



Regular Board of Directors Meeting

Thursday, December 14, 2023, at 3:00 p.m.
2435 Wallace Avenue, Summerland CA 93067

NOTES

This meeting will be held at the District's office at 2435 Wallace Avenue in Summerland. The public may listen to the meeting telephonically by calling +1 669 900 6833 (San Jose) Meeting Code ID: 983 226 8568 or through the internet at <https://us02web.zoom.us/j/9832268568>. The public may also attend the meeting. Should you wish to participate by offering comments on either non-agenda or agenda-related items, please follow the instructions set forth in Item IV of the agenda.

Materials related to an item on this agenda, which are part of the agenda packet, are available for public inspection on the District's website at www.summerlandsd.org, or during normal business hours (8:00 a.m. - 4:00 p.m. weekdays) in the District's office.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (805) 969-4344. Notification 24 hours prior to the meeting will help the Clerk make reasonable arrangements to ensure accessibility to this meeting.

AGENDA

- I. **CALL TO ORDER/ROLL CALL**
- II. **PLEDGE OF ALLEGIANCE**
- III. **APPROVAL OF THE AGENDA** [Action Item]
The Board President will ask the Board, public, and staff if there are any additions or modifications to the Agenda.
- IV. **PUBLIC COMMENT** [Non-Agenda Items]
The public may address the Governing Board on items of interest to the public that are not already on the agenda and are within the subject matter jurisdiction of the Board.
The three-minute time limit is pursuant to District regulation.
- V. **ANNUAL ORGANIZATIONAL MEETING**
The Board of Directors will hold its annual organizational meeting.
- VI. **APPROVAL OF THE MINUTES FOR THE REGULAR BOARD MEETING OF NOVEMBER 16, 2023**
[Action Item]
- VII. **APPROVAL OF THE MONTHLY EXPENSES FOR NOVEMBER 2023, INCLUDING PAYROLL AND PETTY CASH** [Action Item]
- VIII. **COMMITTEE REPORTS**
 - A. Finance Committee Report
 - B. Administrative, Operations & Personnel Committee Report
 - C. Ad-Hoc Strategic Committee Report

SUMMERLAND SANITARY DISTRICT
Regular Board of Directors Meeting
AGENDA

IX. NEW BUSINESS ITEMS

A. Discussion and Consideration of Approval of the Following Agreement [Action Item]
Employment Agreement- Operations Manager

B. Consideration to Approve a Proposal for a Summerland Sanitary District (SSD) Collection System and Flow Equalization Analysis to the Montecito Sanitary District (MSD) with funding up to \$30,000 [Action Item]

Description: The Board received a Cost Study Proposal from Carollo Engineering for the SSD Collection System and Flow Equalization Analysis to MSD with a total of \$131,875. This proposal will provide an expansion of the current feasibility study of the SSD wastewater system connection toward the Carpinteria Sanitary District and will mirror the study toward the Montecito Sanitary District. The SSD Board is requested to approve funding of this cost proposal up to \$30,000.

X. FINANCIAL STATUS REPORT NOVEMBER 2023 [Action Item]

The Board will receive Financial Status and Cash Balance Reports for Funds 5215, 5216, and 5217 and may ask staff for explanations. The Board will be asked to accept the reports as presented.

XI. OPERATIONS MANAGER REPORT

The Operations Manager will provide a written report on operations, facility, and collection system maintenance and affairs and will provide explanations as requested.

XII. ADMINISTRATIVE MANAGER REPORT

The Administrative Manager will provide a written report on the District's administrative affairs and will provide explanations as requested.

XIII. BOARD COMMUNICATIONS

- A. Board Communications
- B. Items for future Board meetings
- C. Next Board meeting date

XIV. ADJOURNMENT



BOARD OF DIRECTORS REGULAR BOARD MEETING
December 14, 2023

V. ANNUAL ORGANIZATIONAL MEETING

1. Annual Organization and Nominations

Board Officers shall be elected by the Board for one-year terms in December of each year.

2. Board President will ask the Clerk of the Board to verify the following:

- a. That the Oath(s) of Office have been taken pursuant to the requirements of the California Constitution, Elections Code §10554, and Government Code §1360, and;
- b. Compliance with the Political Reform Act (Statement of Economic Interest Report, Form 700) for all newly elected or appointed officials, and those leaving office (Government Code § 87202 and §87203).

(Clerk of the Board responds to the verification questions)

4. Board President Announces that:

"Pursuant to law, this is the time and place for the meeting to organize the members as a Governing Board."

5. Election of Board President

(Current Appointment: Jolene Colomy)

Nominee:

Motion to Approve:

Seconded By:

Roll Call Vote:

Newly Elected President Presides

6. Election of the Following Officers

a) Vice President

(Current Appointment: Jim Witmer)

Appointee(s):

Motion to Approve:

Seconded By:

b) Secretary

(Current Appointment: Gary Robinson)

Appointee(s):

Motion to Approve:

Seconded By:

Organizational Agenda December 14, 2023

- c) Secretary Pro Tempore (Current Appointment: Martin Tucker)
Appointee(s): _____
Motion to Approve: _____
Seconded By: _____

Clerk of the Board will hold a Roll Call Vote for approval of the newly proposed officers.

Appointment of Committee members by the Newly Elected President:

- Finance Committee** (Current App.: John Franklin and Jolene Colomy)
Appointee(s): _____

- Administration & Operations & Personnel Committee**
(Current App.: Gary Robinson and Jim Witmer)
Appointee(s): _____

7. Other Organizational Decisions to be made by the Board
- a. Designate the dates, times, and place for holding regular meetings, pursuant to the requirements of Government Code section 54954(a) and Health and Safety Code section 6488
- Dates: _____
- Time: _____
- Place: _____

8. **President Announces:**
"The organizational procedures are complete. The Statement of Facts shall be filed with the Secretary of State and the Santa Barbara County Clerk, pursuant to Government Code §53051. "The Board will now proceed with the regular meeting for District business as set forth in the agenda."



VI

Minutes of the Regular Board of Directors Meeting

Thursday, November 16, 2023, at 3:00 p.m.

These are the minutes of the Summerland Sanitary District Governing Board meeting held at the District's office at 2435 Wallace Avenue, Summerland, California.

The public was able to listen to the meeting telephonically by calling +1 669 900 6833 (San Jose), code 983 226 8568, or through the internet at <https://us02web.zoom.us/j/9832268568>. The public was also invited to attend the meeting in person.

The agenda notice for this meeting, including instructions for the public to provide comments and/or participate in the electronic meeting, was posted on the district's website and bulletin board and at the Post Office at least 72 hours in advance of the meeting.

PRESIDENT J. COLOMY CALLED THE REGULAR BOARD MEETING TO ORDER AT 3:00 P.M.

I. CALL TO ORDER/ROLL CALL

DIRECTORS PRESENT

JOLENE COLOMY
JOHN FRANKLIN
GARY ROBINSON
JAMES WITMER
MARTIN TUCKER

ABSENT

-

OTHERS PRESENT

DAVID LEWIS	Operations Manager
MARJON (MAR) SOUZA	Administrative Manager
JANET MCGINNIS	Legal Counsel

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF THE AGENDA

President J. Colomy asked if there were any other modifications and/or changes. Hearing no objections, the agenda was approved.

IV. PUBLIC COMMENT [Non-Agenda Items]

No public comments were submitted in advance. No members of the public were present at the meeting location or via Zoom.

V. CLOSED SESSION ITEMS

- A. Conference with Legal Counsel – Anticipated Litigation, Gov. Code, § 54956.9(d)(2)
(Radis Family Trust vs Summerland Sanitary District)

President J. Colomy announced that the Board went into closed session at 3:05 p.m. for item A.

The Board reconvened into open session at 3:39 p.m.

President J. Colomy announced that information was exchanged, and the Board authorized and gave legal counsel direction.

Summerland Sanitary District
Minutes Regular Board Meeting 11/16/2023

- B. Public Employee Performance Evaluation
Government Code, § 54957(b)(1)
Title: Operations Manager

President J. Colomy announced that the Board went into closed session at 3:41 p.m. for item B and requested staff to excuse themselves for this item.

The Board reconvened into open session at 3:54 p.m.

President J. Colomy announced the following action was taken; the performance review form was signed by the Board and the Board gave direction to staff to present a contract renewal for Mr. D. Lewis at the next regular board meeting.

The performance review form was signed for acceptance by Mr. D. Lewis.

President J. Colomy expressed that the Board was pleased with the outstanding performance of Mr. Lewis.

VI. APPROVAL OF THE MINUTES FOR THE REGULAR BOARD MEETING OF OCTOBER 12, 2023 [Action Item]

Director J. Franklin made a motion to approve the minutes of the Regular Board Meeting of October 12, 2023. The motion was seconded by Director M. Tucker and was carried by the following roll call vote:

AYES:	5	J. Colomy, J. Franklin, G. Robinson, M. Tucker, J. Witmer
NOES:	0	None
ABSENT:	0	None
ABSTAIN:	0	None

VII. APPROVAL OF THE MONTHLY EXPENSES FOR OCTOBER 2023, INCLUDING PAYROLL AND PETTY CASH [Action Item]

District Management answered the Board's questions and clarified information about the payout of bills. Director J. Franklin made a motion to approve the monthly expenses, including payroll and petty cash totaling \$77,369 for Fund 5215 and \$4,472 for Fund 5217. The motion was seconded by Director J. Witmer, and was carried by the following roll call vote:

AYES:	5	J. Colomy, J. Franklin, G. Robinson, M. Tucker, J. Witmer
NOES:	0	None
ABSENT:	0	None
ABSTAIN:	0	None

VIII. COMMITTEE REPORTS

- A. Finance Committee Report
Did not meet.

- B. Administration, Operations & Personnel (AOP) Committee
The AOP-Committee met on October 24, 2023, with Operations Manager Mr. D. Lewis for the Performance Evaluation, and reported under Closed Session item B.

- C. Ad-Hoc Strategic Committee
The Ad-Hoc Strategic Committee met twice this week. On Tuesday, November 14th the Committee and Management met with the Carpinteria Sanitary District's Strategic

Committee and General Manager (GM). The outcome of the County Potable Feasibility Study towards CSD was discussed and a possible further exploration. CSD Committee and GM's response was as long as it doesn't cost the Carpinteria Sanitary District's ratepayers anything, they would be open to further exploration. Both parties found the connection cost estimates from the Study extremely high. The recommendation made by the Ad Hoc Committee is to place further exploration on hold for now.

The Ad Hoc Committee also met on Wednesday, November 15th with the Ad-Hoc Strategic Committees from Montecito Sanitary District (MSD) and Montecito Water District (MWD) and their GMs. The meeting was experienced as positive, and it seems that all parties want to explore what's best for the Montecito and Summerland communities overall. The GM from MWD said that the water reuse water project from MWD has received a substantial grant.

A foreseen benefit of the exploration to connect to MSD facilities is that the flow equalization basin will be built on the MSD site, unlike at the SSD site, which was suggested with the Study for CSD, which is a huge expenditure saver and will free up the SSD property for possible resale/reuse. The facility connection distance to MSD might be a lot shorter since nearby CSD collection pipelines and lift stations are not designed to take on the extra SSD sewer flow. Therefore, the SSD facility connection has to be extended about 4 miles, which was a huge expenditure item in the study.

The SSD Strategic Committee recommended including the agenda item "Consideration of Approval of the Expansion of the County Potable Reuse Study towards MSD with \$30,000" at the next board meeting.

Once both studies are completed, with cost estimates, plus a rough estimate cost to replace the District's ocean outfall is already known, then the board can make an informed decision to choose what direction could be best for the Summerland Rate Payers and the facility in the future.

VIII. NEW BUSINESS ITEMS

A. Countywide Potable Reuse Study – Summerland Sanitary District Potable Reuse Evaluation Study- Final Study Report October 2023. [Action Item]

The Board received a copy of the Countywide Potable Reuse Study Report of the sections that pertain to the Summerland Sanitary District facilities connecting to the Carpinteria Sanitary District's facilities and reviewed the Operations Manager's staff report.

A motion was made by Director G. Robinsons to accept and file the Countywide Potable Reuse Study. The motion was seconded by Director J. Franklin, and was carried by the following roll call vote:

AYES:	5	J. Colomy, J. Franklin, G. Robinson, M. Tucker, J. Witmer
NOES:	0	None
ABSENT:	0	None
ABSTAIN:	0	None

Summerland Sanitary District
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- B. Call for Nominations for and Notice of Election for LAFCO Regular and Alternate Special District Members. [Action Item]

LAFCO sent out a call for nominations for one Regular and one Alternate Special District Member to serve as the special district members on LAFCO with a term of office from March 2024 until March 2028.

The Board discussed the topic and nomination request; no nominations were made.

IX. FINANCIAL STATUS REPORT – OCTOBER 2023 [Action Item]

The Board received Financial Status and Cash balance reports for Funds 5215, 5216, and 5217, and staff provided explanations as requested.

A motion was made by Director J. Colomy to accept the financial status report for October 2023. The motion was seconded by Director J. Franklin, and was carried by the following roll call vote:

AYES:	5	J. Colomy, J. Franklin, G. Robinson, J. Witmer, M. Tucker
NOES:	0	None
ABSENT:	0	None
ABSTAIN:	0	None

X. OPERATIONS MANAGER REPORT

Operations Manager D. Lewis provided a written and oral report and answered Board questions.

XI. ADMINISTRATIVE MANAGER REPORT

Administrative Manager M. Souza provided a written and oral report and answered Board questions.

IX. BOARD COMMUNICATIONS

A. None.

B. Items for future Board meetings: Expansion of the County Potable Reuse Study towards MSD with \$30,000.

C. The next regular board meeting is Thursday, December 14, 2023.

X. ADJOURNMENT

President J. Colomy adjourned the meeting at 4:40 p.m.

Respectfully submitted:

Gary Robinson
Secretary

Date: December 14, 2023

Minutes prepared by M. Souza

From November 1 through November 30, 2023

Expenditure Transactions (Real-Time)

From 11/1/2023 to 11/30/2023

Selection Criteria: Fund = 5215, 5216, 5217

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

Fund 5215 -- SummerInd San Dist Running Exp

Document	Post On	Dept	LIAcct	Description	Amount	Vendor	Vendor Name
CLM - 0758449	11/1/2023		7363	Flomotion-Disinfection pump parts.	716.00	080736	FLOMOTION SYSTEMS INC
CLM - 0758458	11/1/2023		7362	ULINE-Safty non-slip Tape 11-1-2023	100.22	004980	ULINE INC
CLM - 0758467	11/1/2023		7430	CASA Annual Membership 2024	1,860.00	124540	CA ASSOC OF SANITATION AGENCIES
CLM - 0758584	11/1/2023		7516	Dig alert ticket cost October 2023	19.25	828128	UNDERGROUND SERVICE ALERT
CLM - 0758620	11/1/2023		7110	Comp. AOP Meeting 10/24/2023	175.00	091927	JAMES WITMER
CLM - 0758623	11/1/2023		7110	Comp. Ad Hoc Committee Meeting 11/1/2023	175.00	765907	John Franklin
CLM - 0758640	11/1/2023		7110	Comp. AOP Meeting 10-24-2023	175.00	167410	GARY W ROBINSON
CLM - 0758646	11/1/2023		7110	Comp. Ad Hoc Committee Meeting 11/1/2023	175.00	167410	GARY W ROBINSON
JE - 0257366	11/2/2023		6475	HRA Administrative Fee - OCT 2023	13.50		
CLM - 0760152	11/7/2023		7763	Drinking water 10/9/2023-2023	23.81	067307	CULLIGAN OF VENTURA COUNTY
CLM - 0760153	11/7/2023		7763	Drinking Water Delivery 10/23/2023	39.50	067307	CULLIGAN OF VENTURA COUNTY
CLM - 0760154	11/7/2023		7053	Internet Oct. 27 -Nov. 26, 2023	84.38	776537	COX COMMUNICATIONS - BUSINESS
CLM - 0760159	11/7/2023		7324	B, P & Wolf Accountants Audit FY 23-24 1st invoice	8,905.00	067460	BARTLETT PRINGLE & WOLF
CLM - 0760162	11/7/2023		7030	SSD Logo Caps for Staff	135.94	790180	Summerland Sanitary District
CLM - 0760162	11/7/2023		7510	Monthly Subscription Payroll Program Sep & Oct 23	150.00	790180	Summerland Sanitary District
CLM - 0760162	11/7/2023		7516	Annual Hazardous Permit County of SB Public H.	499.00	790180	Summerland Sanitary District
CLM - 0760162	11/7/2023		7653	Application Exam Fee Grade III Chris Bennett	295.00	790180	Summerland Sanitary District
CLM - 0760162	11/7/2023		7730	Reimburse mileage driven D.L & M.S.	101.55	790180	Summerland Sanitary District
CLM - 0760162	11/7/2023		7763	Water usage lines cleaning MWD	155.05	790180	Summerland Sanitary District
CLM - 0760192	11/8/2023		7110	Comp. Regular Board Meeting 10/12/2023	175.00	009934	JOLENE M COLOMY
CLM - 0760193	11/8/2023		7110	Comp. Regular Board Meeting 10/12/2023	175.00	765907	John Franklin
CLM - 0760194	11/8/2023		7110	Comp. Regular Board Meeting 10/12/2023	175.00	167410	GARY W ROBINSON
CLM - 0760195	11/8/2023		7110	Comp. Regular Board Meeting 10/12/2023	175.00	009758	MARTIN TUCKER
CLM - 0760196	11/8/2023		7110	Comp. Regular Board Meeting 10/12/2023	175.00	091927	JAMES WITMER
CLM - 0760197	11/8/2023		6600	Medical Benefits December 2023	5,240.54	002073	SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY
CLM - 0760373	11/14/2023		7404	FGL Lab testing 7-10 to 8-11-2023	2,423.00	270150	FGL ENVIRONMENTAL INC
CLM - 0760375	11/14/2023		7763	Water October 2023	131.49	556712	MONTECITO WATER DISTRICT
CLM - 0760376	11/14/2023		7764	Trash Service October 2023	362.61	509950	MARBORG INDUSTRIES
CLM - 0760377	11/14/2023		7053	Phone Wireless October 2023	190.23	297454	VERIZON WIRELESS

Petty
Cash
Exp.

Expenditure Transactions (Real-Time)

From 11/1/2023 to 11/30/2023

Selection Criteria: Fund = 5215, 5216, 5217

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

Fund 5215 -- SummerInd San Dist Running Exp

Document	Post On	Dept	LIAcct	Description	Amount	Vendor	Vendor Name	
CLM - 0760400	11/15/2023		6100	Regular Salaries Nov 1-15, 2023	17,381.29	790178	Summerland Sanitary District	
CLM - 0760400	11/15/2023		6270	Standby Nov 1-15, 2023	886.37	790178	Summerland Sanitary District	
CLM - 0760400	11/15/2023		6300	Overtime Nov 1-15, 2023	271.12	790178	Summerland Sanitary District	
CLM - 0760400	11/15/2023		6500	Medicare and Fica Nov 1-15, 2023	1,480.13	790178	Summerland Sanitary District	
JE - 0257823	11/15/2023		6400	Retirement Contr. Employer & EE Payroll 11-15-2023	5,941.93			
JE - 0257823	11/15/2023		6475	Healthcare Contr. 401(h) Retirees 11-15-2023	300.19			
CLM - 0760431	11/16/2023		7459	Installed and configured new Computer DL	190.00	790180	Summerland Sanitary District	credit card expenses
CLM - 0760431	11/16/2023		7459	Power Strips Surge Protector (2)	46.64	790180	Summerland Sanitary District	
CLM - 0760431	11/16/2023		7450	Household Supplies, mailing	82.18	790180	Summerland Sanitary District	
CLM - 0760431	11/16/2023		7454	Office 365 & Zoom videoconference monthly subscr.	24.24	790180	Summerland Sanitary District	
CLM - 0760431	11/16/2023		7362	Masterlock and Keys for gates	75.47	790180	Summerland Sanitary District	
CLM - 0760432	11/16/2023		7404	FGL Lab testing 8/14 to 9/15/2023	2,082.00	270150	FGL ENVIRONMENTAL INC	
CLM - 0760578	11/21/2023		7430	CSDA Membership Renewal 2024	4,095.00	004908	CALIFORNIA SPECIAL DISTRICTS ASSOC CSDA	
CLM - 0760580	11/21/2023		7761	Electric Bill October 1 through November 7, 2023	4,788.77	767200	SOUTHERN CALIFORNIA EDISON	
CLM - 0760586	11/21/2023		7110	Comp. Regular Board Meeting 11/16/2023	175.00	009758	MARTIN TUCKER	
CLM - 0760587	11/21/2023		7110	Comp. Regular Board Meeting 11/16/2023	175.00	765907	John Franklin	
CLM - 0760590	11/21/2023		7110	Comp. Ad Hoc Committee Meetings 11-14 & 11/15/2023	350.00	765907	John Franklin	
CLM - 0760592	11/21/2023		7110	Comp. Ad-Hoc A&D Meetings 11-14 & 11-15-2023	350.00	167410	GARY W ROBINSON	
CLM - 0760594	11/21/2023		7110	Comp. Regular Board Meeting 11/16/2023	175.00	167410	GARY W ROBINSON	
CLM - 0760596	11/21/2023		7110	Comp. Agenda Setting 11-9-2023 & RBM 11-16-2023	350.00	009934	JOLENE M COLOMY	
CLM - 0760598	11/21/2023		7110	Comp. Regular Board Meeting 11/16/2023	175.00	091927	JAMES WITMER	
CLM - 0760634	11/21/2023		7363	Flomotion-Chlorine Pump Parts and Tubing	228.00	080736	FLOMOTION SYSTEMS INC	
CLM - 0761272	11/28/2023		7324	B, P & Wolf Accountants Audit FY 23-24 2nd invoice	1,735.00	067460	BARTLETT PRINGLE & WOLF	
CLM - 0761275	11/28/2023		7508	Legal Serv. 10/2 to 11/17/2023	1,874.40	146937	LAW OFFICE OF JANET K MCGINNIS	
CLM - 0761593	11/29/2023		7363	20A 600V Fus (2)	50.26	130600	CALIFORNIA ELECTRIC SUPPLY	
CLM - 0761598	11/29/2023		7053	Monthly Charge Plant/Office Phone 11-13 to 12-12-2	263.68	075391	FRONTIER	
CLM - 0761599	11/29/2023		7053	Monthly Charge LS Alarm Phones 11-13-2023	264.19	075391	FRONTIER	
AUT - SUTAXJE	11/30/2023		7363	SUTAX JE - November 2023	53.01			
CLM - 0761668	11/30/2023		6100	Regular Salaries Nov 16-30, 2023	17,121.29	790178	Summerland Sanitary District	

Expenditure Transactions (Real-Time)

From 11/1/2023 to 11/30/2023

Selection Criteria: Fund = 5215, 5216, 5217

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

Fund 5215 -- SummerInd San Dist Running Exp

Document	Post On	Dept	LIAcct	Description	Amount	Vendor	Vendor Name
CLM - 0761668	11/30/2023		6270	Standby Nov 16-30, 2023	883.21	790178	Summerland Sanitary District
CLM - 0761668	11/30/2023		6300	Overtime Nov 16-30, 2023	615.84	790178	Summerland Sanitary District
CLM - 0761668	11/30/2023		6500	Medicare and Fica Nov 16-30, 2023	1,486.38	790178	Summerland Sanitary District
JE - 0258213	11/30/2023		6400	Retirement Contr. Employer & EE Payroll 11-30-2023	5,941.93		
JE - 0258213	11/30/2023		6475	Healthcare Contr. 401(h) Retirees 11-30-2023	300.19		
Total SummerInd San Dist Running Exp					93,233.78		

IX
A.

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into on December 14, 2023, with an effective date of December 12, 2023, between SUMMERLAND SANITARY DISTRICT ("District"), and DAVID W. LEWIS ("Employee").

RECITALS

- A. District is authorized to employ Employee as its Operations Manager ("Operations Manager" or "Employee") pursuant to Section 6517 of the California Health and Safety Code.
- B. Employee possesses a Grade 3 Wastewater Treatment Plant certification, or higher, from the State of California and is qualified to operate the District's wastewater treatment plant and collection system.
- C. District desires to employ Employee as its Operations Manager, a non-exempt position, in accordance with the job description attached as Exhibit "A".
- D. Employee desires to be the District's Operations Manager.
- E. The parties wish to enter into the Agreement setting forth the terms and conditions governing the Employee's employment with the District.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the parties agree as follows:

SECTION 1. EMPLOYMENT TERM.

As of December 12, 2023, Employee shall be the Operations Manager for the District and Employee accepts such employment from the District. The term of this Agreement commences on December 12, 2023, and expires at midnight on June 30, 2025, unless earlier terminated with or without cause in accordance with Section 7 herein.

Unless otherwise earlier terminated, the parties will begin negotiations on a renewal of this Agreement or new employment agreement three (3) months prior to the expiration of its term. Should negotiations not be concluded by June 30, 2025, the term of this Agreement shall be extended by three (3)

months and shall terminate on September 30, 2025. Nothing herein, however, shall be construed as requiring either party to ultimately agree to such renewal of this Agreement or a new agreement.

SECTION 2. DUTIES.

Employee shall function as the District's Operations Manager. Employee's duties shall include all items set forth in the Operations Manager's job description attached as Exhibit "A" and incorporated by reference herein, and any other duties assigned by the District Board of Directors ("Board") from time to time. Employee expressly acknowledges and agrees that he is a management employee and serves at the will and pleasure of the Board and subject only to the terms and conditions of this Agreement, his employment may be terminated with or without cause at any time.

SECTION 3. COMPENSATION.

(a) Hourly Wage. Commencing on December 12, 2023, the District shall pay Employee an hourly wage of Sixty-Five dollars (\$65.00), hourly wage shall be increased by the cost-of-living adjustments to which other District employees may become entitled during the term of this Agreement.

(b) Payment of Hourly Wage. Hourly wages shall be paid to the Employee according to the same pay periods used for other District employees.

(d) Expenses. District shall reimburse Employee for ordinary and necessary expenses incurred on behalf of the District. Employee shall provide appropriate receipts to District for his expense reimbursements.

SECTION 4. HOURS OF WORK; CONFLICTS OF INTEREST.

During the term of this Agreement, Employee shall devote appropriate and sufficient time, ability, and attention to the services he is to perform for District. It is generally intended that Employee shall perform services on behalf of the District at the agreed hourly wage rate for twenty-four (24) hours a week (Tuesday through Thursday, 7:30 a.m. to 4:00 p.m.), and at other times as necessary in the performance of his duties. Before the start of each calendar month, the Employee shall inform the Board in advance of the days off (*i.e.*, the time away from the District) that he is scheduled to take in that calendar month.

To avoid any actual or potential conflicts of interest, Employee shall not directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that competes with the business of the District or interferes with the performance of his duties hereunder.

SECTION 5. EMPLOYEE BENEFITS.

All provisions of the District's personnel policies, employee handbook, and other ordinances, rules, and regulations (collectively "District rules") relating to vacation, sick leave, retirement, pension system contributions, holidays, and other benefits, and working conditions as they now exist or may hereafter be amended, shall also apply to Employee. In the event of a conflict between the terms of this Agreement and District rules, the terms of this Agreement shall control. Given the fact that Employee is employed less than 30-hours a week, Employee is not eligible to receive paid District health insurance as other full-time employees under district policies. In consideration of this, Employee shall be entitled to receive a supplemental payment of \$600 gross a month, to be paid bi-monthly, to help defer the cost of health insurance."

SECTION 6. PERFORMANCE EVALUATION.

The Board of Directors shall evaluate and review Employee's job performance on an annual basis. Evaluations of the Employee's performance may be conducted, however, at any time and more often than on an annual basis, at the discretion of the Board.

The evaluations shall be based on Employee's job description and any mutually agreed performance goals, objectives, and standards set by the Board and Employee. Unless otherwise directed by the Board, performance evaluations shall be separate from compensation reviews. At evaluation sessions, the Board may discuss any performance goals, objectives, and standards that Employee is not meeting, and the Board may establish new and other reasonable performance goals, objectives, and standards that Employee may be required to meet by Employee's next evaluation date. Failure to meet such performance goals, objectives, or standards shall be a basis for the Board to consider termination for cause. The judgment of

Employee's job performance shall be at the sole discretion of the Board and shall be final. It shall be Employee's responsibility to place performance evaluation sessions as specified herein on the Board's agenda.

SECTION 7. TERMINATION OF EMPLOYMENT.

(a) This Agreement shall terminate automatically on Employee's death. The District may in its discretion, and if authorized by law, terminate this Agreement if Employee is permanently disabled. Employee shall be deemed permanently disabled under this paragraph if he is unable to perform his duties as set forth in this Agreement or as established by District from time to time by reason of illness or disability for a continuous period of ninety (90) days.

(b) This Agreement may be terminated at any time by District in its sole discretion for cause by giving written notice of termination to Employee. The phrase "for cause" shall include, but not be limited to, conduct whereby Employee: (1) willfully breaches or habitually neglects his duties that he is required to perform under the terms of this Agreement; (2) inadequately performs his assigned duties, *i.e.*, fails to meet performance goals, objectives, or standards, or otherwise is evaluated as unsatisfactory pursuant to Section 6; or (3) commits a criminal offense (other than minor traffic infractions), or commits acts of dishonesty, fraud, misrepresentation, or other acts of moral turpitude.

(c) This Agreement may be terminated at any time by the Board in its sole discretion without cause, upon written notice thereof communicated to Employee. Employee agrees that, in such event, he shall be entitled only to the compensation set forth in Section 8(b).

(d) Employee may terminate this Agreement at any time upon sixty (60) days prior written notice to District. If Employee terminates this Agreement, he shall not be entitled to receive any compensation for services to District after the sixty (60) day notice period, or upon his cessation of work for District, whichever is sooner.

SECTION 8. PAYMENT UPON TERMINATION.

(a) If District terminates Employee's employment for cause, Employee shall receive no further

compensation or benefits after the date of termination, other than such compensation as may be accrued but unpaid as of such date, or as otherwise required by law.

(b) If District terminates Employee's employment without cause, Employee shall be entitled only to the following:

(1) Upon Employee's execution of the settlement and mutual release agreement offered by District in accordance with applicable law and applicable District rules, Employee shall be entitled to receive a severance amount equal to his monthly salary, less any deductions required by law, multiplied by the number of months left on the unexpired term; except that in no event shall such amount exceed three (3) months' salary. The amount shall be payable in one lump sum on the next date after the date of termination, which is regularly scheduled for the payment of a salary installment.

(2) This Section 8(b) shall be construed and interpreted in accordance with Article 3.5 (commencing with Section 53260) of Chapter 2 of Part 1 of Division 2 of Title 5 of the California Government Code.

(c) For purposes of this Section 8, the "date of termination" shall mean the date District communicates notice of employment termination to Employee.

(d) In accordance with Government Code Section 53243.2, if this Agreement is terminated, any cash settlement (related to the termination) which is received by Employee shall be fully reimbursed to District if Employee is convicted of a crime involving an abuse of his District office or position, as defined in Government Code Section 53243.4.

SECTION 9. OWNERSHIP OF MATERIALS; CONFIDENTIALITY.

Upon termination of this Agreement, Employee agrees to deliver to District all equipment, materials, documents, and other property belonging to District. Employee also agrees to maintain the confidentiality of information related to the District obtained during the term of his employment and thereafter, to the extent permitted by law.

SECTION 10. NON-ASSIGNMENT.

This is an agreement for personal services and may not be assigned by Employee to any third party.

SECTION 11. NOTICES.

(a) Any notices to be given under this Agreement by either party to the other shall be in writing and may be transmitted by personal delivery or by mail, registered or certified, postage paid, with return receipt requested. Mailed notices shall be addressed as follows:

If to District: SUMMERLAND SANITARY DISTRICT
Attention: President, Board of Directors
P.O. Box 417
Summerland, California 93067

If to Employee: DAVID W. LEWIS
243 Old Ranch Drive
Goleta, CA 93117

(b) Each party may change that party's address by written notice in accordance with this paragraph.

(c) Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of mailing.

SECTION 12. MODIFICATION.

This Agreement may not be modified or amended in any way unless such modification or amendment is in writing and signed by Employee and District.

SECTION 13. ENTIRE AGREEMENT.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Employee by District, and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

SECTION 14. PARTIAL INVALIDITY.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

SECTION 15. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

SECTION 16. DEATH.

If Employee dies prior to the expiration of the term of his employment, any sums that may be due him by District under this Agreement as of the date of death shall be paid to Employee's executors, administrators, heirs, personal representatives, successors, and assigns.

SECTION 17. BINDING EFFECT.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, legatees, representatives, and successors.

SECTION 18. RECITALS.

The foregoing recitals are incorporated herein as if set forth in full.

SECTION 19. ACKNOWLEDGMENT.

Employee acknowledges that he has carefully read this Agreement and understands its contents; that he has been given the opportunity to consult with an attorney of his choice regarding this Agreement; that he has had sufficient time to review this Agreement; that he is executing this Agreement knowingly and voluntarily, without any coercion or duress; and that he has not relied on any representations or promises of any kind made to him in connection with his decision to execute this Agreement, except for those set forth herein.

Executed in Summerland, California, on December 14, 2023, with an effective date of December 12, 2023.

SUMMERLAND SANITARY DISTRICT

By:_____

President, Board of Directors

David W. Lewis
"Employee"

ATTEST:

Secretary, Board of Directors

EXHIBIT A

SUMMERLAND SANITARY DISTRICT

JOB DESCRIPTION AND QUALIFICATION

Job Title: Operations Manager

Date Approved: December 8, 2022

Job Purpose:

The Operations Manager operates and maintains an advanced wastewater treatment plant, collection system, and laboratory to ensure compliance with all federal, state, and local regulatory agency requirements; supervises the work of operators, monitors and adjusts the treatment processes and performs a wide variety of skilled technical duties including process control decisions, laboratory analyses, and facility maintenance.

Essential Functions:

1. Evaluates process control data and determines process control adjustments for optimum plant performance.
2. Maintains, compiles, and updates plant operations logs and reports; performs & records mathematical calculations related to plant operations.
3. Responsible for maintaining accurate and adequate records, including required reports, operating logs, flow rates, PH levels, chlorine residuals, dissolved oxygen levels, temperature, chemical usage, e-coli levels, liquid level readings, electric power consumption, fuel usage, sludge wasting, and disposal site records, daily diary and equipment maintenance records.
4. Performs and schedules treatment plant inspections, including monitoring and documenting plant operations by reading gauges, dials, level indicators, recorder, meters, digital readouts, SCADA information, and other instruments.
5. Monitors control panels and adjusts valves, gates, pumps, and blowers manually or by remote control to regulate process flows.
6. Provides lead supervision, training, and safety instructions to assigned treatment plant personnel.
7. Provides the Board of Directors with accurate and succinct information and presentations on matters of operational practices.
8. Compiles the plant operations and maintenance budget.
9. Performs and schedules preventive maintenance on all plant facilities, including observation, lubrication, adjustment, cleaning, and painting.
10. Performs and schedules routine replacement and/or repair of treatment processes and laboratory equipment and facilities.
11. Adjusts SCADA system and process control software.
12. Collects and schedules wastewater samples, laboratory tests, and calibrates laboratory equipment.

13. Selects, trains, motivates, and evaluates all assigned District employees; works with employees to improve performance and increase efficiency, and when required corrects deficiencies, and implements discipline and termination procedures.
14. Conducts and schedules inspections of new sewer system facilities to ensure compliance with District's standards.
15. Prepares, signs, and submits all required reports to the Regional Water Quality Control Board-Central Coast Region and to any other agencies with jurisdiction over District operations.
16. Provides assistance in emergency situations.
17. Performs other duties as assigned by the Board of Directors.

Experience, Training & Education:

- high school diploma;
- the ability to read and speak English commensurate with the actual functions of the position;
- possession of Grade III Wastewater Treatment Plant Operator's Certificate issued by the California State Water Resources Control Board; and
- at least three years of demonstrated experience performing the functions of a lead operator of a class III wastewater treatment plant.

Certificates, Licenses, Registration:

Possession of a valid Class C California Driver's License and a driving record that is acceptable to the District's insurance carrier.

Knowledge & Ability:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. When possible, reasonable accommodations shall be made to enable individuals with disabilities to perform essential functions. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Qualified individual must have a thorough knowledge of:

1. principles and practices of wastewater collection and treatment plant operations and maintenance;
2. federal, state, and local laws and regulations affecting wastewater collection and treatment;
3. principles, practices, and procedures of basic laboratory procedures;

4. principles of supervision, such as communication, human relations, motivation, training;
5. occupational hazards and standard safety procedures and policies; and
6. standard principles of biology, chemistry, and mathematics as related to wastewater treatment.

Qualified individual must have the ability to:

1. plan, organize, direct, and supervise the construction, maintenance, and operation of the District's wastewater collection, treatment, and disposal functions;
2. oversee training and safety of assigned personnel;
3. solve practical problems and deal with a variety of variables in situations where only limited standardization exists;
4. prepare and present information in verbal and written communications;
5. analyze work activities and operational problems, and institute improved methods of accomplishing required functions;
6. interpret a variety of instructions in written, oral, diagram, or schedule form;
7. analyze problems, identify an alternate solution, project consequences of proposed actions, and implement recommendations in support of assigned duties; and
8. use computer programs for word processing, data storage, organization, and spreadsheet development.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential duties of this job. When possible, reasonable accommodations shall be made to enable individuals with disabilities to perform essential duties.

While performing the duties of this job, the employee is regularly required to see, hear, and speak. The employee is frequently required to stand, walk, sit, reach with hands and arms, and use hands and fingers to handle or feel. The employee is occasionally required to climb, balance, stoop, kneel, crouch, or crawl. The employee must regularly lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds, and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Work Environment:

While performing the duties of this job, the employee is regularly exposed to aerosols or airborne particles, moving mechanical parts, toxic or caustic chemicals and outside weather. The noise level in the work environment is usually moderate.

EXHIBIT A – SCOPE OF WORK, FEE, AND SCHEDULE OF WORK

IX
B

TASK 1 – PROJECT MANAGEMENT

This task will encompass project management/coordination activities, meetings (where not included elsewhere in this SOW). QA/QC for project deliverables is inclusive of each corresponding task.

Task 1.1 – Project Coordination, Invoicing, and Reporting

This subtask includes CONSULTANT's efforts to manage the project internally (the Consultant team of Carollo and WSC) and externally (CLIENT, MSD, and SSD). Project coordination includes regular internal team meetings to drive the project schedule, coordination among project discipline leads, senior advisory review of milestones & approach, review action items and status, resolve issues and maintain communication between the consultant team members. Invoices and progress reports will be released monthly throughout the Project.

Assumptions:

- The overall Project schedule is estimated at 6 months, which is driven by the schedule to complete the MSD sewer model component of the project

Deliverables:

- Monthly invoices and progress reports

Task 1.2 – Meetings

The following meetings are included in this subtask below. Representatives of both WSC and Carollo will be present for all meetings, either remote or in person.

Task 1.2.1-Kickoff Meeting: Re-introduce key staff and responsibilities to CLIENT, MSD, and SSD; review SOW and schedule; discuss coordination and lines of communication. Consensus upon the project scope and deliverables at this kickoff meeting is crucial to maintaining the project budget and schedule. Meeting duration is scheduled for two (2) hours.

Assumptions:

- Meeting is in person.

Deliverables:

- Meeting agenda and minutes

Task 1.2.2 – Progress Review Meetings

Progress Meetings: Three (3) meetings of up to 90-minutes (1.5 hours) each to address project status and issues that may require CLIENT direction or input.

Assumptions:

- Meetings will be hosted virtually by the Consultant on the Microsoft Teams platform. Key team members, such as PM, will attend in person as required.

Deliverables:

- Meeting agendas, presentation, and minutes (PDF format)

Task 1.2.3 – Draft Report Meeting: Meeting with CLIENT, MSD, SSD, CONSULTANT to review the draft results. Meeting duration is scheduled for two (2) hours.

Deliverables:

- Meeting agenda and minutes

Task 1.2.4 – Board Presentations: One meeting with MSD board members, one meeting with MWD board members, and one meeting with SSD board members. Attendance in person is expected.

Deliverables:

- Summary of relevant action items from board meetings

Task 1.3 – Data Sharing

CONSULTANT will develop data request list and sharedrive and maintain data collection log.

Deliverables:

- No deliverables

TASK 2 – SSD/MSD COLLECTION SYSTEM ANALYSIS

Task 2 is necessary to understand how and where SSD raw and unequalized wastewater flows will connect into the MSD collection system.

Task 2.1 – SSD and MSD Flows

CONSULTANT will compile SSD flow data during dry and wet weather periods. The SSD flow data has already been collected and summarized as part of other efforts. This flow information will be used to understand (a) the MSD collection system impacts and (b) the MSD WWTP impacts, including the need for equalization at MSD.

CONSULTANT will compile the latest MSD flows at the MSD WWTP. This information will be used to re-examine the need for equalization and MSD WWTP capacity, in particular based upon the winter storms of 2023.

Assumptions:

- SSD and MSD will provide additional flow data as needed by the CONSULTANT.

Deliverables:

- SSD and MSD flow summary memo.

Task 2.2 – SSD Flow Injection Location Determination

CONSULTANT will evaluate an existing MSD sewer collection system model to determine 1 location where raw and unequalized peak wet weather flow (PWWF) wastewater flows from SSD could be injected into the MSD collection system.

At the start of this task, CONSULTANT will visit three potential tie-in locations, to be suggested by the MSD. This site visit will be used in conjunction with the analysis below to select one tie-in location.

To identify a single location, CONSULTANT will use the hydraulic model to evaluate potential injection locations where unequalized SSD flows can be injected into the MSD collection system. Up to three injection locations are assumed to accommodate unequalized SSD flows. CONSULTANT will perform model simulations for up to three injection locations to identify downstream impacts of SSD flow being injected into the MSD collection system. For up to three injection locations, CONSULTANT will summarize potential capacity constraints that are identified in the model simulations and identify potential mitigation measures, such as replacing gravity mains with larger diameter pipes. For up to three injection locations, CONSULTANT

will estimate define SSD infrastructure required to convey SSD flows to the MSD injection location (pump station, force main, major crossings, and interconnection station) and estimated cost using unit costs for alternatives comparison. CONSULTANT will present cost comparison for up to three alternative injection locations. CLIENT will select preferred injection location to use in Task 2.3.

Assumptions:

- MSD will complete development of a collection system hydraulic model as part of a separate effort.
- A preferred injection location will be selected based on the alternatives evaluation

Deliverables:

- SSD/MSD modeling results and connection points memo.

Task 2.3 – Pipeline and Pump Station Infrastructure Analysis

CONSULTANT develop one pipeline alignment to connect SSD flows from the existing SSD wastewater treatment plant to the single injection location selected in Task 2.2. CONSULTANT will also evaluate a pipeline alignment to transfer all SSD PWWF flows from the SSD WWTP site to the MSD WWTP, bypassing all of the MSD collection system.

CONSULTANT will evaluate the pump station requirements associated with new or existing pump stations to transfer the PWWF from SSD to MSD for the two pipeline alignments: 1) to MSD Collection System Injection location; and 2) to MSD WWTP. Pumps will be preliminarily sized to be used for development of cost estimates.

CONSULTANT will develop level 5 cost estimates for implementation of the infrastructure options above, including both construction costs and operations costs (for the pump stations).

Assumptions:

- Alignments will be developed using mapping software such as but not limited to GIS.
- No surveys will be completed, elevations used in hydraulic calculations will be estimated from readily available information.
- Consultant will utilize previous alignment research from the Montecito-Carpinteria alternatives to develop the two alignments considering utilities, creek crossings, highway crossings, and railroad crossings. It is not expected that significant alignment research in areas outside of those investigated previously will occur.

Deliverables:

- Pipeline and pump station infrastructure memo.

TASK 3 – MSD WWTP AND AWPf ANALYSIS

Task 3 is to determine what level of equalization is needed at MSD that minimizes impact from the additional PWWF from the SSD system as well as equalizes average dry weather flow (ADWF) of the combined MSD and SSD flows. The equalized flow must go through new preliminary treatment odor control must be part of the project. Influent pump station upgrades are also anticipated.

TASK 3.1 – COMBINED FLOW TO MSD

CONSULTANT will utilize the flows developed above to document the anticipated combined flows at MSD after addition of SSD flows.

Assumptions:

- No assumptions

Deliverables:

- MSD combined flow summarized in Task 3.2.

TASK 3.2 – MSD WWTP IMPACT AND COST ANALYSIS

CONSULTANT will evaluate impacts to the MSD WWTP capacity due to the addition of SSD flows. Included in this effort are the following components:

- Review of WWTP capacity
- New equalization basin analysis
- Odor control (for screenings, grit, and equalization) analysis

There are two important notes related to the work above:

- 1) For a successful raw wastewater equalization project, new headworks and preliminary treatment would be needed at MSD. That could include screenings, screening dewatering, and aerated grit removal facilities. Analysis of these facilities is not part of this project and will be done by other parties. Further, the intent of the equalization basin is to be dual purpose, capturing raw wastewater PWWF during short duration events and used for secondary effluent storage and equalization for the dry weather periods (allowing for maximization of effluent capture for reuse).
- 2) The evaluation of equalization and odor control will only occur after written notice to proceed from the MWD.

For this analysis, the project team will:

- Perform a site visit of the MSD WWTP to meet with staff and review options for preliminary treatment and WWTP capacity
- Develop Level 5 cost estimates for all components of work.
- Develop site layouts for all components of work.

Assumptions:

- One viable technology will be examined for odor control. Multiple suppliers will not be evaluated.
- No evaluation of WWTP capacity upgrades is included, should those be needed.

Deliverables:

- One tech memo provided in draft form, that will later be incorporated into the project report.

TASK 3.3 – AWPf COST ANALYSIS

CONSULTANT will evaluate the cost impact of the addition of SSD ADWF to the previously developed AWPf that would be located at MSD. Analysis will consider both capital and operational cost impacts as well as footprint impacts.

Assumptions:

- Cost estimate and footprint will be scaled from prior efforts.

Deliverables:

- No deliverables. Results will be provided in the Summary Report.

TASK 4 – SUMMARY REPORT

Information evaluated and compiled in the above tasks will be summarized in a draft and final report.

Assumptions:

- No assumptions

Deliverables:

- Draft and Final Summary Report

SCHEDULE

The project schedule is shown below.

	Months from NTP					
	1	2	3	4	5	6
Task 1: Project Management						
1.1 General Project Coordination, Invoicing, and Reporting						
1.2 Project Meetings						
1.2.1 Kick-Off Meeting (1)	*					
1.2.2 Monthly Meetings (3)		*		*		*
1.2.3 Summary Meeting (1)						*
1.2.4 Board Presentations (1)						*
1.3 Data Sharing						
Task 2: SSD/MSD COLLECTION SYSTEM ANALYSIS						
2.1 SSD and MSD Flows						
2.2 SSD Flow Injection Location Determination						
2.3 Pipeline and Pump Station Infrastructure Analysis						
Task 3: MSD WWTP ANALYSIS						
3.1 Combined Flow to MSD						
3.2 MSD WWTP Impact and Cost Analysis						
3.2 AWP Cost Analysis						
Task 4: Summary Report						
Draft and Final Report						
* indicates a meeting						

BUDGET

The project budget is presented in the table below.

Tasks	Carollo Labor						Outside Services		Total	
	Andrew Salveson	Various	Cora LeMar	Graphics and Document Support	Project Assistant	Total Hours	Total Labor Costs (1)	WSC	Sub Consultant Total Cost	Total Fee
	PM	Infrastructure and Wastewater Leads	Project Engineer	TBD	Admin.			Pumping and Pipeline Infrastructure		
Task 1: Project Management										
1.1 General Project Coordination, Invoicing, and Reporting										
Monthly Reporting	4				4	8	\$1,887	\$4,650	\$5,115	\$7,002
Subconsultant Coordination	6				3	9	\$2,381			\$2,381
1.2 Project Meetings										
1.2.1 Kick-Off Meeting (1)	4	8				12	\$3,116	\$10,768	\$11,845	\$14,961
1.2.2 Monthly Meetings (3)	5	5	5			15	\$3,502			\$3,502
1.2.3 Summary Meeting (1)	3	3	3			9	\$2,101			\$2,101
1.2.4 Board Presentations (1)	6	2	4			12	\$2,988			\$2,988
1.3 Data Sharing	4					4	\$1,287	\$2,930	\$3,223	\$4,510
Subtotal Task 1:	32	18	12		7	69	\$17,262	\$18,348	\$20,183	\$37,445
Task 2: SSD/MSD COLLECTION SYSTEM ANALYSIS										
2.1 SSD and MSD Flows	4		4			8	\$1,887			\$1,887
2.2 SSD Flow Injection Location Determination	4	4	4			12	\$2,802	\$25,940	\$28,534	\$31,336
2.3 Pipeline and Pump Station Infrastructure Analysis	4	4	4			12	\$2,802	\$9,590	\$10,549	\$13,351
Subtotal Task 2:	12	8	12	0	0	32	\$7,490	\$35,530	\$39,083	\$46,573
Task 3: MSD WWTP ANALYSIS										
3.1 Combined Flow to MSD	4	8	4			16	\$3,716			\$3,716
3.2 MSD WWTP Impact and Cost Analysis	8	24	40	8		80	\$15,260			\$15,260
3.2 AWP Cost Analysis	4	4	8			16	\$3,402			\$3,402
Subtotal Task 3:	16	36	52	8	0	112	\$22,378	\$0	\$0	\$22,378
Task 4: Summary Report										
Draft and Final Report	16	16	40	16		88	\$17,206	\$7,520	\$8,272	\$25,478
Subtotal Task 4:	16	16	40	16	0	88	\$17,206	\$7,520	\$8,272	\$25,478
										\$131,875

Financial Status (Real-Time)

As of November 30, 2023

As of: 11/30/2023 (42% Elapsed)
Accounting Period: OPEN

Selection Criteria: Fund = 5215,5216, 5217

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

Fund 5215 -- SummerInd San Dist Running Exp

Line Item Account	6/30/2024 Fiscal Year Adjusted Budget	11/30/2023 Year-To-Date Actual	6/30/2024 Fiscal Year Variance	6/30/2024 Fiscal Year Pct of Budget
Revenues				
Taxes				
3010 -- Property Tax-Current Secured	303,380.00	46,095.23	-257,284.77	15.19 %
3011 -- Property Tax-Unitary	0.00	2.11	2.11	--
3015 -- PT PY Corr/Escapes Secured	0.00	338.95	338.95	--
3020 -- Property Tax-Current Unsecd	10,700.00	12,279.63	1,579.63	114.76 %
3023 -- PT PY Corr/Escapes Unsecured	0.00	301.60	301.60	--
3040 -- Property Tax-Prior Secured	0.00	-53.39	-53.39	--
3050 -- Property Tax-Prior Unsecured	0.00	291.63	291.63	--
3054 -- Supplemental Pty Tax-Current	4,000.00	1,749.39	-2,250.61	43.73 %
3056 -- Supplemental Pty Tax-Prior	0.00	48.55	48.55	--
Taxes	318,080.00	61,053.70	-257,026.30	19.19 %
Fines, Forfeitures, and Penalties				
3057 -- PT-506 Int, 480 CIOS/CIC Pen	0.00	21.73	21.73	--
Fines, Forfeitures, and Penalties	0.00	21.73	21.73	--
Use of Money and Property				
3380 -- Interest Income	6,000.00	3,265.33	-2,734.67	54.42 %
Use of Money and Property	6,000.00	3,265.33	-2,734.67	54.42 %
Intergovernmental Revenue-State				
4220 -- Homeowners Property Tax Relief	1,000.00	0.00	-1,000.00	0.00 %
Intergovernmental Revenue-State	1,000.00	0.00	-1,000.00	0.00 %
Charges for Services				
5091 -- Planning & Engrng-Plan Ck Fes	2,100.00	1,256.00	-844.00	59.81 %
5430 -- Sanitation Services	1,065,078.00	-724.08	-1,065,802.08	-0.07 %
5433 -- Inspection Fees	2,500.00	1,258.00	-1,242.00	50.32 %
5746 -- Administrative Revenue	3,700.00	1,856.00	-1,844.00	50.16 %

11

Financial Status (Real-Time)

As of: 11/30/2023 (42% Elapsed)
Accounting Period: OPEN

Selection Criteria: Fund = 5215,5216, 5217

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

Fund 5215 -- SummerInd San Dist Running Exp

Line Item Account	6/30/2024 Fiscal Year Adjusted Budget	11/30/2023 Year-To-Date Actual	6/30/2024 Fiscal Year Variance	6/30/2024 Fiscal Year Pct of Budget
Charges for Services	1,073,378.00	3,645.92	-1,069,732.08	0.34 %
Revenues	1,398,458.00	67,986.68	-1,330,471.32	4.86 %
Expenditures				
Salaries and Employee Benefits				
6100 -- Regular Salaries	429,879.00	175,295.01	254,583.99	40.78 %
6270 -- Stand-by Pay	21,642.00	9,093.75	12,548.25	42.02 %
6300 -- Overtime	9,500.00	2,268.94	7,231.06	23.88 %
6400 -- Retirement Contribution	125,069.00	54,552.71	70,516.29	43.62 %
6475 -- Retiree Medical OPEB	9,000.00	3,069.40	5,930.60	34.10 %
6500 -- FICA Contribution	34,541.00	14,527.27	20,013.73	42.06 %
6600 -- Health Insurance Contrib	64,365.00	31,443.24	32,921.76	48.85 %
6900 -- Workers Compensation	16,473.00	12,613.56	3,859.44	76.57 %
Salaries and Employee Benefits	710,469.00	302,863.88	407,605.12	42.63 %
Services and Supplies				
7030 -- Clothing and Personal	2,550.00	3,275.63	-725.63	128.46 %
7053 -- Telephone Service Local	9,560.00	3,833.54	5,726.46	40.10 %
7090 -- Insurance	60,000.00	62,913.49	-2,913.49	104.86 %
7110 -- Directors Fees	22,050.00	7,175.00	14,875.00	32.54 %
7121 -- Operating Supplies	41,544.00	17,848.80	23,695.20	42.96 %
7324 -- Audit and Accounting Fees	27,500.00	17,707.50	9,792.50	64.39 %
7362 -- Building Maintenance	10,700.00	1,443.04	9,256.96	13.49 %
7363 -- Equipment Maintenance	16,275.00	6,522.63	9,752.37	40.08 %
7404 -- Public Health Lab Serv	26,091.00	13,018.00	13,073.00	49.89 %
7430 -- Memberships	8,801.00	7,412.00	1,389.00	84.22 %
7450 -- Office Expense	4,400.00	2,565.42	1,834.58	58.31 %
7454 -- Books & Subscriptions	550.00	121.20	428.80	22.04 %
7459 -- IT Professional Services	4,000.00	1,511.60	2,488.40	37.79 %

Financial Status (Real-Time)

As of: 11/30/2023 (42% Elapsed)
Accounting Period: OPEN

Selection Criteria: Fund = 5215,5216, 5217

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

Fund 5215 -- SummerInd San Dist Running Exp

Line Item Account	6/30/2024 Fiscal Year Adjusted Budget	11/30/2023 Year-To-Date Actual	6/30/2024 Fiscal Year Variance	6/30/2024 Fiscal Year Pct of Budget
7460 -- Professional & Special Service	49,350.00	2,145.00	47,205.00	4.35 %
7508 -- Legal Fees	35,000.00	8,146.20	26,853.80	23.27 %
7510 -- Contractual Services	9,654.00	591.33	9,062.67	6.13 %
7516 -- Permitting Services	11,385.00	792.31	10,592.69	6.96 %
7530 -- Publications & Legal Notices	600.00	232.50	367.50	38.75 %
7546 -- Administrative Expense	3,600.00	0.00	3,600.00	0.00 %
7630 -- Small Tools & Instruments	500.00	0.00	500.00	0.00 %
7653 -- Training Fees & Supplies	6,225.00	844.05	5,380.95	13.56 %
7671 -- Special Projects	6,670.00	6,670.00	0.00	100.00 %
7730 -- Transportation and Travel	750.00	183.29	566.71	24.44 %
7731 -- Gasoline-Oil-Fuel	3,500.00	703.15	2,796.85	20.09 %
7761 -- Electricity	58,000.00	29,188.77	28,811.23	50.33 %
7763 -- Water	2,717.00	1,115.67	1,601.33	41.06 %
7764 -- Refuse	4,302.00	1,798.53	2,503.47	41.81 %
Services and Supplies	426,274.00	197,758.65	228,515.35	46.39 %
Expenditures	1,136,743.00	500,622.53	636,120.47	44.04 %
SummerInd San Dist Running Exp	261,715.00	-432,635.85	-694,350.85	-165.31 %

Financial Status (Real-Time)

As of: 11/30/2023 (42% Elapsed)
Accounting Period: OPEN

Selection Criteria: Fund = 5215,5216, 5217

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

Fund 5216 -- Summerland San Cap Facilities

Line Item Account	6/30/2024 Fiscal Year Adjusted Budget	11/30/2023 Year-To-Date Actual	6/30/2024 Fiscal Year Variance	6/30/2024 Fiscal Year Pct of Budget
Revenues				
Use of Money and Property				
3380 -- Interest Income	2,250.00	1,214.50	-1,035.50	53.98 %
Use of Money and Property	2,250.00	1,214.50	-1,035.50	53.98 %
Charges for Services				
5432 -- Connection Fees	12,385.00	12,385.00	0.00	100.00 %
Charges for Services	12,385.00	12,385.00	0.00	100.00 %
Revenues	14,635.00	13,599.50	-1,035.50	92.92 %
Summerland San Cap Facilities	14,635.00	13,599.50	-1,035.50	92.92 %

Financial Status (Real-Time)

As of: 11/30/2023 (42% Elapsed)
Accounting Period: OPEN

Selection Criteria: Fund = 5215,5216, 5217

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

Fund 5217 -- SummerInd San Dist-Capital Rep

Line Item Account	6/30/2024 Fiscal Year Adjusted Budget	11/30/2023 Year-To-Date Actual	6/30/2024 Fiscal Year Variance	6/30/2024 Fiscal Year Pct of Budget
Revenues				
Use of Money and Property				
3380 -- Interest Income	10,000.00	7,816.65	-2,183.35	78.17 %
Use of Money and Property	10,000.00	7,816.65	-2,183.35	78.17 %
Revenues	10,000.00	7,816.65	-2,183.35	78.17 %
Expenditures				
Services and Supplies				
7362 -- Building Maintenance	0.00	2,587.08	-2,587.08	--
7671 -- Special Projects	58,915.00	0.00	58,915.00	0.00 %
Services and Supplies	58,915.00	2,587.08	56,327.92	4.39 %
Capital Assets				
8200 -- Structures&Struct Improvements	15,000.00	0.00	15,000.00	0.00 %
8300 -- Equipment	20,000.00	4,472.21	15,527.79	22.36 %
8400 -- Infrastructure	45,000.00	0.00	45,000.00	0.00 %
Capital Assets	80,000.00	4,472.21	75,527.79	5.59 %
Expenditures	138,915.00	7,059.29	131,855.71	5.08 %
SummerInd San Dist-Capital Rep	-128,915.00	757.36	129,672.36	-0.59 %
Net Financial Impact	147,435.00	-418,278.99	-565,713.99	-283.70 %

Cash Balances (Real-Time)

As of: 11/30/2023
Accounting Period: OPEN

Selection Criteria: Fund = 5215,5216, 5217

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

Fund	11/1/2023 Beginning Balance	Month-To-Date Cash Receipts (+)	Month-To-Date Treasury Credits (+)	Month-To-Date Warrants and Wire Transfers (-)	Month-To-Date Treasury Debits (-)	11/30/2023 Ending Balance
5215 – SummerInd San Dist Running Exp	412,632.01	0.00	46,255.26	0.00	125,871.62	333,015.65
5216 – Summerland San Cap Facilities	229,937.29	0.00	0.00	0.00	0.00	229,937.29
5217 – SummerInd San Dist-Capital Rep	1,416,183.87	0.00	0.00	0.00	0.00	1,416,183.87
Total Report	2,058,753.17	0.00	46,255.26	0.00	125,871.62	1,979,136.81

SUMMERLAND SANITARY DISTRICT

Regular Board of Directors Meeting December 14, 2023

Operations Manager Report

OPERATIONS AND FACILITY MAINTENANCE:

- Staff completed weekly ground maintenance and landscape work including mowing, weed whacking, blowing, edging, and raking.
- Staff checked and recalibrated the chlorine analyzer probes.
- The old and failing fluorescent light fixtures in the kitchen and lunch room area was replaced with energy efficient LED lights.
- Instrumentation technician upgraded the sodium hypochlorite pump and reprogrammed the system controller to improved efficiency and reliability. A faulty analog output communication circuit board in the PLC cabinet was also replaced.
- Instrumentation Technician is preparing a scope of work, material list, and estimate for the blower optimization project.
- Belt Press was operated on 11/16 and 11/28/2023. Each Digester Mix pumps were serviced and de-ragged during BP runs.
- The annual Tool Inventory List was completed and updated.
- Staff hauled, accumulated, electronic waste and batteries to the MarBorg recycling center on 11/29/2023.
- Pac-West Pest Control treated the District buildings for termite infestation.
- Preventative maintenance on Lift Station Emergency Generators, including battery and filter replacement was performed.

COLLECTION SYSTEM / LIFT STATIONS:

- Staff made periodic rounds of the collection system to check for any problems, primarily checking the hot spot manholes to ensure proper flow.
- Each of the three lift stations got checked and test ran daily.
- SCE scheduled a power outage, 11/29/2023 on Lambert Road. Lift station #3 ran on emergency generator power for the duration of each outage. System performed as intended.
- Scheduled line jetting was performed, including known on potential hot spots. November total line cleaning was ???????? ft.

REGULATORY COMPLIANCE:

- Daily meter readings and sample collection being performed by staff for regulatory compliance and process control.
- The monthly Self-Monitoring Report (SMR) for October 2023 was submitted to the California Regional Water Quality Control Board (CRWQCB) in CIWQS, with no permit violations. The monthly "No Spill Certification" was also submitted to CIWQS.
- Attended Training Link class in Santa Maria on collection system spill reporting requirements.
- Safety Training on the topic of Employee Wellness/Stress Management was held on 12/7/2023

SUMMERLAND SANITARY DISTRICT

Regular Board of Directors Meeting December 14, 2023

District Administrative Manager Report

- The new County of SB Financial System "Workday" activation date was moved up by one month to January 1, 2024.
- The District received a Transparency Certificate of Excellence from the Special District Leadership Foundation (see attached letter of November 13, 2023). The application packet was submitted in October 2023 and the application was approved in recognition of the District's efforts to promote transparency and good governance. The certificate is framed and posted on the District's website.
- Completed the online training "Avoid common mishaps in the reasonable accommodation process" through SDRMA (training also provides credit points for our worker's compensation insurance).
- The Audit Presentation for fiscal year 2022/2023 by Tracy Solomon, CPA of Bartlett Pringle and Wolf LLC is scheduled for the regular board meeting of January 11, 2023.
- Holiday Luncheon is scheduled for December 21st at Noon at the Summerland Beach Café. All directors are very welcome to attend.
- Per Section 53065.5 of the State of California Government Code, each special district, as defined by subdivision (a) of Section 56036, shall, at least annually, disclose any reimbursement paid by the district within the immediately preceding fiscal year of at least one hundred dollars (\$100) for each charge for services or product received. "Individual charge" includes, but is not limited to, one meal, lodging for one day, transportation, or a registration fee paid to any employee or member of the governing body of the district.

Disclosure of Payments over \$100 by the Summerland Sanitary District to Employees or the Board of Directors during the year 2023 was as follows:

- December 7, 2023: Payment to Employee E.N. of \$107 for reimbursement miles driven for attendance of a training in Santa Maria.

Scheduled Days Off:

December 27 and 28, 2023



November 13, 2023

Summerland Sanitary District
PO Box 417
Summerland, CA 93067

RE: District Transparency Certificate of Excellence Approval

Dear Mar Souza:

Congratulations! Summerland Sanitary District has successfully completed the District Transparency Certificate of Excellence program through the Special District Leadership Foundation (SDLF).

On behalf of the SDLF Board of Directors, I would like to congratulate your district on achieving this important certificate. By completing the District Transparency Certificate of Excellence Program, Summerland Sanitary District has proven its dedication to being fully transparent as well as open and accessible to the public and other stakeholders.

Included in this letter is your window cling and year stickers, so that your district may showcase this important accomplishment.

Congratulations and thank you for your dedication to excellence in local government.

Most sincerely,

Sandy Raffelson
SDLF Board President