

Tom Fayram, President
Brad Ross, Vice-President
Mike Arme, Director
Tom Nelson, Director
Lisa Palmer, Director



Revised Zoom
Information
10/11/2022

**LOS OLIVOS COMMUNITY SERVICES DISTRICT
REGULAR MEETING**

Posted: 10-7-2022

October 12, 2022, 6:00 PM

**St Mark's in the Valley Episcopal Church, Stacy Hall
2901 Nojoqui Ave, Los Olivos CA 93441**

Please observe decorum and instructions from the President

This meeting will be held both in-person and electronically via Zoom meetings. In-person the meeting will be held at the following location:

St Mark's in the Valley Episcopal Church, Stacy Hall - 2901 Nojoqui Ave, Los Olivos CA 93441

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

On Zoom:

<https://us06web.zoom.us/j/82515801920?pwd=VHFQd1VDZUVucFZXZEVEVhZVjhhkQT09>

By Phone:

Meeting ID: 825 1580 1920 Passcode: 378600

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

The Los Olivos Community Services District is committed to ensuring equal access to meetings. In compliance with the American Disabilities Act, if you need special assistance to participate in the meeting or need this agenda provided in a disability-related alternative format, please call 805.500.4098 or email to losolivoscscsd@gmail.com. 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 COMMENTS

Members of the public may address the Committee on any items of interest within the subject matter and jurisdiction of the Committee but not on the agenda today (Gov. Code - 54954.3). Speakers are limited to 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.

5. COMMENTS

The Directors, General Manager, and District Engineer will provide comments and report on activities related to District business. Comments are informational only, no action will be taken, and public comment not received.

A. 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.

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, comment on various District-related activities and/or provide status on projects. The GM may also review Budget Reports (see packet).

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

losolivoscscsd@gmail.com, www.losolivoscscsd.com

6. ADMINISTRATIVE AGENDA

All matters listed hereunder constitute a 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.

A. APPROVAL OF MEETING MINUTES

Regular Meeting Minutes of September 14, 2022.

B. REVIEW AND APPROVE PAYMENT OF INVOICES RECEIVED BY SEPTEMBER 30, 2022.

Note that invoices are usually reviewed by the Finance Committee prior to being placed on the agenda.

However, given the timing of the Finance Committee and Regular Board meetings in October, the invoices are included in the agenda, but not yet recommended for approval by the Finance Committee.

No.	Invoice Date	Invoice #	Provider	Amount
1.	September 9, 2022	815121	Aleshire & Wynder – Legal Services August	\$ 860.00
2.	September 23, 2022	1981736	Stantec – 30% Design / Loading Study	\$ 5,948.00
3.	September 29, 2022	292283	NV5 – Assessment Engineering Services	\$ 12,225.00
4.	September 30, 2022	220930	Savage – GM Services	\$ 4050.00

7. BUSINESS ITEMS

A. CONSIDERATION OF A CONTRACT WITH PADRE ASSOCIATES, INC. FOR ENVIRONMENTAL SERVICES

Proposals from Stantec, Rincon, and Padre were reviewed by an ad hoc committee appointed by President Fayram in May 2022. The ad hoc committee consisted of President Fayram, Vice-President Ross, and General Manager Savage. Following review of the proposals a decision was made to recommend Padre Associates, Inc. as the District’s Environmental Services Consultant to the full Board. Padre Associates, Inc. estimates the Environmental Impact Review process to cost \$109,880 (2021 billing schedule). The actual costs will be based on tasks assigned by the General Manager following direction from your Board. The District’s FY 2022-23 budget contains \$50,000 for Environmental Services. Authority is being sought for the President and/or General Manager to sign a District Counsel approved contract with Padre Associates, Inc. for Environmental Services in an amount not-to-exceed \$109,880.

B. CONSIDERATION OF A CONTRACT WITH BC2 FOR GROUNDWATER MONITORING WELL DRILLING SERVICES

The District’s hydrogeological consultant GSI, recommends that the District directly contract with BC2 for groundwater monitoring well drillings services. GSI will still oversee the installation of the well. The General Manager sought bids from two other drilling firms. The BC2 quote is consistent with the other bids provided. The District’s FY 2022-23 budget contains \$50,000 for groundwater well drilling and monitoring activities. Authority is being sought for the President and/or General Manager to sign a District Counsel approved contract with BC2 for well drilling services in an amount not-to-exceed \$23,715.

C. GENERAL MANAGER’S SIX-MONTH REPORT

The General Manager, Guy Savage, was hired effective April 1, 2022. As he has now been supporting the District for six months, he will provide an overview and recommendations on items he has noticed while serving in his role.

8. ADJOURNMENT

**ITEM 5 – GENERAL MANAGER COMMENTS AND
BUDGET REPORTS**

GENERAL MANAGER COMMENTS AND BUDGET REPORTS

Report : Financial Status (Real-Time)

Selection Criteria: Fund = 3490

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

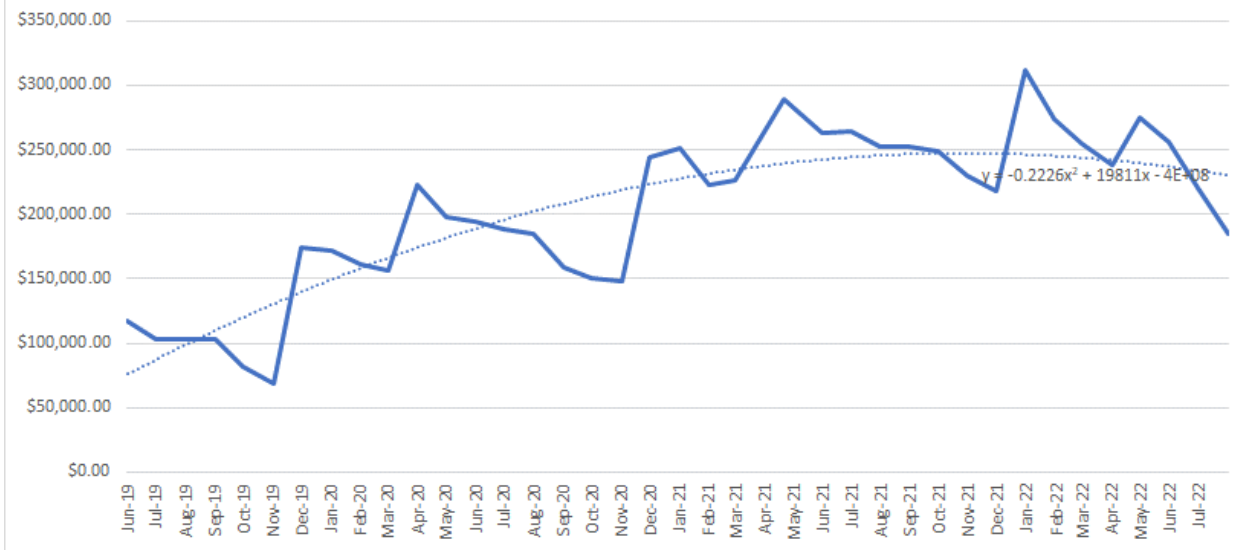
Last Updated: 10/6/2022

As of: 10/1/2022

Fund 3490 -- Los Olivos CSD

Line Item Account	6/30/2023 Fiscal Year Adjusted Budget	9/30/2022 Year-To-Date Actual	6/30/2023 Fiscal Year Variance	6/30/2023 Fiscal Year Pct of Budget	
Revenues					
Taxes					
3066 -- Special Tax Assessment	136,475.00	-7.00	-136,482.00	-0.01%	
Taxes	136,475.00	-7.00	-136,482.00	0.00%	
Use of Money and Property					
3380 -- Interest Income	724.00	339.43	-384.57	--	
3381 -- Unrealized Gain/Loss Invstmnts	0.00	0.00	0.00	#DIV/0!	
Use of Money and Property	0.00	339.43	-384.57	#DIV/0!	
Intergovernmental Revenue-Other					
4840 -- Other Governmental Agencies	169,804.00	5,662.50	-164,141.50	3.33%	
Intergovernmental Revenue-Other	274,000.00	5,662.50	-268,337.50	2.07%	
Revenues	306,279.00	5,994.93	-301,008.07	1.96%	
Expenditures					
Services and Supplies					
7090 -- Insurance	2,500.00	2,799.92	299.92	112.00%	SDRMA Membership-Liability Coverage, increasd rate for 2022-23
7324 -- Audit and Accounting Fees	4,000.00	0.00	-4,000.00	0.00%	FIN Expenses,Audit Expenses
7430 -- Memberships	1,200.00	0.00	-1,200.00	0.00%	CSDA
7450 -- Office Expense	2,000.00	0.00	-2,000.00	0.00%	Postage, Printing,supplies
7460 -- Professional & Special Service (Project, Planning & Studies)	189,908.00	85,241.66	-104,666.34	44.89%	Includes FY 2021-22 Services (Stantec \$25,851.25)
7508 -- Legal Fees	30,000.00	9,661.38	-20,338.62	32.20%	Includes FY 2021-22 Services (A&W \$3365.28)
7510 -- Contractual Services (IGM Contract, Engineer)	49,000.00	23,168.10	-25,831.90	47.28%	Includes FY 2021-22 Services (MNS\$2077.50+GWS \$4557.55)
7530 -- Publications & Legal Notices	1,000.00	0.00	-1,000.00	0.00%	
7671 -- Special Projects	175,000.00	0.00	-175,000.00	0.00%	Special Assessment Vote
7732 -- Training	1,500.00	0.00	-1,500.00	0.00%	
Services and Supplies	456,108.00	120,871.06	-335,236.94	26.50%	
Expenditures	456,108.00	120,871.06	-335,236.94	26.50%	

Los Olivos CSD Cash Balance History



ITEM 6A - MINUTES TO APPROVE

MINUTES TO APPROVE

Tom Fayram, President
Brad Ross, Vice-President
Mike Arme, Director
Tom Nelson, Director
Lisa Palmer, Director



**LOS OLIVOS COMMUNITY SERVICES DISTRICT
REGULAR MEETING**

Posted: 9-9-2022

September 14, 2022, 6:00 PM
St Mark's in the Valley Episcopal Church, Stacy Hall
2901 Nojoqui Ave, Los Olivos CA 93441
Please observe decorum and instructions from the President

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

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

On Zoom:

<https://us06web.zoom.us/j/89407884419?pwd=QmVVCVUMwK2xqSWpoY2pteTJDY0xqUT09>

By Phone:

+1 669 900 6833 US (San Jose) Meeting ID: 894 0788 4419 Passcode: 208251

One tap mobile: +16699006833,,89407884419#,,,,*208251# US (San Jose)

MEETING AGENDA

1. CALL TO ORDER

Vice-President Ross calls the meeting to order at: 5:59 PM.

2. ROLL CALL

Vice-President Ross requests a roll call be taken

PRESENT: Vice-President Ross, Director Palmer, Director Nelson, Director Arme

ABSENT: President Fayram

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENTS

Members of the public may address the Committee on any items of interest within the subject matter and jurisdiction of the Committee but not on the agenda today (Gov. Code - 54954.3). Speakers are limited to 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

Mark Herthel, Michelle deWerd, Paul Rohrer, Kathryn Rohrer, Mary Hayden, Anna Marie Gott speak

5. COMMENTS

The Directors, General Manager, and District Engineer will provide comments and report on activities related to District business. Comments are informational only, no action will be taken, and public comment not received.

A. 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.

Director Palmer – Comments on multiple discussions last year regarding grants from the State. The

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

losolivoscscsd@gmail.com, www.losolivoscscsd.com

decision was to accept \$150,000 and look at plans for the entire District.
 Director Nelson – Remarks on his reading and research on District related business. Describes research related to EHS and RWQCB and their role.
 Director Arme – Goal of Board is to keep local control and keep costs to residents down as much as possible. Comments on funding options that are available to the District.
 Vice-President Ross – Notes that the Board’s goal is to come up with the information that will help us make an informed decision. Says we are getting close to having workshops to help people understand what options are being considered.

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, comment on various District-related activities and/or provide status on projects. The GM may also review Budget Reports (see packet).

GM Savage provides an update (see attached) of his activities on behalf of the District. He notes that he plans on providing a six-month report (observations and suggestions) at the October meeting.

Vice-President Ross opens the floor to Public Comment

Mark Herthel, Kathryn Rohrer, Laura Lippincott, and Anna Marie Gott speak

6. ADMINISTRATIVE AGENDA

All matters listed hereunder constitute a consent agenda and will be acted upon by a single roll call 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.

A. APPROVAL OF MEETING MINUTES

Regular Meeting Minutes of August 10, 2022.

Motion to approve the Meeting Minutes.

Motion By: Director Palmer, Second: Director Nelson

AYES: Vice-President Ross, Director Palmer, Director Nelson, Director Arme

NOES: None

ABSTAIN: None

B. REVIEW AND APPROVE PAYMENT OF INVOICES RECEIVED BY AUGUST 31, 2022.

No.	Invoice Date	Invoice #	Provider	Amount
1.	May 9, 2022	80407	MNS Engineers, Inc. – District Services	\$ 3,204.50
2.	August 4, 2022	69621	Aleshire & Wynder – Legal Services June	\$ 4,381.10
3.	August 8, 2022	80986	MNS Engineers, Inc. – District Services	\$ 1,256.25
4.	August 10, 2022	00876.003-2	GSI – Effluent Study / Alternatives	\$2,417.50
5.	August 22, 2022	286284	NV5 – Assessment Engineering Services	\$ 6,588.16
6.	August 25, 2022	1968507	Stantec – 30% Design / Loading Study	\$ 13,392.25
7.	August 30, 2022	220830	Savage – GM Services	\$5,648.55

Vice-President Ross opens the floor to Public Comment

Kathryn Rohrer, Michelle deWerd, Paul Rohrer speak

Motion by Director Nelson to provide a recommendation to the full Board on whether a redacted copy of legal bills, fully reviewed by Finance Committee, would be a better approach for the monthly regular meeting agenda. Motion fails due to a second. General direction is given to the General Manager to take the issue to the Finance Committee and bring back a recommendation.

Motion to approve item 6B.

Motion By: Director Palmer, Second: Director Nelson

AYES: Vice-President Ross, Director Palmer, Director Nelson, Director Arme

NOES: None

ABSTAIN: None

7. BUSINESS ITEMS

A. ALESHIRE & WYNDER – RENEWAL OF CONTRACT FOR LEGAL SERVICES

Consideration of an updated contract for Aleshire & Wynder for District Legal Services. The new rates that effective starting September 1, 2022 were included in the FY 2022-23 budget. The updated contract also includes an annual CPI adjustment, starting January 1, 2023, based on the CPI-U calculation for the LA-Long Beach-Anaheim region. This CPI-U calculation usage is consistent with other District contracts.

Vice-President Ross opens the floor to Public Comment

Kathryn Lohmeyer-Rohrer and Paul Rohrer speak

General discussion about the contract is held by the Board. GM Savage and Counsel Trindle provide answers to specific Board questions. Additional public comment (no speaker slips) is allowed by Vice-President Ross.

Motion to approve the renewal of the A&W contract for legal services.

Motion By: Director Palmer, Second: Vice-President Ross

Roll call vote:

AYES: Vice-President Ross, Director Palmer, Director Arme

NOES: None

ABSTAIN: Director Nelson

8. ADJOURNMENT

Motion to adjourn at 7:19

Motion By: Director Arme, Second: Vice-President Ross

AYES: Vice-President Ross, Director Palmer, Director Nelson, Director Arme

NOES: None

ABSTAIN: None

Respectfully submitted:



Guy W. Savage

General Manager – Los Olivos Community Services District

Approved:

Tom Fayram,
President

The Los Olivos Community Services District is committed to ensuring equal access to meetings. In compliance with the American Disabilities Act, if you need special assistance to participate in the meeting or need this agenda provided in a disability-related alternative format, please call 805.500.4098 or email to losolivoscscsd@gmail.com. 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.

ITEM 6B - INVOICE PAYMENT

INVOICE PAYMENT



September 9, 2022

Via Email: Guy Savage – GM.LOCSD@gmail.com

General Manager
Los Olivos Community Services District
P.O. Box 345
Los Olivos, CA 93441

Re: **September 2022 Billing Statement (for services through 08/31/22);
Aleshire & Wynder, LLP**

Dear Bob:

Enclosed please find a billing statement for the month of September, which includes services rendered and costs incurred by Aleshire & Wynder, LLP, through August 31, 2022.

Should you have any questions or require additional information concerning the foregoing, please let me know.

Sincerely,

ALESHIRE & WYNDER, LLP

Peggy Middleton *for*
G. Ross Trindle, III

Enclosure

cc: Mary Zepeda – mzepeda@mnsengineers.com

LOS OLIVOS COMMUNITY SERVICES DISTRICT (01245) MONTHLY BILLING SUMMARY

Billing Period: August 1 thru August 31, 2022

	Total Hours	Hourly Rate	Total Fees	Total Costs	Total Fees & Costs	Writeoff Value	Comments
0001 General (\$200 Blended: Atty / Paralegal / Law Clerk)	4.30	200	860.00	0.00	860.00	0.00	(Advisory/Transactional Svcs)
TOTALS:	4.30		\$860.00	\$0.00	\$860.00	\$0.00	



INVOICE

Invoice Number	1981736
Invoice Date	September 23, 2022
Customer Number	163739
Project Number	184031368

Bill To

Los Olivos Community Service District
 Guy Savage
 PO Box 345
 Los Olivos CA 93441
 United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
 13980 Collections Center Drive
 Chicago IL 60693
 United States
 Federal Tax ID
 11-2167170

Project Description: Los Olivos Community Service District Project Design Services – Task Order No. 1 rev 01 (Loading Study)

Stantec Project Manager:	Glaeser, Autumn Lee
Authorization Amount:	\$296,750.00
Authorization Previously Billed:	\$188,535.65
Authorization Billed to Date:	\$194,483.65
Current Invoice Due:	\$5,948.00
For Period Ending:	August 19, 2022

email invoice to: Guy Savage (GM.LOCSD@gmail.com)

INVOICE

Invoice Number

1981736

Project Number

184031368

Top Task 202 Basis of Design

Low Task 202.001 Basis of Design

Professional Services

Category/Employee	Date	Hours	Rate	Current Amount
Maddux, Michael Louis (Mike)	2022-07-27	1.00	200.00	200.00
Maddux, Michael Louis (Mike)	2022-07-28	1.00	200.00	200.00
		2.00		400.00
		<hr/>		<hr/>
Professional Services Subtotal		2.00		400.00
		<hr/>		<hr/>

Low Task 202.001 Subtotal **400.00**

Low Task 202.002 30 Percent Design

Professional Services

Category/Employee	Date	Hours	Rate	Current Amount
Glaeser, Autumn Lee	2022-07-26	1.00	237.00	237.00
Glaeser, Autumn Lee	2022-07-29	3.00	237.00	711.00
Glaeser, Autumn Lee	2022-08-01	2.00	237.00	474.00
Glaeser, Autumn Lee	2022-08-03	2.00	237.00	474.00
		8.00		1,896.00
		<hr/>		<hr/>
Poytress, Carrie Elizabeth	2022-08-01	0.25	237.00	59.25
Poytress, Carrie Elizabeth	2022-08-02	2.50	237.00	592.50
Poytress, Carrie Elizabeth	2022-08-11	0.25	237.00	59.25
		3.00		711.00
		<hr/>		<hr/>
Soldo, Stephanie Hassoldt	2022-08-10	3.50	190.00	665.00
Soldo, Stephanie Hassoldt (OT)	2022-08-10	1.25	190.00	237.50
Soldo, Stephanie Hassoldt	2022-08-11	0.75	190.00	142.50
		5.50		1,045.00
		<hr/>		<hr/>
Professional Services Subtotal		16.50		3,652.00
		<hr/>		<hr/>

Low Task 202.002 Subtotal **3,652.00**

INVOICE

Invoice Number

1981736

Project Number

184031368

Low Task 202.004

Project Management, Meetings, and Communication

Professional Services

Category/Employee	Date	Hours	Rate	Current Amount
Glaeser, Autumn Lee	2022-08-09	2.00	237.00	474.00
Glaeser, Autumn Lee	2022-08-10	5.00	237.00	1,185.00
Glaeser, Autumn Lee	2022-08-19	1.00	237.00	237.00
		8.00		1,896.00
Professional Services Subtotal		8.00		1,896.00

Low Task 202.004 Subtotal

1,896.00

Top Task 202 Total

5,948.00

Total Fees & Disbursements

\$5,948.00

INVOICE TOTAL (USD)

\$5,948.00

Project Name: Septic to Sewer Preliminary Design Project
 Contract Order No.:
 Progress Report No.: **14**
 Ending Date: **19-Aug-22**

TASK SUMMARY

Task	Title	Authorized			Total Billed	Status
		Budget	Billed to Date	Billed this Invoice		
201	Loading Study	\$ 19,862.00	\$ 16,845.50	\$ -	\$ 16,845.50	Complete
202	Basis of Design	\$ 266,750.00	\$ 161,767.90	\$ 5,948.00	\$ 167,715.90	In Progress
203	WWTP Siting Study	\$ 10,000.00	\$ 9,922.25	\$ -	\$ 9,922.25	Complete
Total Due this invoice				\$ 5,948.00		

TASK EXPENDITURE SUMMARY

WORK		EXPENDED	EXPENDED	TOTAL	% OF FUNDS	% ACTUAL
TASK	DESCRIPTION	ASSIGNED	PREVIOUSLY	THIS PERIOD	EXPENDED	EXPENDED COMPLETED
201	Loading Study	\$ 19,862.00	\$ 16,845.50		\$ 16,845.50	85% 100%
202	Basis of Design	\$ 266,750.00	\$ 161,767.90	\$ 5,948.00	\$ 167,715.90	63% 60%
202.001	Basis of Design	\$ 13,876.00	\$ 13,320.00		\$ 13,320.00	96% 100%
202.002	30 Percent Design	\$ 173,048.00	\$ 137,360.90	\$ 4,052.00	\$ 141,412.90	82% 95%
202.003	60 Percent Design	\$ 51,040.00			\$ -	0% 0%
202.004	PM	\$ 28,786.00	\$ 11,087.00	\$ 1,896.00	\$ 12,983.00	45% 45%
203	Siting Study	\$ 10,000.00	\$ 9,922.25	\$ -	\$ 9,922.25	99% 100%
203.001	3rd Party Review	\$ 10,000.00	\$ 9,922.25		\$ 9,922.25	99% 100%
CONTRACT TOTALS:		\$ 296,612.00	\$ 188,535.65	\$ 5,948.00	\$ 194,483.65	65.6% 66%

Invoice

Remit to:
NV5, Inc.
PO Box 74008680
Chicago, IL 60674-8680



Guy Savage
 Los Olivos Community Services District
 PO Box 345
 Los Olivos, CA 93441

September 29, 2022
 Project No: 227022-0001110.00
 Invoice No: 292283
 Due Date: October 29, 2022

Project 227022-0001110.00 Los Olivos Comm Svcs-Assessment Eng Svcs

Professional Services from August 1, 2022 to August 31, 2022

Phase 01 Assessment District

Professional Personnel

	Hours	Rate	Amount	
Principal/Assessment Engineer Cooper, Jeffrey	3.00	250.00	750.00	
Senior CAD Technician/Financial Analyst Gutierrez, Rafael	85.00	135.00	11,475.00	
Totals	88.00		12,225.00	
Total Labor				12,225.00
				Total this Phase \$12,225.00

Billing Limits	Current	Prior	To-Date	
Total Billings	12,225.00	6,588.16	18,813.16	
Limit			20,000.00	
Remaining			1,186.84	
				Total this Invoice \$12,225.00

Outstanding Invoices

Number	Date	Balance
286284	8/22/2022	6,588.16
Total		6,588.16

For invoice inquiries, please contact your Project Analyst @ Gary.Rivas@NV5.com

Project Manager Jeffrey Cooper
 Total Contract Fee 20,000.00

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 # 220930
Invoice Date: 9/30/2022

Dear President Fayram,

Please see the below for professional services provided, plus any purchases 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.

Date	Description	Units	Rate	Amount
9/30/2022	General Manager Services - LOCSD (9/1/22-9/30/22) See Attached for Details	30	\$ 135.00	\$ 4,050.00
Total				\$ 4,050.00

Thank you for your continued support.



Email: GM.LOCSD@gmail.com

Page 1 of 1

Date	Description	Hours	Rate	Amount
1-Sep	Finance Committee Agenda	0.5	\$ 135.00	\$ 67.50
2-Sep	Finalize Finance Committee Agenda Packet, Post	0.75	\$ 135.00	\$ 101.25
5-Sep	HOLIDAY		\$ 135.00	\$ -
6-Sep	Finance Committee Meeting	1	\$ 135.00	\$ 135.00
	Fayram Check-in	0.5	\$ 135.00	\$ 67.50
	Effluent Disposal GSI/Confluence	2	\$ 135.00	\$ 270.00
8-Sep	Regular meeting agenda prep	0.5	\$ 135.00	\$ 67.50
9-Sep	Regular meeting agenda finish, post, etc.	1.5	\$ 135.00	\$ 202.50
	Consultant follow up	1.5	\$ 135.00	\$ 202.50
12-Sep	Fayram Check-in	0.5	\$ 135.00	\$ 67.50
	Emails, Board questions, contractor follow up	4	\$ 135.00	\$ 540.00
14-Sep	Regular meeting - prep, meeting, clean-up	3	\$ 135.00	\$ 405.00
15-Sep	Minutes, website, bills, video trim and upload	2.75	\$ 135.00	\$ 371.25
19-Sep	Fayram, Letter to Editor, Project Management meeting	6	\$ 135.00	\$ 810.00
20-Sep	Roadmap spreadsheet, emails, meeting setup	1	\$ 135.00	\$ 135.00
21-Sep	Letter to the editor, PRA response, website updates	1.5	\$ 135.00	\$ 202.50
	Will Clemens (Oceano CSD), Pike meetings	1	\$ 135.00	\$ 135.00
22-Sep	LAFCO meeting preparation	1	\$ 135.00	\$ 135.00
23-Sep	NV5 meeting	1	\$ 135.00	\$ 135.00
26-Sep	Fayram Check-in, Loch Dreizer (SY CSD) meeting	3	\$ 135.00	\$ 405.00
	Cloacina, EHS follow up discussions, email responses	1	\$ 135.00	\$ 135.00
	PM meeting	1	\$ 135.00	\$ 135.00
30-Sep	LAFCO meeting preparation	1	\$ 135.00	\$ 135.00
Totals		36	\$	4,860.00

ITEM 7A – BUSINESS – PADRE CONTRACT

BUSINESS – PADRE CONTRACT

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is made by and between **PADRE ASSOCIATES, INC.** (CONSULTANT), and **LOS OLIVOS COMMUNITY SERVICES DISTRICT** (CLIENT). This AGREEMENT is subject to the GENERAL CONDITIONS printed on the second page and any other attachments specifically referenced herein.

Date: September 23, 2022 Project No: 2022-3741

Client Representative: Guy Savage, General Manager

Address: PO Box 345 Phone: 805/500-4098
Los Olivos, CA 93441

Padre Contact: Matt Ingamells, Project Manager Phone: 805/644-2220 ext. 413

Project Title: Los Olivos Septic to Sewer Project Environmental Impact Report

Scope of Services: See Attachment A

Time of Performance: as needed to meet the project schedule

Compensation: Time and Materials, for a not-to-exceed fee of \$109,880 according to the attached 2021 Standard Fee Schedule

Special Terms and Conditions: None

The TERMS AND CONDITIONS of this AGREEMENT are accepted by:

CLIENT:

CONSULTANT:

LOS OLIVOS COMMUNITY SERVICES DISTRICT

PADRE ASSOCIATES, INC.

Simon A. Poulter

Signature

BY: Simon Poulter

Position

Principal/Vice President
Position

Date

September 23, 2022
Date

GENERAL CONDITIONS

1. PAYMENT. CLIENT accepts responsibility for payment of CONSULTANT under the conditions stated herein. All invoices are due and payable upon presentation. Amounts unpaid more than thirty (30) days after the date of the invoice shall bear interest at the rate of one-and-one-half (1.5) percent per month or the maximum rate permitted by law, whichever is less.

2. STANDARD OF CARE. CONSULTANT agrees to strive to perform the services set forth in this AGREEMENT in accordance with generally accepted professional engineering and environmental practices, in the same or similar localities, at the time the services are performed. CONSULTANT's services shall not be subject to any express or implied warranties whatsoever.

3. CLIENT RESPONSIBILITIES. The CLIENT shall provide all information it has access to that relates to the site and may bear upon the services of the CONSULTANT, including, but not limited to, a legal description of the site, a site plan, the location of utilities and underground structures at the site, previous geologic/geotechnical reports and any previous environmental assessments and audits. The CLIENT shall obtain all necessary authorizations and permits to allow the CONSULTANT to have access to the site at reasonable times throughout contract performance. CONSULTANT will take reasonable precautions to minimize damage to the site, but unavoidable damage or alteration may occur and CLIENT agrees to assume responsibility for same. CLIENT agrees to assume responsibility for damages due to CONSULTANT's interference with subterranean structures such as pipes, tanks, and utility lines that are not correctly shown on the documents provided to CONSULTANT.

4. LIMITATION OF LIABILITY. CLIENT hereby agrees that to the fullest extent permitted by law the CONSULTANT's total liability to CLIENT for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way relating to the project, the site, or this AGREEMENT from any cause or causes, including, but not limited to, the CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the greater of the total amount paid by the CLIENT for the services of the CONSULTANT under this contract or \$50,000.00, whichever is greater. CLIENT and the CONSULTANT further agree that, to the fullest extent permitted by law, neither party shall be liable to the other for any special, indirect, or consequential damages.

5. INDEMNIFICATION. CLIENT shall defend, indemnify, and hold harmless CONSULTANT and its directors, officers, shareholders, employees, contractors, subcontractors, agent, or affiliates from and against any and all suits, actions, legal or administrative proceedings, claims, demands, actual damages, fines, punitive damages, losses, costs, liabilities, interest, and attorneys' fees (including any such fees and expenses incurred in enforcing this indemnity) which: (a) exceed the limitation on CONSULTANT's liability provided for in Article 4, or (b) result from, arise out of, or are in any way connected with: (i) acts or omissions of CLIENT, CLIENT's employees, agents, and subcontractors and their employees or agents; (ii) the release of any hazardous substance; or (iii) any other generation, treatment, or transport of waste materials.

CLIENT agrees that CONSULTANT had nothing whatsoever to do with the creation, existence, or presence of asbestos, hazardous substances, or pollutants on or near the subject property. Accordingly, and to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its agents, subcontractors, and employees harmless from and against any and all claims, defense costs, including attorneys' fees, damages, and other liabilities arising out of or in any way related to CONSULTANT's reports or recommendations concerning this AGREEMENT, CONSULTANT's presence on the project property, or the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the project property; **provided that** CLIENT shall not indemnify CONSULTANT against liability for damages to the extent caused by the negligence or intentional misconduct of CONSULTANT, its agents, subcontractors, or employees.

6. INSURANCE. CONSULTANT shall maintain continuously during the life of this AGREEMENT, and shall require its lower tier SUBCONSULTANTS to maintain, the following minimum insurance requirements:

- a) Workers' Compensation Insurance with statutory limits. If applicable, this shall include coverage for U.S. Longshoreman's and Harbor Worker's Act, the Jones Act, and Outer Continental Shelf Lands Act. Employer's Liability limits shall not be less than \$1,000,000 per occurrence aggregate.
- b) Comprehensive General Liability with limits of not less than \$1,000,000 applicable to bodily injury, sickness, or death in any one occurrence aggregate and not less than \$1,000,000 for loss of, or damage to, property in any one occurrence aggregate. This coverage shall include the following: (1) Comprehensive form; (2) Premises operations; (3) Underground explosion and collapse hazard; (4) Products completed operations; (5) Contractual liability; (6) Independent contractors; (7) Broad form property damage; (8) Personal injury.
- c) Automobile Liability covering all owned, non-owned, or hired vehicles used by SUBCONSULTANT with limits of not less than \$1,000,000 applicable to bodily injury, sickness, or death of any one person per occurrence and \$1,000,000 for loss of or damage to property in any one occurrence.
- d) Where CONSULTANT'S Scope of Work involves the rendering of professional services, Professional Liability insurance in the amount of \$1,000,000 covering claims, damages, and liability arising out of, or resulting from, CONSULTANT'S negligent acts, errors, or omissions. This requirement does not apply to contracting, material or equipment supply, or other nonprofessional services.

7. CONFIDENTIALITY. CONSULTANT understands that its position as a consultant to CLIENT creates a relationship of confidence and trust between CONSULTANT and CLIENT with respect to **any** Confidential Information which pertains to the business of CLIENT, the employees of CLIENT, or to the business of any actual or potential client, customer, contractor, consultant, or other third parties doing business with CLIENT, which may be known to CONSULTANT or learned or developed by CONSULTANT during the period of CONSULTANT's performance of consulting service for CLIENT. "Confidential Information" shall include, but not be limited to, all Simpson trade secrets, processes, data, documentation, files, standards, specifications, customer information, employee information, accounting data, strategies, forecasts, computer programs, customer lists and all information obtained by the CONSULTANT from, or disclosed to CONSULTANT, by CLIENT which relates to either CLIENT'S past, present and future research, development and business activities, and the results of the CONSULTANT's work under this AGREEMENT, including drafts and associated materials, except such information as is publicly disclosed by CLIENT either prior or subsequent to CONSULTANT's receipt of such information, or is rightfully received by the Consultant from a third party other than in connection with this AGREEMENT. Also included is confidential information that CONSULTANT may learn of or acquire from other CLIENT contractors, consultants, or other third parties in the performance of its services under this AGREEMENT.

CONSULTANT shall hold all such Confidential Information in trust and confidence for CLIENT and shall not use such Confidential Information other than for the benefit of CLIENT and, except as may be authorized by the appropriate Simpson representatives in writing, CONSULTANT shall not disclose, by publication or otherwise, to any person other than to CONSULTANT's employees having a need to know, any such Confidential Information. Upon termination or expiration of this AGREEMENT, CONSULTANT shall return to CLIENT all written or descriptive matter, including but not limited to drawings, blueprints, descriptions, or other papers or documents that contain any such Confidential Information, shall destroy any such matter in electronic form, and will not retain any copy or reproduction of such Confidential Information.

All reports and other data or documents provided by or prepared by CONSULTANT in accordance with this AGREEMENT are the property of CLIENT, and may be used by Simpson as it sees fit and without limitation, except for copyrighted data which requires the writer's permission, and shall not be released for any other purposes without the written approval of CLIENT. Materials developed by CONSULTANT may be used by CONSULTANT in general form so long as CLIENT's Confidential Information is redacted prior to such use.

8. TERM. The term of this AGREEMENT shall commence as of the date first written above and terminate on December 31, 2023 unless renewed or extended in writing by both parties. Notwithstanding the foregoing, either party may terminate the AGREEMENT effective upon 10 days' written notice, and CLIENT may terminate its portion of this AGREEMENT effective immediately in the event that CONSULTANT is, in the sole opinion of CLIENT, inadequately available to perform or inadequately performing the Services.

ATTACHMENT A

SCOPE OF WORK

General Approach

Padre will provide the CSD assistance in the preparation of an EIR for the proposed Los Olivos Septic to Sewer Project, including four basic service areas:

- Project development, EIR scoping and selection of alternatives
- Project management and coordination
- Environmental analysis
- Public participation/decision-maker hearings support

Padre will work closely with CSD staff throughout the duration of the environmental review process for the project. Our goal is to assist the CSD in preparing a legally adequate environmental documentation pursuant to the requirements of CEQA in an efficient and cost-effective manner. The Padre environmental review team will provide a comprehensive assessment of the potential environmental impacts associated with the proposed project. We will review and utilize all relevant studies and data provided by CSD staff. In addition, data and analysis provided in the Santa Ynez Valley Community Plan EIR will be utilized as appropriate.

Additionally, Padre will provide support in the public participation/document approval process with the objective of listening to, recording and considering the concerns voiced by stakeholders, as well as providing clear and concise information to the decision-makers and public relative to the environmental impacts of the project.

Project Development

Padre will assist the CSD in developing the project, including the following subtasks:

- Preparation and distribution of the Notice of Preparation (NOP).
- Development of project objectives.
- Development of an environmental baseline (physical conditions to be used to determine whether an impact is significant) which is typically conditions present when the NOP was issued.
- Development of alternatives in coordination with CSD staff, which may include one alternative treatment plant site and one alternative effluent disposal site/method.

This task includes one project team meeting (or conference call, as appropriate) to discuss and coordinate project development.

Project Description, Environmental Setting and Project Alternatives

Project Description. Upon completion of project development and receipt of NOP comment letters, Padre will prepare and submit a draft project description for review by the CSD. The project description will include all elements as defined in Section 15124 of the State CEQA Guidelines, which will include the following components at a minimum:

- Identification of the project proponent and affected property owners.

- History and background of wastewater treatment needs and water quality concerns.
- Location description including regional and vicinity maps, and assessor's parcel numbers.
- Statement of project objectives.
- List of requested actions/discretionary approvals which may include Santa Barbara Local Agency Formation Commission approval (to modify the CSD service area), zoning change and Comprehensive Plan/Santa Ynez Valley Community Plan amendment for the treatment plant site.
- List of agencies expected to use the EIR.
- Detailed description of the project's technical and environmental characteristics including construction and operation of the proposed wastewater collection, treatment and disposal systems.

We request all available details be provided concerning project phasing, the treatment plant site, force main alignment, lift station site and collection system installation methods. A final project description incorporating the CSD's changes to the draft will also be provided and will serve as the basis for all environmental review. It is important to note that changes to the project description after approval by the CSD may result in changes to our work scope and, therefore, schedule and cost.

Environmental Baseline. This section will describe the environmental baseline identified as part of project development.

Environmental Setting. The environmental setting will provide a synopsis of the physical and resource conditions of the Los Olivos area, Alamo Pintado Creek watershed and surrounding areas. More detailed setting information for each of the environmental issues will be provided in association with the issue specific environmental analyses.

Part of the environmental setting will include defining cumulative development in the project area. The cumulative impact assessment approach may vary within the document depending on the issue area under consideration (i.e., for aesthetics the cumulative evaluation may be confined to consideration of projects within the viewsheds that would be affected by the proposed project, whereas to assess the cumulative effects to biological resources a different geographic area may be considered).

Project Alternatives. This section will present the alternatives identified during project development in greater detail, based on information provided by the CSD. Alternatives selection will focus on those that are feasible given regulatory and economic constraints and meet most of the basic project objectives. The goal is to meet the requirements of the State CEQA Guidelines and consider the findings of recent court decisions by identifying a reasonable range of feasible alternatives to foster meaningful responsible agency and public comment.

We propose to assess one alternative treatment plant site, and one alternative effluent disposal method (assumed to be surface water disposal in the adjacent Alamo Pintado Creek). The alternative treatment plant site may require an alternate force main alignment, which will be assessed. We request a conceptual design for the effluent disposal to Alamo Pintado Creek alternative be provided, including effluent pipelines, outfall structure, access roads and disturbance footprint. Due to the lack of flexibility in serving affected properties, alternative collection system alignments will not be assessed. Additional alternatives may be considered but would require a modification to our scope and budget.

Administrative Draft EIR

Padre will prepare and submit the Administrative Draft EIR to the CSD which will contain the following sections.

Introduction. Padre will prepare the EIR Introduction with input provided by the CSD. The Introduction will describe the purpose and legal authority of the EIR process; and provide background on the existing wastewater treatment facilities, and project purpose and need. Lead, responsible, and trustee agencies will be identified, and a brief summary of the environmental review and approval process will be provided.

Executive Summary. Padre will prepare the EIR Executive Summary in accordance with Section 15123 of the CEQA Guidelines. It will include the following elements:

- Summary of the project's key elements.
- A table identifying the significant effects of the project, mitigation measures and residual impact level based on adopted significance thresholds.
- Summary of areas of known controversy and comments raised during the NOP scoping process.
- Summary of the results of the alternatives analysis which identifies the environmentally superior alternative.

Project Description. The CSD-approved project description will be presented along with sufficient graphics to fully identify the scope and project limits of construction and operation of proposed facilities.

Environmental Impact Analysis and Mitigation. Each primary environmental issue area will comprise a separate subsection and include: a discussion of the physical and regulatory setting as appropriate; impact assessment methodology and thresholds of significance; short-term, long-term and cumulative impacts; project-specific and cumulative mitigation measures; and level of significance after mitigation. The County of Santa Barbara Environmental Thresholds and Guidelines Manual (revised 2021) will serve as guiding document in the preparation of the Administrative Draft EIR. Alternatively, if requested, Padre can assist the CSD (as lead agency) to identify appropriate significance thresholds for this project.

The impacts of construction of lateral sewer connection lines (to be the responsibility of property owners) will be addressed to the extent feasible to minimize the need for any future CEQA documentation addressing this component.

Based on preliminary review of the project, primary environmental issue areas to be addressed in the EIR will include:

- Aesthetics
- Agriculture
- Air Quality
- Greenhouse gas emissions
- Biological resources
- Cultural resources
- Geology and soils
- Hazards and hazardous materials
- Hydrology, water quality, flooding
- Noise
- Land use

Secondary issues (which are unlikely to result in significant impacts) include energy, recreation, transportation, mineral resources, wildfire, population and housing, public services and utilities and will be addressed at a lower level of detail in a section titled "Impacts Considered less than Significant".

Aesthetics. This impact analysis will focus on changes in public views associated with construction and operation of the proposed treatment plant. Representative site photographs will be provided to show the existing aesthetic setting. Impacts will be assessed based on project-related changes to the visual character and quality of the site. The effects of proposed landscaping around the site perimeter will be assessed. We have not budgeted for photo-simulations due to the rural setting of the site, but can include this task if requested. Mitigation measures will be developed as needed, such as additional landscape screening at the treatment plant site.

Agriculture. There is a possibility that final site selection could include existing farmlands. Should the final site selection include existing farmlands, an agricultural resources setting section will be provided, focusing on important farmlands (prime, state-wide importance, unique), high capability unit soils and existing agricultural practices in the project area. Padre will assess potential impacts (conversion, conflicts) to agricultural resources associated with changes in land use. Important farmlands will be identified within and adjacent to the project sites. Note that some of the sites under consideration for the treatment plant support Farmland of Local Importance and are zoned for agriculture. The agricultural land value will be assessed for farmlands to be converted, using the County's Agricultural Resource Guidelines. Impacts associated with pipelines will also be assessed, including any long-term loss of farmland.

Air Quality. An air quality setting section will be provided, focusing on existing ambient air quality, applicable regulations and significance thresholds, and current air quality planning activities. Air pollutant emissions sources associated with construction and operation activities include heavy-duty trucks, heavy equipment, worker vehicles and fugitive dust.

Emissions will be estimated using construction and operation activity assumptions provided by the CSD and the EMFAC 2021 and OFFROAD 2021 emissions estimation models developed by the California Air Resources Board (CARB). Peak day construction emissions estimates will be compared to the significance thresholds provided by the Santa Barbara County Air Pollution Control District. Operational air pollutant emissions will also be assessed including sludge trucking and brine trucking to disposal sites.

Odors associated with operation of the treatment plant will be qualitatively assessed, focusing on proposed odor controls and other design features that would minimize odors. An odor monitoring program may be included as mitigation to address any odor complaints from the general public and adjacent residents.

Greenhouse Gas (GHG) Emissions. A GHG/climate change setting will be provided and include a discussion of applicable State and Federal regulations and local climate change planning efforts. Pursuant to Section 15064.4 of the State CEQA Guidelines, greenhouse gas emissions will be quantified. GHG emissions associated with construction activities will be estimated using the EMFAC 2021 model, OFFROAD 2021 model and California Climate Action Registry General Reporting Protocol.

GHG emissions generated by the proposed wastewater treatment plant will be estimated using the Local Government Operations Protocol (Section 10) developed by the CARB and compared to current fugitive methane emissions associated with existing septic systems in the CSD service area. GHG emissions associated with trucking sludge and brine, and electricity consumption (treatment plant and lift station) will also be estimated. In addition, project consistency with the County's Energy and Climate Action Plan will be discussed. The County-adopted 1,000 metric tons per year CO₂E bright-line threshold for industrial stationary sources may not apply to the project. Therefore, we will work with the CSD to identify a reasonable threshold of significance.

Biological Resources. A setting section will be provided, focusing on special-status species reported from the Los Olivos area. Data sources will include the California Natural Diversity Data Base, California Native Plant Society on-line inventory and focused surveys of potential impact areas by Padre biologists. In addition, oak trees protected under County ordinance will be identified in proximity to ground disturbance areas associated with the treatment plant, lift station site and collection system installation trenches. If appropriate, biological surveys will be conducted at the alternative effluent disposal site at Alamo Pintado Creek to identify sensitive habitats that may be affected, including riparian plant communities and wetlands.

Impacts associated with project construction activities will be identified and may include collection system and force main pipeline installation, grubbing and earthwork to construct the treatment plant and lift station, and plant construction. Adverse effects to biological resources may include direct mortality, habitat loss, habitat degradation, reduced water quality and indirect disturbance (noise, dust, equipment activity).

Cultural Resources. Padre will assist the CSD in notifying appropriate and culturally relevant tribal contacts as required by the Public Resources Code. A cultural resources record search will be completed for the project. A setting discussion will be provided including a summary of applicable regulations and a summary of the results of the record search. A Phase 1 archeological field survey will be conducted at the preferred and alternative treatment plant sites, the lift station site and other proposed ground disturbance areas outside roadway pavement. Impacts will be assessed including the potential loss or disturbance of cultural resources associated with project-related ground disturbance. Mitigation measures will be provided as appropriate and focus on construction contractor training, stop-work and notification of a qualified archeologist of any artifacts found.

Geology and Soils. A setting discussion will be provided focusing on the geology, topography and soils of the treatment plant and lift station sites. Any geotechnical reports provided by the CSD for the project will be fully utilized as a primary source of information. Potential impacts may include seismic-induced liquefaction, slope stability, subsidence, and soil erosion at the treatment plant site, lift station site and backfilled pipeline trenches.

Hazards and Hazardous Materials. A setting discussion will be provided focusing on any known hazardous materials discharges in the project area. The potential for public exposure to hazardous materials (fuels and other hydrocarbons) during pipeline installation and treatment plant construction will be qualitatively assessed, and mitigation measures will be provided as appropriate. In addition, any hazardous materials used at the proposed treatment plant for wastewater treatment and plant maintenance will be identified (such as hydrogen peroxide, sodium hypochlorite, sodium bisulfite, sulfuric acid, aqueous ammonia), and the potential for public exposure to these materials assessed.

Hydrology, Water Quality and Flooding. A setting discussion will be provided based on flood hazard areas identified on Flood Insurance Rate Maps, and available surface flow rate and water quality data for Alamo Pintado Creek. The setting will also provide a regulatory setting including the Central Coastal Basin Water Quality Control Plan, and a discussion of beneficial uses and any impaired waters of the Alamo Pintado Creek watershed. Impacts on groundwater quality associated with effluent injection and impacts on surface water quality associated with alternative effluent discharge to Alamo Pintado Creek will be based on focused studies to be provided by CSD (likely required for permitting with the Regional Water Quality Control Board). The impact analysis will qualitatively address potential flooding of proposed facilities and potential adverse effects of an outfall structure in Alamo Pintado Creek such as impeding storm flows and increasing flood water elevations. We recommend a hydrologic/hydraulic study for the proposed outfall structure be prepared by others to facilitate impact assessment.

Noise. A setting section will be provided discussing the characteristics of noise propagation and attenuation, Santa Barbara County noise standards and the results of noise measurements (to be conducted by Padre) at noise-sensitive receptors near the proposed treatment plant site. Noise-sensitive receptors (schools, residences, motels, hospitals and medical care facilities) will be identified, and project-related construction activities within 1,600 feet of these receptors will be considered significant impacts. Construction hours limitations and noticing will be considered as mitigation.

Treatment plant operational noise will be estimated based on noise measurements at similar facilities, and logarithmically added to existing noise levels to determine long-term noise impacts at noise-sensitive receptors. Mitigation (if required) may include masonry block walls around the treatment plant.

Land Use. A setting section will be provided and include a list of the current zoning and Comprehensive Plan land use designation for all affected parcels. The limitations of the County Land Use & Development Code with respect to wastewater treatment facilities in agricultural zones will be discussed. Required zoning changes to support the proposed project will be identified. In addition, a policy consistency analysis will be provided addressing relevant policies of the Santa Ynez Valley Community Plan and County Comprehensive Plan.

Recycled Water. Padre will provide an assessment of the growth-inducing potential of the proposed project with regard to providing recycled water as a substitute for existing users of groundwater (indirect potable reuse).

Notice of Completion (NOC), Notice of Availability (NOA) and Distribution List. Padre will coordinate with the CSD to prepare the NOC, and NOA with distribution list. Padre will distribute the NOA to all recipients on the CSD-approved distribution list. The CSD will be responsible for publication of the NOA in the Santa Ynez Valley News or other newspaper of general circulation.

Draft EIR

The Draft EIR will incorporate changes to the Administrative Draft EIR determined necessary by the CSD. Padre will be responsible for generating and distributing electronic copies and hardcopies of the Draft EIR. We suggest the Draft EIR be posted on the CSD website. Padre will assist the CSD in uploading the Draft EIR to the State Clearinghouse website.

Written Summary of Comments at the Public Hearing on the Draft EIR

The Padre Project Manager will attend one public hearing on the Draft EIR. During this hearing, notes will be taken. Utilizing our notes and the speaker cards or list of speakers in order of presentation, assumed to be provided to Padre by the CSD, Padre will prepare a written summary of oral comments provided at the hearing. This proposal assumes that no more than 20 original comments will need to be summarized. Repeat comments, if any, will be referenced to the first instance of the comment by speaker name and comment number.

Responses to Comments on the Draft EIR

As comments are received during the Draft EIR review phase they should be forwarded by the CSD to Padre for response including any additional analysis as approved and directed by the CSD. Upon completion of the minimum 45-day public review period and receipt of all comments on the Draft EIR, Padre will prepare written responses to oral and written comments on the Draft EIR and make any necessary revisions to the text.

All changes to the text will be noted with underlining and strikeout. It is anticipated that collaboration with the CSD will be an integral part of developing the response approach. The comment letters will be incorporated into the document and comment numbers added in the margins if not already provided. The proposal assumes that no more than 10 letters with a total of 30 unique comments will require response, in addition to the oral comments. If more than the anticipated number of comments require response, Padre can provide this additional service if requested by the CSD.

Proposed Final EIR

Upon receipt of comments from the CSD on the responses to comments on the Draft EIR, Padre will prepare a Proposed Final EIR, which will incorporate any text revisions and analysis needed to respond to comments. Our scope of work and fee is based on the assumption that no new substantial analysis will be required to address comments on the Draft EIR. Padre will be responsible for generating electronic copies and hardcopies of the Proposed Final EIR; and providing copies of the Proposed Final EIR to the CSD Board members and other appropriate parties.

Findings, Overriding Considerations and Mitigation Monitoring and Reporting Plan

In accordance with State CEQA Guidelines Sections 15091 and 15093 respectively, Padre will prepare draft CEQA findings and a Statement of Overriding Considerations (if required) including supporting statement of facts from the EIR in coordination with the CSD. The CEQA findings and Statement of Overriding Considerations (if required) will be finalized following receipt of CSD comments. Pursuant to Section 15097 of the State CEQA Guidelines, Padre will prepare a Mitigation Monitoring and Reporting Plan for adoption during the project approval process.

CSD Board Hearing

The Padre Project Manager will attend the CSD Board hearing regarding adoption of the Proposed Final EIR. Padre will be responsible for preparation of any project summaries and/or graphics required for the hearing.

Final EIR

After final decision-maker action on the Proposed Final EIR, Padre will prepare the Final EIR, which will include any modifications as requested by the decision-makers and CSD staff.

Project Team Meetings

This task includes up to three project team meetings (or conference calls, as appropriate) to discuss and coordinate EIR preparation.

2021 STANDARD FEE SCHEDULE

PROFESSIONAL SERVICES

Principal Professional II	\$ 210/hr
Principal Professional	\$ 180/hr
Senior Professional II.....	\$ 160/hr
Senior Professional.....	\$ 150/hr
Project Professional II.....	\$ 130/hr
Project Professional	\$ 120/hr
Staff Professional II.....	\$ 110/hr
Staff Professional.....	\$ 95/hr
Senior Technician (Non-Prevailing Wage).....	\$ 90/hr
Senior Technician (Prevailing Wage).....	\$ 95/hr
Technician (Non-Prevailing Wage)	\$ 80/hr
Technician (Prevailing Wage)	\$ 85/hr
Senior GIS/CAD Specialist.....	\$ 110/hr
GIS/CAD Specialist.....	\$ 95/hr
Drafting.....	\$ 75/hr
Word Processing/Technical Editor	\$ 80/hr

*Overtime rates for Technicians and Office Staff is 1.3 x rates shown.

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$425 per hour.

OTHER DIRECT CHARGES

Subcontracted Services.....	Cost Plus 15%
Outside Reproduction.....	Cost Plus 15%
Travel, Subsistence, and Expenses.....	Cost Plus 15%
Vehicle	\$ 80/day
Photoionization Detector	\$ 120/day
Nuclear Density Gauge	\$ 85/day
Automobile Mileage.....	\$ 0.85/mile

ITEM 7B – BUSINESS – BC2 CONTRACT

BUSINESS – BC2 CONTRACT



1150 West Trenton Avenue
 Orange, CA 92867
 Tel (714) 744-2990 Fax (714) 744-2991

Proposal: 22-569R3
of Pages: 1

Quote for Drilling Services

To: Andres Lapostol
 Company: GSI Water Solutions, Inc.
 Email: alapostol@gsiws.com
 Tel: 626-223-8228

From: Tracy Spilotro
 Project: Los Olivos, Ca
 Timing: TBD
 Date: May 4, 2022
 Revised Oct. 4, 2022

Scope: **Drill 1-150ft 2" Well**
 . Drill & sample to 150ft in 5ft intervals
 . Install 2" Sch 40 PVC well with 100ft of screen, 50ft of blank
 . Spread cuttings out on site
 . Development
 . Site access for drilling equipment, crews, support vehicles and required city/ traffic permits - provided by others
 Prevailing wage rates assumed ARE applicable to this project
 Actual costs based on actual units consumed

Item	Description	Unit	Estimated Quantity	Unit Price	Extension
1	Mobilization/Demobilization				
	Mob/Demob Drill Rig & 3 Man Crew	L.S.	1	\$2,000.00	\$2,000.00
	Daily Crew Travel To/From Hotel	Trips	2	\$200.00	\$400.00
	Per Diem 3-Man Crew (2nd Night May Not Be Required)	Night	2	\$600.00	\$1,200.00
2	Drill & Set 1-150ft x 2" Well				
	Drill Rig, Equipment & Crew Onsite	Day	2	\$2,850.00	\$5,700.00
	2" PVC Well Materials	Foot	150	\$9.00	\$1,350.00
	8" Borehole Backfill	Foot	150	\$8.00	\$1,200.00
	6" x 5' Monument Set In 2ft x 2ft Pad	Each	1	\$300.00	\$300.00
	Prevailing Wage Per Man Per Hour Portal to Portal Up to 8hrs Per Day	Hour	60	\$70.00	\$4,200.00
	Prevailing Wage Per Man Per Hour Portal to Portal Over 8hrs Per Day	Hour	9	\$110.00	\$990.00
3	Development Rig				
	Development Rig Portal to Portal	Hour	14	\$205.00	\$2,870.00
	Development Trailer Rental	Day	1	\$200.00	\$200.00
	Generator and Pump Rental	Day	1	\$350.00	\$350.00
	Per diem 1 Man Development Crew	Night	2	\$200.00	\$400.00
	Prevailing Wage Per Man Per Hour Portal to Portal Up to 8hrs Per Day	Hour	16	\$75.00	\$1,200.00
	Prevailing Wage Per Man Per Hour Portal to Portal Over 8hrs Per Day	Hour	6	\$112.50	\$675.00
4	Rental Equipment and Miscellaneous				
	Support Trucks	Day	2	\$200.00	\$400.00
	Forklift Delivery/Pick-Up	L.S.	-	\$400.00	-
	Forklift Daily Rental	Day	-	\$350.00	-
	Containment Drums (Decon & Development)	Each	4	\$70.00	\$280.00
	Estimated Project Duration Drill Rig				2 - Work Days
	Estimated Project Duration Development Rig				1 - Day
	Estimated Project Total				\$23,715.00

Notes: BC2 assumes that other parties will provide site access, drilling and well permits, useable on-site water supply, and clear the location of utilities on the property. Drill rig hourly rates will be charged for all standby time and for time associated with returning to previously-drilled boreholes. BC2 is not responsible for damage to underground improvements.

Client is responsible for naming BC2 Environmental LLC on USA Dig Alert Ticket as the excavating contractor.

ITEM 7C – BUSINESS – GENERAL MANAGER

BUSINESS – GENERAL MANAGER SIX-MONTH REPORT



Six Month Retrospective

GUY SAVAGE

GENERAL MANAGER



By the Numbers (Six Months)

Contracted to work 30 hours a month

- Average: 42.6
- Average billed: 34.2

Key activities

- General Administration (website, email, constituents, meetings)
74.75 hours (29%)
- Project Work (consultant oversight, contracts, meetings, and so on)
74.75 hours (29%)
- Business Meetings (prep, attendance, minutes)
89.5 hours (35%)
- Budget
16.75 hours (7%)



Working Well

- ❑ Board Relations
 - ❑ Scheduled Finance Committee
 - ❑ Ad Hoc Committees (Environmental Services, Project Management, Technical)

- ❑ MNS
 - ❑ Originally intended purposes
 - ❑ Financial Support (Mary)
 - ❑ District Engineer (Doug)





In Need of Fine Tuning



Meetings Agendas / Workshops



Public Outreach and Communications



Meeting Agendas and Workshops

- Rhythm of meetings settling down
- Tweaks to agenda formats continue
- Sound and amplification still an issue
- More workshops on the horizon, may want to consider a professional facilitator

Reminder: Agenda is set by President and General Manager



Public Outreach and Communications

- ❖ District residents and property owners clearly want more
- ❖ District is not controlling its own message



Recommendations

- Director's Coffee Klatch
 - Regularly scheduled, consistent location, rotating Directors
 - Listen, answer questions, share information, general discussion
- Direct Outreach
 - Walk the District, not just your circle of friends
- Increase social media presence
- General Manager – State of the District
 - Not a Board meeting
 - Planning for December, new Board
 - History, information, issues, accomplishments, where we are headed