



**SUMMERLAND SANITARY DISTRICT**

2435 Wallace Avenue  
Regular Board of Directors Meeting  
Thursday June 14, 2018 at 5:00 P.M.

**AGENDA**

- I. ROLL CALL
- II. CLOSED SESSION  
CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION-Government Code  
(Subdivision (a) of Section 54956.9. Santa Barbara Superior Court Case No. 18CV01923.
- III. OPEN SESSION
- IV. PLEDGE OF ALLEGIANCE
- V. CLOSED SESSION REPORT
- VI. APPROVAL OF THE AGENDA
- VII. PUBLIC COMMENT  
Those wishing to speak must submit a speaker slip to the Clerk of the Board.  
Three- minute limit will be imposed.
- VIII. APPROVAL OF THE MINUTES FOR THE REGULAR BOARD MEETING ON MAY 10, 2018
- IX. APPROVAL OF THE MONTHLY EXPENSES FOR MAY 2018, INCLUDING PAYROLL  
AND PETTY CASH
- X. COMMITTEE REPORTS
  - A. Finance Committee Report  
*The Finance Committee will update the Board.*
  - B. Administration, Operations & Personnel (AOP) Committee Report  
*The AOP Committee will update the Board.*
- XI. NEW BUSINESS
  - A. Review of representation proposal from Musick, Peeler & Garrett.
  - B. Notice of hearing announcement  
*The Board will consider adoption of the announcement of a hearing to be held on July 14,  
2018 in connection with the collection of sewer service charges on the County tax roll.*



## SUMMERLAND SANITARY DISTRICT

2435 Wallace Avenue  
Regular Board of Directors Meeting  
Thursday June 14, 2018 at 5:00 P.M.

### AGENDA

#### C. Resolution No. 2018-04

*The Board will consider adoption of Resolution No. 2018-04: The Governing Board of Summerland Sanitary District Agreeing that the alternative method of distribution of property tax levies & assessments be applicable to tax levies made by the County of Santa Barbara, State of California.*

#### D. Resolution No. 2018-05

*The Board will consider adoption of No. 2018-05: Resolution of the governing Board of Summerland Sanitary District ordering the filing with the county auditor of a report of sewer service charges for fiscal year 2018-19 to be placed on and collected by means of the County tax roll.*

E. Election of Alternative Special District Member on Santa Barbara LAFCO official ballot.

#### XII. OPERATIONS FACILITY AND COLLECTION REPORT

*The General Manager will provide a written report on operations, facility and collection maintenance.*

#### XIII. ITEMS FOR FUTURE CONSIDERATION BY THE BOARD

- A. The Board may request agenda items for future Board meetings.
- B. Next Board Meeting Date

#### XIV. ADJOURNMENT



VIII

## SUMMERLAND SANITARY DISTRICT

2435 Wallace Avenue  
Regular Board of Directors Meeting  
Thursday, May 10, 2018, at 4:59 p.m.

### MINUTES

THE MEETING WAS CALLED TO ORDER AT 5:00 P.M. BY PRESIDENT TUCKER.

I. ROLL CALL

**DIRECTORS PRESENT:** JOLENE COLOMY  
DAVID NOVIS  
MARTIN TUCKER  
JOHN FRANKLIN  
JIM WITMER

**ALSO, PRESENT**

MIKE SULLIVAN  
SHARON SAMSKI

General Manager  
Office Manager/Clerk to the Board

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF THE AGENDA

Director D. Novis moved to approve the Agenda. The motion was seconded by Director J. Colomy and passed with five ayes.

IV. PUBLIC COMMENT  
none

V. APPROVAL OF THE MINUTES OF THE REGULAR BOARD MEETING ON APRIL 12, 2018 AND THE MINUTES FOR THE MAY 4, 2018 FINANCE COMMITTEE MEETING.

Director J. Franklin moved to approve the minutes for the regular board meeting on April 12, 2018 and the May 4, 2018 Finance Committee Meeting. The motion was seconded by Director D. Novis and passed with five ayes.

VI. APPROVAL OF THE MONTHLY EXPENSES FOR THE MONTH OF APRIL 2018, INCLUDING PAYROLL AND PETTY CASH

General Manager Mike Sullivan answered and clarified questions the Board had about pay out of bills. Director J. Franklin moved to approve the monthly bills, including payroll and petty cash. The motion was seconded by J. Colomy and passed with five ayes.

Summerland Sanitary District  
Minutes Regular Board Meeting 05/10/2018

VII. COMMITTEE REPORTS

A. Finance Committee Report

*The Finance Committee will update the Board.*

Information was exchanged, and no reportable action was taken.

B. Administration, Operations & Personnel (AOP) Committee Report

*The AOP Committee did not meet.*

VIII. NEW BUSINESS

A. Call for nominations for the LAFCO Alternative Special District member and selection of an independent special district director to serve on the Countrywide Redevelopment Agency (RDA) oversight board.

Craig Geyer (Goleta West Sanitary District) was recommended for nomination. Director J. Colomy moved to approve the nomination. The motion was seconded by J. Franklin and passed with 5 ayes.

B. Budget FY 2018-19.

The Board discussed the current budget and preliminary budget FY 2018-19 and was adopted. Director J. Franklin moved to approve the FY 2018-19 budget. The motion was seconded by D. Novis and passed with 5 ayes.

VIII. OPERATIONS FACILITY AND COLLECTION REPORT

*The General Manager will provide a written report on operations, facility and collection maintenance*

Information was exchanged on the Montecito Water District study on the cost for recycled water.

IX. ITEMS FOR FUTURE CONSIDERATION BY THE BOARD

A. CLOSED SESSION PURSANT TO CALIFORNIA GOVERNMENT CODE SECTION 54956.6

*Title: Pending Litigation*

*Santa Barbara Superior Court Case No. 18CV01923*

*Lucinda Malott vs. Summerland Sanitary District*

B. Next Board Meeting date: June 14, 2018 @ 5:00 pm.

XI. ADJOURNMENT

The meeting was adjourned at 5:38 pm by a motion from J. Franklin and seconded by D. Novis.

Respectfully submitted:

\_\_\_\_\_  
Martin Tucker  
President

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

Minutes prepared by S. Samski



# Expenditure Transactions

IX  
From 5/1/2018 to 5/31/2018

Selection Criteria: Fund = 5215

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

## Fund 5215 -- SummerInd San Dist Running Exp

Document	Post On	Dept	LIAcct	Description	Amount
JE - 0169047	5/1/2018		6400	Retirement Contr.(Total Cost-401h) Payroll 4/15/18	4,827.32
JE - 0169047	5/1/2018		6475	Retirement Healthcare Contr. retirees 4/15/18	188.06
DJE - 0105102	5/2/2018		7404	Refund overpayment Fruit Growers Laboratory Inc	-15.00
CLM - 0484433	5/3/2018		7731	Gasoline April 2018	71.35
CLM - 0484441	5/3/2018		7516	Dig alert ticket cost	10.00
CLM - 0484446	5/3/2018		7363	Five hole hydrant wrench	86.27
CLM - 0484471	5/3/2018		7459	Snap Scan issues/ Copier scan set-up	110.00
CLM - 0484477	5/3/2018		7362	Lid, Drum	7.53
CLM - 0484451	5/4/2018		7363	3HP Motor Muffin Monster	802.73
CLM - 0485051	5/8/2018		7110	Comp. Board Fin. Comm Meeting	175.00
CLM - 0485059	5/8/2018		7363	Warthog 2 cleaning jets, 2 descaling jets,	1,402.44
CLM - 0485093	5/8/2018		7404	FGL Lab testing 3/5 through 4/15	1,464.00
CLM - 0485095	5/8/2018		6600	Medical June 2018	4,887.84
CLM - 0485286	5/9/2018		6100	Regular Salaries May 1-15, 2018	15,991.50
CLM - 0485286	5/9/2018		6270	Standby May 1-15, 2018	350.68
CLM - 0485286	5/9/2018		6300	Overtime May 1-15, 2018	126.00
CLM - 0485286	5/9/2018		6500	Medicare and Fica May 1-15, 2018	1,290.79
JE - 0169289	5/9/2018		6400	Retirement Contr.(Total Cost-401h) Payroll 5/15/18	5,598.49
JE - 0169289	5/9/2018		6475	Retirement Healthcare Contr. retirees 5/15/2018	188.06
CLM - 0485495	5/10/2018		7362	2 gal paint/supplies for buildings	140.32
CLM - 0485512	5/10/2018		7450	Digital Tape Recorder for Board Meetings	215.48
CLM - 0485512	5/10/2018		7450	Adobe Computer System Renewal-Word Doc's	23.88
CLM - 0485512	5/10/2018		7363	3 Safety Ladders	330.97
CLM - 0485512	5/10/2018		7363	Lubricant Spray-Amazon	33.51
CLM - 0485522	5/10/2018		7053	Phone Wireless 5/1-5/31/18	230.14
CLM - 0485533	5/10/2018		7510	Biosolids Management Fee April 2018	1,367.06
CLM - 0485559	5/10/2018		7110	Comp.Fin Committee Mtng 5/4/2018	175.00
CLM - 0485580	5/10/2018		7764	Trash Service April 2018	246.94
CLM - 0485584	5/10/2018		7053	Internet and phone Apr 27-May 26, 2018	382.08

# Expenditure Transactions

From 5/1/2018 to 5/31/2018

Selection Criteria: Fund = 5215

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

## Fund 5215 -- SummerInd San Dist Running Exp

Document	Post On	Dept	LIAcct	Description	Amount
CLM - 0485586	5/10/2018		7450	Drinking water May 2018	81.25
JE - 0169119	5/10/2018		7516	UtilityPermit 18A111,Summerland Sanitary Dist.	95.00
CLM - 0486054	5/15/2018		7110	Comp RBM 05/10/2018	175.00
CLM - 0486056	5/15/2018		7110	Comp. RBM 05/10/2018	175.00
CLM - 0486058	5/15/2018		7110	Comp. RBM 05/10/2018	175.00
CLM - 0486061	5/15/2018		7110	Comp RBM 05/10/2018	175.00
CLM - 0486062	5/15/2018		7110	Comp. RBM 05/10/2018	175.00
CLM - 0486281	5/16/2018		7110	Comp. RBM 04/12/2018	175.00
CLM - 0486572	5/17/2018		7362	Settling cone, Skimming Net Bag, Pole	277.49
CLM - 0486573	5/17/2018		7761	Electric Apr 9-May 8,2018 Summer rate end of Sep	2,431.04
CLM - 0486576	5/17/2018		7121	818 Gallons of Sodium Liquid Chloride	1,839.19
CLM - 0486577	5/17/2018		7763	Water 3/26-4/26/18	120.03
CLM - 0486581	5/17/2018		7121	470 Gallons of Sodium Bisulfite	1,369.29
CLM - 0486585	5/17/2018		7121	Nitrile Gloves	139.54
CLM - 0486597	5/17/2018		7450	Administration Office Sign Final Payment	536.02
CLM - 0487095	5/22/2018		7508	General Counsel 3.60 hrs (230 rate)	828.00
CLM - 0487096	5/22/2018		7053	Phone line liftstations II and III 5/13-6/12/2018	80.86
CLM - 0487098	5/22/2018		7460	Installed/weather proof outlet covers	144.61
CLM - 0487099	5/22/2018		7460	Repaired loose control of sump-pump	210.00
CLM - 0487101	5/22/2018		6600	Medical Dental, Vision June 2018	408.01
CLM - 0487403	5/24/2018		6100	Regular Salaries April 16-31, 2018	16,666.55
CLM - 0487403	5/24/2018		6270	Standby April 16-31, 2018	350.68
CLM - 0487403	5/24/2018		6300	Overtime April 16-31, 2018	206.56
CLM - 0487403	5/24/2018		6500	Medicare and Fica April 16-31, 2018	1,352.67
CLM - 0487509	5/24/2018		7653	Renewal Ed Nava	180.00
CLM - 0487516	5/24/2018		7653	Renewal Noe Vega	180.00
JE - 0169843	5/24/2018		6400	Retirement Contr.(Total Cost-401h) Payroll 5/31/18	6,106.73
JE - 0169843	5/24/2018		6475	Retirement Healthcare Contr. retirees 5/31/2018	188.06

# Expenditure Transactions

From 5/1/2018 to 5/31/2018

Selection Criteria: Fund = 5215

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

## Fund 5215 -- Summerlnd San Dist Running Exp

Document	Post On	Dept	LIAcct	Description	Amount
CLM - 0487992	5/30/2018		7362	Painting supplies, broom, sand paper, etc	180.96
AUT - SUTAXJE	5/31/2018		7363	SUTAX JE - May 2018	0.90
JE - 0169061	5/31/2018		6475	HRA Administrative Fee - APR 2018	4.50
JE - 0169802	5/31/2018		7324	FIN Billing Q4 17-18: Summerland Sanitary Dist	1,321.00
JE - 0169802	5/31/2018		7324	FIN Billing Q2 17-18: Summerland Sanitary Dist	1,321.00
Total Summerlnd San Dist Running Exp					78,378.38

# Expenditure Status

As of: 5/31/2018 (92% Elapsed)  
Accounting Period: CLOSED

Selection Criteria: Fund = 5216

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

## Fund 5216 -- Summerland San Cap Facilities

Line Item Account	6/30/2018 Fiscal Year Adjusted Budget	5/31/2018 Year-To-Date Actual	6/30/2018 Fiscal Year Variance	6/30/2018 Fiscal Year Pct of Budget
<b>Expenditures</b>				
<b>Services and Supplies</b>				
7363 -- Equipment Maintenance	0.00	146.09	-146.09	--
Total Services and Supplies	0.00	146.09	-146.09	--
<b>Capital Assets</b>				
8200 -- Structures&Struct Improvements	14,000.00	6,000.00	8,000.00	42.86 %
8300 -- Equipment	26,000.00	24,682.08	1,317.92	94.93 %
8400 -- Infrastructure	35,000.00	41,482.26	-6,482.26	118.52 %
Total Capital Assets	75,000.00	72,164.34	2,835.66	96.22 %
Total Expenditures	75,000.00	72,310.43	2,689.57	96.41 %
Total Summerland San Cap Facilities	75,000.00	72,310.43	2,689.57	96.41 %
Total Report	75,000.00	72,310.43	2,689.57	96.41 %



IX

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# Cash Balances

As of: 5/31/2018  
Accounting Period: CLOSED

Selection Criteria: Fund = 5215

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

Fund	5/1/2018 Beginning Balance	Month-To-Date Cash Receipts (+)	Month-To-Date Treasury Credits (+)	Month-To-Date Warrants and Wire Transfers (-)	Month-To-Date Treasury Debits (-)	5/31/2018 Ending Balance
5215 -- SummerInd San Dist Running Exp	1,511,501.10	15.00	5,804.71	0.00	68,878.64	1,448,442.17
Total Report	1,511,501.10	15.00	5,804.71	0.00	68,878.64	1,448,442.17

IX

# Cash Balances

As of: 5/31/2018  
Accounting Period: CLOSED

Selection Criteria: Fund = 5216

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

Fund	5/1/2018 Beginning Balance	Month-To-Date Cash Receipts (+)	Month-To-Date Treasury Credits (+)	Month-To-Date Warrants and Wire Transfers (-)	Month-To-Date Treasury Debits (-)	5/31/2018 Ending Balance
5216 -- Summerland San Cap Facilities	248,596.43	0.00	0.00	0.00	3,000.00	245,596.43
Total Report	248,596.43	0.00	0.00	0.00	3,000.00	245,596.43

# Cash Balances

As of: 5/31/2018  
Accounting Period: CLOSED

Selection Criteria: Fund = 5217

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

Fund	5/1/2018 Beginning Balance	Month-To-Date Cash Receipts (+)	Month-To-Date Treasury Credits (+)	Month-To-Date Warrants and Wire Transfers (-)	Month-To-Date Treasury Debits (-)	5/31/2018 Ending Balance
5217 -- SummerInd San Dist-Capital Rep	142,000.00	0.00	0.00	0.00	0.00	142,000.00
Total Report	142,000.00	0.00	0.00	0.00	0.00	142,000.00

# Financial Status (Real-Time)

As of: 5/31/2018 (92% Elapsed)  
Accounting Period: OPEN

Selection Criteria: Fund = 5215

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

## Fund 5215 -- SummerInd San Dist Running Exp

Line Item Account	6/30/2018 Fiscal Year Adjusted Budget	5/31/2018 Year-To-Date Actual	6/30/2018 Fiscal Year Variance	6/30/2018 Fiscal Year Pct of Budget
<b>Revenues</b>				
<b>Taxes</b>				
3010 -- Property Tax-Current Secured	210,000.00	208,740.47	-1,259.53	99.40 %
3011 -- Property Tax-Unitary	0.00	0.67	0.67	--
3015 -- PT PY Corr/Escapes Secured	0.00	533.13	533.13	--
3020 -- Property Tax-Current Unsecd	9,000.00	10,251.50	1,251.50	113.91 %
3023 -- PT PY Corr/Escapes Unsecured	0.00	154.83	154.83	--
3040 -- Property Tax-Prior Secured	0.00	-12.41	-12.41	--
3050 -- Property Tax-Prior Unsecured	0.00	39.38	39.38	--
3054 -- Supplemental Pty Tax-Current	3,500.00	667.45	-2,832.55	19.07 %
3056 -- Supplemental Pty Tax-Prior	0.00	1.94	1.94	--
Taxes	222,500.00	220,376.96	-2,123.04	99.05 %
<b>Fines, Forfeitures, and Penalties</b>				
3057 -- PT-506 Int, 480 CIOS/CIC Pen	0.00	238.88	238.88	--
Fines, Forfeitures, and Penalties	0.00	238.88	238.88	--
<b>Use of Money and Property</b>				
3380 -- Interest Income	6,000.00	10,527.83	4,527.83	175.46 %
3381 -- Unrealized Gain/Loss Invstmnts	1,000.00	-6,340.46	-7,340.46	-634.05 %
Use of Money and Property	7,000.00	4,187.37	-2,812.63	59.82 %
<b>Intergovernmental Revenue-State</b>				
4220 -- Homeowners Property Tax Relief	1,000.00	958.02	-41.98	95.80 %
Intergovernmental Revenue-State	1,000.00	958.02	-41.98	95.80 %
<b>Charges for Services</b>				
5091 -- Planning & Engrng-Plan Ck Fes	0.00	900.00	900.00	--
5430 -- Sanitation Services	914,000.00	896,500.84	-17,499.16	98.09 %
5433 -- Inspection Fees	1,500.00	1,200.00	-300.00	80.00 %

# Financial Status (Real-Time)

As of: 5/31/2018 (92% Elapsed)  
Accounting Period: OPEN

Selection Criteria: Fund = 5215

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

## Fund 5215 -- SummerInd San Dist Running Exp

Line Item Account	6/30/2018 Fiscal Year Adjusted Budget	5/31/2018 Year-To-Date Actual	6/30/2018 Fiscal Year Variance	6/30/2018 Fiscal Year Pct of Budget
Charges for Services	915,500.00	898,600.84	-16,899.16	98.15 %
Revenues	1,146,000.00	1,124,362.07	-21,637.93	98.11 %
<b>Expenditures</b>				
<b>Salaries and Employee Benefits</b>				
6100 -- Regular Salaries	410,436.00	345,499.47	64,936.53	84.18 %
6270 -- Stand-by Pay	10,000.00	7,202.28	2,797.72	72.02 %
6300 -- Overtime	5,500.00	3,803.55	1,696.45	69.16 %
6400 -- Retirement Contribution	144,674.00	131,650.18	13,023.82	91.00 %
6475 -- Retiree Medical OPEB	4,900.00	4,268.59	631.41	87.11 %
6500 -- FICA Contribution	29,986.00	25,715.25	4,250.75	85.81 %
6600 -- Health Insurance Contrib	82,905.00	70,614.25	12,290.75	85.17 %
6900 -- Workers Compensation	9,605.00	9,813.57	-208.57	102.17 %
Salaries and Employee Benefits	697,986.00	598,567.14	99,418.86	85.76 %
<b>Services and Supplies</b>				
7030 -- Clothing and Personal	2,000.00	1,872.49	127.51	93.62 %
7053 -- Telephone Service Local	8,000.00	7,719.60	280.40	96.50 %
7090 -- Insurance	15,000.00	17,730.21	-2,730.21	118.20 %
7110 -- Directors Fees	12,000.00	9,202.72	2,797.28	76.69 %
7121 -- Operating Supplies	30,000.00	22,110.83	7,889.17	73.70 %
7324 -- Audit and Accounting Fees	21,000.00	22,980.39	-1,980.39	109.43 %
7362 -- Building Maintenance	9,000.00	8,520.98	479.02	94.68 %
7363 -- Equipment Maintenance	15,000.00	30,250.76	-15,250.76	201.67 %
7404 -- Public Health Lab Serv	22,000.00	21,964.00	36.00	99.84 %
7430 -- Memberships	6,000.00	6,217.07	-217.07	103.62 %
7450 -- Office Expense	4,500.00	9,361.96	-4,861.96	208.04 %
7454 -- Books & Subscriptions	300.00	619.27	-319.27	206.42 %
7459 -- IT Professional Services	5,000.00	4,317.70	682.30	86.35 %



# Financial Status (Real-Time)

As of: 5/31/2018 (92% Elapsed)  
Accounting Period: OPEN

Selection Criteria: Fund = 5215

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

## Fund 5215 -- SummerInd San Dist Running Exp

Line Item Account	6/30/2018 Fiscal Year Adjusted Budget	5/31/2018 Year-To-Date Actual	6/30/2018 Fiscal Year Variance	6/30/2018 Fiscal Year Pct of Budget
7460 -- Professional & Special Service	19,500.00	25,925.25	-6,425.25	132.95 %
7508 -- Legal Fees	12,000.00	1,579.00	10,421.00	13.16 %
7510 -- Contractual Services	6,000.00	4,701.74	1,298.26	78.36 %
7516 -- Permitting Services	7,000.00	7,181.48	-181.48	102.59 %
7530 -- Publications & Legal Notices	500.00	586.08	-86.08	117.22 %
7546 -- Administrative Expense	3,200.00	2,998.00	202.00	93.69 %
7630 -- Small Tools & Instruments	300.00	461.00	-161.00	153.67 %
7653 -- Training Fees & Supplies	2,500.00	1,813.15	686.85	72.53 %
7671 -- Special Projects	5,000.00	11,740.00	-6,740.00	234.80 %
7730 -- Transportation and Travel	400.00	16.80	383.20	4.20 %
7731 -- Gasoline-Oil-Fuel	1,500.00	2,731.67	-1,231.67	182.11 %
7761 -- Electricity	33,000.00	29,865.18	3,134.82	90.50 %
7763 -- Water	1,300.00	1,598.50	-298.50	122.98 %
7764 -- Refuse	2,900.00	2,510.96	389.04	86.58 %
Services and Supplies	244,900.00	256,576.79	-11,676.79	104.77 %
Expenditures	942,886.00	855,143.93	87,742.07	90.69 %
<b>Other Financing Sources &amp; Uses</b>				
<b>Other Financing Uses</b>				
7901 -- Oper Trf (Out)	0.00	142,000.00	-142,000.00	--
Other Financing Uses	0.00	142,000.00	-142,000.00	--
Other Financing Sources & Uses	0.00	-142,000.00	-142,000.00	--
<b>Changes to Fund Balances</b>				
<b>Decrease to Nonspendables</b>				
9602 -- Receivables	0.00	298.00	298.00	--
Decrease to Nonspendables	0.00	298.00	298.00	--



# Financial Status (Real-Time)

As of: 5/31/2018 (92% Elapsed)  
Accounting Period: OPEN

Selection Criteria: Fund = 5215

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

## Fund 5215 -- SummerInd San Dist Running Exp

Line Item Account	6/30/2018 Fiscal Year Adjusted Budget	5/31/2018 Year-To-Date Actual	6/30/2018 Fiscal Year Variance	6/30/2018 Fiscal Year Pct of Budget
<b>Increase to Nonspendables</b>				
9602 -- Receivables	0.00	979.00	-979.00	--
Increase to Nonspendables	0.00	979.00	-979.00	--
Changes to Fund Balances	0.00	-681.00	-681.00	--
SummerInd San Dist Running Exp	203,114.00	126,537.14	-76,576.86	62.30 %
Net Financial Impact	203,114.00	126,537.14	-76,576.86	62.30 %



# Financial Status (Real-Time)

As of: 5/31/2018 (92% Elapsed)  
Accounting Period: OPEN

Selection Criteria: Fund = 5216

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

## Fund 5216 -- Summerland San Cap Facilities

Line Item Account	6/30/2018 Fiscal Year Adjusted Budget	5/31/2018 Year-To-Date Actual	6/30/2018 Fiscal Year Variance	6/30/2018 Fiscal Year Pct of Budget
<b>Revenues</b>				
<b>Use of Money and Property</b>				
3380 -- Interest Income	1,000.00	2,208.59	1,208.59	220.86 %
3381 -- Unrealized Gain/Loss Invstmnts	0.00	-1,251.07	-1,251.07	--
Use of Money and Property	1,000.00	957.52	-42.48	95.75 %
<b>Charges for Services</b>				
5432 -- Connection Fees	12,000.00	11,614.00	-386.00	96.78 %
Charges for Services	12,000.00	11,614.00	-386.00	96.78 %
Revenues	13,000.00	12,571.52	-428.48	96.70 %
<b>Expenditures</b>				
<b>Services and Supplies</b>				
7363 -- Equipment Maintenance	0.00	146.09	-146.09	--
Services and Supplies	0.00	146.09	-146.09	--
<b>Capital Assets</b>				
8200 -- Structures&Struct Improvements	14,000.00	6,000.00	8,000.00	42.86 %
8300 -- Equipment	26,000.00	24,682.08	1,317.92	94.93 %
8400 -- Infrastructure	35,000.00	41,482.26	-6,482.26	118.52 %
Capital Assets	75,000.00	72,164.34	2,835.66	96.22 %
Expenditures	75,000.00	72,310.43	2,689.57	96.41 %
Summerland San Cap Facilities	-62,000.00	-59,738.91	2,261.09	96.35 %
Net Financial Impact	-62,000.00	-59,738.91	2,261.09	96.35 %

# Financial Status

As of: 5/31/2018 (92% Elapsed)  
Accounting Period: CLOSED

Selection Criteria: Fund = 5217

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

## Fund 5217 -- SummerInd San Dist-Capital Rep

Line Item Account	6/30/2018 Fiscal Year Adjusted Budget	5/31/2018 Year-To-Date Actual	6/30/2018 Fiscal Year Variance	6/30/2018 Fiscal Year Pct of Budget
<b>Other Financing Sources &amp; Uses</b>				
<b>Other Financing Sources</b>				
5910 -- Oper Trf (In)-General Fund	0.00	142,000.00	142,000.00	--
Other Financing Sources	0.00	142,000.00	142,000.00	--
Other Financing Sources & Uses	0.00	142,000.00	142,000.00	--
SummerInd San Dist-Capital Rep	0.00	142,000.00	142,000.00	--
Net Financial Impact	0.00	142,000.00	142,000.00	--

MUSICK, PEELER & GARRETT LLP  
ATTORNEYS AT LAW

2801 TOWNSGATE ROAD, SUITE 200  
WESTLAKE VILLAGE, CALIFORNIA 91361

TELEPHONE: (805) 418-3100  
FACSIMILE: (805) 418-3101  
WWW.MUSICKPEELER.COM

LOS ANGELES  
ORANGE COUNTY  
SAN DIEGO  
SAN FRANCISCO  
SANTA BARBARA  
WESTLAKE VILLAGE

WILLIAM H. HAIR  
w.hair@mpglaw.com  
(805) 418-3121

May 8, 2018

Summerland Sanitary District  
2435 Wallace Avenue  
Post Office Box 417  
Summerland, California 93067

Attention: Mike Sullivan, General Manager

Re: Representation of Summerland Sanitary District

Dear Mike:

1. The purpose of this correspondence is to set forth the terms by which Musick, Peeler & Garrett, a Limited Liability Partnership ("MP&G"), will continue to represent Summerland Sanitary District ("the Client"). It is necessary that you return a signed copy to us.

2. MP&G and the Client agree as set forth below.

**SERVICES TO BE PROVIDED BY MP&G**

3. As of August 1, 2013, MP&G has been engaged to provide legal services reasonably required to represent the Client in connection with general counsel advice. If other matters are undertaken on behalf of the Client, they shall be addressed in separate engagement letters.

4. In order to enable MP&G effectively to render legal services, it is critical that the Client disclose all material facts to MP&G and keep MP&G apprised of all developments regarding the described representation. It is necessary that the Client cooperate with MP&G in the matter and make himself, herself or its representatives reasonably available to attend necessary meetings, court appearances or other proceedings.

**FEEES**

5. As compensation for the services to be performed by MP&G pursuant to paragraphs 3 and 4 above, the Client will be required to pay fees to MP&G at the hourly rate specified in paragraph 6 below.



MUSICK, PEELER & GARRETT LLP  
ATTORNEYS AT LAW

May 8, 2018

Page 2

6. All hourly rates are billed in minimum increments of one-tenth (1/10th) of an hour. The current rate for the attorney assigned primary responsibility for the described representation, William H. Hair, is \$275.00, effective when approved by the Board. It is agreed that the same hourly rate will be charged for any attorney working on Summerland matters.

7. MP&G hereby reserves the right to adjust the basic hourly rates above based upon various factors including: the experience, ability, and reputation of the attorneys working on the matter; the nature of the employment; the responsibilities involved and the results achieved. In the event the basic hourly rates are adjusted, MP&G will provide the Client notice of such adjustment(s) by way of separate letter or by way of its billing invoices, and the Client will be deemed to have agreed to the new hourly rates and the new hourly rates will apply to all services rendered unless the Client objects within thirty (30) days after receiving the referenced letter or billing invoice. Although MP&G will bill the client at the rates and on the hourly basis described herein, MP&G also reserves the right to adjust its bills based on the above-referenced factors and complexity of the matter and the results obtained.

8. All time spent in connection with the described representation by the legal personnel designated by MP&G to handle the same shall be billed to the Client in accordance with paragraphs 5 through 7. Such time may include, without limitation, time spent waiting in court, time spent in travel, and time spent in office conferences between or among the legal personnel assigned to the described representation. MP&G shall assign legal personnel to the described representation in MP&G's reasonable judgment, unless the Client directs otherwise in writing.

**COSTS AND EXPENSES**

9. The Client shall pay MP&G, all costs and expenses incurred in performing legal services in connection with the described representation. The costs referred to are for services provided directly by MP&G and for services provided by outside vendors or service providers. The costs and expenses may include, without limitation, telephone calls, messenger and other delivery fees, postage, charges for computer research and outside assisted legal research, travel expenses such as mileage, parking, airfare, meals, and hotel accommodations (which shall be in addition to the hourly rates for travel time), photocopying and other reproduction charges, clerical staff overtime, word processing charges, charges for computer time, process server's fees, filing fees and other charges assessed by courts and other public agencies, court reporter's fees, jury fees, witness fees, and other similar items. MP&G reserves the right to pass directly to the Client, and the Client agrees to pay promptly and directly, costs and expenses from outside vendors or service providers that exceed eight hundred dollars (\$800.00).

**MUSICK, PEELER & GARRETT LLP**  
**ATTORNEYS AT LAW**

May 8, 2018  
Page 3

**BILLINGS**

10. MP&G will send the Client an itemized invoice for fees and costs incurred on a monthly basis. Invoices are due upon receipt and are considered past due after thirty (30) days. The Client agrees to promptly review MP&G's billings upon receipt and, within thirty (30) days thereof, bring to MP&G's attention any adjustments or reductions that the Client believes are necessary. The Client agrees that his, hers or its failure to timely review the bills and timely bring any objections to MP&G's attention shall constitute a waiver of any objection and shall be deemed acceptance of the propriety of the billings. For administrative convenience, the invoices will describe all the work done by an individual on a particular date and set forth the entire time billed for that work. Where more than one task is performed on a date, the time spent on each task will not be separately stated unless the Client so requests in writing within thirty (30) days after the date of the billings.

11. If MP&G's statements for services, costs and other charges are not paid when due under the terms of this Agreement, MP&G reserves the right to charge and the Client agrees to pay simple interest at a rate of ten percent (10%) per annum on any unpaid attorneys' fees, costs and other charges from the date on which such payment is due until payment is received by MP&G.

**DISCLAIMER**

12. MP&G has made no promises or guarantees to the Client concerning the outcome of the described representation or any limit or "cap" on fees and costs relating thereto (notwithstanding any estimate that may have been provided) and nothing in this correspondence is intended as such a promise or guarantee. Although MP&G may, from time to time for the Client's convenience, furnish the Client with estimates of the amounts of fees which MP&G anticipates will be charged with respect to services to be performed, such estimates are by their nature inexact and are not binding on either MP&G or the Client.

**TERMINATION OF SERVICES**

13. The Client shall have the right, at any time, to terminate MP&G's services upon written notice to MP&G and MP&G shall immediately after receiving such notice cease to render additional services. Such termination shall not, however, relieve the Client of the obligation to pay the fees due for services rendered and costs incurred prior to such termination.

14. Similarly, MP&G shall have the right to terminate this representation and the Client shall take all steps necessary to free MP&G of any obligation to perform further, including, without limitation, the execution of any documents necessary to complete MP&G's discharge or withdrawal. The right of MP&G hereunder is in addition to those created by statute or recognized by Rules of Professional Conduct.

MUSICK, PEELER & GARRETT LLP  
ATTORNEYS AT LAW

May 8, 2018  
Page 4

**ARBITRATION**

15. Any dispute between the parties to this Agreement regarding attorneys' fees and/or costs charged by MP&G shall be resolved as follows: if a fees and/or costs dispute arises, MP&G will provide the Client with written notice of the Client's right to arbitrate under Sections 6200, *et seq* of the California Business and Professions Code. The Client and MP&G may thereafter agree that the arbitration will be binding or that the dispute will ultimately be resolved in another manner. Parties to any arbitration proceeding shall have the right to discovery as provided under Sections 2016, *et seq* of the California Code of Civil Procedure and the parties hereto agree that in the event of an arbitration, any dispute as to discovery shall be determined by the arbitrator.

16. The Client and MP&G agree that this letter constitutes the entire agreement between them regarding the representation described herein and that this letter supersedes any and all other agreements, understandings, negotiations or discussions (whether oral or in writing or expressed or implied) between them regarding the referenced representation. The Client and MP&G agree that the terms of this letter agreement cannot be amended, revised or modified except by a writing signed by both the Client and MP&G.

**CONCLUSION**

17. If this Agreement is acceptable, please sign the enclosed copy of the Agreement in the space provided and return it to us. Please be advised that both MP&G and the Client are entitled to a signed original of the Agreement.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'W. H. Hair', written over a horizontal line.

William H. Hair  
for MUSICK, PEELER & GARRETT LLP

Enclosure

MUSICK, PEELER & GARRETT LLP  
ATTORNEYS AT LAW

May 8, 2018  
Page 5

Agreed and accepted:

Date: \_\_\_\_\_, 2018

Summerland Sanitary District

By: \_\_\_\_\_  
Mike Sullivan, General Manager

1102209.1

XI A

MUSICK, PEELER & GARRETT LLP  
ATTORNEYS AT LAW

WILLIAM H. HAIR  
w.hair@mpglaw.com  
(805) 418-3121

2801 TOWNSGATE ROAD, SUITE 200  
WESTLAKE VILLAGE, CALIFORNIA 91361

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LOS ANGELES  
ORANGE COUNTY  
SAN DIEGO  
SAN FRANCISCO  
SANTA BARBARA  
WESTLAKE VILLAGE

May 8, 2018

Summerland Sanitary District  
2435 Wallace Avenue  
Post Office Box 417  
Summerland, California 93067

Attention: Mike Sullivan, General Manager

Re: Engagement of Musick, Peeler & Garrett LLP Regarding Lucinda Mallot,  
Successor Trustee U/D/T Dated September 3, 1998, et al. vs. Summerland  
Sanitary District  
Santa Barbara County Superior Court Case No.: 18CV01923

Dear Mike:

1. The purpose of this correspondence is to set forth the terms by which Musick, Peeler & Garrett, a Limited Liability Partnership ("MP&G"), will represent Summerland Sanitary District ("the Client") in the above-referenced litigation. It is necessary that you return a signed copy to us.

2. MP&G and the Client agree as set forth below.

**SERVICES TO BE PROVIDED BY MP&G**

3. As of May 7, 2018, MP&G has been engaged to provide legal services reasonably required to represent the Client in connection with the above-referenced litigation. We understand that the Complaint was served on Client on April 24, 2018. Client's response is currently due on May 24, 2018.

4. In order to enable MP&G effectively to render legal services, it is critical that the Client disclose all material facts to MP&G and keep MP&G apprised of all developments regarding the described representation. It is necessary that the Client cooperate with MP&G in the matter and make himself, herself or its representatives reasonably available to attend necessary meetings, court appearances or other proceedings.



MUSICK, PEELER & GARRETT LLP  
ATTORNEYS AT LAW

May 8, 2018  
Page 2

**FEES**

5. Generally, as compensation for the services to be performed by MP&G pursuant to paragraphs 3 and 4 above, the Client is be required to pay fees to MP&G at the following basic hourly rates.

Partners	\$385.00 to \$735.00
Associates	\$325.00 to \$475.00
Paralegals	\$220.00 to \$270.00
Document Clerks	\$160.00 to \$210.00

6. All hourly rates are billed in minimum increments of one-tenth (1/10th) of an hour. As an accommodation to Client, the current rate for the attorneys assigned primary responsibility for the described representation, William H. Hair and Gregory J. Patterson, is \$300.00.

7. MP&G hereby reserves the right to adjust the basic hourly rates above based upon various factors including: the experience, ability, and reputation of the attorneys working on the matter; the nature of the employment; the responsibilities involved and the results achieved. In the event the basic hourly rates are adjusted, MP&G will provide the Client notice of such adjustment(s) by way of separate letter or by way of its billing invoices, and the Client will be deemed to have agreed to the new hourly rates and the new hourly rates will apply to all services rendered unless the Client objects within thirty (30) days after receiving the referenced letter or billing invoice. Although MP&G will bill the client at the rates and on the hourly basis described herein, MP&G also reserves the right to adjust its bills based on the above-referenced factors and complexity of the matter and the results obtained.

8. All time spent in connection with the described representation by the legal personnel designated by MP&G to handle the same shall be billed to the Client in accordance with paragraphs 5 through 7. Such time may include, without limitation, time spent waiting in court, time spent in travel, and time spent in office conferences between or among the legal personnel assigned to the described representation. MP&G shall assign legal personnel to the described representation in MP&G's reasonable judgment, unless the Client directs otherwise in writing.

**COSTS AND EXPENSES**

9. The Client shall pay MP&G, all costs and expenses incurred in performing legal services in connection with the described representation. The costs referred to are for services provided directly by MP&G and for services provided by outside vendors or service providers. The costs and expenses may include, without limitation, telephone calls, messenger and other delivery fees, postage, charges for computer research and outside assisted legal

**MUSICK, PEELER & GARRETT LLP**  
**ATTORNEYS AT LAW**

May 8, 2018

Page 3

research, travel expenses such as mileage, parking, airfare, meals, and hotel accommodations (which shall be in addition to the hourly rates for travel time), photocopying and other reproduction charges, clerical staff overtime, word processing charges, charges for computer time, process server's fees, filing fees and other charges assessed by courts and other public agencies, court reporter's fees, jury fees, witness fees, and other similar items. MP&G reserves the right to pass directly to the Client, and the Client agrees to pay promptly and directly, costs and expenses from outside vendors or service providers that exceed eight hundred dollars (\$800.00).

**BILLINGS**

10. MP&G will send the Client an itemized invoice for fees and costs incurred on a monthly basis. Invoices are due upon receipt and are considered past due after thirty (30) days. The Client agrees to promptly review MP&G's billings upon receipt and, within thirty (30) days thereof, bring to MP&G's attention any adjustments or reductions that the Client believes are necessary. The Client agrees that his, hers or its failure to timely review the bills and timely bring any objections to MP&G's attention shall constitute a waiver of any objection and shall be deemed acceptance of the propriety of the billings. For administrative convenience, the invoices will describe all the work done by an individual on a particular date and set forth the entire time billed for that work. Where more than one task is performed on a date, the time spent on each task will not be separately stated unless the Client so requests in writing within thirty (30) days after the date of the billings.

11. If MP&G's statements for services, costs and other charges are not paid when due under the terms of this Agreement, MP&G reserves the right to charge and the Client agrees to pay simple interest at a rate of ten percent (10%) per annum on any unpaid attorneys' fees, costs and other charges from the date on which such payment is due until payment is received by MP&G.

**DISCLAIMER**

12. MP&G has made no promises or guarantees to the Client concerning the outcome of the described representation or any limit or "cap" on fees and costs relating thereto (notwithstanding any estimate that may have been provided) and nothing in this correspondence is intended as such a promise or guarantee. Although MP&G may, from time to time for the Client's convenience, furnish the Client with estimates of the amounts of fees which MP&G anticipates will be charged with respect to services to be performed, such estimates are by their nature inexact and are not binding on either MP&G or the Client.

MUSICK, PEELER & GARRETT LLP  
ATTORNEYS AT LAW

May 8, 2018  
Page 4

**TERMINATION OF SERVICES**

13. The Client shall have the right, at any time, to terminate MP&G's services upon written notice to MP&G and MP&G shall immediately after receiving such notice cease to render additional services. Such termination shall not, however, relieve the Client of the obligation to pay the fees due for services rendered and costs incurred prior to such termination.

14. Similarly, MP&G shall have the right to terminate this representation and the Client shall take all steps necessary to free MP&G of any obligation to perform further, including, without limitation, the execution of any documents necessary to complete MP&G's discharge or withdrawal. The right of MP&G hereunder is in addition to those created by statute or recognized by Rules of Professional Conduct.

**ARBITRATION**

15. Any dispute between the parties to this Agreement regarding attorneys' fees and/or costs charged by MP&G shall be resolved as follows: if a fees and/or costs dispute arises, MP&G will provide the Client with written notice of the Client's right to arbitrate under Sections 6200, *et seq* of the California Business and Professions Code. The Client and MP&G may thereafter agree that the arbitration will be binding or that the dispute will ultimately be resolved in another manner. Parties to any arbitration proceeding shall have the right to discovery as provided under Sections 2016, *et seq* of the California Code of Civil Procedure and the parties hereto agree that in the event of an arbitration, any dispute as to discovery shall be determined by the arbitrator.

16. The Client and MP&G agree that this letter constitutes the entire agreement between them regarding the representation described herein and that this letter supersedes any and all other agreements, understandings, negotiations or discussions (whether oral or in writing or expressed or implied) between them regarding the referenced representation. The Client and MP&G agree that the terms of this letter agreement cannot be amended, revised or modified except by a writing signed by both the Client and MP&G.

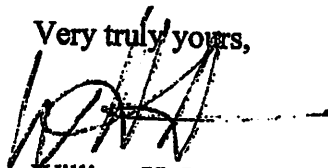
**CONCLUSION**

17. If this Agreement is acceptable, please sign the enclosed copy of the Agreement in the space provided and return it to us. Please be advised that both MP&G and the Client are entitled to a signed original of the Agreement.

MUSICK, PEELER & GARRETT LLP  
ATTORNEYS AT LAW

May 8, 2018  
Page 5

Very truly yours,



William H. Hair  
for MUSICK, PEELER & GARRETT LLP

Enclosure  
Agreed and accepted:

Date: \_\_\_\_\_, 2018

Summerland Sanitary District

By: \_\_\_\_\_  
Mike Sullivan, General Manager

1102212.1





RESOLUTION NO. 2018-04

RESOLUTION OF THE GOVERNING BOARD OF  
SUMMERLAND SANITARY DISTRICT AGREEING THAT THE ALTERNATIVE  
METHOD OF DISTRIBUTION OF PROPERTY TAX LEVIES  
& ASSESSMENTS BE APPLICABLE TO TAX LEVIES MADE BY THE  
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

**WHEREAS**, on or before October 15, 2002, the County of Santa Barbara will consider making the elective provided in Chapter 3 of part 8 of Division 1 of the Revenue and Taxation Code (commencing with Section 4701) which authorizes an alternative method for the distribution of property tax levies and assessments on the secured roll for the 2002-03 fiscal year and years thereafter, as well as delinquencies for prior fiscal years; and

**WHEREAS**, the County is prohibited from using such alternative method for any public district for which the County Treasury is not the legal depository unless such district agrees thereto by resolution of the public district's governing body adopted no later than July 1, 2018; and

**WHEREAS**, the Governing Board of Summerland Sanitary District desires to have the provisions of said alternative method made applicable to distributions made to Summerland Sanitary District.

**NOW THEREFORE, BE IT RESOLVED** that upon the County's election to implement the alternative method of distribution authorized by Chapter 3, Part 8 of Division 1 of the Revenue and Taxation Code, the governing body hereby agrees that said alternative method of distribution of property tax levies and assessments adopted by the County of Santa Barbara shall be applicable to Summerland Sanitary District.

**BE IT FURTHER RESOLVED**, that the Clerk of the governing body is hereby directed to transmit a copy of this Resolution to the Auditor-Controller of the County of Santa Barbara forthwith.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_  
the foregoing Resolution was passed and adopted by the Members of the Governing Board of Summerland Sanitary District, Santa Barbara County, State of California, this 12th day of July 2018, by the following vote, to wit:

AYES: \_\_\_\_\_

NYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Martin Tucker  
PRESIDENT OF THE BOARD

\_\_\_\_\_  
John Franklin  
SECRETARY OF THE BOARD

**RESOLUTION NO. 2018-05**

**RESOLUTION OF THE GOVERNING BOARD OF  
SUMMERLAND SANITARY DISTRICT ORDERING  
THE FILING WITH THE COUNTY AUDITOR OF  
A REPORT OF SEWER SERVICE CHARGES FOR  
FISCAL YEAR 2018-19 TO BE PLACED ON  
AND COLLECTED BY MEANS OF THE COUNTY  
TAX ROLL**

**WHEREAS**, the Governing Board by its Ordinance No.8 dated June 21, 1979 elected to collect certain of its sanitary sewer service charges by means of the County tax roll for each fiscal year;

and

**WHEREAS**, pursuant to Section 5473 of the Health and Safety Code, a written report was filed with the District, which report contains a description of each parcel of real property receiving sewer services and the charge for each parcel of said fiscal year; and

**WHEREAS**, pursuant to Section 5473.1 of the Health and Safety Code dated June 24, 2004, a hearing on said report was set for 5:00 p.m. on the 12th day of July, 2018 at 2435 Wallace Avenue, Summerland, California; and

**WHEREAS** notice of said hearing was given by publication and mailing as required by Section 5473.1 and Proof of Publication and Affidavit of Mailing are on file with the District; and

**WHEREAS**, at said time and place said hearing was held; and

**WHEREAS**, at said hearing the Governing Board of Summerland Sanitary District heard and considered all objections or protest to said report;

**NOW, THEREFORE, BE IT RESOLVED:**

1. That all of the recitals contained in the preamble to this Resolution are true;
2. That said written report shall be and it hereby is adopted and determined that each charge as set forth in said report is proper;

3. That the Clerk of this Governing Board and of this District shall, on or before the 27th day of July, 2018, file or cause to be filed with the Auditor of the County of Santa Barbara a copy of said report, together with the statement endorsed thereon that said written report has been adopted by the Governing Board of Summerland Sanitary District;

4. That pursuant to Section 5473.4 of the Health and Safety Code, the Auditor of the County of Santa Barbara, State of California, shall enter the amounts of the charges against the respective lots or parcels of land as they appear on the current assessment roll;

5. That the amount of the charges shall constitute a lien against the lot or parcel of land against which the charge has been imposed as of noon on the first day of March, 2018;

6. That the hearing is hereby concluded.

PASSED AND ADOPTED by the Governing Board of Summerland Sanitary District on the 12th day of July, 2018 by the following vote, to wit:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Martin Tucker  
PRESIDENT OF THE BOARD

ATTEST:

\_\_\_\_\_  
John Franklin  
SECRETARY OF THE BOARD

(SEAL)

# INDEPENDENT SPECIAL DISTRICTS SELECTION COMMITTEE

Submit No Later than 5:00 pm, July 6, 2018

## OFFICIAL BALLOT

Election of Alternate Special District Member on Santa Barbara LAFCO

Vote for one of the following **Alternate Special District Member** nominees:

<input checked="" type="checkbox"/>	David Seymour (Santa Ynez Community Services District)
<input type="checkbox"/>	Ethan Bertrand (Isla Vista Community Services District)
<input type="checkbox"/>	_____ Write in candidate

Summerland Sanitary District  
Name of Independent Special District

\_\_\_\_\_  
Signature of Voting Delegate

MARTIN TUCKER  
Print Name of Voting Delegate

# LAFCO

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

June 1, 2018

TO: Presiding Officers of Independent Special Districts

Subject: Election of Alternate Special District Member to Santa Barbara LAFCO

## SELECTION OF THE LAFCO ALTERNATE SPECIAL DISTRICT MEMBER

Since the March 26, 2018, meeting of the Independent Special District Selection Committee failed to achieve a quorum of its members, the LAFCO Executive Officer has determined that another meeting of the committee is not feasible and shall conduct the business of the committee by mail. The following matter is to be decided:

- 1) **Selection of the LAFCO Alternate Special District Member.** Since Alternate Special District Member Judith Ishkanian was the only nominee for the vacant Regular Special District seat, she was deemed appointed pursuant to Government Code Section 56332 (f)(2). Therefore, the Alternate Special District Member is now vacant, because of the lack of a quorum at the March 26, 2018 Independent Special District Selection Committee, there were no nominations from the floor. The term ends on March 1, 2020.
- 2) **Nominations by Majority of Independent Special Districts.** Nominations forms for the LAFCO Alternate Special District Member were mailed to all independent special districts in Santa Barbara County on April 19, 2018. The nomination period ended on May 25, 2018. At the close of the nomination period, there were two nominations as follows:

David Seymour, Director, Santa Ynez Community Services District  
Ethan Bertrand, Director, Isla Vista Community Services District

Ballots for the Election LAFCO Alternate Special District Member should be submitted to the LAFCO Executive Officer, at the above address on the letterhead, faxed, or emailed **no later than 5:00 pm, July 6, 2018.** **BALLOTS ARE ATTACHED**

Commissioners: Roger Welt, Chair ♦ Roger Aceves ♦ Craig Geyer ♦ Judith Ishkanian ♦ Steve Lavagnino ♦ Jim Richardson  
♦ Janet Wolf ♦ Joan Hartmann ♦ ♦ Shane Stark ♦ Etta Waterfield ♦ Executive Officer: Paul Hood

Local Agency Formation Commission

June 1, 2018

Page two

**Who Can Vote:** The Presiding Officer of each Independent Special District is authorized to vote for the Alternate Special District members on LAFCO. The legislative body of the district shall authorize the presiding officer to sign the official ballot. There is one vote per district. Members representing a majority of the eligible districts shall constitute a quorum, which is necessary for the selection committee to conduct this business.

Please contact the LAFCO office if you have any questions.

Sincerely,



PAUL HOOD  
Executive Officer



## Bertrand Denies Conflict of Interest in Bid for County Job



The position Bertrand is running for is the "alternate special district member" on the Santa Barbara Local Agency Formation Commission (LAFCO), which oversees special districts in the county. As people move into cities, the LAFCO makes sure spaces remain open and resources are protected.

Shonik Mukherjee  
County News Editor

Ida Vista official Ethan Bertrand voted on Tuesday to nominate himself for a paid position with Santa Barbara County, which might raise concerns over government conflict-of-interest laws.

Conflicts-of-interest rules state that a public official has a "disqualifying conflict of interest" in government decision if it is "inseparable" that the official could be financially impacted by the decision.

If a public official might be financially affected by a decision, they must recuse themselves from the vote in order to avoid bias, according to the rules, which come from the California Fair Political Practices Commission (FPPC).

David Seymour, another nominee for the LAFCO position, did recuse himself when his special district, the Santa Ynez CSD, was involved in a bid to become a 14-year veteran of the Santa Ynez CSD, left the room while the vote took place.

The position Bertrand is running for is the "alternate special district member" on the Santa Barbara Local Agency Formation Commission (LAFCO), which oversees special districts in the county. As people move into cities, the LAFCO makes sure spaces remain open and resources are protected.

At Tuesday's CSD meeting, Bertrand introduced his intent to recuse open and resources are protected. An alternate member takes part in LAFCO affairs when the regular members cannot be present.

ETHAN P.5

## Bike Sharing Program Soon To Reach I.V., UCSB

Luke Dorsey  
Reporter

UC Santa Barbara and the Santa Barbara Public Works department will be implementing a bike sharing program that will allow individuals to borrow one of the 1,200 bicycles that will be available.

Every CSD board member supported the program, but a few members expressed skepticism about the program not having a permanent bike rack for students to park in.

**“We’re looking at a potential launch date of June 25, 2018, for the first allocation of 600 bikes in the area.”**

CSD Director Jay Freeman questioned how students would be able to return from leaving the bikes parked up on the side of the street.

Dobberteen said watching the flow of bikes and where they end up will be an important learning tool.

“If there are heaps of bikes all over, we have failed,” he said.

Dobberteen said potential solutions include giving students incentives to return bikes to a designated location in the evening, or having a company that would park the bikes during the night.

Lovegreen added that UCSB’s Department of Campus Sustainability also has plans to start a new outreach program for the bike sharing service starting next week. The program is directed at incoming freshmen in an attempt to persuade them to not bring their own bikes.

The board of directors said the central problem with the program is finding the space for the bikes and persuading students to use the bikes in a respectful manner.

“This is about us bringing high quality transportation to the community, and if we are respectful, it benefits everyone,” Dobberteen added.



The program is directed at incoming freshmen to persuade them not to bring their own bikes. The board of directors said the problem with the program is finding the space for the bikes and persuading students to use the bikes in a respectful manner.

MATT  
DOBBERTEEN

**A LOOK INSIDE**  
The artist behind your favorite album cover art



Women's water polo begins Big West Tournament

Be honest during

**Weather Report**  
Sunny  
High 75°F | Low 65°F  
Temperatures rising for the weekend  
**Surf Report**  
Poor to fair  
Aride to knee high with an occasional 30'



# Dining Commons Will Offer Take-Out for Ramadan

Tamari Dzotsenidze  
University News Editor

UC Santa Barbara's dining commons will make special accommodations for students celebrating Ramadan, which begins on May 15.

Ramadan takes place during the ninth month of the Muslim year, in which some Muslims fast for 30 days from sunrise to sundown.

The dining commons will give students the option of taking a maximum of two meals out of the dining commons per meal period. They will be given one three-compartment takeout box and one cup with a lid.

Those who choose to take two meals will be given two boxes.

"We wanted flexibility for

people," said Jill Horst, dining director of Housing, Dining, and Auxiliary Enterprises.

Horst said that setting the two-box limit took into consideration that many students may not have the space or resources to store large amounts of food. The program has been ongoing for several years, according to Horst.

Since Ramadan begins at different times each year, the holiday had fallen on summer in some years, so the university did not always need to make any accommodations.

Portola, De La Guerra and Carrillo dining commons will all offer the service.

Horst said her staff chose those three dining commons because they are open seven days a week and span all geographical areas of campus.

Ramadan is one of few holidays for which the university provides special accommodations.

"During Passover we have a Passover table, but other than that I feel that we're able to meet the needs of our student population through our regular service," Horst said.

Those fasting have been asked to provide their names prior to the start of the program. Horst said this is so they can prepare for the amount of students who will need the compartment boxes.

The number of students using this program ranges from 10 to 20, Horst said.

As of Wednesday evening, she has received three requests for the accommodation, and she anticipates more students will contact her.



VERONICA MASON/DAILY NEXUS

Because Ramadan begins at different times in our calendar year each year, the holiday occurred during summer break in some years, so the university dining commons did not always need to make any accommodations.

## UNION

Continued from p.3

The report stated non-white employees, specifically those in African-American and Latinx communities, are "often hired into lower-paying titles," while white people are "hired into higher-paying titles."

Additionally, the report stated male workers were given a higher average hourly starting pay rate than female workers.

The average hourly starting pay rate for a white male patient care worker was \$32.53 while for the same job, an African-American female was given an average starting hourly pay of \$24.97, according to the report.

The report also stated UC's African-American workforce has shrunk by 37 percent since 1996.

"A Black female patient care worker would need to work for 14 years to reach the starting pay of a white man," the report states. "A Latina patient care worker would reach the starting wage of a white man after working for 13 years, and a Latina service worker would catch up to a white man's starting wage after four years."

The report took data from UC employment records, according to de Los Angeles.

"They're all coming in for starting positions, and women of color are just being paid less," he said.

The UC has not yet released a public statement in response to the report, but de Los Angeles said the UC placed conditions in its union contracts "which is why our workers are so upset today."

Those conditions include raising the retirement age, raising healthcare rates and holding wages constant.

The UC labor relations team could not be reached for comment.

## ETHAN

Continued from p.1

motion to place him in the position, Bertrand faced hesitation from fellow director Jay Freeman.

Freeman told the board it should throw its support behind Seymour, citing Seymour's experience in and around LAFCO through the years.

To that end, Freeman noted LAFCO's emphasis on nitty gritty aspects of the larger county and said it would look bad if the L.V. CSD nominated someone who hadn't attended enough LAFCO meetings. Going for this position would spread Bertrand two thin, Freeman said.

"I like that you're excited to do this, but it seems like a stretch given all you're doing here," Freeman said.

Bertrand defended his qualifications, saying the LAFCO needs more younger folks and

people of color in the way of diversity. He later told the *Nexus* that he attends LAFCO meetings quite often.

Thurlow stepped in, telling Bertrand to step down from facilitating the discussion since he had a direct interest in the outcome. Particularly, Thurlow said Bertrand should recuse himself from running the meeting, but "not necessarily from voting."

On Wednesday, Bertrand stood by his decision to vote on the matter.

"I still believe that what I did was within my rights and responsibilities," he told the *Nexus*. "I'm still comfortable with it." He directed the *Nexus* to the CSD's legal counsel for further questions.

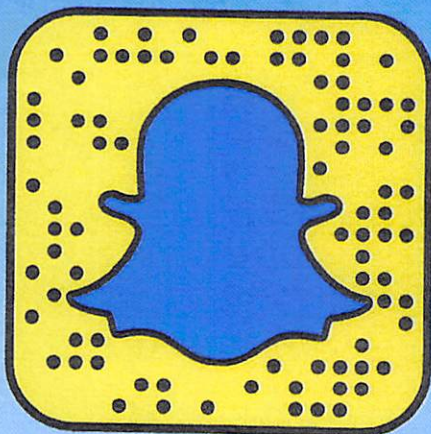
G. Ross Trindle, who

serves as the CSD's legal counsel and sits in on most meetings, was not present Tuesday night for the board's discussion.

In the actual election between Seymour, Bertrand and any others nominated by their special districts, it would be the districts themselves that decide who gets the position. There are 37 special districts in the county and each of them will have a vote.

In a similar situation in January, recently-elected Santa Barbara Mayor Cathy Murillo voted to replace a fellow city councilmember on a countywide transportation board, Noozhawk reported. The council's final vote was 3-2 and Murillo voted for herself. Members on the board in question make between \$2-3,000 per year, according to data provided by Transparent California.

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## MTD

Continued from p.3

time line 21x, Carpinteria Express, until the Highway 101 HOV lanes are opened.

Every April, the MTD informs the communities they serve of the upcoming changes to the bus services, which are then officially put into effect in August of that same year.

A year ago, the MTD proposed new fareboxes that would allow UCSB students to tap their ID cards on the farebox instead of showing a sticker that is given out every quarter. This new technology has been implemented in a few buses and, according to Blackery, the

MTD is "getting close" to fully integrating the new fareboxes.

IVCSD Board Secretary Spencer Brandt brought up the possibility of creating or modifying a bus line that would allow students to access Calle Real/Fairview marketplaces, which includes stores like Trader Joe's.

According to Google Maps, students can take either the 11 or 24x bus lines toward Goleta and walk 20 to 30 minutes to get to the Calle Real Shopping Center, or take either of those buses and transfer to the number 7, Goleta Old Town, line

and walk a few minutes.

Since its start in August 2016, Line 28 has been a "rousing success" to the point where the MTD will eventually require more support from UCSB, according to Blackery.

Blackery said that both of these issues are being discussed at MTD.

Blackery also said that because line 28 buses often get filled to capacity at the El Colegio and Camino Corto stop across Santa Catalina, people looking to get on at different stops along El Colegio are sometimes "out of luck."

## SECOND SPRING

Six-week classes start May 21. Just \$31 per unit!

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**SUMMERLAND SANITARY DISTRICT****Regular Board of Directors Meeting  
June 14th 2018 Manager's Report****OPERATIONS AND FACILITY MAINTENANCE**

- Daily water meter readings being performed by staff. Staying within allocations for FY 17/18
- Monthly reports for April 2018 were sent in via CIWQS automated online program in a timely basis with no violations to report.
- Staff removed and replaced faulty pump float in sump return basin that was not operating properly.
- Staff removed approximately two tons' grit from Digester #2. The grit settles out in the digesters over a period of time and has to be removed by hand with rope and buckets.
- Staff continued painting all District buildings.
- Staff fabricated a new cradle for the Jetter nozzle. This will prevent the nozzle from falling off of trailer when in transit.
- Staff operated belt press 4hrs.
- Staff trimmed trees in and around District property.
- Staff completed weekly grounds maintenance and landscape work which consists of mowing, weed whacking, blowing, edging and raking.
- Staff replaced sprinkler heads where necessary.
- Staff reseeded grass areas where needed.
- Staff installed new shelving in breakroom for bottled water.
- Staff replaced battery in District camera truck
- Staff installed eyewash station drainage pipe at chemical storage area.

**COLLECTION SYSTEM / LIFT STATION**

- Staff made periodic rounds of collection system to check for any problems. Conducted daily rounds at lift stations to check for proper operation. Checked, and filled with fuel if necessary all diesel tanks on generators.
- Check all manholes and continued cleaning where necessary. Staff jetted 1,464 ft. of District mainline.
- Continue FOG (Fats, Oils and Grease) inspections at restaurants in town.
- Check all hot spots in town for grease blockages.
- Staff replaced rubber end cap with 8" PVC screw cap @ cleanout #R8013. Rubber caps eventually rot and fall into collection system which can cause a blockage.
- Staff cleaned 8,996 'of mainline.
- Staff videoed 290' of mainline.
- Staff expects to finished with the entire District annual line cleaning by end of June.