

Tom Fayram, President
Brad Ross, Vice President
Julie Kennedy, Director
Lisa Palmer, Director
Greg Parks, Director



LOS OLIVOS COMMUNITY SERVICES DISTRICT

Posted: 9-8-2023

REGULAR MEETING

September 13, 2023, 6PM (PDT)

St Mark's in the Valley Episcopal Church, Stacy Hall

2901 Nojoqui Ave, Los Olivos CA 93441

Director Kennedy will be attending from a remote location at:

Red Rock Canyon Campground, Site #40

Red Rock Canyon National Conservation Area

Mountain Springs, NV 89161

Members of the public may attend at that location as well

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/82515801920?pwd=VHFQd1VDZUVucFZXZEVEEdVhzVjhhQT09>

By Phone:

Meeting ID: 825 1580 1920 Passcode: 378600

One tap mobile +16694449171,,82515801920#,,,,*378600# US

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 losolivoscsd@gmail.com. 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 District 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 public comment not received.

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

losolivoscsd@gmail.com, www.losolivoscsd.com

Agenda Packet
Page 1 of 93

5. GENERAL MANAGER’S DISTRICT STATUS REPORT

ADMINISTRATIVE 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 Administrative Agenda will be read only on the request of a member of the Board, in which event the matter may be removed from the Administrative Agenda and considered as a separate item.

6. APPROVALS

A. APPROVAL OF MEETING MINUTES

Regular Meeting Minutes of August 24, 2023.

B. APPROVAL PAYMENT OF INVOICES RECEIVED BY AUGUST 31, 2023.

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

No.	Invoice Date	Invoice #	Provider	Amount
1	7/11/2023	83612	MNS – Engineering and Support Services	\$ 1,982.50
2	8/22/2023	84035	MNS – Engineering and Support Services	\$ 1,562.50
3	8/15/2023	78569	Aleshire and Wynder - Legal Services	\$ 3,371.74
4	8/31/2023	20238	Savage – General Manager Services and supplies	\$ 4,315.37

Project	Vendor	To Date (inc. above)	Remaining Authorization
Audit	Moss, Levy & Hartzheim, LLP	\$ 2,780.00	\$ 7,775.00

BUSINESS ITEMS:

7. CONSIDERATION OF A PROPOSAL AND CONTRACT WITH REGEN, LLC FOR DESIGN AND ENGINEERING SERVICES (30% DESIGN) FOR A HYBRID WASTEWATER COLLECTION AND TREATMENT APPROACH

On August 24, 2023, the LOCS D Board of Directors reviewed a Hybrid Collection Solution and Implementation Zone approach developed by the Technical Subcommittee. At that meeting, the Board directed staff to obtain a proposal from REGEN for engineering services related to the hybrid approach. The REGEN effort will start with a basis of design review to ensure consistent assumptions for the effort, will complete a 30% design on the Hybrid Collection Solution, examine existing drinking water lines, provide a utility review and recommendations, complete GIS mapping, provide full 30% design plans, offer value engineering alternatives to the Hybrid Collection Solution, and estimate capital and maintenance costs for the Hybrid Collection Solution (and value engineered alternatives). As part of the design and engineering efforts, REGEN is expected to visit Los Olivos prior to commencing the engineering layout and value engineering efforts outlined in the proposal and/or contract. The Technical Subcommittee of the Board of Directors reviewed the REGEN proposal on September 7, 2023 and is recommending approval of a contract with REGEN, subject to specific conditions.

8. CONSIDERATION OF RESOLUTION 23-06 – ACCEPT A DONATION FROM PRESERVATION OF LOS OLIVOS (POLO)

Preservation of Los Olivos (POLO) was founded in 2003 to protect the rural character of the town of Los Olivos. POLO is a social welfare organization organized under section 501(c)(4) of the Internal Revenue Code. Per its letter to the LOCS D Board of Directors on August 24, 2023, POLO is considering donating \$75,000 to the LOCS D for completion of third-party engineering studies. Specifically, POLO would like to fund the REGEN effort noted in Business Item 7.

9. CONSIDERATION OF RESOLUTION 23-07 – GRANT SUBCOMMITTEE AUTHORIZATION TO APPLY FOR GRANTS WITHOUT PRIOR APPROVAL OF A MAJORITY OF THE FULL BOARD OF DIRECTORS

The Grants Subcommittee currently consists of Directors Kennedy and Parks, and GM Savage. The Subcommittee is tasked with seeking grant funding for planning, design, construction, operations, and other activities of the LOCS D. From time-to-time, grants become available with short turn-around timelines between announcement of the grant opportunity and application due dates. Resolution 23-07 would provide the Grants Subcommittee with the authority to apply for grants without prior approval of a majority of the Board of Directors, with the caveat that the Grants Subcommittee would return to the full Board of Directors for concurrence at the next regularly scheduled meeting of the LOCS D.

INFORMATIONAL ITEMS:

These items are informational only, no action will be taken, and public comment not received.

10. REPORTS

A. SUBCOMMITTEE REPORTS

- Finance Subcommittee (Director Kennedy Chair)
- Grants Subcommittee (Director Kennedy Chair)
- Project Management Subcommittee (Director Palmer Chair)
- Technical Subcommittee (President 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.

11. 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.

12. ADJOURNMENT

Note: Immediately following the conclusion of the Regular Meeting, the Board of Directors will hold a Special Meeting of the Board to review and potentially select a replacement member for the Board of Directors.

ITEM 6A – MINUTES

MINUTES

Tom Fayram, President
Brad Ross, Vice President
Julie Kennedy, Director
Lisa Palmer, Director
Greg Parks, Director



**LOS OLIVOS COMMUNITY SERVICES DISTRICT
REGULAR MEETING**

Posted: 8-20-2023

August 24, 2023, 6PM (PDT)

The 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:

The Los Olivos Grange Hall - 2374 Alamo Pintado 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/82515801920?pwd=VHFQd1VDZUVucFZXZEVEEdVhzVjlkOT09>

By Phone:

Meeting ID: 825 1580 1920 Passcode: 378600

One tap mobile +16694449171,,82515801920#,,,,*378600# US

The Los Olivos Community Services District (LOCSD) 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 losolivoscsd@gmail.com. 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

Vice President Ross calls the meeting to order at 6:00PM – with President Fayram being absent.

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 District 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.

Vice President Ross opens the floor to Public Comment.

Mike Brady, Anna Marie Gott, and Paeter Garcia speak (note Mr. Garcia's comments were allowed by VP Ross, but were targeted at item 8). Rolf Ritcher speaks on behalf of the Preseveration of Los Olivos (POLO) - see attached for the POLO letter.

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 public comment not received.

5. GENERAL MANAGER'S DISTRICT STATUS REPORT

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

losolivoscsd@gmail.com, www.losolivoscsd.com

Agenda Packet
Page 5 of 93

ADMINISTRATIVE 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 Administrative Agenda will be read only on the request of a member of the Board, in which event the matter may be removed from the Administrative Agenda and considered as a separate item.

6. APPROVALS

A. APPROVAL OF MEETING MINUTES

Regular Meeting Minutes of July 12, 2023.

B. APPROVAL PAYMENT OF INVOICES RECEIVED BY JULY 26, 2023.

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

No.	Invoice Date	Invoice #	Provider	Amount
1	5/15/2023	2081049	Stantec – Mapping Services	\$ 1,303.50
2	5/31/2023	36702	Moss, Levy & Hartzheim, LLP – Audit Services	\$ 280.00
3	6/5/2023	71662	Aleshire & Wynder – Legal Services (May)	\$ 1,716.00
4	6/8/2023	2088936	Stantec – Mapping Services	\$ 712.50
5	7/13/2023	77497	Aleshire & Wynder – Legal Services (June)	\$ 3,388.00
6	7/26/2023	20237	Savage – General Manager and District Services	\$ 6,393.74

Project	Vendor	To Date (inc. above)	Remaining Authorization
Audit	Moss, Levy & Hartzheim, LLP	\$ 2,780.00	\$ 7,775.00

Vice President Ross opens the floor to public comment.

No commenters.

Motion to approve items 6A and 6B.

Motion by: Director Palmer, Second: Director Kennedy

Voice vote 4-0

BUSINESS ITEMS:

7. CONSIDERATION OF A HYBRID WASTEWATER COLLECTION AND TREATMENT APPROACH FOR THE LOCS D – INCLUDING A REEXAMINATION OF IMPLEMENTATION ZONES

The Technical Subcommittee of the Board of Directors will present a hybrid approach they developed regarding the collection and treatment of wastewater. The hybrid approach includes the use of gravity-fed collection; Septic Tank Effluent Pump (STEP) collection and treatment; and advanced on-site collection, treatment and disposal. The approach used depends on the location of the parcel. The approach also includes a fresh look at implementation zones. The Technical Subcommittee developed approach was developed following the consideration and discussion of: (1) collection, treatment, and disposal options previously discussed or researched (2) secondary and tertiary treatment options and locations, (3) input from the public including the January public workshop, (4) input from individuals who have commented at the Board on specific approaches they believe would be best, (5) an examination of lot sizes, and (5) the work previously completed by consultants to the LOCS D (particularly work done by REGEN and Stantec, but including others such as AECOM, Confluence ES, and GSI).

GM Savage introduces the item. He walks through the slides that were provided with the agenda packet. He walks through each of the zones put forth in the hybrid collection conceptual solution being put forth by the Technical Subcommittee. He comments that Mattei’s Tavern and Los Olivos Elementary were not included in a zone until additional conversations are had with representatives for each parcel. GM Savage notes that the slides are a little different from what had been previously seen as there were some minor updates to the slides that needed to be made. For example, he points out that not all parcels that “fronted” a sewer line were shown to be connecting to it. He notes that this was the case for St. Mark’s Church. Since St. Mark’s touches the gravity fed collection line in zone 1, it should be included in that zone.

VP Ross comments on getting some professional consultants to review and provide input on the design. GM Savage responds that it would be appropriate for an organization like Regen to perform a technical review of the design. He adds that this is the type of effort that Preservation of Los Olivos (POLO) has previously indicated they would be interested in funding.

Under Board comments, Director Palmer thanks the committee for their efforts and seeks confirmation that prior work performed by others such as AECOM and Stantec were considered in the design. GM Savage responds saying that prior work was considered and discussed, and comments that some of that work can be leveraged in this design. Director Palmer and GM Savage talk about next steps for “adopting” the design and then further analysis of the design, a 30% design, and budget estimating. Director Palmer asks about who would be responsible for replacing systems in zone 6, where advanced onsite is proposed to be used. GM Savage responds that no decision was made, but that it could be the responsibility of the property owner, as it is currently. Director Palmer and GM Savage then discuss the possibility of having Regen do a 30% design and cost analysis, coupled with a value engineering effort to ensure efficiencies. Director Palmer then asks about when the treatment part of the discussion will occur, as well as treatment plant siting. GM Savage responds that the Board can decide when and who should look at topics such as siting of a treatment plant.

Director Kennedy thanks the Technical Subcommittee and notes that the design review is something she has been looking forward to. She asks about monitoring wells and advanced onsite use (zone 6). GM Savage responds that the CCRWQCB does want to see what the data says parcels in zone 6 before providing a final answer on whether those parcels could use advanced onsite systems. As part of his answer, GM Savage reminds the Board and public that the monitoring wells are focused on the shallow groundwater table (about 100 feet below the surface) and that our drinking water comes from a much deeper groundwater table (several hundred feet below ground surface). Director Kennedy closes her comments noting that she would like to see Regen do a review, and that she is particularly interested in hearing what they have to say from a value engineering perspective, in order to create something comparable to the Stantec work.

Director Parks thanks the subcommittee. He notes his concerns that he does not want to be bound by the Technical Subcommittee’s design should someone like Regen offer a more effective approach. He asks how strongly the Board must stick to the subcommittee’s design. GM Savage responds that the subcommittee’s efforts should be viewed as a reasonable starting point as it includes considerations from what the Board has heard previously from the public. GM Savage adds that once a 30% design is completed, the Board and public can have discussion about what should be taken forward to a 60% design. He then notes cost differences between 30% design costs and 60% design costs. He comments that once you get to a 60% design, you are somewhat locked into a solution, unless you want to go back and start the process over, which could be expensive. Director Parks then notes he wants to look at maintenance and operations costs as well. VP Ross confirms that the subcommittee’s design should be viewed as a starting point for how to solve District wastewater treatment issues.

Director Palmer asks about the use of gravity collection in the downtown core and whether it is because the area cannot accommodate STEP. GM Savage responds that the smaller lots in zone 1 cannot, most likely, accommodate STEP and that the reason is the legally required 25’ setbacks from drinking water lines. He then comments that using public right-of-way for these areas is probably not an option either as you need to be able to ensure proper setbacks.

Vice President Ross opens the floor to public comment.

Tom Nelson, Mark Herthel, Mike Brady, Paul Rohrer, Anna Marie Gott, and Cecile Blancarte speak.

Vice President Ross notes that Mattei’s Tavern and Los Olivos School should be shown in the future as Zones 7 and 8.

Vice President Ross allows additional public commentary. Tom Nelson, Lisa Pongracic, Mike Brady, and Mark Herthel speak.

In response to public comment, Vice President Ross and GM Savage confirm that Mattei’s Tavern and Los Olivos School have not been assigned to a zone, but they are NOT being removed from the district.

Direction to staff to work on a contract, to include value engineering, recommendation on Mattei's Tavern and Los Olivos Elementary School from a treatment method perspective, drinking water lines, and costs for maintenance and operations.

Vice President Ross reopens public comment.

Vivi Ziegler and Tom Nelson speak.

8. DISCUSSION RELATED TO THE ENGAGEMENT OF WATER FINANCE EXCHANGE FOR EITHER RECEIPT OF FUNDS OR STAFF AUGMENTATION

Water Finance Exchange (WaterFX or WFX) will present two options to the Board of Directors for consideration. The presentation will describe WFX's approach to (1) providing "seed" funds for early technical study and (2) a staff augmentation approach. Direction to staff is being sought on which, if any, of the approaches should be pursued. Discussion may include how best to use seed funding from WFX, including additional examination of collection and treatment approaches.

Mr. Paeter Garcia spoke on this item during Public Comment. He was allowed to speak early due to a conflicting commitment. In response Mr. Garcia's commentary, GM Savage notes that the Board will not be considering the resolution that was attached to the item. Instead, the documents were include for transparency.

General Manager Savage briefly introduces the item. He notes that WFX previously presented to the Grants Subcommittee and that subcommittee wanted to see them present to the full Board.

Rogelio Rodriguez (WFX) walks through the presentation.

Director Palmer asks about the four projects in California. Mr. Rodriguez responds that he doesn't have information on those projects. Director Kennedy notes some concerns about the resolution. She notes that it would be good to have more help, particularly when it comes to technical issues. She also notes that we are trying to build a local solution, not necessarily a full regional solution. Mr. Rodriguez responds that sometimes regional solutions are more cost effective. He adds that of the 35 groups they are working with, only 4 are regional solutions. Mr. Rodriguez emphasizes that they are not going to drive the solution, they just want the District to be successful. Vice President Ross asks about costs and how WFX gets paid. Mr. Rodriguez clarifies that the District won't get an invoice. Instead, they look to the District help WFX get the technical assistance funds that are already available.

Vice President Ross opens the floor to public comment.

Paul Rohrer (speaks and asks questions of WFX – with Mr. Rodriguez responding), Mark Herthel, Anna Marie Gott, and Kathryn Rohrer speak.

Director Parks suggest that reworking the engagement letter would be beneficial. Director Palmer asks if the resolution is used to obtain funding.

Direction to staff is to work with the Grants Committee and WFX on the engagement letter and resolution and bring them back in September.

9. CONSIDERATION OF RESOLUTION 23-03 – APPROPRIATIONS LIMIT FOR FY 2023-24 (GANN LIMIT)

Consideration of a resolution that states the appropriations limit, also known as the Gann limit, for the fiscal year ending June 30, 2024. 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 LOCSD fiscal year (FY 2023-24) runs from July 1, 2023 to June 30, 2024.

GM Savage introduces the item noting that the resolution is similar to those passed in prior years.

Vice President Ross opens the floor to public comment.

No commenters.

Motion to approve Resolution 23-03 – setting the appropriation limit for FY 2023-24 (Gann Limit)

Motion by: Director Palmer, Second: Director Kennedy

Roll Call Vote (4-0)

10. CONSIDERATION OF RESOLUTION 23-04 – 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 23-04 is an update to prior resolutions and District formation documents and will increase tax levies by three and two-tenths percent (3.2%) over the prior amount. Most parcels will experience an annual amount of \$645.93 on their property tax bill.

GM Savage introduces the item noting that the resolution is similar to those passed in prior years. He adds he has been working with the County on the item and that it technically should have been brought in July to meet their deadlines.

Vice President Ross opens the floor to public comment.

No commenters.

Motion to approve Resolution 23-04 – Authorizing a Levy of Property Tax Assessment and CPI Increase

Motion by: Director Kennedy, Second: Director Parks

Roll Call Vote (4-0)

11. CONSIDERATION OF RESOLUTION 23-05 – ROSENBERG’S RULES OF ORDER

At the July 12, 2023, your Board directed staff to prepare a Resolution that could be used to adopt Rosenberg’s Rules of Order, as a procedural approach for running LOCSD meetings. Resolution 23-05 adopts Rosenberg’s Rules of Order. A good summary of Rosenberg’s Rules of Order can be found on the League of California Cities website, at: <https://www.calcities.org/resource/rosenberg's-rules-of-order-simple-rules-of-parliamentary-procedure-for-the-21st-century>

GM Savage introduces the item, describing how and why the item is on the agenda. He adds commentary about the League of California Cities being a good resource for topics such as Rosenberg’s Rules of Order.

Vice President Ross opens the floor to public comment.

Tom Nelson speaks.

Motion to approve Resolution 23-05 – Adoption of Rosenberg’s Rules of Order

Motion by: Director Palmer, Second: Director Kennedy

Roll Call Vote (4-0)

12. CONSIDERATION OF POLICY TO SUPPLEMENT ROSENBERG’S RULES OF ORDER

As part of the discussion at the July 12, 2023 Regular Board meeting, the Board asked the Project Management Subcommittee (PM) to review Rosenberg’s Rules of Order, with a special focus on areas where additional policy should be considered by the Board of Directors. The PM recommends that the Board consider adoption of policy, by the end of the current fiscal year (June 30, 2024), in the following areas:

- Agenda items
- General conduct
- Board behavior – being a good Board member
- Ethics, Conduct, Values, and Norms for Board members and staff
- Authority of individual Board members
- Attendance policy for Board members
- Electronic records and retention policy
- Public information
- Public comment (limits, bad conduct)
- Procurement

If the Board chooses to follow the recommendation of the PM, the GM further recommends that staff be given direction to create an initial draft of policy and then work with the PM to complete the develop a set of policies that can be brought back to the full Board of Directors for deliberation and final action.

GM Savage introduces the item. District Counsel Steve O’Neill adds to the commentary from GM Savage. Both the GM and Counsel note that they have samples for the policies that are listed and that neither believes the workload to be that significant.

Vice President Ross opens the floor to public comment.

Anna Marie Gott speaks.

Direction is given to staff to work with the Project Management subcommittee to put together policy in the above areas.

13. REPLACEMENT OF A RESIGNING DIRECTOR

Vice President Brad Ross has indicated he will be resigning from the Board of Directors for the Los Olivos Community Services District in September. Pursuant to Elections Code section 1780(c), the Board will deliberate and vote on whether to fill the pending vacant office by appointment or by election.

Vice President Ross announces that he will be leaving in roughly a month, after the September Regular Board meeting.

Counsel Steve O’Neill introduces the item. He describes Elections Code 1780(c) and the various steps and timing that need to be completed to fill an opening. He notes that there are statutory requirements that must be met. He adds that there are circumstances where the Santa Barbara County Board of Supervisors would have to make the appointment.

Vice President Ross opens the floor to public comment.

Mark Herthel, Paul Rohrer, Rolf Richter, Anna Marie Gott, and Tom Nelson speak.

Motion to appoint a replacement when Vice President Ross departs.

Motion by: Director Palmer, second: Director Kennedy

Voice Vote (4-0)

Direction is given to staff to take applications and setup an interview process for public meeting. Additional direction to staff is given to get a notice up on the District’s website by Monday, August 28. The Board notes a strong interest in seating someone at or by the October Regular Board meeting.

INFORMATIONAL ITEMS:

These items are informational only, no action will be taken, and public comment not received.

14. REPORTS

A. SUBCOMMITTEE REPORTS

Grants Subcommittee (Director Kennedy) – The committee met and discussed WFX presentations. The group also discussed the Preservation of Los Olivos (POLO) grant. Director Kennedy notes a desire to have staff put something together (policy or resolution).

Finance Subcommittee (Director Kennedy) - The committee met and one of the items discussed was having Counsel attend remotely as a cost saving measure.

Project Management Subcommittee (Director Palmer) – The committee met and Items 11 and 12 were a result.

Technical Subcommittee (Vice President Ross) – The committee met and the work was mostly demonstrated with the hybrid collection solution presented earlier this evening.

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.

DE Pike reports that he continues to work on getting our first reimbursement on the water recycling grant (\$75,000). He notes he met with the Regional Board today and walked through draft. They will be accepting the grant. DE Pike expects the funds prior to the end of the year. He adds that the State will not deem the report “final” until the Board narrows its potential solutions.

GM Savage walks through the attachments in the Board packet.

Counsel Steven O'Neill introduces himself and Keith Lemeux who will both serve us as District Counsel.

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.

Director Palmer – passes.

Director Kennedy – thanks Director Ross for his service, then passes.

Director Parks – passes.

Vice President Ross – passes.

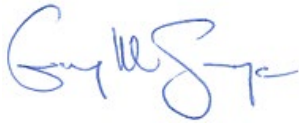
16. ADJOURNMENT

Motion to adjourn at 8:29 PM

Motion by: Director Kennedy, Second: Director Parks.

Voice vote (4-0)

Respectfully submitted:



Guy W. Savage

General Manager – Los Olivos Community Services District

Approved:

President Fayram

Director – Los Olivos Community Services District

ITEM 6B – INVOICE PAYMENT

INVOICE PAYMENT



201 N. Calle Cesar Chavez | Suite 300
Santa Barbara, CA 93103

Main: 805 692 6921

WWW.MNSENGINEERS.COM

- > CIVIL ENGINEERING
- > CONSTRUCTION MANAGEMENT
- > LAND SURVEYING

July 11, 2023

Project No: LOCD.180392.00

Invoice No: 83612

Los Olivos Community Services District

P.O. Box 553

Los Olivos, CA 93441

Principal Jeffrey Edwards
 Project Manager Douglas Pike
 Project LOCD.180392.00 District Support Services

This Invoice includes:

1. General District Support Tasks: \$288.75
2. Engineering Tasks:
 - a. General Support Tasks: Attend Meeting \$842.50
 - b. General Engineering Tasks GIS/CAD Exhibits: \$573.75
3. PRA Request: \$277.50

Professional Services for the Period: June 1, 2023 to June 30, 2023

Level 2 TASK01 District Management

Professional Personnel

	Hours	Rate	Amount
Administrative Support			
Project Coordinator	2.75	105.00	288.75
Totals	2.75		288.75
Total Labor			288.75
		Level 2 Subtotal	\$288.75

Level 2 TASK02 Engineering Tasks

Professional Personnel

	Hours	Rate	Amount
Project Management			
Engineering Technician	4.00	95.00	380.00
District Engineer	2.50	185.00	462.50
Totals	6.50		842.50
Total Labor			842.50

Level 2 Subtotal	\$842.50
-------------------------	-----------------

Level 2 TASK03 Survey Tasks

Professional Personnel

	Hours	Rate	Amount	
Exhibits				
Supervising Technician	4.25	135.00	573.75	
Totals	4.25		573.75	
Total Labor				573.75
				Level 2 Subtotal
				\$573.75

Level 2 TASK04 Public Records Requests

Professional Personnel

	Hours	Rate	Amount	
Client Invoicing				
District Engineer	.50	185.00	92.50	
Project Management				
District Engineer	1.00	185.00	185.00	
Totals	1.50		277.50	
Total Labor				277.50
				Level 2 Subtotal
				\$277.50
				Current Invoice Amount
				\$1,982.50

Outstanding Invoices

Number	Date	Balance
83015	5/4/2023	2,452.50
83166	5/12/2023	1,277.50
83478	6/21/2023	3,710.00
Total		7,440.00

Billing Backup

Tuesday, July 11, 2023

MNS Engineers, Inc.

Invoice 83612 Dated 7/11/2023

9:16:12 AM

Project LOCSD.180392.00 District Support Services
 Level 2 TASK01 District Management

Professional Personnel

		Hours	Rate	Amount
Administrative Support				
Project Coordinator				
Zepeda, Mary	6/5/2023	.25	105.00	26.25
File A&W Invoice; Update Budget Tracking Log				
Zepeda, Mary	6/8/2023	.25	105.00	26.25
File Stantec Invoice; Update Budget Tracking Log				
Zepeda, Mary	6/9/2023	.50	105.00	52.50
Follow-up with GS re Grant Funds				
Zepeda, Mary	6/14/2023	1.50	105.00	157.50
Prepare A&W, GWS, and MNS (2) invoices for payment via FIN; Update Budget Tracking Log				
Zepeda, Mary	6/23/2023	.25	105.00	26.25
File MNS Invoice; Update Budget Tracking Log				
Totals		2.75		288.75
Total Labor				288.75
Level 2 Subtotal				\$288.75

Level 2 TASK02 Engineering Tasks

Professional Personnel

		Hours	Rate	Amount
Project Management				
Engineering Technician				
Gullikson, Taylor	6/8/2023	.25	95.00	23.75
LOCSD WRF grant draft report: email and phone comm. with DP				
Gullikson, Taylor	6/9/2023	2.00	95.00	190.00
LOCSD WRF grant draft report: call with DP, creating FFAST account, email and phone comm. with LOCSD GM re: account activation				
Gullikson, Taylor	6/12/2023	1.00	95.00	95.00
LOCSD WRF grant draft report: Email and phone comm. with LOCSD GM and Water Board to coordinate posting WRF Draft Project Report; FFAST FAQ				
Gullikson, Taylor	6/14/2023	.75	95.00	71.25
LOCSD WRF grant draft report: Email communication with Water Board and posting WRF Draft Project Report on FFAST				
District Engineer				
Pike, Douglas	6/2/2023	.50	185.00	92.50
WRF Draft Report update and coord				
Pike, Douglas	6/14/2023	2.00	185.00	370.00
Board Meeting				
Totals		6.50		842.50
Total Labor				842.50
Level 2 Subtotal				\$842.50

Level 2 TASK03 Survey Tasks

Professional Personnel

		Hours	Rate		Amount
Exhibits					
Supervising Technician					
Starr, Robert	6/1/2023	1.00	135.00		135.00
Exhibits creation.					
Starr, Robert	6/2/2023	1.00	135.00		135.00
Exhibits creation.					
Starr, Robert	6/5/2023	.25	135.00		33.75
Update exhibits.					
Starr, Robert	6/6/2023	2.00	135.00		270.00
Update and create 3 new exhibits.					
Totals		4.25			573.75
Total Labor					573.75
Level 2 Subtotal					\$573.75

Level 2	TASK04	Public Records Requests
---------	--------	-------------------------

Professional Personnel

		Hours	Rate		Amount
Client Invoicing					
District Engineer					
Pike, Douglas	6/15/2023	.50	185.00		92.50
Draft WRF Report to Kathryn Rohrer					
Project Management					
District Engineer					
Pike, Douglas	6/6/2023	1.00	185.00		185.00
Email to Guy in support of Kathryn Lohmeyer PRA Request for contract paperwork					
Totals		1.50			277.50
Total Labor					277.50
Level 2 Subtotal					\$277.50
Project Total					\$1,982.50
Total this Report					\$1,982.50



201 N. Calle Cesar Chavez | Suite 300
Santa Barbara, CA 93103

Main: 805 692 6921

WWW.MNSENGINEERS.COM

- > CIVIL ENGINEERING
- > CONSTRUCTION MANAGEMENT
- > LAND SURVEYING

August 22, 2023

Project No: LOCD.180392.00

Invoice No: 84035

Los Olivos Community Services District

P.O. Box 553

Los Olivos, CA 93441

Principal Jeffrey Edwards
 Project Manager Douglas Pike
 Project LOCD.180392.00 District Support Services

This Invoice includes:

1. General District Support Tasks: \$577.50
2. Engineering Tasks:
 - a. General Support Tasks: Attend Meeting \$647.50
 - b. General Engineering Tasks GIS/CAD Exhibits: \$337.50
3. PRA Request: \$0

Professional Services for the Period: July 1, 2023 to July 31, 2023

Level 2 TASK01 District Management

Professional Personnel

	Hours	Rate	Amount
Administrative Support			
Project Coordinator	5.50	105.00	577.50
Totals	5.50		577.50
Total Labor			577.50
		Level 2 Subtotal	\$577.50

Level 2 TASK02 Engineering Tasks

Professional Personnel

	Hours	Rate	Amount
Project Management			
District Engineer	3.50	185.00	647.50
Totals	3.50		647.50
Total Labor			647.50
		Level 2 Subtotal	\$647.50

Level 2 TASK03 Survey Tasks

Professional Personnel

	Hours	Rate	Amount	
Exhibits				
Supervising Technician	2.50	135.00	337.50	
Totals	2.50		337.50	
Total Labor				337.50
				Level 2 Subtotal
				\$337.50
				Current Invoice Amount
				\$1,562.50

Outstanding Invoices

Number	Date	Balance
83612	7/11/2023	1,982.50
Total		1,982.50

Billing Backup

Tuesday, August 22, 2023

MNS Engineers, Inc.

Invoice 84035 Dated 8/22/2023

1:06:54 PM

Project LOCS.D.180392.00 District Support Services
 Level 2 TASK01 District Management

Professional Personnel

		Hours	Rate	Amount
Administrative Support				
Project Coordinator				
Zepeda, Mary	7/3/2023	.25	105.00	26.25
Follow-up with GS re JE Elections and SBC Encroachment Permits Payment				
Zepeda, Mary	7/13/2023	.25	105.00	26.25
File A&W Invoice; Update Budget Tracking Log				
Zepeda, Mary	7/17/2023	1.50	105.00	157.50
Prepare A&W, GWS (2), and MNS (3) invoices for payment via FIN; Update Budget Tracking Log				
Zepeda, Mary	7/18/2023	3.00	105.00	315.00
Create and Process Single Payment Claims for A&W, GWS (2), and MNS (3) invoices for DP; Assist with Processing of JE for 11/8/22 Election Charges; Update Budget Tracking Log; and Follow-up with SBC PW-Transportation Division re Fund Transfer Request for Encroachment Permit Invoice Payment				
Zepeda, Mary	7/21/2023	.25	105.00	26.25
Follow-up with GS and DP re SBC PW Invoice Payment for Encroachment Permits Voice Mail Message				
Zepeda, Mary	7/24/2023	.25	105.00	26.25
Respond to GS re SBC PW Invoices for Encroachment Permits and Pending Invoices Stantec				
Totals		5.50		577.50
Total Labor				577.50
Level 2 Subtotal				\$577.50

Level 2 TASK02 Engineering Tasks

Professional Personnel

		Hours	Rate	Amount
Project Management				
District Engineer				
Pike, Douglas	7/12/2023	2.00	185.00	370.00
Attend Board Meeting				
Pike, Douglas	7/21/2023	1.50	185.00	277.50
LOCS.D - Technical Committee				
Totals		3.50		647.50
Total Labor				647.50
Level 2 Subtotal				\$647.50

Level 2 TASK03 Survey Tasks

Professional Personnel

		Hours	Rate	Amount
Exhibits				
Supervising Technician				
Starr, Robert	7/25/2023	2.50	135.00	337.50
Edits and additions to exhibit map.				
Totals		2.50		337.50
Total Labor				337.50
			Level 2 Subtotal	\$337.50
			Project Total	\$1,562.50
			Total this Report	\$1,562.50



1 Park Plaza, Suite 1000
 Irvine, CA 92614
 P (949) 223-1170 • F (949) 223-1180
 awattorneys.com

Federal Tax ID: 55-0814676

**LOS OLIVOS COMMUNITY SERVICES DISTRICT (01245)
 MONTHLY BILLING SUMMARY**

Billing Period: July 2023

Matter Description	Total Hours	Total Fees	Total Costs	Total Other Charges	Total Billed	Comments
0001 General	13.90	3,058.00	313.74	0.00	3,371.74	
0005 Planning	0.00	0.00	0.00	0.00	0.00	
TOTALS:	13.90	3,058.00	313.74	0.00	3,371.74	



1 Park Plaza, Suite 1000
 Irvine, CA 92614
 Phone: (949) 223-1170
 Fax: (949) 223-1180
 Federal Tax ID: 55-0814676

Los Olivos Community Services District
 General Manager
 PO Box 345
 Los Olivos, CA 93441

August 15, 2023
 Bill No. 78569

For Legal Services Rendered Through 7/31/23

CLIENT: 01245 - Los Olivos Community Services District
 MATTER: 0001 - General

PROFESSIONAL SERVICES

Date	Attorney	Description	Hours	Amount
07/05/23	GRT	(RESOLUTIONS) DRAFT RESOLUTION RE ELECTION OF BOARD OFFICERS	1.10	242.00
07/06/23	GRT	(RESOLUTIONS) REVIEW AND REVISE DRAFT RESOLUTION RE COMMITTEES; DRAFT TRANSMITTAL TO GENERAL MANAGER RE SAME	0.80	176.00
07/07/23	GRT	(RESOLUTIONS) EMAIL EXCHANGE WITH GENERAL MANAGER RE RESOLUTION ON ELECTION OF BOARD OFFICERS	0.40	88.00
07/07/23	GRT	(RESOLUTIONS) REVISE RESOLUTION AND DRAFT BYLAWS; DRAFT TRANSMITTAL TO GENERAL MANAGER RE ALL	1.40	308.00
07/07/23	GRT	(AGENDA) PHONE CONFERENCE WITH GENERAL MANAGER RE AGENDA ITEMS; FOLLOW UP EMAIL EXCHANGES WITH GENERAL MANAGER AND BOARD PRESIDENT	0.60	132.00
07/11/23	GRT	(REGULAR MEETING) INITIAL TRAVEL TIME FOR REGULAR MEETING [SPLIT WITH IVCSD, SMVWCD]	1.30	286.00

Date	Attorney	Description	Hours	Amount
07/12/23	GRT	(PRA RESPONSES) REVIEW OF STATUS OF COMPLIANCE WITH LATEST PRA REQUESTS FROM MS. ROHRER AND MS. GOTT	0.40	88.00
07/12/23	GRT	(GENERAL MANAGER) EMAIL EXCHANGE WITH GENERAL MANAGER RE POSTING OF AGENDA IN POST OFFICE; EMAIL EXCHANGE WITH GENERAL MANAGER RE GOVERNMENT CODE SECTION 61045(F) REQUIREMENTS	0.60	132.00
07/12/23	GRT	(REGULAR MEETING) REVIEW OF WRITTEN PUBLIC COMMENTS AND CORRESPONDENCE; COMPLETE PREPARATION FOR AND ATTEND REGULAR MEETING; UPDATE MEETING NOTES	3.30	726.00
07/13/23	GRT	(BROWN ACT) PROVIDE ADDITIONAL ANALYSIS TO GENERAL MANAGER RE AGENDA POSTING REQUIREMENTS UNDER BROWN ACT	0.30	66.00
07/14/23	GRT	(REGULAR MEETING) RETURN TRAVEL TIME FOR REGULAR MEETING [SPLIT WITH SMVWCD, IVCS D]	1.30	286.00
07/21/23	GRT	(AGENDAS) REVIEW OF COMMENT FROM MS. GOTT RE AGENDA DESCRIPTION FOR TECHNICAL COMMITTEE; EMAIL EXCHANGE WITH GENERAL MANAGER RE BROWN ACT REQUIREMENTS	0.60	132.00
07/24/23	GRT	(RESOLUTIONS) EMAIL EXCHANGE WITH GENERAL MANAGER RE ROSENBERG'S RULES OF ORDER	0.20	44.00
07/25/23	SON	TELEPHONE CONFERENCE WITH ROSS T, G SAVAGE, T FAYRAM RE REVIEW OF DISTRICT ISSUES	1.00	220.00
07/26/23	SON	CORRESPONDENCE RE DONATION RESOLUTION	0.10	22.00
07/28/23	SON	DRAFT RESOLUTION RE PRESERVATION LOS OLIVOS CONTRIBUTION	0.40	88.00
07/31/23	SON	RESOLUTION RE DONATIONS	0.10	22.00
Total Professional Services			13.90	\$3,058.00

PROFESSIONAL SERVICES SUMMARY

Client: 01245 - Los Olivos Community Services District
 Matter: 0001 - General

August 15, 2023
 Page 3

Code	Name	Hours	Rate	Amount
SON	Steven O'Neill	1.60	220.00	352.00
GRT	George "Ross" Trindle	12.30	220.00	2,706.00
Total Professional Services		13.90		\$3,058.00

DISBURSEMENTS

Date	Description	Amount
06/13/23	(TO IVCSO, BOARD MTNG, 06/13/23) GRT	35.91
06/13/23	(HOTEL, IVCSO/LOCSO, SMVWCO BOARD MEETING, 06/13 - 06/16/23)	182.06
06/14/23	(IVCSO TO LOCSO, BOARD MTNG, 06/14/23) GRT	29.93
06/16/23	(LOCSO TO IVCSO, BOARD MTNG, 06/16/23) GRT	29.93
06/16/23	(FROM IVCSO, BOARD MTNG, 06/16/23) GRT	35.91
Total Disbursements		\$313.74

CURRENT BILL TOTAL AMOUNT DUE \$3,371.74

Balance Forward: 7,181.02

Receipts Since Last Bill

Date	Description	Total Applied
07/25/23	AmericanExpress Payment - Thank you	-2,077.02
Less Total Payments		<u>-2,077.02</u>

Payments & Adjustments: -2,077.02

Total Due: \$8,475.74

Please return this page with remittance

to
Aleshire & Wynder LLP

Bill Number: 78569
Bill Date: August 15, 2023
Client Code: 01245
Client Name: Los Olivos Community Services District
Matter Code: 0001
Matter Name: General

Total Professional Services:	3,058.00
Total Disbursements:	313.74
CURRENT BILL TOTAL AMOUNT DUE	<u>\$3,371.74</u>
Balance Forward:	7,181.02
Payments & Adjustments:	-2,077.02
Total Due:	<u>\$8,475.74</u>

Amount enclosed: _____

Thank You

INVOICE

FROM:

Guy W. Savage
PO Box 894
Los Olivos, Ca 93441

BILL TO:

Via electronic delivery
President Thomas Fayram
Los Olivos Community Services District
PO Box 345
Los Olivos, Ca 93441

Invoice #: 20238
Invoice Date: 8/31/2023

Dear President Fayram,

Please see the below for professional services provided, plus any expenditures made on behalf of the District. The attached tally of hours (units) exceeds those being billed below. This is being done to track the hours for future reference. Per agreement, the hours will be capped at the number below or as authorized by the President.

Please note that this bill does not cover the full month of July. As noted, while I expect to spend more than 60 hours this month, only the 40 hours listed below are being billed.

Date	Description	Units	Rate	Amount
8/31/2023	General Manager Services - LOCSD (8/1/23-8/31/23) See Attached for Details	30	\$ 135.00	\$ 4,050.00
7/26/2023	Amazon - equipment, paper supplies, toner	1	\$ 99.37	\$ 99.37
8/21/2023	PO BOX 345 - LOCSD Annual Payment	1	\$ 166.00	\$ 166.00
Total				\$ 4,315.37

Thank you for your continued support.



Email: GM.LOCSD@gmail.com

Date	Description	Hours	Rate	Amount
1-Aug	Finance 7/31 sub minutes	0.25	\$ 135.00	\$ 33.75
	Project Management sub minutes	0.5	\$ 135.00	\$ 67.50
	Technical sub minutes	1.75	\$ 135.00	\$ 236.25
	Waterboard - STEP / water mains, website updates	0.5	\$ 135.00	\$ 67.50
2-Aug	Budget resolutions	1	\$ 135.00	\$ 135.00
3-Aug	Budget update in FIN	1.5	\$ 135.00	\$ 202.50
6-Aug	St. Mark's AV setup	0.5	\$ 135.00	\$ 67.50
	Regen proposal review	0.5	\$ 135.00	\$ 67.50
7-Aug	Fayram	0.5	\$ 135.00	\$ 67.50
9-Aug	Tax Levy	1.25	\$ 135.00	\$ 168.75
10-Aug	Resolutions 23-03 and 23-04	0.75	\$ 135.00	\$ 101.25
	Tax Levy draft submittals to County	2	\$ 135.00	\$ 270.00
14-Aug	Regular Meeting agenda development	2.25	\$ 135.00	\$ 303.75
15-Aug	Tax Levy fixes	0.5	\$ 135.00	\$ 67.50
16-Aug	Regular meeting completion, post	1.75	\$ 135.00	\$ 236.25
20-Aug	Regular Meeting agenda development	3	\$ 135.00	\$ 405.00
21-Aug	Resolution 23-05, agenda devel, emails, bills	3.5	\$ 135.00	\$ 472.50
23-Aug	IRWM meeting	1.5	\$ 135.00	\$ 202.50
	Monitoring Well grant writing	0.25	\$ 135.00	\$ 33.75
24-Aug	Regular Meeting	4	\$ 135.00	\$ 540.00
25-Aug	Property Tax submittals	0.75	\$ 135.00	\$ 101.25
27-Aug	Emails, phone calls	0.5	\$ 135.00	\$ 67.50
30-Aug	Subcommittee coordination	0.75	\$ 135.00	\$ 101.25
31-Aug	Finance sub Agenda (9/4)	1	\$ 135.00	\$ 135.00
	Emails, posting video	1	\$ 135.00	\$ 135.00
Totals		31.75	\$	4,286.25

Final Details for Order #113-8237185-7285055

[Print this page for your records.](#)

Order Placed: July 26, 2023

Amazon.com order number: 113-8237185-7285055

Order Total: \$99.37

Shipped on July 29, 2023

Items Ordered

Price

1 of: *Standard 2 Hole Paper Punch, 30 Sheets Capacity, Black (90079)*

\$8.32

Sold by: Amazon.com Services LLC
Supplied by: Other

Condition: New

1 of: *Snowkids 8K HDMI Cable 2.1 Long 15FT 2-Pack, Ultra 48Gbps High Speed 8K@60Hz 4K@120Hz 144Hz Braided Black HDMI Cord HDCP 2.2&2.3, eARC,HDR10, Dynamic HDR Compatible with Roku TV/PS5/HDTV*

\$25.99

Sold by: DreamseaUS ([seller profile](#))
Supplied by: DreamseaUS ([seller profile](#))

Condition: New

1 of: *Amazon Basics Multipurpose Copy Printer Paper, 8.5" x 11", 20lb, 3 Ream (1,500 Sheets), 92 Bright*

\$20.34

Sold by: Amazon.com Services LLC
Supplied by: Other

Condition: New

1 of: *E-Z Ink (TM Compatible Toner Cartridge Replacement for Canon 125 CRG-125 3484B001 to use with ImageClass LBP6030w ImageClass LBP6000 ImageClass MF3010 Laser Printer (Black, 2 Pack)*

\$30.99

Sold by: ULTRAIMAGE INC ([seller profile](#))
Supplied by: ULTRAIMAGE INC ([seller profile](#))

Condition: New

1 of: *Officemate Recycled Wood Clipboards, Arch Lever Clip, 1 Pack Clipboard, Letter Size (9 x 15.5 Inches), Brown (83120)*

\$6.59

Sold by: Amazon.com Services LLC
Supplied by: Other

Condition: New

Shipping Address:

Guy Savage



United States

Shipping Speed:

FREE Shipping

Payment information

Payment Method:

Visa ending in 0153

Billing address

Guy W. Savage
PO Box 894

Item(s) Subtotal: \$92.23
Shipping & Handling: \$16.18
Free Shipping: -\$16.18

Total before tax: \$92.23

[Redacted]
United States

Estimated tax to be collected: \$7.14

Grand Total: \$99.37

Credit Card transactions

Visa ending in 0153: July 29, 2023: \$99.37

To view the status of your order, return to [Order Summary](#).

[Conditions of Use](#) | [Privacy Notice](#) © 1996-2023, Amazon.com, Inc. or its affiliates



LOS OLIVOS
 2880 GRAND AVE STE B
 LOS OLIVOS, CA 93441-9997
 (800)275-8777

08/21/2023 09:18 AM

Product	Qty	Unit Price	Price
Box Renewal			\$166.00
ZIP Code: 93441			
Box #: 345			
Rental Start Date: 09/01/2023			
Next Renewal Date: 08/31/2024			
Customer Name: LISA PALMER			

Grand Total: \$166.00

Personal/Bus Check \$166.00

Preview your Mail
 Track your Packages
 Sign up for FREE @
<https://informedelivery.usps.com>

All sales final on stamps and postage.
 Refunds for guaranteed services only.
 Thank you for your business.

Tell us about your experience.
 Go to: <https://postalexperience.com/Pos>
 or scan this code with your mobile device,



or call 1-800-410-7420.

UFN: 054560-0441
 Receipt #: 840-59130124-1-3385151-1
 Clerk: 07

ITEM 7 – CONTRACT WITH REGEN

CONTRACT WITH REGEN



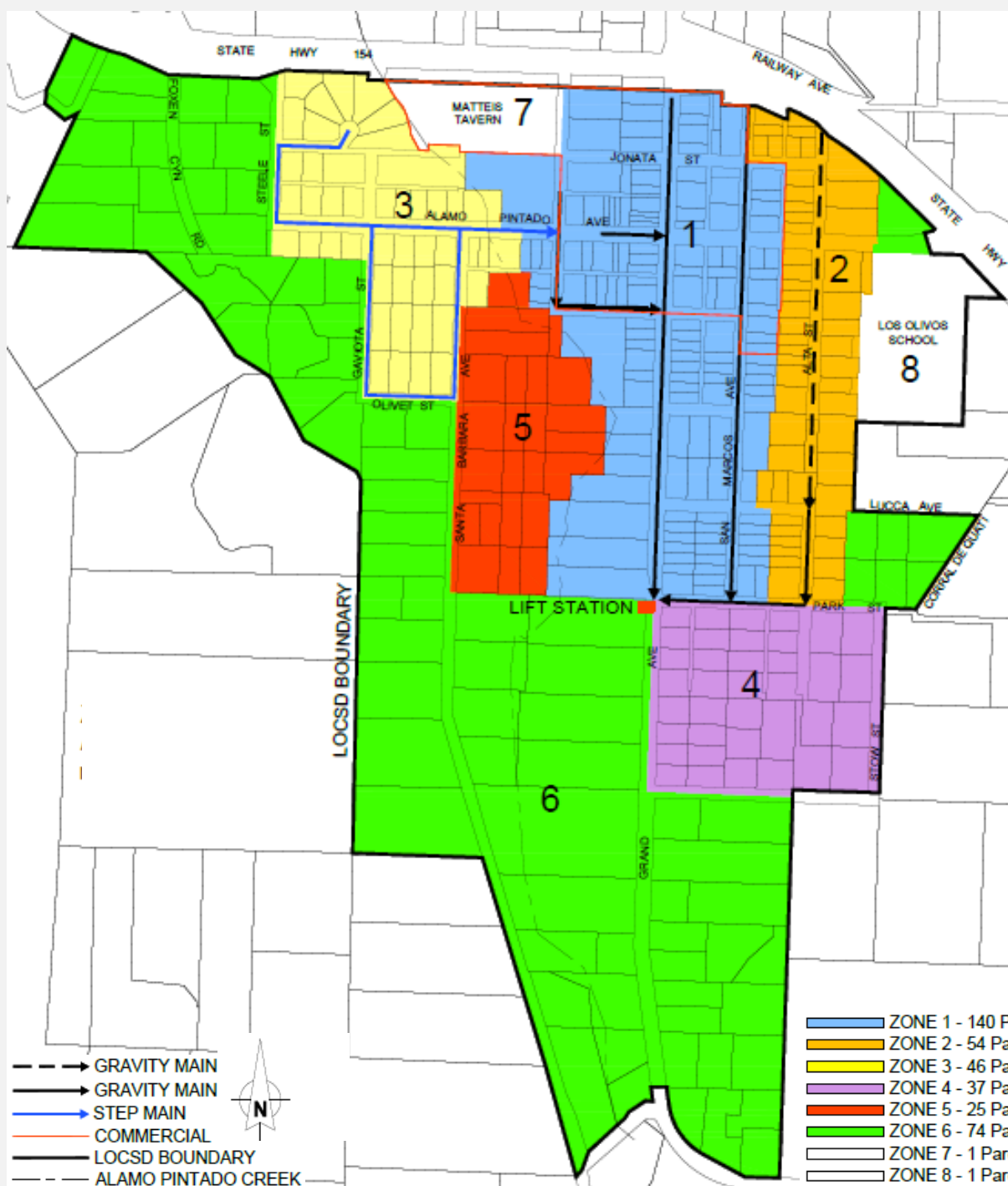
REGEN PROPOSAL AND CONTRACT
SEPTEMBER 2023

Guy Savage
General Manager

HYBRID COLLECTION APPROACH

- Eight zones
- Three technologies (gravity, effluent, advanced onsite)
 - Assume centralized treatment is MBR
Consistent with Stantec design
- Number of zones within each implementation phase will depend on grant funding and other efficiencies
- Use of individual advanced onsite systems in zone 6 is expected to be limited to 30 years
- Technology to be used in zones 7 and 8 is TBD





- - - -> GRAVITY MAIN
- — —> GRAVITY MAIN
- — —> STEP MAIN
- — — COMMERCIAL
- — — LOCSD BOUNDARY
- - - - ALAMO PINTADO CREEK

- ZONE 1 - 140 Parcels
- ZONE 2 - 54 Parcels
- ZONE 3 - 46 Parcels
- ZONE 4 - 37 Parcels
- ZONE 5 - 25 Parcels
- ZONE 6 - 74 Parcels
- ZONE 7 - 1 Parcel
- ZONE 8 - 1 Parcel



REGEN PROPOSAL

- 30% Design Hybrid Collection Approach
- Preliminary Analysis and Basis of Design (BOD)
- 30% Hybrid Wastewater Collection Design & Evaluation
- 30% Design GIS Mapping
- 30% Design Plans
- 30% Design Capital, Operation & Maintenance Cost Estimating
- Utility Review & Recommendations
- Value Engineering Recommendations



REGEN TIMELINE

- Early work begins immediately after contract signing
- Site visit 10/16/2023
- Estimated 120 days from start to completion
- Regular check-ins with GM, DE, and Technical Subcommittee
- Presentation of materials at end of effort

Kickoff, Site Visit,
Prelim Work,
BOD
(days 1-60)

15% Design
(through day 90)

30% Design
(through day 90)

Tech Docs, Maps,
Cost Estimating,
Value Engineering
(through day 120)



NOT PART OF EFFORT AND SPECIAL NOTES

- Comparisons - gravity fed 30% versus hybrid solution 30%
- Community treatment or disposal
- Assessment by parcel

- Gravity fed design did not include laterals, effluent sewer solution area will
- Zones for gravity fed design are different than hybrid collection



PATH TO COMMUNITY VOTE – ACTION PLAN

By Funded / Unfunded							Last Update: 9/8/2023			
Task	2023		2024		2024		FY 2023-24 Costs	FY 2023-24 Budgeted?	Total Costs	Well Costs
	Q3	Q4	Q1	Q2	Q3	Q4				
FUNDABLE (Funds exist in existing budget)										
Public workshops and outreach	Green							Y		
Technical Review	Green							Y		
Additional Technical Study / Design	Green	Green	Yellow	Yellow			\$90k+	N	\$90k+	\$90k+
Final Project Description		Green		Yellow				Y		
Finalize siting options		Green		Yellow				Y		
Find funding for well monitoring program	Green	Yellow						Y		
MHI study	Green						\$50k+	N	\$50k+	
Develop financing plan	Green							Y		
Seek grants and financing	Green	Green	Green	Green	Green	Green		Y		
UNFUNDED										
Drill three additional monitoring wells		Green	Yellow					N		\$150k+
Monitoring of Wells (5 years)			Green		Green			N		\$150k
60% Design		Yellow	Yellow	Yellow			\$300k+	N	\$300k+	
Assessment Engineer Report including benefit factors/rates		Yellow	Yellow	Yellow			\$50k+	N	\$50k+	
Environmental study, assessment and report (incl. public review)			Yellow	Yellow	Yellow		\$100k	N	\$150k+	
Polling for election feasibility					Yellow			N	\$25K	
Conduct Prop 218 workshops with public					Yellow	Yellow		N		
Voting process						Yellow		N	\$125k	
							\$590k+		\$790k+	\$300k+

Legend: Can be completed prior to (or without) a Final Project Description
 Cannot be completed prior to Final Project Description

*Project needs to make economic sense and be something that constituents will vote for



QUESTIONS AND DISCUSSION

U S POST OFFICE
LOS OLIVOS CAL
Ca 93441



FIN



HOW MUCH EFFLUENT (SEWAGE)?

[WEBSITE LINK](#)

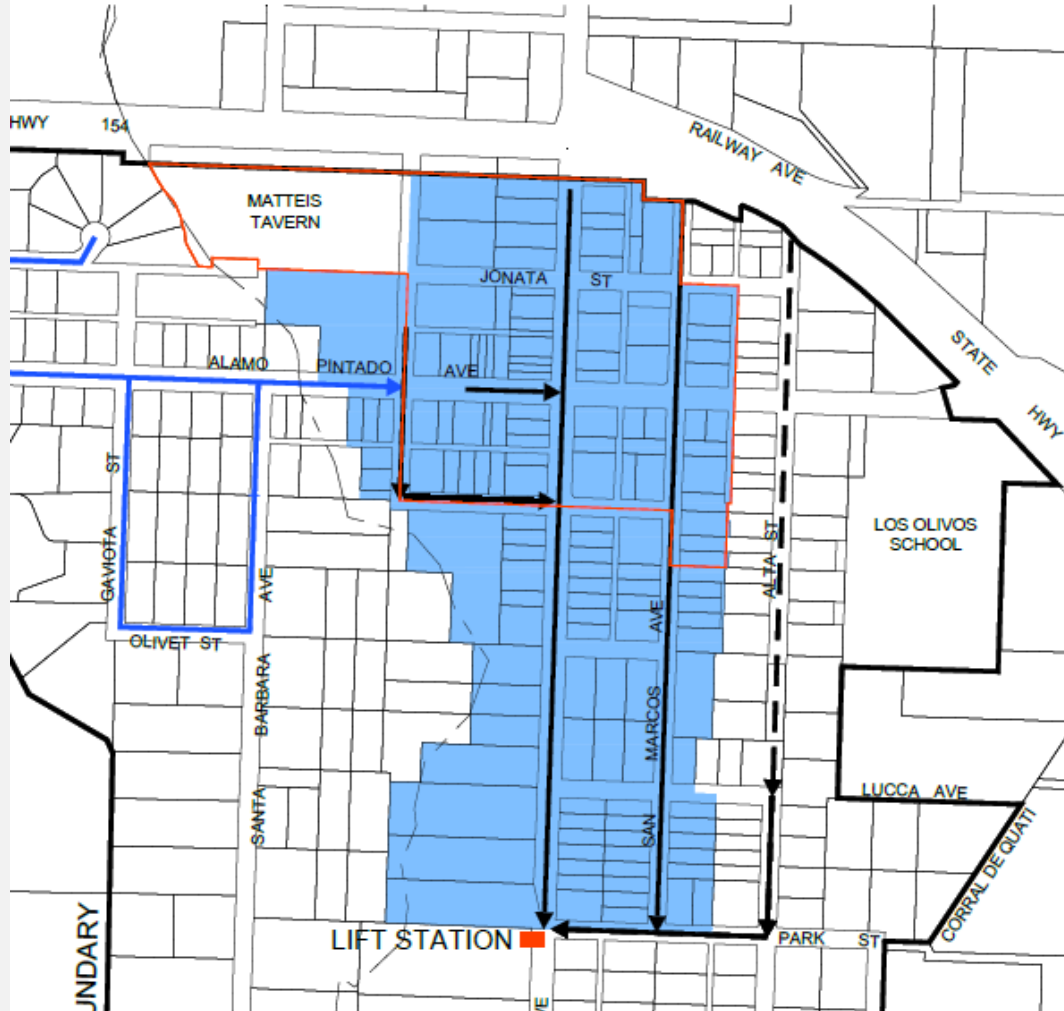
Design Flows

	Existing Flows (Calculated)	Proposed 20 -Year Buildout Design Flows	ADUs	Proposed 20 -Year Buildout Design Flows with ADUs
	Average Daily Flows - gal (Maximum Daily Flows - gal)	Average Daily Flows - gal (Maximum Daily Flows - gal)	Average Daily Flows - gal (Maximum Daily Flows - gal)	Average Daily Flows - gal (Maximum Daily Flows - gal)
Zone 1 – Commercial & Residential Lots	27,800 (89,000)	43,800 (140,000)		43,800 (140,000)
Zone 2 – Near to Downtown Residential	10,500 (33,700)	10,800 (34,400)		10,800 (34,400)
Zone 3 – Remaining Residential	58,000 (185,800)	63,300 (202,400)	2,600 (8,300)	65,800 (210,700)
Total	96,400 (308,500)	117,800 (376,800)	2,600 (8,300)	120,300 (385,000)

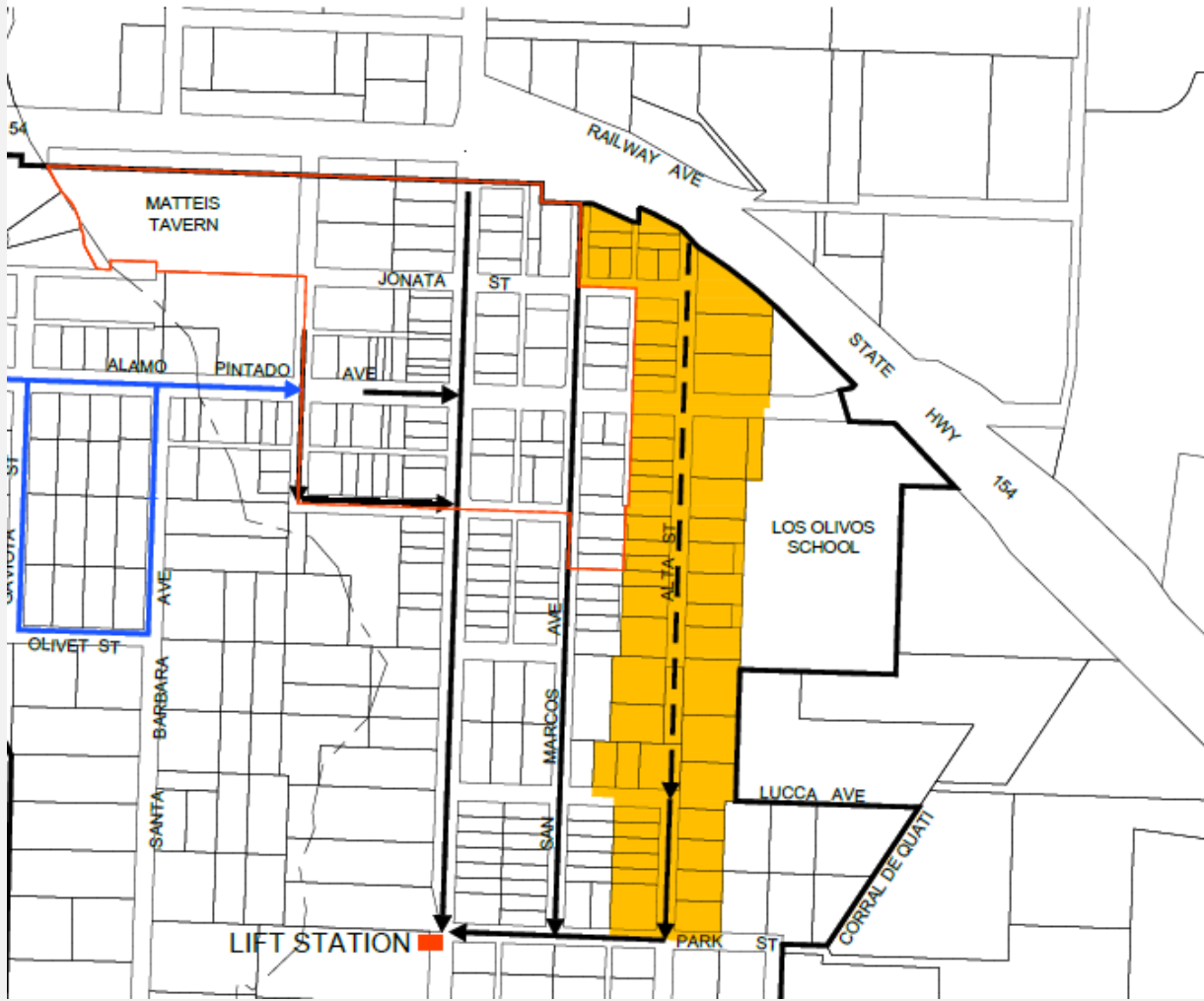
Note: Flows from the Basis of Design Report by Stantec dated January 7, 2022



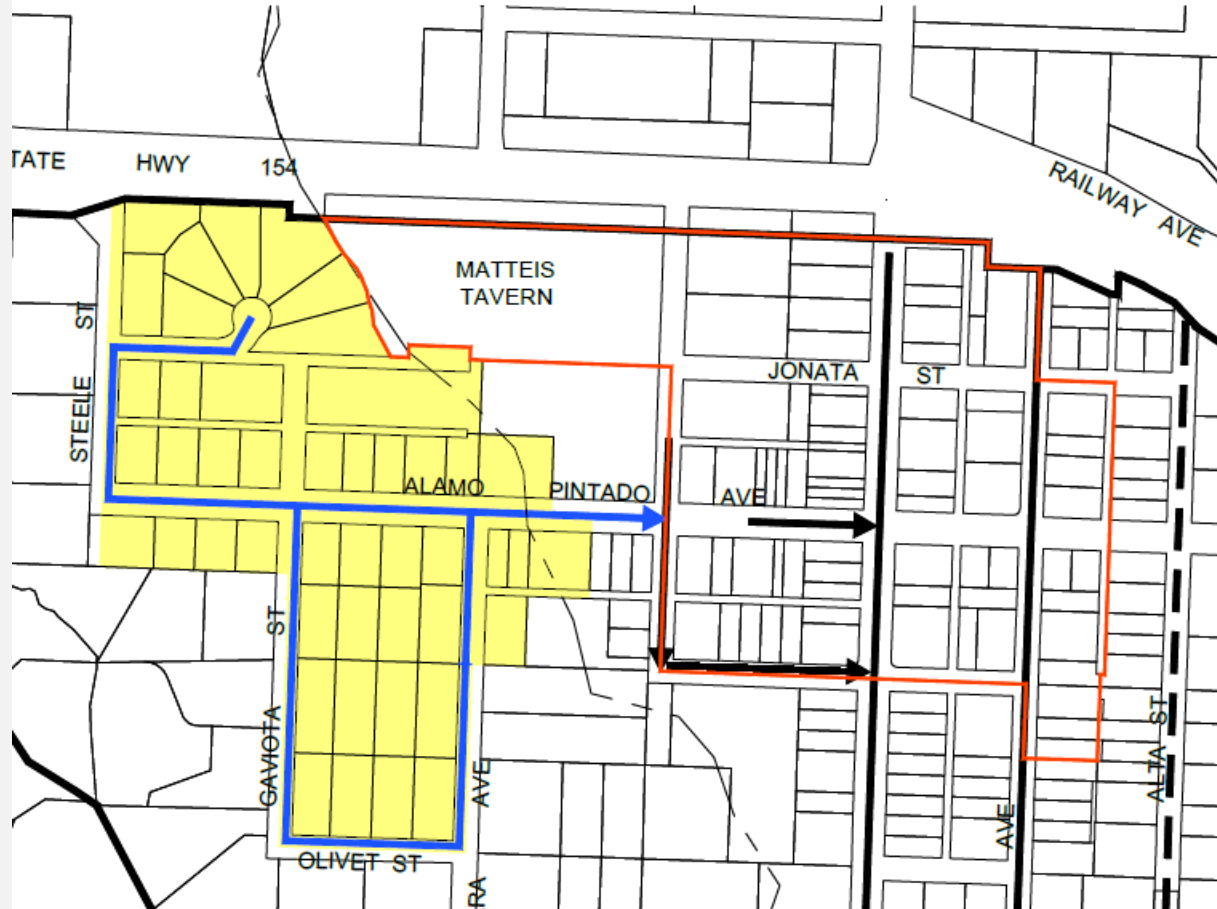
ZONE 1

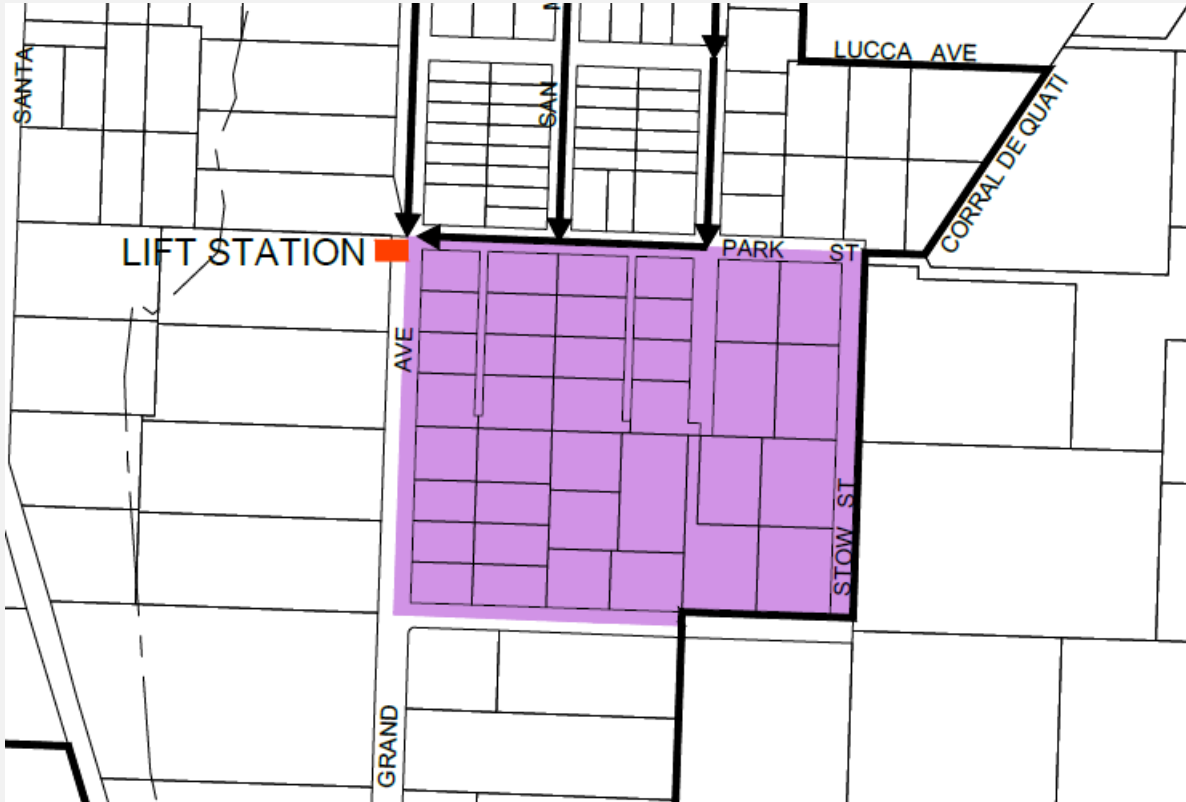


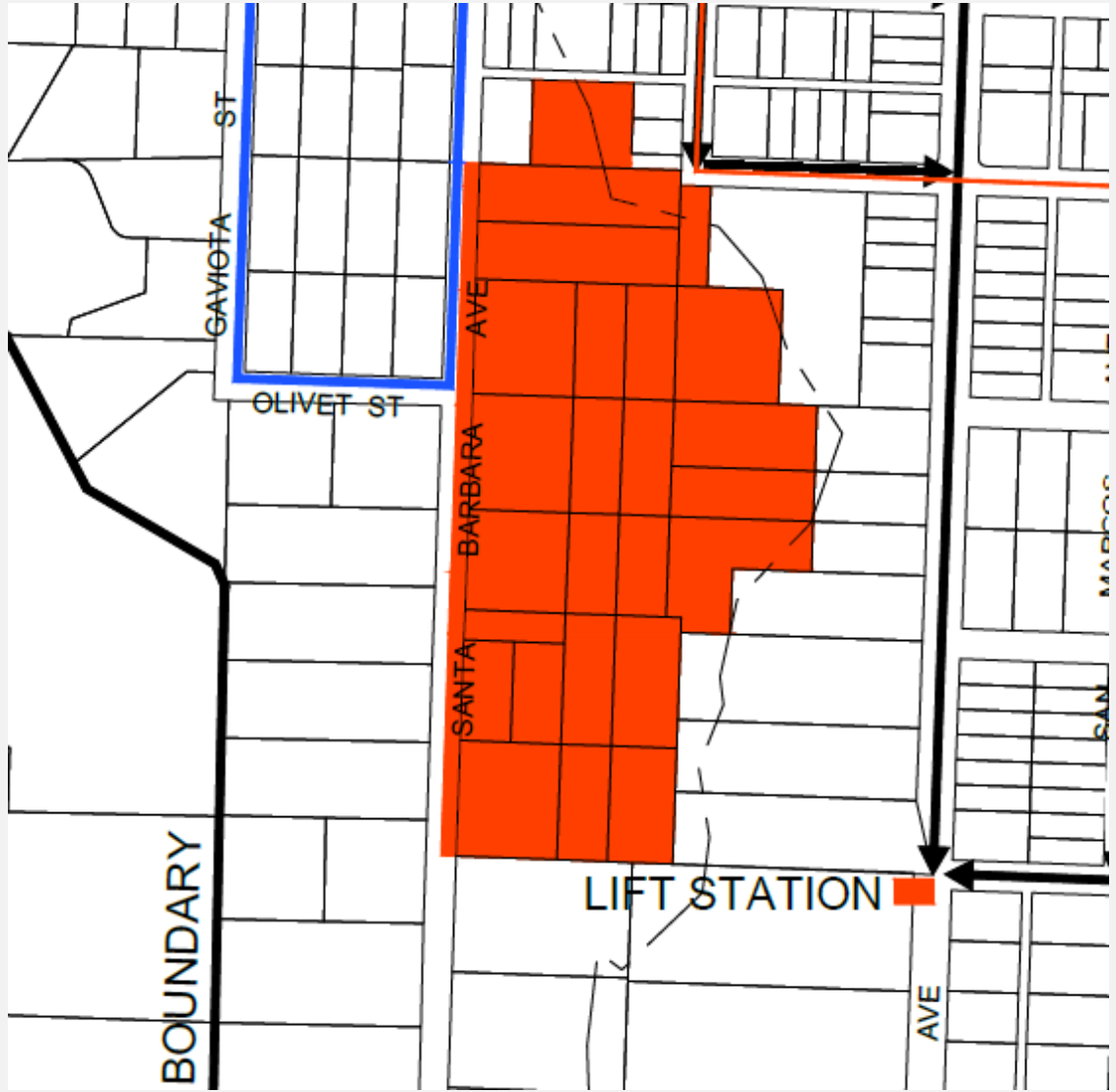
ZONE 2

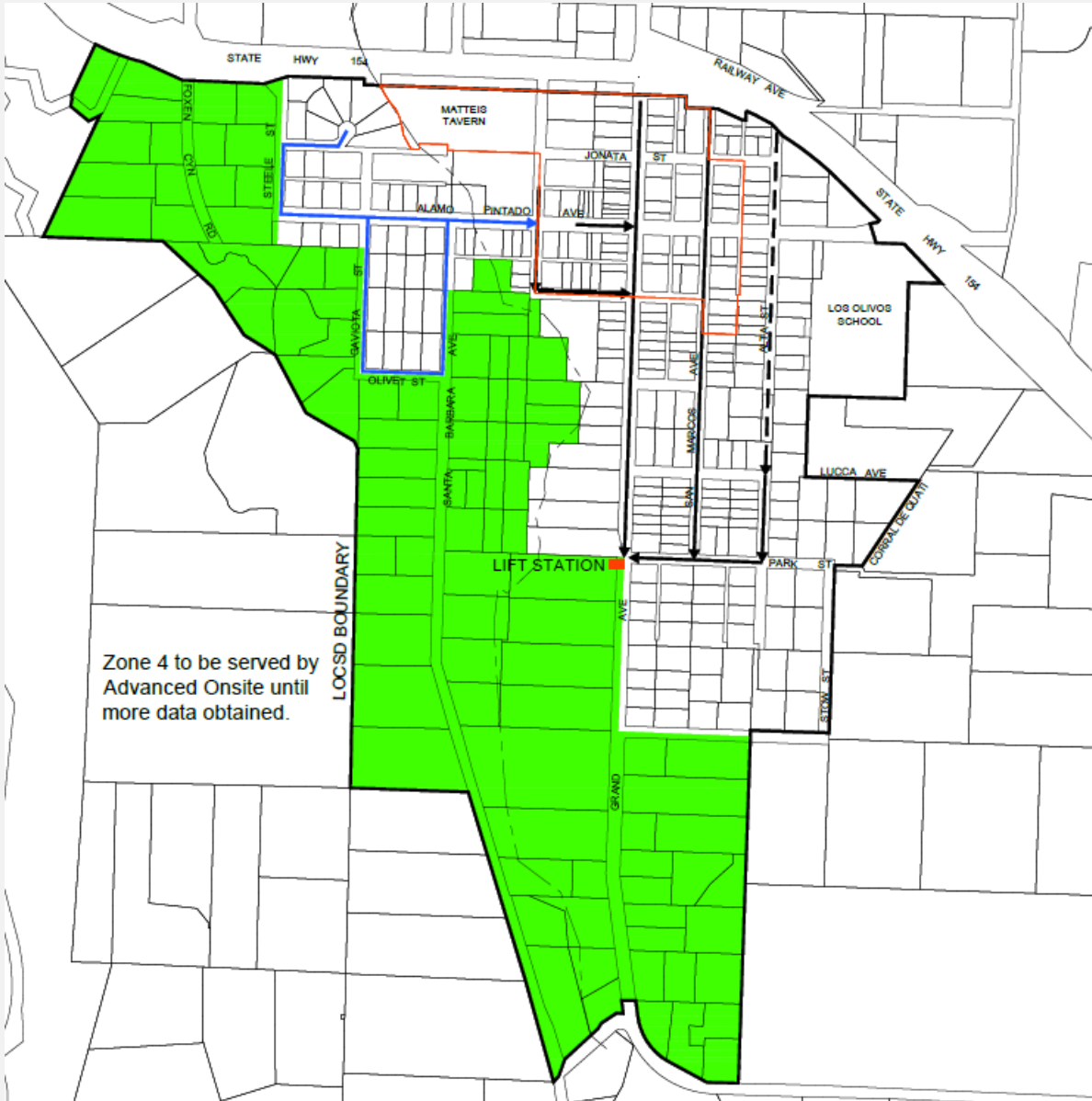


ZONE 3









Zone 4 to be served by
Advanced Onsite until
more data obtained.



Preliminary Proposal for:
**LOS OLIVOS WASTEWATER SYSTEM
ENGINEERING SERVICES - 2023**

Los Olivos, CA
September 6th, 2023
Rev 1.1

Prepared for:
Los Olivos Services District

Prepared by:
Regen AEC, PLLC
213 S 11th St
Boise, Id 83702
(541) 580-2980



Table of Contents

INTRODUCTION.....	1
Services	1
PROJECT SCOPE & APPROACH	2
Scope of Work	2
Preliminary Analysis and Basis of Design (BOD)	2
30 Percent Hybrid Wastewater Collection Design & Evaluation	2
30 Percent Design GIS Mapping.....	2
30 Percent Design Plans.....	2
30 Percent Design Capital, Operation & Maintenance Cost Estimating	3
Utility Review & Recommendations	3
Value Engineering Recommendations.....	3
Approach.....	3
Preliminary Analysis and BOD (Days 1-90)	3
30 Percent Hybrid Collection System Design & Evaluation (Days 90-120)	4
Project Schedule.....	4
Time of Performance from Contract Signing.....	4
FIRM CAPABILITIES & EXPERIENCE	5
Project Team	5
Project Principal.....	5
Key Engineer.....	6
Key Partner	6
Key Partner	6
ENGINEERING COMPENSATION.....	7
APPENDIX A (RESUMES).....	8
APPENDIX B (INSURANCE).....	9
APPENDIX C (REFERENCES).....	10
APPENDIX D (DRAFT FEE SCHEDULE)	11

September 6th, 2023

Attn: Guy Savage

Los Olivos Services District
PO Box 345
Los Olivos, CA 93441

Re: *Request for Proposal, Engineering Services, Wastewater Hybrid Collection System Design for Los Olivos, CA*

Dear Mr. Savage:

We are pleased to provide this proposal for preliminary design and analysis of the Los Olivos wastewater collection system alternatives as describe below. The professionals at Regen have represented public and private clients for more than two decades, and we would be privileged to provide our services to Los Olivos.

Regen is experienced in the evaluation of both wastewater collection and treatment alternatives with the knowledge necessary to evaluate all aspects of the financial sustainability performance objectives including working capital, debt coverage, equipment, and revenue sufficiency to meet operating needs, while working with communities or clients to ensure all avenues are explored.

The attached proposal outlines our preliminary qualifications and scope of work. Tristian Bounds will be the authorized representative responsible for negotiations and signing of any contract which may result from acceptance of this proposal.

Should you have any questions, please feel free to contact us. We look forward to working with you.

Sincerely,



Tristian Bounds, PE
Principal Engineer and Owner - Regen AEC

INTRODUCTION

We appreciate the opportunity to be considered for the *Los Olivos Sewer System Design Service*. Regen works directly with our clients to identify the project requirements and fundamentals, developing designs and solutions using the latest technologies and processes as proven from our experience, to maximize cost-effectiveness, and cradle-to-cradle sustainability.

Regen is committed to the protection and reuse of our water resources. The collection, treatment, and reuse of treated water has been a focus of our research and development for years. This project is an exciting opportunity for us as it is directly within our realm of expertise, is in a town we have previously worked with, and it could include innovative approaches to water resource management.

Services

The project will include engineering services as described in the tasks below. This effort will determine an alternative wastewater collection system approach including conceptual feasibility and costs. Regen proposes to develop a Basis of Design Report and preliminary collection system design with optional alternative routes for collection based on potential site locations and reuse opportunities.

With the knowledge accumulated over decades of research, design, and specification, Regen has worked to utilize GIS information to estimate collection systems layouts, equipment, and accurately estimate the current costs for installation of selected collection equipment.

We will evaluate sewer configurations that will be a viable and sustainable solution for the collection and transport of Los Olivos wastewaters to a central location for treatment and meet all California and/or Federal requirements while considering the potential for advanced onsite systems outside of the district core and in less dense areas; address potential groundwater issues; and protect the local watershed area.

PROJECT SCOPE & APPROACH

The scope for the Los Olivos wastewater collection system design will include a Basis for Design, 30 Percent Hybrid Collection Design including GIS based mapping, Capital Expenditure Estimations, and Operations and Maintenance Expenditure Estimates, Utility Review & Recommendations, and Value Engineering Recommendations.

Scope of Work

Preliminary Analysis and Basis of Design (BOD)

Los Olivos Hybrid Collection System Design will consist of an evaluation of the current communication strategy; summary of existing systems; evaluation of alternatives and recommendations for sewer collection; and an evaluation of management requirements. The Basis of Design will include the following:

1. Evaluation of known factors from previous engineering work
2. Hydraulic and biologic load analysis
 - a. Evaluation of previous engineering work
 - b. Adjustments based on Effluent Process Tanks (effluent sewer design)
 - c. Loading analysis per collection system zone as adopted by the LOCSB Board of Directors
3. Right Of Way, Easement, bridge and/or Property crossings evaluation
4. Conceptual collection system design configurations for District Evaluation and consideration
5. Regen will refine and work with District to finalize the BOD for the hybrid collection system

30 Percent Hybrid Wastewater Collection Design & Evaluation

The hybrid wastewater collection system design will focus on collection system layouts, hydraulic grade line analysis, capital and operational expenditures, detailed design drawings and specifications to allow for evaluation and comparison of alternatives for the full collection system within the boundaries of the unincorporated community of Los Olivos.

30 Percent Design GIS Mapping

Geographic Information System mapping will be provided identifying all pertinent boundaries, horizontal building footprints, and equipment placement. ESRI software will be utilized to provide as detailed information as available.

Regen will work with the District to utilize previous completed digital mapping to assist in the accurate placement of gravity sewer equipment where necessary. It is assumed that the following work has been completed and can be utilized in this design effort: AutoCAD base mapping can be provided with 1=20' scale and 1-foot contour intervals, storm drain locations and sizing, semi-permanent survey control points, and right-of-way mapping.

30 Percent Design Plans

We will develop 30 percent hybrid wastewater collection system design plans utilizing the BOD and previous data made available. The design will incorporate mapping provided through ESRI software and additional software developed for wastewater collection system design. Regen will incorporate the following into the design plans:

1. Best practice routing of low-pressure liquid only effluent sewer lines
2. Adaptation of previous gravity sewer design models
3. Hydraulic Models of effluent sewer

4. On lot general details of effluent sewer process tanks and connections to mainlines
5. Details of right-of-way line installation
6. Prepare a 30 percent preliminary hybrid wastewater collection system plan set in AutoCAD format. Plans are expected to include roughly 30 sheets of main sections and details.
7. The plans will include all recommended sizing of collection tanks, laterals, main lines, and auxiliary equipment.

30 Percent Design Capital, Operation & Maintenance Cost Estimating

Capital cost estimating will be organized via zones and based on a Class IV feasibility study estimate. Regen will work with the district to provide accurate cost estimating based on equipment and construction bids for the on-lot portion of the effluent sewer design as well as RS Means and local contractors estimating for main lines. We will utilize the estimates provide in the previous gravity sewer design for the adjusted gravity sewer estimating.

We will utilize references for estimating operations and maintenance costs as well as repair and replacement costs for both gravity and effluent sewer system. Operations and Maintenance costs will include estimated man hours as well as energy consumption. Repair and replacement costs will be based on estimated life expectancy of equipment and 30-year Net Present Value.

Utility Review & Recommendations

Regen will work with the District to utilize all data, utility research, and base mapping information provided by previous work. This is assumed to include: as-built drawings, County Road basemaps, USA Dig Alert as-bult data, utility basemap information, and additional project constraints or features that may impact the design of the hybrid collection system. An additional evaluation of proximity of drinking water lines to proposed hybrid collection solution wastewater lines will be conducted.

Value Engineering Recommendations

Value engineering of alternative collection system routing will consider costs for construction, operation and maintenance, and potential for reuse.

Regen intends to consider alternative collection system scenarios and evaluate the consequences for wastewater flows, collection, treatment, dispersal, and financing associated with various collection system layout and design.

Los Olivos has been considering groundwater nitrate concerns which will likely require a high level of treatment prior to wastewater from individual septic systems discharge of effluents. Due to these high costs and polluted aquifer, the community has been working towards a community-based solutions for many years. Regen plans to evaluate the impacts the hybrid collection system and how advanced onsite systems outside of the district core impact these groundwater issues; and protect the local watershed area. In addition to evaluating the impact to groundwater we will include preliminary cost estimates for various advanced onsite systems and compare those costs to that of extending the effluent sewer to these zones.

Approach

Preliminary Analysis and BOD (Days 1-90)

Kick-off meetings (both virtual and in person) will establish a common focus, identify, and understand major constraints, confirm the overall project scope, establish communication plan, agree on major reference data, establish priority list, and confirm overall schedule. The kick-off

meetings, detailed team briefings, and site visit will involve the core team and others as required and approved.

The main activities planned for this stage are:

1. Develop the Basis of Design.
2. Complete engineering preliminary design (15%) and system layouts in sufficient detail for rough estimating purposes.
3. Prepare a Project rubric document suitable to evaluate pros and cons of various alternative routes and system configurations. Rubric general basis will be approved by the review group prior to acceptance.
4. Undertake technical audits throughout the design process.

30 Percent Hybrid Collection System Design & Evaluation (Days 90-120)

This Stage is a production exercise, in which the preliminary design of the collection system is finalized through the design, specification, and technical documentation.

The main activities planned for this Stage are:

1. Complete hybrid wastewater collection system engineering preliminary design (30%) and system layouts in sufficient detail for estimating purposes and prepare materials takeoffs in all zones.
2. Prepare technical documentation and issue enquiries for all major equipment for the purposes of developing the capital, operating cost, and repair and replacement frequency and cost estimates.
3. Commence capital, operating cost, and repair and replacement estimates.
4. Finalize a Project rubric document suitable to evaluate pros and cons of various alternative routes and system configurations.
5. Review existing utilities and conflicts that will require resolution with hybrid collection system.
6. Value engineering recommendation, in which the general treatment needs are evaluated based on the collection system rubric and recommendations are provided to assist in future planning for siting and treatment needs.
7. Evaluate the benefits of combining sewer installation with fiber optic services installation and benefits to the community with combined efforts.
8. Undertake technical audits throughout the design process.

Project Schedule

Time of Performance from Contract Signing

Estimated timeframe for phased engineering work

- | | |
|--|----------|
| 1. Kick-off Meeting & BOD Evaluation Period | 60 days |
| 2. Preliminary Configuration & Rubric Creation (15%) Design: | 90 Days |
| 3. Draft Design (30%): | 90 Days |
| 4. Technical Documentation & Cost Estimating (30%): | 120 Days |
| 5. Rubric & Value Engineering Evaluation: | 120 Day |

FIRM CAPABILITIES & EXPERIENCE

This Regen led team are consulting firms dedicated to helping small communities integrate sustainable wastewater infrastructure into their neighborhoods. Our people have the passion, the drive, and the creativity to produce high quality work effectively and efficiently. We deliver highly technical water and wastewater planning, design, and construction management services for public and private clients across the West Coast.

For the *Los Olivos collection system design*, the teams of Regen AEC will develop accurate evaluations of collection systems alternatives for each site within the community. Regens teams experience is unique to wastewater consulting, from collection to dispersal or reuse. The team brings over 100 years of experience delivering sustainable wastewater projects to small communities around the world. The skills acquired during this time were gained by performing facility planning, feasibility evaluations, full designs, and design reviews of proposed wastewater systems from many of the best engineering firms in the world. These designs include evaluation of the four different types of wastewater collection, and a myriad of different wastewater treatment processes that ranged from simple facultative lagoons to complex Membrane Bio Reactors. Designs have included wastewater collection layout, and sizing, along with treatment facility configuration and sizing, and dispersal or reuse systems to meet varied discharge requirements from around the world. Through the years, the Regen team has witnessed the absolute best designs as well as some of the worst - we have seen it all, learned from the best, and utilized that experience in all our design services.

Each team member is experienced in both presentation and community outreach and can present relevant information in a concise and easily understood way. These skills have been honed through presenting at major conferences around the world, presenting in public hearings, and engaging in local meetings.

Project Team

Project Principal

Principal, Regen AEC, LLC – Tristian Bounds, P.E.

Tristian is the owner and principal of Regen AEC, PLLC, the premier decentralized wastewater design firm in Boise, Idaho. He has over 20 years of experience in the wastewater engineering and reuse fields and provides design services to scores of districts, developers, and clients. Having been responsible for facility planning, engineering design, construction oversight, operations and maintenance and system troubleshooting on systems throughout the North America, the Middle East, Central & South Americas, the Caribbean and Pacific Islands. His expertise is in equipment analysis, specification, and design, with many years of experience designing and installing systems in difficult situations such as extreme climates, high groundwater, or nutrient sensitive water bodies, and overseas.

After moving to Boise Idaho in 2017 Tristian partnered with local architects and engineers to develop Regen AEC. Together, the Regen team has specialized in planning, permitting, design and specification, and construction oversight of projects in various parts of the world.

Key Role: Tristian will act as Project Manager for the project and will be the main contact for the project. Tristian will be heavily involved in all aspects of the study, including working directly with community members, managers, key staff, and consultants to ensure the best result possible.

Key Engineer*Design Engineer, Contracted under Regen AEC – Terry Bounds, PE*

Terry has over 50 years in the wastewater industry, many of which have been focused on helping to guide small communities secure sustainable wastewater solutions. Terry spent fourteen years as a special studies engineer for the Douglas County, Oregon, Public Works Department. During that time, he worked on a wide variety of engineering projects, most notably the pioneering 2,300-unit effluent sewer (STEP/STEG) system in Glide, Oregon. He did much of the research that led to the decision to use STEP/STEG technology at Glide, and then designed the community's collection and treatment system. Terry currently oversees all operations and management of the Glide Sewer System.

In the early 1980's, Terry became an owner of Orenco Systems Inc., a Roseburg, Oregon, company created to design and manufacture carefully engineered equipment for onsite treatment systems and decentralized effluent collection systems. Terry is arguably the single most well-versed engineer in the world with respect to effluent sewer design.

Key Role: Terry will act as Civil Engineer of Record for the project and will assist Tristian in the development of design drawings, specifications, and technical documents.

Key Partner*President, Digital Infrastructure – Bill Cagle*

Principal and senior level project manager with over 30 years of experience in municipal projects. Bill is well acquainted with the special needs of municipalities. He specializes in water and wastewater implementation and strategy, plan reviews, collection system software development, and public and private wastewater system funding. Bill has extensive experience working for municipalities as a consultant and working as a public employee.

Key Role: Bill will aid with the use of GIS software for development of best path analysis for collection system alternatives as well as assist Tristian in the development of value engineering rubric and recommendations.

Key Partner*GIS Specialist & Designer, Digital Infrastructure – Chris Jordan*

Senior level special projects manager with over 35 years of experience in GIS and design of wastewater system. Chris has extensive experience in design and drafting of wastewater collection, treatment, and dispersal systems.

Key Role: Chris will aid with the use of GIS software for development of best path analysis for collection system alternatives as well as assist Terry & Tristian in the development of design drawings and specifications.

ENGINEERING COMPENSATION

The client will compensate engineer for the work specified above. Costs shall constitute complete compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Work. Fees associated with application and permitting are not included.

Compensation for initial Scope of Work not to exceed:

- | | |
|---|----------|
| 1. Preliminary Sewer Analysis and Development of BOD: | \$30,000 |
| 2. 30 Percent Analysis & Design: | \$40,000 |

Our proposed compensation is a fixed price contract sum of Seventy Thousand dollars (\$70,000).

Our fees do not include permitting costs or industry standard reimbursable costs such as project printing, renderings requested by the owner, travel above maximum proposed trips, and requested changes to the project scope once the design and documentation have been accepted. For those items that are determined to be reimbursable, we will invoice them at 1.10 times the amount from the vendor.

Best Regards,



Tristian Bounds, PE
Regen AEC
tristianb@regenaec.com

APPENDIX A (RESUMES)

NATHAN TRISTIAN BOUNDS, P.E.

REGEN AEC, PLLC | (541) - 580 - 2980 | tristianb@regenaec.com



QUALIFICATIONS

Accomplished civil engineer with significant experience in water and wastewater collection and treatment. Background includes developing new treatment process and equipment, as well as designing state-of-the-art treatment facilities. Developed engineering work experience in a high-tech manufacturing environment. Skilled in staff supervision, collection and treatment systems design, system troubleshooting, technical evaluation, and construction oversight. Experience with customer service, technical sales, international development, and interpersonal social skills.

LICENSE

Professional Engineering License (P.E.)

- State of Oregon, U.S.A. #74747 (December, 2007)
- State of Washington, U.S.A. #47965 (March, 2011)
- State of Utah, U.S.A. #10094202-2202 (September, 2016)
- State of Idaho, U.S.A. #P-18483 (February, 2019)
- State of Texas, U.S.A. #141071 (February, 2021)
- State of Arizona, U.S.A. #78692 (June, 2023)
- State of New Mexico, U.S.A. (August, 2023)

EXPERIENCE RECORD

Principal & Founder

1-1-2019 to Present | Regen AEC, PLLC. | 213 S 11th St., Boise, ID 83702

Character of Work:

- High Performance environmental engineering, wastewater collection and treatment systems design, nitrogen reduction facilities, facility planning; project cost estimating, sustainable wastewater infrastructure specifications, grey water treatment and reuse, blackwater reuse, underground vessel design, and other engineering-related functions including civil engineering, structural engineering, microbiology, etc.

Tasks:

- Complete engineering design, specification, and inspection.
- Specializing in sustainable systems design including alternative materials, energy sources, and water reuse.
- Construction Management.
- Develop facility plans.
- Specializing in difficult wastewater collection system analysis.
- Provide construction oversight and facilitate commissioning of systems as well as operation and maintenance assistance and process troubleshooting.

Research and Development Engineer

1-5-2000 to Present | Orenco System Inc. | 814 Airway Avenue, Sutherlin, OR 97479.

Character of Work:

- Special studies, Water Reuse process and product design, Nitrogen Process and product design, Product Development.

Tasks:

- Manage Process Research and Development Projects.
- Develop new processes for wastewater treatment.
- Develop new equipment for wastewater treatment, wastewater collection, water treatment, and storm water treatment.

APPENDIX B (INSURANCE)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/06/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alex Hunt Insurance, LLC 195 North 200 East Logan, UT 84321	CONTACT NAME: Alex Hunt PHONE (A/C, H/O, Ext): 435-753-1573 E-MAIL ADDRESS: alex.hunt@american-national.com	FAX (A/C, H/O): 435-752-0737
	INSURER(S) AFFORDING COVERAGE	
INSURED REGEN PLLC 220 N 10TH STREET BOISE, ID 83702	INSURER A: American National Property & Casualty NAIC # 28401	
	INSURER B: Hartford Casualty Insurance Company	
	INSURER C: HISCOX PRO Insurance Intermediaries, Inc	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL COVERAGES	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X X	1101E0031	03/18/2021	03/18/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Agg occurrence) \$ MED EXP (Any use person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPLETED OPS \$ 1,000,000 OTHER \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY & JTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	1101C0220	03/18/2021	03/18/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEED <input type="checkbox"/> RETENTION \$	X	1101X0599	03/18/2021	03/18/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000 OTHER \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EMPLOYEE? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A X	45 WEC AD5MGR	06/26/2020	06/26/2021	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 Aggregate Limit 1,000,000 Each Claim Limit 1,000,000
C	HISCOX PRO Professional Liability		ANE4754807.21	03/25/2021	03/25/2022	Aggregate Limit 1,000,000 Each Claim Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS: VEHICLES (ACORD 101, Additional Remarks 3 schedule, may be attached if more space is required)
 Owner, Equity LifeStyle Properties, Inc.; Realty Systems, Inc.; their respective subsidiaries, affiliates, shareholders, beneficiaries, partners, nominees, agents, associated entities and trusts; and the respective officers and directors of each to be listed as Additional Insured for both ongoing and completed operations, with respect to Commercial General Liability.

Coverages evidenced above are Primary and Noncontributory. No business use exclusion applies for the Automobile policy.

CERTIFICATE HOLDER (Signature area)	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
---	---

APPENDIX C (REFERENCES)

References			
Project Manager	Client	Contact	Project Description
Tristian Bounds	Ten Mile Creek	Chris Finley (208) 867-3884 chris@chrisboise.com	In 2020 Regen began working on a master plan facility plan for the Spring Rock Development for Ten Mile Creek. The development includes 2,000 homes, commercial facilities, and schools
Tristian Bounds	Epic Development	Jarron Langston (208) 724-6239 jarronlangston@gmail.com	In 2021 Regen began working on a multiple water reuse collection, treatment, and irrigation designs for Epic. The work includes permitting through Idaho DEQ, including technical reports, preliminary engineering reports, and plan and specification submittals
Tristian Bounds	Ferber Resorts	Stewart Ferber. (818) 919-9524 ferberresorts@yahoo.com	In 2017 Regen began working on a Marriott Hotel wastewater solution including collection, treatment and dispersal permitted through Utah Water Quality. In 2020 Regen expanded the facility capacity to include collection, treatment, and dispersal for an additional 160 RV spaces and facilities.

APPENDIX D (DRAFT FEE SCHEDULE)

Compensation

If awarded the contract the estimated compensate schedule per phase of project development and for the work specified above will be discussed in detail, but is typically set at 10% of construction costs. Costs shall constitute complete compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Work. Fees associated with application and permitting are not included.

2023 Pay Rate Schedule

Professional Classification	Travel Time Hourly Rate	Hourly Rate
Architect/Designer	\$125.00	\$175.00
Professional Engineer	\$125.00	\$250.00
Engineering Review	\$125.00	\$200.00
Intern	\$70.00	\$100.00
Drafting	\$70.00	\$100.00
Construction Manager	\$95.00	\$120.00
Administrative/Clerical Support	\$35.00	\$75.00
Reimbursable Expenses	1.1 x cost	1.1 x cost

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN**

**THE LOS OLIVOS COMMUNITY SERVICES DISTRICT
AND
REGEN PLLC**

This agreement is made and entered into, effective September 22, 2023 between the LOS OLIVOS COMMUNITY SERVICES DISTRICT, a California special district (“District”), and REGEN AEC, an Idaho professional limited liability company (“Consultant”).

RECITALS

WHEREAS, following District’s Request for Proposal process, the District desires to contract with Consultant for certain professional engineering services necessary for the development of thirty percent (30%) design related to a Los Olivos Community Services District developed hybrid collection solution (“Project”).

WHEREAS, Consultant represents that it has the qualifications and technical skills, experience and expertise to perform these services for the District.

NOW THEREFORE, based on the terms and conditions herein, the parties agree as follows:

1. Scope of Services

Consultant shall perform the professional services required to complete the Project for the District as described in the Scope of Work attached as Exhibit “B” and incorporated by reference herein.

All work and services by Consultant shall be performed in a diligent and professional manner.

Consultant warrants that its services shall be performed, within the limits prescribed by the District, in a manner consistent with the level of care and skill ordinarily exercised by environmental, planning, and engineering professionals under similar circumstances at the time its services are performed. No other warranty or representation, express or implied, is included or intended by Consultant’s Proposal, this Agreement, or any reports or documents prepared herewithin.

Consultant agrees to undertake the discrete tasks outlined in Exhibit “B” only upon consultation with and authorization from the District’s General Manager.

As further described on Exhibit “B”, Consultant’s Services include:

1. A site visit to the community of Los Olivos during the first thirty (30) days of the performance period of the contract.
2. Performing a review of applicable District, County of Santa Barbara, State of California, and Federal documents for the purpose of completing the Project and making recommendations, including value engineering, related to the hybrid collection system, which includes elements of gravity fed sewer collection, effluent sewer collection and treatment, and advanced onsite collection, treatment, and disposal.
3. Attending monthly status and design coordination meetings with the District General Manager, District Engineer, and/or the District Technical Subcommittee.
4. Attending a meeting of the Board of Directors for the Los Olivos CSD to present findings and answer questions.

2. Term of Contract

Unless otherwise earlier terminated as specified in Section 9, this Agreement shall commence on the date set forth above and shall expire at completion of the Project no later than May 31, 2024. Consultant shall complete all work in accordance with the timelines set forth in the Proposal, unless both the District and Consultant agree, in writing, to an extension. Any such extension to the Term of Contract shall specify a date by which all work shall be completed.

3. Force Majeure

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement will be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Project Manager, such delay is justified. The Project Manager's determination is final. In no event will Consultant be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

4. Independent Contractor Relationship

- a. It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of Consultant to District being that of an independent contractor. District shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to Consultant.
- b. Consultant is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by the District and for coordinating all portions of the work so the results will be satisfactory to District. Consultant will supply all tools and instruments required to perform its services under this Agreement.
- c. Pursuant to this Agreement, Consultant is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

5. Compliance with Laws

Consultant will be solely responsible for giving all notices and complying with any and all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to Consultant's work, including but not limited to those relating to copyright, trademark or other intellectual property matters.

6. Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary due to negligence by the Consultant in the performance of the services required by this Agreement; and shall indemnify, defend and hold harmless District against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder.

7. Environmental Laws.

Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

8. Acknowledgment of Relationship

Consultant agrees that all dealings of the parties under this Agreement shall be confidential, and writings, reports, data, information or communication developed, prepared or assembled by Consultant under this Agreement, or any information made available to Consultant by District, shall not be revealed, disseminated or made available by Consultant to any person or entity other than District without the prior written consent of District, unless otherwise required by subpoena or applicable law.

9. Payment to Consultant

- a. District shall pay Consultant monthly in proportion to the services performed plus reimbursable expenses and charges for additional services within forty-five (45) days after receipt of Consultant's invoices in a form approved by District's, with the exception of any disputed amounts which shall be withheld until resolution of the dispute. Payment terms are further described on Exhibit "C".

Total Project Cost not to Exceed: \$ 70,000

- b. No payment made under this Agreement shall be conclusive evidence of Consultant's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of Consultant's work.

10. Assistance by District

District agrees to provide to Consultant available information of relevance to Consultant's work, including all data and documents pertaining to the Project. District pledges to work cooperatively with Consultant and render all reasonable assistance toward completion of Consultant's work.

The District's Project Manager shall be General Manager, Guy Savage.

11. Ownership of Documentation

All maps, data, reports and other documentation (other than Consultant's drafts, notes and internal memoranda), including duplication of same prepared by Consultant in the performance of these services, shall become the property of the District and shall be retained by the Consultant for a period of three years after completion of the Project. If requested by the District, all, or the designated portions of such documentation, shall be delivered to the District.

12. Termination of Contract

Consultant specifically acknowledges and agrees that the District may at any time during the term of this Agreement terminate Consultant's services with or without cause, and without penalty, at the completion of any phase of Consultant's services as set forth in Exhibit "B." Any termination or any special instructions hereunder from District shall be made in writing. In the event this Agreement is terminated, all data, specifications, documents and information generated by Consultant in connection with the Project shall be delivered to District and may be used by District. Copies of these materials may be retained by Consultant.

13. Indemnification and Hold Harmless; Insurance Requirements

a. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, and hold harmless District and its officers, employees, agents (the "District's Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

b. Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless District and District's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

c. Submission of insurance certificates or other proof of coverage shall not relieve Consultant from liability under this indemnification and hold harmless provisions. These provisions shall survive the termination of this Agreement and shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

d. Prior to the commencement of the Project, Consultant shall provide District with proof of the types and amounts of insurance described on Exhibit "A".

14. No Assignment

This Agreement is a personal services contract and work hereunder shall not be delegated or assigned by Consultant to any person or entity without the advance written consent of District. Consultant shall not employ any subcontractors for its work.

15. Examination of Records

Consultant agrees that District shall have access to and the right to examine at any reasonable time and on reasonable notice Consultant's documents, papers and records, including accounting records, relating to or involving this Agreement.

16. Notice

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage paid mail addressed as follows:

To Consultant:

Tristian Bounds
Principal
Regen PLLC
213 S 11th Street
Boise, ID 83702

To District:

LOS OLIVOS COMMUNITY SERVICES DISTRICT
Attn: General Manager
PO Box 345
Los Olivos, CA 93441

or such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be agreed to have been received three (3) days after mailing.

17. No Waiver

No failure or delay by District in asserting any of District's rights and remedies as to any default of Consultant shall operate as a waiver of the default, of any subsequent or other default by Consultant, or of any of District's rights or

remedies. No such delay shall deprive District of its right to institute and maintain any actions or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

18. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

19. Terms

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

20. Incorporation of Recitals

The foregoing recitals are incorporated herein as though fully set forth.

21. California Law

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. Any dispute between the parties shall be filed and heard in a court of competent jurisdiction in the County of Santa Barbara, State of California.

22. Additional Provisions

Consultant agrees that no full time employee of District shall be employed by its firm during the period that this Agreement is in effect.

23. Nondiscrimination

Consultant 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. Consultant 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.

Consultant 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.

24. Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

25. Conflict of Interest.

Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations.

26. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

27. Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

DISTRICT:
LOS OLIVOS COMMUNITY SERVICES DISTRICT

By: _____
Thomas Fayram, President
Los Olivos Community Services District

ATTEST:

Guy Savage, General Manager

CONSULTANT:
Regen AEC, an Idaho Professional Limited Liability Company (PLLC)

By: _____
Tristian Bounds
Principal Engineer and Owner

EXHIBIT "A"

**LOS OLIVOS COMMUNITY SERVICES DISTRICT
INSURANCE REQUIREMENTS**

Consultant shall procure and maintain for the duration of the Agreement (and thereafter as specified herein) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
2. Insurance Services Office form number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability (Including operations, products and completed operations, as applicable): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: A policy of professional liability insurance in an amount not less than \$1,000,000 per occurrence.

5. Contractors Pollution Liability: N/A
6. Asbestos Pollution Liability: N/A

DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District and its directors, officers, employees, agents and volunteers (collectively "District Parties"), or (2) Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS`

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District and District Parties are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the Architect; or automobiles owned, leased, hired or borrowed by Consultant.
2. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the District and District Parties. Any insurance or self-insurance maintained by the District and District Parties shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the District.

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverage's are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of this Agreement or the beginning of work on the Project.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of the Project.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement

effective date, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of the Project.

4. A copy of the claims reporting requirements must be submitted to the District for review and approval.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

VERIFICATION OF COVERAGE

Consultant shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the District, or on other than the District's forms provided those endorsements conform to District requirements and are acceptable to the District. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SUB-CONTRACTORS

Consultant shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractor shall be subject to all of the requirements stated herein.

END OF PAGE

EXHIBIT “B”

SCOPE OF WORK

Regen AEC (Regen) has provided a Proposal for Los Olivos Wastewater System Engineering Services 2023, which is incorporated herein as part of the scope of work for this effort. The Regen scope of work for preparing a thirty percent (30%) design specifically includes the following tasks:

1. A site visit to the community of Los Olivos during the first thirty (30) days of the performance period of the contract.
2. Performing a review of applicable District, County of Santa Barbara, State of California, and Federal documents for the purpose of completing the Project and making recommendations, including value engineering, related to the hybrid collection system, which includes elements of gravity fed sewer collection, effluent sewer collection and treatment, and advanced onsite collection, treatment, and disposal.
3. Attending monthly (minimum) status and design coordination meetings with the District General Manager, District Engineer, and/or the District Technical Subcommittee.
4. Performing an engineering design and layout of the provided hybrid collection solution to a thirty percent (30%) level of confidence. Said engineering design and layout shall include:
 - a. Development of a preliminary analysis and Basis of Design (BOD), including:
 - i. Hydraulic and biologic load analysis.
 - ii. Evaluation of previous engineering work.
 - iii. Adjustments based on effluent process tanks (effluent sewer design).
 - iv. Loading analysis per collection system zone as adopted by the LOCSD Board of Directors.
 - v. Right Of Way, easement, bridge and/or property crossings evaluation.
 - vi. Conceptual collection system design configurations for District evaluation and consideration.
 - b. Development of a 30% hybrid wastewater collection design and evaluation.
 - c. Development of 30% design Graphical Information System (GIS) maps.
 - d. Development of 30% design plans.
 - e. Development of 30% design capital, operation and maintenance cost estimates, for:

- i. Common sewer components such as lift stations, manholes, and piping.
 - ii. Parcel based effluent sewer components such as electrical connections, effluent sewer tanks, and piping that connects to common sewer components.
 - iii. Parcel based advance onsite septic system components necessary for collection, treatment, and disposal of wastewater on individual parcels.
5. Performing a wastewater related utility infrastructure review and making recommendations.
6. Completing value engineering and recommendations for engineering alternatives to the provided hybrid wastewater collection solution to include the identification of benefits and risks associated with each alternative.
7. Providing information on the type of permits that may be appropriate for the hybrid solution and each alternative, and assess the cost, complexity and viability of acceptance associated with each alternative.
8. Development of a decision making rubric.
9. Evaluating of the benefits of combining a sewer installation with fiber optic services to individual parcels
10. Providing a list of next steps, areas for further study, or gaps in existing documentation, as appropriate.
11. Attending a meeting of the Board of Directors for the Los Olivos CSD to present findings and answer questions.

END OF PAGE

EXHIBIT “C”

COMPENSATION AND TIMING

Regen AEC proposes to provide the professional services described above for a fee of \$70,000. It is anticipated to require approximately 120 days to conduct the 30% engineering and design effort and develop related documentation. Except for the timing of the Site Visit and Preliminary Document Review which shall occur first and the Project Presentation and Completion which shall occur last, the deliverables listed below may be completed, and compensation provided, in any order.

Deliverable 1: Site Visit and Preliminary Document Review - Upon completion of the kickoff meeting / site visit and Regen review of applicable County, State, and Federal regulations related to wastewater collection and treatment, Regen may bill up to \$7,500, plus receipt confirmed costs related to travel for the site visit.

Deliverable 2: Basis of Design - Upon completion and acceptance by the Los Olivos Community Services District Technical Subcommittee of the Basis of Design, Regen may bill up to \$10,000.

Deliverable 3: Preliminary Sewer Analysis (15% Design and Analysis) - Upon completion and review by the Los Olivos Community Services District Technical Subcommittee of the Preliminary Sewer Analysis, Regen may bill up to \$10,000.

Deliverable 4: 30% Design and Analysis - Upon completion and acceptance by the Los Olivos Community Services District Technical Subcommittee of the 30% Design and Analysis, Regen may bill up to \$10,000.

Deliverable 5: Utility Review, Value Engineering and Alternatives Analysis - Upon completion and acceptance by the Los Olivos Community Services District Technical Subcommittee of the Utility Review, Value Engineering and Alternatives Analysis, Regen may bill up to \$10,000.

Deliverable 6: Technical Documentation - Upon completion and acceptance by the Los Olivos Community Services District Technical Subcommittee of the Decision Making Rubric, GIS Maps, and documentation describing the benefits of combining a sewer installation with fiber optic services to individual parcels, Regen may bill up to \$10,000.

Deliverable 7: Project Presentation and Completion - Upon completion and acceptance by the Los Olivos Community Services District Board of Directors of satisfactory completion of the Project, Regen may bill the remainder of its agreed to compensation.

END OF PAGE

ITEM 8 – RESOLUTION 23-06 – DONATION FROM POLO

RESOLUTION 23-06 – DONATION FROM POLO

RESOLUTION NO. 23-06

**RESOLUTION OF THE LOS OLIVOS COMMUNITY SERVICES DISTRICT
ACCEPTING DONATION FROM PRESERVATION OF LOS OLIVOS**

WHEREAS, Preservation of Los Olivos, founded in 2003 to protect the rural character of the town of Los Olivos and the Santa Ynez Valley, is a social welfare organization under section 501(c)(4) of the Internal Revenue Code; and

WHEREAS, Los Olivos Community Services District was formed by local voters in 2018 pursuant to Cal Gov Code 61000 et seq., to provide a funding mechanism for the construction and operation of facilities needed to collect, treat, and dispose of sewage, wastewater, recycled water, and storm water within the Los Olivos Community Services District service area; and

WHEREAS, Preservation of Los Olivos desires to donate up to \$75,000.00 to Los Olivos Community Services District for the purpose of completing a third-party engineering study to evaluate the feasibility, design and cost of various local wastewater collection and treatment options in the Los Olivos Community Services District service area; and

WHEREAS, while the Los Olivos Community Services District shall maintain sole discretion over the expenditure of donated funds, its Board of Directors intends to use such donated funds for the third-party engineering and design study of a hybrid collection solution reviewed by the Board of Directors at a public meeting on August 24, 2023, which included value engineering options.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Los Olivos Community Service District, as follows:

The Los Olivos Community Services District board accepts the donation of up to \$75,000.00 from Preservation of Los Olivos to be used for the purpose of completing a third-party engineering study concerning the collection and treatment of wastewater in the Los Olivos Community Services District service area, which expenditure will be made in the sole discretion of the LOCSD board.

[THIS SECTION INTENTIONALLY LEFT BLANK]

I **HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the Board of Directors of the Los Olivos Community Services District at a regularly scheduled meeting held on the 13th day of September 2023, by the following vote:

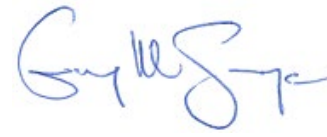
AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

ATTEST:



Guy W. Savage
General Manager / Board Secretary

LOS OLIVOS COMMUNITY SERVICES DISTRICT

By: _____
Tom Fayram, Board President

APPROVED AS TO FORM:



By: _____
Aleshire & Wynder LLP, District Counsel

I, **Guy W. Savage**, General Manager/Board Secretary of the Los Olivos Community Services, Santa Barbara County, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution passed and adopted by the Board of Directors of the Los Olivos Community Services District on the date and by the vote indicated herein.



PO Box 722
Los Olivos, CA 93441

August 25, 2023

Dear Los Olivos CSD Board of Directors,

My name is Mark Herthel, I am a lifelong Los Olivos resident and a board member of Preservation of Los Olivos, a non-profit founded in 2003 to protect the rural character of the town of Los Olivos and the Santa Ynez Valley.

As was mentioned at the July Board meeting, POLO has offered to fund up to \$75,000 for an engineering study to evaluate the feasibility, design and cost of the various local collection and treatment option configurations explored by the technical committee and Regen Engineering which were presented at the March 2023 Board meeting.

We are also generally supportive of the direction your Technical Committee has taken on its proposed hybrid approach presented at last night's Board meeting. We do, however, strongly encourage a third-party engineering review and additional value engineering with a small firm such as Regen or North Star Engineering who specialize in these collection and treatment solutions.

POLO's Board believes that how Los Olivos handles its wastewater solution is the single biggest current issue controlling the preservation of the small town of Los Olivos and the character of our greater rural Santa Ynez Valley.

POLO does not expect repayment of the funds provided. POLO will not control the selection of the expert or his or her work or determinations. POLO believes full transparency and input of your Board and our community is important and will require that your full Board review, provide input and ultimately approve our grant and the project scope and contract in open session. The POLO Board will then review and vote on funding the studies of your third-party engineer, and will provide the full amount of the desired funding (up to \$75,000) to the LOCSO within 7 business days. Once the contract is entered into with the engineer, POLO will have no further input on the study and the District will have no obligation to return any funds to POLO (other than any funds remaining after the scope of work is completed and all related invoices paid). We also require that the entire Board and the public receive progress updates and are allowed to engage with the engineer during those updates in your regular Board meetings.

POLO believes it is vital that the residents and property owners of Los Olivos are able to fully understand the costs and benefits, and negatives, of the various collection and treatment options available to us.



PO Box 722
Los Olivos, CA 93441

Further, we also strongly encourage that you do not engage with Water Finance Exchange on a regional solution endeavor until we all further understand our local options.

We would like to work with the Technical Committee and the Grants Committee prior to the next Board meeting in the hope that POLO's grant offer can be reviewed by the Board at its next meeting.

Sincerely,

Mark Herthel
Preservation of Los Olivos

**ITEM 9 – RESOLUTION 23-07 – GRANT SUBCOMMITTEE
AUTHORITY**

RESOLUTION 23-07 – GRANT SUBCOMMITTEE AUTHORITY

RESOLUTION NO. 23-07

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE LOS OLIVOS COMMUNITY SERVICES DISTRICT
GRANTING AUTHORITY TO THE GRANT SUBCOMMITTEE**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LOS OLIVOS
COMMUNITY SERVICES DISTRICT (“District”) as follows:**

WHEREAS, the Los Olivos Community Services District (“LOCSD”) is authorized to apply for and receive grants, loans, and other funding opportunities for the District; and

WHEREAS, the LOCSD has formed a Grant Subcommittee to explore grant, loan, and other funding opportunities for the Board’s consideration; and

WHEREAS, the Grant Subcommittee monitors such funding opportunities on a regular basis; and

WHEREAS, the LOCSD Board of Directors (“Board”) holds its regular board meetings on the Wednesday following the second Tuesday of each month; and

WHEREAS, on occasion, application and submittal deadlines for funding opportunities will come to the attention of the Grant Subcommittee on short notice, preventing the Grant Subcommittee from obtaining prior approval from the LOCSD Board; and

WHEREAS, the LOCSD Board has determined it is in the LOCSD’s best interest to empower the Grant Subcommittee to submit applications and other necessary submittals on such occasions without prior Board approval to obtain such funding opportunities.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE LOS OLIVOS
COMMUNITY SERVICES DISTRICT, DOES HEREBY RESOLVE** that the Grant Subcommittee has the authority to submit applications and other necessary submittals for loans, grants, and other funding opportunities without prior Board approval when a submittal deadline prevents scheduling consideration of same with the full Board.

BE IT FURTHER RESOLVED that in the event the Grant Subcommittee applies for a funding opportunity without prior Board approval, such application must be placed on the agenda of the next regularly scheduled board meeting for Board ratification or withdrawal of said application.

[THIS SECTION INTENTIONALLY LEFT BLANK]

I **HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the Board of Directors of the Los Olivos Community Services District at a regular meeting held on the 13th day of September 2023, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

ATTEST:



GUY W. SAVAGE
General Manager / Board Secretary

By: _____

Thomas Fayram, Board President

APPROVED AS TO FORM:

By: _____

Aleshire & Wynder LLP, District Counsel

I, *Guy W. Savage*, General Manager / Board Secretary of the Los Olivos Community Services District, Santa Barbara County, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution passed and adopted by the Board of Directors of the Los Olivos Community Services District on the date and by the vote indicated herein.

**ITEM 10B – GENERAL MANAGER AND DISTRICT ENGINEER
REPORTS**

GENERAL MANAGER AND DISTRICT ENGINEER REPORTS

Summary Project Status Report

Audit (Moss, Levy & Hartzheim)	Budget:		Schedule:	
Waiting for bills from M, L & H – work complete				

Other:

Quarterly LAFCO Report and Community Update were sent out in July. LAFCO meeting, where update will be presented, is scheduled for October 5, 2023.

Gave an update presentation to the Santa Ynez Valley Realtor’s Association.

Met with SYCSD to better understand their approach to wastewater collection and treatment. Director Palmer attended with me.

LOCSO - Septic to Sewer / Water Reclamation Roadmap - WORKING DRAFT

Last Update: 9/8/2023

Task	2023		2024				FY 2023-24 Costs	FY 2023-24 Budgeted?	Total Costs	Well Costs
	Q3	Q4	Q1	Q2	Q3	Q4				
Board and Public Education										
Public workshops and outreach								Y		
Engineering / Design										
Technical Review								Y		
Additional Technical Study / Design							\$90k+	N	\$90k+	
Final Project Description								Y		
60% Design							\$300k+	N	\$300k+	
Assessment Engineer Report including benefit factors/rates							\$50k+	N	\$50k+	
Finalize siting options								Y		
Environmental Review										
Environmental study, assessment and report (incl. public review)							\$100k	N	\$150k+	
Grants and Financing										
MHI study							\$50k+	N	\$50k+	
Develop financing plan								Y		
Seek grants and financing								Y		
Prop 218 - Property Owner vote on proposed project										
Polling for election feasibility								N	\$25K	
Conduct Prop 218 workshops with public								N		
Voting process								N	\$125k	
Monitoring Well(s)										
Find funding for well monitoring program								Y		
Drill three additional monitoring wells								N		\$150k+
Monitoring of wells, completed every 6 months (5 years)								N		\$150k
Total							\$590k+		\$790k+	\$300k+

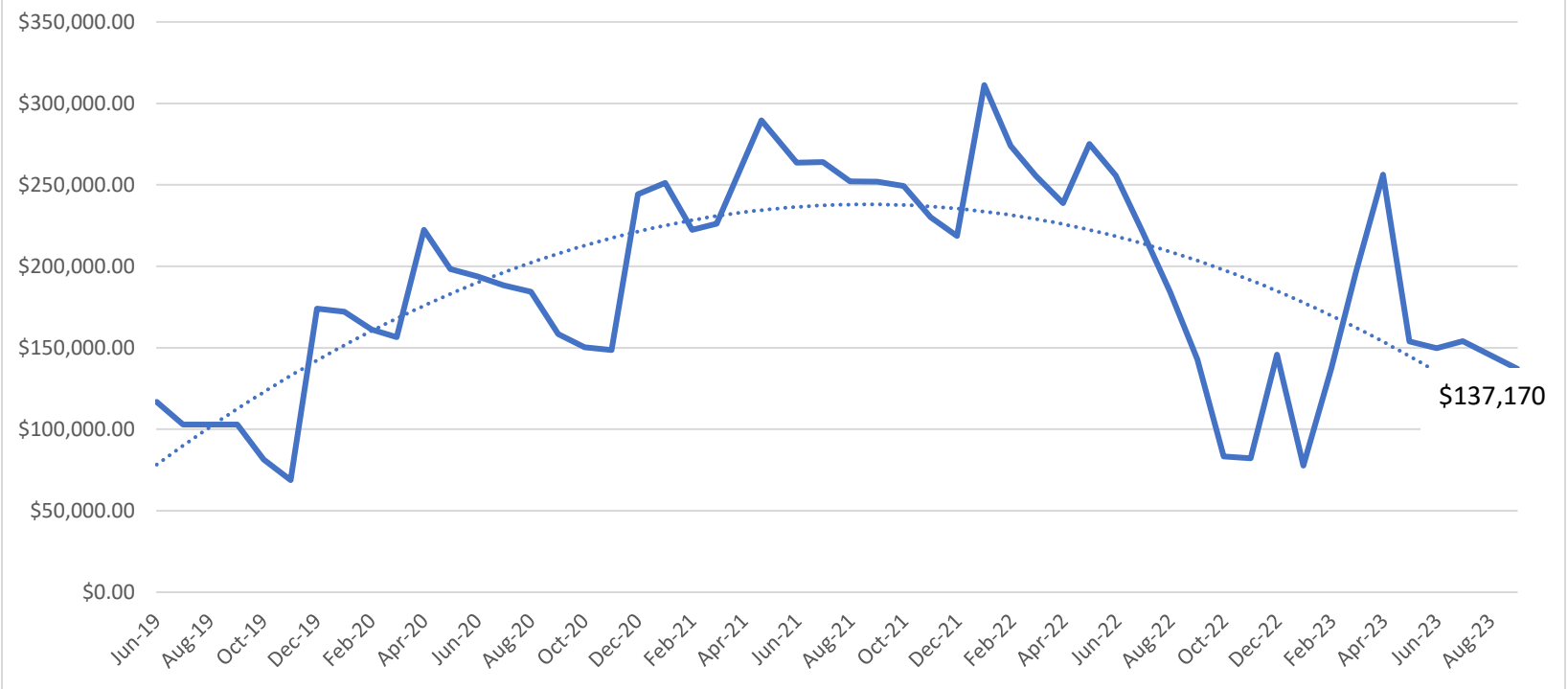
By Funded / Unfunded

Last Update: 9/8/2023

Task	2024						FY 2023-24	FY 2023-24	Total	Well	
	Q3	Q4	Q1	Q2	Q3	Q4	Costs	Budgeted?	Costs	Costs	
FUNDABLE (Funds exist in existing budget)											
Public workshops and outreach	■						\$90k+	Y	\$90k+	\$90k+	
Technical Review	■							Y			
Additional Technical Study / Design	■	■	■	■				N			
Final Project Description		■		■				Y			
Finalize siting options		■		■				Y			
Find funding for well monitoring program	■	■					\$50k+	Y	\$50k+		
MHI study	■							N			
Develop financing plan	■							Y			
Seek grants and financing	■	■	■	■	■			Y			
UNFUNDED											
Drill three additional monitoring wells		■	■				\$300k+	N	\$300k+	\$150k+	
Monitoring of Wells (5 years)			■		■			N		\$150k	
60% Design		■	■	■				N			
Assessment Engineer Report including benefit factors/rates		■	■	■				\$50k+		N	\$50k+
Environmental study, assessment and report (incl. public review)			■	■	■			\$100k		N	\$150k+
Polling for election feasibility					■					N	\$25K
Conduct Prop 218 workshops with public					■	■				N	
Voting process						■		N	\$125k		
							\$590k+		\$790k+	\$300k+	

Legend: ■ ■ Can be completed prior to (or without) a Final Project Description
 ■ ■ Cannot be completed prior to Final Project Description

Los Olivos CSD Cash Balance History



Cash Balances

As of: 8/31/2023
Accounting Period: OPEN

Selection Criteria: Fund = 3490

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

Fund	8/1/2023 Beginning Balance	Month-To-Date Cash Receipts (+)	Month-To-Date Treasury Credits (+)	Month-To-Date Warrants and Wire Transfers (-)	Month-To-Date Treasury Debits (-)	8/31/2023 Ending Balance
3490 -- Los Olivos CSD	137,170.23	0.00	0.00	0.00	0.00	137,170.23
Total Report	137,170.23	0.00	0.00	0.00	0.00	137,170.23

Financial Status

As of: 8/31/2023 (17% Elapsed)
Accounting Period: OPEN

Selection Criteria: Fund = 3490

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

Fund 3490 -- Los Olivos CSD

Line Item Account	6/30/2024 Fiscal Year Adjusted Budget	8/31/2023 Year-To-Date Actual	6/30/2024 Fiscal Year Variance	6/30/2024 Fiscal Year Pct of Budget
Revenues				
Taxes				
3066 -- Special Tax Assessment	227,650.00	-6.50	-227,656.50	0.00 %
Taxes	227,650.00	-6.50	-227,656.50	0.00 %
Use of Money and Property				
3380 -- Interest Income	744.00	0.00	-744.00	0.00 %
Use of Money and Property	744.00	0.00	-744.00	0.00 %
Revenues	228,394.00	-6.50	-228,400.50	0.00 %
Expenditures				
Services and Supplies				
7090 -- Insurance	2,934.00	0.00	2,934.00	0.00 %
7324 -- Audit and Accounting Fees	2,500.00	0.00	2,500.00	0.00 %
7430 -- Memberships	1,300.00	0.00	1,300.00	0.00 %
7460 -- Professional & Special Service	78,886.00	0.00	78,886.00	0.00 %
7508 -- Legal Fees	45,529.00	2,077.02	43,451.98	4.56 %
7510 -- Contractual Services	98,643.00	15,540.00	83,103.00	15.75 %
7530 -- Publications & Legal Notices	1,750.00	0.00	1,750.00	0.00 %
Services and Supplies	231,542.00	17,617.02	213,924.98	7.61 %
Expenditures	231,542.00	17,617.02	213,924.98	7.61 %
Changes to Fund Balances				
Decrease to Residual Fund Balance				
9601 -- Residual Fund Balance-Inc/Dec	3,148.00	0.00	-3,148.00	0.00 %
Decrease to Residual Fund Balance	3,148.00	0.00	-3,148.00	0.00 %
Changes to Fund Balances	3,148.00	0.00	-3,148.00	0.00 %
Los Olivos CSD	0.00	-17,623.52	-17,623.52	--

Financial Status

As of: 8/31/2023 (17% Elapsed)
Accounting Period: OPEN

Selection Criteria: Fund = 3490

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

Fund 3490 -- Los Olivos CSD

Line Item Account	6/30/2024 Fiscal Year Adjusted Budget	8/31/2023 Year-To-Date Actual	6/30/2024 Fiscal Year Variance	6/30/2024 Fiscal Year Pct of Budget
Net Financial Impact	0.00	-17,623.52	-17,623.52	--

General Ledger Trial Balance

As of: 8/31/2023
Accounting Period: OPEN

Selection Criteria: Fund = 3490

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

Fund 3490 -- Los Olivos CSD

	Beginning Balance 7/1/2023	Year-To-Date Debits	Year-To-Date Credits	Ending Balance 8/31/2023
Assets & Other Debits				
Assets				
0110 -- Cash in Treasury	154,050.07	4,812.03	21,691.87	137,170.23
0240 -- Interest Receivable	743.68	0.00	743.68	0.00
Total Assets	154,793.75	4,812.03	22,435.55	137,170.23
Total Assets & Other Debits	154,793.75	4,812.03	22,435.55	137,170.23
Liabilities, Equity & Other Credits				
Liabilities				
1015 -- EFT Payable	0.00	17,617.02	17,617.02	0.00
1210 -- Accounts Payable	0.00	17,617.02	17,617.02	0.00
Total Liabilities	0.00	35,234.04	35,234.04	0.00
Equity				
2200 -- Fund Balance-Residual	-154,793.75	0.00	0.00	-154,793.75
2410 -- Est Revenues/Oth Fin Src	0.00	231,542.00	0.00	231,542.00
2510 -- Appropriations/Oth Fin Use	0.00	0.00	231,542.00	-231,542.00
2710 -- Revenues/Other Fin Sources	0.00	4,074.85	4,068.35	6.50
2810 -- Expenditures/Other Fin Uses	0.00	17,617.02	0.00	17,617.02
Total Equity	-154,793.75	253,233.87	235,610.35	-137,170.23
Total Liabilities, Equity & Other Credits	-154,793.75	288,467.91	270,844.39	-137,170.23
Total Los Olivos CSD	0.00	293,279.94	293,279.94	0.00