

AGENDA
**FOR THE REGULAR MEETING OF THE
CARPINTERIA SANITARY DISTRICT GOVERNING BOARD
TO BE HELD June 18, 2024**

The regular meeting of the Governing Board will be held commencing at 5:30 p.m. The location of the meeting is at 5300 Sixth Street, Carpinteria, CA.

The public is encouraged to participate in one of the following ways:

1. Submitting a Written Comment. If you wish to submit a written comment, please email your comment to the Board Clerk at kimg@carpsan.com by **3:00 P.M. on the day of the meeting**. Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations.
2. Attend the in-person meeting at the Carpinteria Sanitary District Board room.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. BOARD APPROVAL OF AGENDA AS [SUBMITTED] [MODIFIED]
Board President asks the Board, public, staff, and legal counsel if there are any additions and/or modifications to the Agenda.

IV. APPROVAL OF MINUTES AS [SUBMITTED] [MODIFIED]
June 5, 2024

V. PUBLIC FORUM
The public may address the Governing Board on items of interest to the public which are not already on this evening's agenda and are within the subject matter jurisdiction of the Board. The time allotted for this discussion shall be pursuant to Board Bylaws.

VI. MATTERS BEFORE THE BOARD

A. GENERAL REPORTS:

1. **Resolution No. R-370** (Pages 1 - 20)
Commending Hillary Hauser Upon Retirement as Executive Director of Heal the Ocean

Description: The Board to review and consider adopting Resolution No. R-370 Commending Hillary Hauser upon her retirement as Executive Director of Heal the Ocean.

Staff Recommendation: Staff recommends that the Board adopt Resolution No. R-370.

2. **General Manager's Status Report** (Page 21)

Description: General Manager to review his written report regarding the following issues:

- Staffing Updates
- Manhole Raising Project
- Belt Press Replacement Project
- Operations Update

3. **Resolution No. R-371** (Pages 22-29)
Sewer Service Charges on Assessor Rolls – Public Hearing

Description: The Board to review and consider adopting Resolution No. R-371 authorizing collection of sewer service charges on the county tax roll for FY 2024/25.

Staff Recommendation: Staff recommends that the Board adopt Resolution No. R-371.

4. **Resolution No. R-372** (Pages 30-36)
Adopting the FY 2024/25 Annual Budget and Setting the Annual Appropriations Limit

Description: The Board to review and consider adopting Resolution No. R-372 approving the Fiscal Year 2024/25 Budget and setting the annual appropriations limit for the Carpinteria Sanitary District.

Staff Recommendation: Staff recommends that the Board adopt Resolution No. R-372.

5. **Cash Contract No. 521 – Nimble Tree Care** (Pages 37-47)
Tree Pruning Services

Description: The Board to review and consider approving Cash Contract No. 521 between the District and Nimble Tree Care. of Carpinteria, CA, for tree pruning services with a not to exceed total of \$11,100.

Staff Recommendation: Staff recommends that the Board approve Cash Contract No. 521 as presented.

6. **Carpinteria Advanced Purification Project (CAPP) Update**

Description: The Board will receive an update status report on the Carpinteria Advanced Purification Project being pursued in conjunction with the Carpinteria Valley Water District. Information on current activities and future tasks or milestones will be presented.

Staff Recommendation: None. Information Only.

VII. BOARD ITEMS

D. COMMITTEE REPORTS

Description: Verbal reports by the committee chairperson(s) of the following committees:

- Standing Finance Committee
- Standing Personnel Committee
- Standing Public Relations Committee
- Standing Utilities Committee
- Standing Recycled Water Committee

E. GENERAL ITEMS

1. SBCSDA (Santa Barbara – California Special Districts Association) Report
2. Board Member Vacation Dates
3. Future Agenda Items

VIII. ADJOURNMENT

FURTHER INFORMATION AVAILABLE

A staff report providing more detailed information is available for most agenda items and may be reviewed in the District office during regular hours (Monday - Friday from 8:00 a.m. to 12:00 p.m. and/or 1:00 p.m. to 5:00 p.m.). Copies of individual reports may be requested at this office. Call (805) 684-7214 extension 110 for more information.

In compliance with the Ralph M. Brown Act and the Americans with Disabilities Act, if you need a disability-related modification, accommodation, or other special assistance to participate in this meeting, please contact the District's Board Secretary at (805) 684-7214, extension 111, at least 48 hours prior to the start of the meeting.

Next Ordinance Available.....#20
Next Resolution Available.....R-373
Posting Date.....6/14/24

**MINUTES OF THE SPECIAL MEETING OF THE
CARPINTERIA SANITARY DISTRICT GOVERNING BOARD
June 5, 2024**

These are the **minutes** of the **special** meeting of the Governing Board of the Carpinteria Sanitary District in the City of Carpinteria, County of Santa Barbara, and State of California.

The Governing Board of the Carpinteria Sanitary District held a special meeting on **June 5, 2024**, at 5:30 p.m. at its District administrative office located at 5300 Sixth Street, Carpinteria, California.

The agenda notice for this meeting, including instructions for the public to provide comments, was posted in the front window of the administrative office of the Carpinteria Sanitary District and on the District's website at least 24 hours in advance of the meeting.

I. CALL TO ORDER

President Damron called the meeting to order at 5:30 p.m. and noted all Directors were present at tonight's meeting.

Directors Present: Michael Damron – President
Gerry Velasco – President Pro-Term
Debbie Murphy – Secretary
Lin Graf – Secretary Pro-Term
Mike Modugno – Treasurer

Staff Present: Craig Murray – General Manager
Kim Garcia – District Administrator/Board Clerk

Legal Counsel Present: None

Public Present: None.

II. PLEDGE OF ALLEGIANCE

President Damron led the Pledge of Allegiance.

III. BOARD APPROVAL OF MINUTES OF THE MEETING OF May 7, 2024

Director Murphy made a motion, seconded by Director Graf that the Board approve the minutes of the May 7, 2024 Regular Board meeting as presented. The motion carried by the following vote:

AYES:	5	Graf, Murphy, Damron, Modugno, Velasco
NOES:	0	None
ABSENT:	0	None
ABSTAIN:	0	None

IV. PUBLIC FORUM

None

V. MATTERS BEFORE THE BOARD

A. GENERAL REPORTS:

1. General Manager’s Status Report

General Manager reviewed his written report regarding the following items:

- Staffing Updates
- Lift Station No. 1 Roof Replacement
- Partnering for Impact Event
- Manhole Rehabilitation Project
- Aeration Blower Control Panel
- Coastal Nutrient modeling Survey
- Operations Update

2. Financial Status and Transaction Report

District Administrator reviewed her staff report related to Financial Status and Transaction Reports.

No Board action was taken on this item.

3. Update to District Personnel Rules and Regulations; Chapter 3 of the District Code

The District Administrator reviewed the staff report related to the Update to District Personnel Rules and Regulations and highlighted proposed edits which are intended to incorporate recent changes in State employment law as recommended by the District’s labor counsel and well as some employee benefit provisions. Specifically, the standby duty pay formula was modified and additional vacation accrual was added for employees after 15 years and 20 years of service. District staff was provided an opportunity to review and comment on the proposed changes and to suggest any other modifications to the personnel rules and regulations.

If approved the benefit provisions would become effective July 1, 2024.

Director Graf made a motion, seconded by Director Modugno that the Board approve the updated version of Chapter 3 of the District Code, Personnel Rules and Regulations as presented, with the benefit modifications becoming effective on July 1, 2024. The motion carried by the following call vote:

AYES:	5	Murphy, Damron, Graf, Velasco, Modugno
NOES:	0	None
ABSENT:	0	None
ABSTAIN:	0	None

4. Technical Certification Incentive Program

General Manager reviewed his staff report related to an amendment of the Technical Certification Incentive Program. If approved, the program would provide an increase to the one-time incentive value from \$750 per incentive to \$1,250 capping at \$2,500 per fiscal year. The modification to the program has been reviewed by the Board Personnel Committee and costs have been programmed into the FY 2024/25 preliminary budget.

Director Murphy made a motion, seconded by Director Graf that the Board approve the revised Technical Certification Incentive Program as presented. The motion carried by the following vote:

AYES:	5	Murphy, Damron, Graf, Velasco, Modugno
NOES:	0	None
ABSENT:	0	None
ABSTAIN:	0	None

5. Cash Contract No. 520 – Sam Hill & Sons, Inc. – Manhole Rehabilitation Project – Manhole Raising

General Manager reviewed his staff report related to Cash Contract No. 520 with Sam Hill & Sons, Inc. for services related to the manhole rehabilitation project. If approved Cash Contract No. 520 would engage Sam Hill & Sons, Inc. to provide construction services with a not to exceed contract amount of \$15,045.

Director Velasco made a motion, seconded by Director Modugno that the Board approve Cash Contract No. 520 between the District and Sam Hill & Sons, Inc. dated June 5, 2024. The motion carried by the following vote:

AYES:	5	Graf, Damron, Murphy, Velasco, Modugno
NOES:	0	None
ABSENT:	0	None
ABSTAIN:	0	None

6. CalPERS Unfunded Actuarial Liability – Draft Pension Liability Management Plan

General Manager provided an overview of the District's CalPERS retirement program and associated unfunded actuarial liability. After discussion, there was consensus to revisit this item after the District receives the next published CalPERS Actuarial Report.

No Board action was taken on this item.

7. Carpinteria Advanced Purification Project

General Manager provided an update related to the Carpinteria Advanced Purification Project.

No Board action was taken on this item.

VI. BOARD ITEMS

A. COMMITTEE REPORTS

Standing Finance Committee

Director Modugno reported on the meeting held 4/20/24

Standing Personnel Committee

Director Velasco reported on the meeting held 5/30/2024.

Standing Public Relations Committee

None.

Standing Utilities Committee

None.

Standing Recycled Water Committee

None.

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B. GENERAL ITEMS

SBCSDA (Santa Barbara California Special Districts Association) Report

CSRMA Report

None.

Board Member Vacation Dates

None

Future Agenda Items

None.

VII. ADJOURNMENT

There being no further items to discuss, the meeting adjourned at 6:29 p.m.

Mike Damron
President

Gerald Velasco
President Pro-Tem

Debbie Murphy
Secretary

Lin Graf
Secretary Pro-Tem

Mike Modugno
Treasurer



Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

FROM: Craig Murray, P.E. - General Manager

SUBJECT: Resolution No. R-370: Commending Hillary Hauser Upon Her Retirement as Executive Director of Heal the Ocean.

DATE: June 18, 2024

REQUESTED ACTION: That the Board adopt Resolution No. R-370 commending Hillary Hauser upon her retirement as Executive Director of Heal the Ocean and thanking her for many years of support to the Carpinteria Sanitary District.

BACKGROUND: Hillary Hauser co-founded Heal the Ocean in 1998 and has served as the organizations Executive Director since that time. The target objective at the outset was a simple little project to remove septic systems from the Rincon Point residential community in favor of a public sewer collection system. What ensued was a 15-year saga, and a partnership, that culminated in connection of over 140 beachfront homes along 7 miles of Carpinteria coastline. The attached Heal the Ocean newsletter provides an overview of some of the complexities and challenges that project faced. Its ultimate success would not have been realized without the remarkable efforts, leadership and resolve of Hillary Hauser.

Heal the Ocean's work over the past two decades has included support and advocacy for wastewater agencies throughout Santa Barbara County. Hillary has consistently promoted recycled water development and has been instrumental in acquisition of grants and funding for the Carpinteria Advanced Purification Project. Unlike some other environmental advocacy groups, Heal the Ocean's approach has been to work together with wastewater utilities, offering assistance and collaboration towards the shared goal of protecting water quality.


Hillary recently announced that she will be stepping down from her day to day leadership role at Heal the Ocean, but plans to stay on the Board of Directors to help guide continued successes in water quality advocacy and protection. Resolution No. R-370 was drafted to recognize Hillary for 26 years at the helm of Heal the Ocean, and to specifically thank her for the contributions she has made to the District over that time.

RECOMMENDATION: Staff recommends that the Board adopt Resolution No. R-370 commending Hillary Hauser upon her retirement as Executive Director of Heal the Ocean and thanking her for many years of support to the Carpinteria Sanitary District.

SUGGESTED MOTION: I move that that Board adopt Resolution No. R-370 as presented.

M _____ S _____

Ayes: _____ Nays: _____ Abstentions: _____

Prepared By:  _____
Craig Murray, P.E. - General Manager

Attachments: Resolution No. R-370
HTO Newsletter: The Rincon Project

RESOLUTION NO. R-370

**A RESOLUTION OF
THE BOARD OF DIRECTORS OF THE
CARPINTERIA SANITARY DISTRICT
COMMENDING HILLARY HAUSER
UPON HER RETIREMENT AS EXECUTIVE DIRECTOR
OF HEAL THE OCEAN**

WHEREAS, the Carpinteria Sanitary District is a public agency responsible for providing sanitary sewer service to its constituents throughout the Carpinteria Valley; and

WHEREAS, Hillary Hauser, in her role as Executive Director of Heal the Ocean, was instrumental in the completion of the South Coast Beach Communities Septic to Sewer Project which eliminated over 140 aging septic systems from three beachfront neighborhoods with associated benefits to nearshore water quality; and

WHEREAS, Hillary has directly supported the Carpinteria Sanitary District on many fronts and her advocacy has been instrumental in the receipt of several State and Federal grant awards that have funded important water quality improvement projects in Carpinteria; and

WHEREAS, throughout her tenure, Hillary has worked collaboratively with clean water agencies throughout Santa Barbara County to elevate the importance of reliable and effective wastewater collection and treatment, and to promote the beneficial use of recycled water in our communities; and

WHEREAS, through her leadership at Heal the Ocean and her dedication to our crucial water resources, Hillary has built a legacy of water quality protection that will endure for future generations; and

WHEREAS, the District Board of Directors and the District staff would like to thank and commend Hillary for her lasting partnership and important contributions to the Carpinteria Sanitary District and to the valuable water resources we all share.

NOW, THEREFORE, BE IT RESOLVED that the Carpinteria Sanitary District does hereby acknowledge and commend the remarkable achievements that Hillary Hauser has helped realize over the past 26 years at the helm of Heal the Ocean and wishes her well in her retirement.

PASSED, APPROVED, AND ADOPTED at the regular meeting of the Board of Directors of the Carpinteria Sanitary District held June 18, 2024, carried by the following roll call vote:

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

Resolution No. R-370 was thereupon declared, carried, and adopted.

Dated this 18th day of June, 2024.

We certify that the above is a true and correct copy of Resolution No. R-370, adopted by the Board of Directors of the Carpinteria Sanitary District on June 18, 2024.

APPROVED:

Michael Damron
President, Board of Directors

ATTEST:

Debbie Murphy
Secretary, Board of Directors

HEAL THE OCEAN



SPECIAL ISSUE: THE RINCON PROJECT

Executive Director

Hillary Hauser

Board of Directors

Francesca Cava
Jean-Michel Cousteau
Heather Hudson
Thomas Dabney
Hillary Hauser
Francoise Park
Sam Scranton

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Mike deGruy*
John Robinson*
Ruston Slager
**in memoriam*

Policy Analyst

James O. Hawkins

Administration

Grant Schmitz

Public Outreach

Ava Everett
Ruston Slager

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Newsletter

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MESSAGE FROM HILLARY



This Heal the Ocean newsletter is a Special Edition Newsletter about the Rincon Septic to Sewer project, which is a 15-year, often amusing but hugely difficult, saga of a group of citizens coming together to take on a complicated environmental issue.

In 1998, HTO took up the challenge of getting septic systems removed from the Rincon, a world class surfing area. Working with the Carpinteria Sanitary District (CSD), this project became the massive South Coast Beach Communities Septic to Sewer Project – which included not only Rincon, but Padaro Lane, Sandyland, and Sand Point – 130 beach homes strung along a thin strand of

coastline, in areas of high groundwater and much of it bordered by a salt marsh preserve.

When the fight and lawsuits broke out in Rincon, CSD miraculously hung in there with us, and the homeowners rallied to help. So did surfers and HTO supporters. The costs of proceeding against The Opposition became enormous.

This Newsletter is a free-telling of an environmental battle that highlights and explains how we not only got past overwhelming funding issues, but also the Catch-22 situations we got into along the way. These were the No-Win situations that seemed impossible to overcome. At least six times (the six Catch-22s as described in this newsletter), we thought we were finished, out of luck, defeated.

But after each disappointment and a short period of regrouping, we rallied. We had the help of the homeowners in the project areas and the incredible CSD Board of Directors and Managers. We had the help of Santa Barbara County Environmental Health Services, the Board of Supervisors in both Santa Barbara and Ventura counties and other officials, the Regional Water Quality Control Board, the State Water Resources Control Board, our Assemblyperson(s), State Senator, U.S. Representative, and the great surfers who raised money for us with surf contests.

All of this help has led to the victory we celebrate today. Sandyland, Sand Point and Padaro are already built, those septic systems are gone from the beach. When Rincon is finished, septic systems will have been removed from seven miles of Santa Barbara County's south coast.

Special thanks to CSD General Manager Craig Murray, not only for leading the charge during the past nine years to get us over the obstacles, but also for proofreading this newsletter for factual accuracy. Everyone else who helped achieve this impossible dream can take pleasure in knowing they have had a hand in leaving an important environmental legacy to Santa Barbara.

Thank you for helping.

Hillary Hauser



ABOUT THE COVER

“Rincon” is a wonderful watercolor painting by Santa Barbara artist **Peggy Oki**.

A surfer for nearly 40 years, Peggy has a deep connection with coastal and marine wildlife, and surfing is a great physical expression that combines visual and soulful experiences for Peggy. We thank her for our beautiful cover!

Thank You, Poehler-Stremel Charitable Trust!

HTO once again extends its deep thanks to the Phyllis S. Poehler/Walter E. Stremel Charitable Trust, St. Paul, Minnesota, for the funds to publish this newsletter. We thank Bill, Pam & Lily Poehler of Santa Barbara (long-time HTO supporters) for their enthusiasm – it means much to us.



Photo © by Branden Aroyan

THE RINCON PROJECT

1998 - 2013

IT ALL STARTED WITH SURFERS...

Surfers are the canaries in the coal mine of the ocean...an old, super-trite saying, but it's true. They are in the water morning, noon and night, sunup, sundown and moonrise. While doing what they love, surfers dive, wallow and swallow, snort, gulp down, swig, inhale, ingest, drink and eat the ocean. If something is wrong with the ocean, they're the first to know because their bodies tell them.

Surfers around the world love Rincon. "The Queen of the Coast," as Rincon is called, is rated at 24 in the book "100 Best Surf Spots in the World." Rincon means "Corner," which aptly describes Rincon Point, where the waves wrap around and peel off to the right in a perfect, pleated ripple of little and big waves that never end. On a big (or significant-enough) swell, a surfer can take off at the top of the Point (Indicator), carve past Rivermouth, where Rincon Creek provides the line between Santa Barbara and Ventura counties, then zigzag past surfers, body-boarders, and other people in the tamer waves of the Cove and slide all the way to the rocks of the 101 Freeway.

In 1998, Rincon "Regulars" started yelling for help. They said they were getting sick after surfing at Rincon, and described rashes, eyes, ears, nose



Lakey Peterson at Rincon

Photo © by Branden Aroyan

and throat infections. They said they were sure it's because they were swimming in the septic system runoff from the houses on Rincon Point.

We learned there was a group called **CURE** (Clean Up Rincon Effluent) –

Wayne Babcock, "Smitty" (Joel Smith) and Doug DeFirmian – who had collected a slew of names on a petition to Santa Barbara County to do something about the septic pollution at Rincon. They were planning a protest, maybe a riot.

The first thing HTO did after forming in 1998 was to see what the surfers were talking about. We raised \$60,000 to pay for a joint Santa Barbara County Environmental Health Services/Heal the Ocean DNA study of the Rincon Lagoon, and it turned out that the bacterial pollution in the Lagoon, which is lined with houses and which feeds the "Rivermouth" point break, was 20% human/fecal.

HTO started to meet with homeowners in the Rincon community, as well as the neighboring communities up the coast. We found they were not villains, as some surfers were thinking, but were actually desperate to get out of their situation.

Septic systems that are bad for the environment are super-bad inside the house – you can't use plumbing, you don't do the dishes

THE CATCH-22s OF THE RINCON PROJECT

(With thanks to Wikipedia for help in describing a definition that defies definition.)

"**Catch-22**" is the name of a satirical World War II novel by American author Joseph Heller. The phrase "**Catch-22**" is described as "a problematic situation for which the only solution is denied by a circumstance inherent in the problem or by a rule." Resulting from its specific use in the book, the phrase "**Catch-22**" is common idiomatic usage meaning "a no-win situation" or "a double bind" of any type.

Catch-22 is a term that perfectly describes a number of significant dilemmas HTO ran into as we worked with the Carpinteria Sanitary District to get the Rincon Septic to Sewer Project through to completion. These double-bind processes need fixing, but how to fix them is anybody's guess.

CATCH-22 # 1

SEWERS CAUSE GROWTH

Septic to Sewer projects are contentious because bringing in public sewer may allow the building of bigger houses, subdivisions or other types of development. Limiting growth by the lack of availability of sewer service causes Septic to Sewer conversion projects to be scrutinized or challenged, despite clear benefits to water quality.

when it rains, you tell your guests not to shower, never mind the backups and odors.

A blind telephone call to the nearest wastewater facility – Carpinteria Sanitary District – got us to its then-manager, **John Miko**, who told us how sewer engineering studies are done and who did them. We called the engineering firm of Penfield & Smith, got prices and procedures, and then we organized homeowner meetings with not only Rincon, but the neighbors to the West – Sand Point, Sandyland, Padaro Lane and Beach Club Road.

Glenn Hening organized Rincon Clean Water Classic surf contests to help raise money for these sewer engineering studies, and Santa Barbara County Project Clean Water, Patagonia, and HTO Board Members and donors – and the homeowners – chipped in, too.

In the middle of all this excitement, someone said, *“What about development? When you put in sewer service, everyone builds bigger houses!”*

Everything had been moving so fast we hadn’t considered this. We were freaked! Immediately we convened a Land Use meeting with Santa Barbara City and County planning officials to discuss how best to control development with other means than wastewater methods.

At this Land Use Roundtable meeting we discussed how to control growth through zoning restrictions, perhaps changing the Local Coastal Plan (LCP) or restricting the size of pipes (water and sewer), so that development/growth could be controlled. After much discussion the answer emerged: zoning restrictions can be altered with the changes in local political representatives over the years, and once a property owner has water he is not going to be told how much to use or not use because this isn’t Russia.

As for the homes in the Rincon community, they are already built out, and in the Sandyland and Sand Point communities there could be a few possible expansions, but very little.

We breathed a sigh of relief and proceeded onward.

Oh, it all seemed so easy! We had our sewer engineering studies and were ready to roll. In August 2000, the estimate of cost for Rincon came in at \$2.9 million, and \$425,000 of that was to pay for an Environmental Impact Report (EIR). **Steve Halsted** had come forward as President of the Rincon Homeowner Association to rally the residents, and the Carpinteria Sanitary District (CSD) took a vote: 74% of the homeowners voted in favor of the project (51% needed to pass). Whee! This was fun!



Steve Halsted, leading the charge

The smiles were wiped off our faces almost immediately. Five Rincon homeowners sued to stop the project, claiming that the EIR had to be performed before the vote was taken.

Duh! Of course. Under the California Environmental Quality Act (CEQA), you have to do an Environmental Impact Report (EIR) to see if you have a viable project. You can’t collect all the money to build the project, when an EIR may prove that it shouldn’t be built.

CSD withdrew the project.

Hillary felt a little dim-witted, and way over her head in this new political world. She was also crestfallen. She sat on the beach and thought, this is impossible. Who has \$425,000 lying around to pay for the CEQA process, when it doesn’t necessarily guarantee a project?

As she was to discover during the many years of ups and downs over this issue, when things went wrong it was important to stop spinning and stressing, but to just stop and look at the clouds, play the piano, do something else. In a few days there would be energy, and new wisdom, to start again.

Before long, CSD General Manager **John Miko** called Hillary with good news. He had found a \$425,000 State grant to pay for the EIR! We were off and running again.

Except it took from March 2001 to October 2002 to get the State contract executed for the EIR funds. Hillary chased the paperwork all over the various desks it landed on at the Regional Board (San Luis Obispo) and Sacramento (State Water Resources Control Board) and finally called **Assemblywoman Hannah-Beth Jackson** for help. Hannah-Beth intervened and CSD got the contract and funds, and started up the EIR process.



Hannah-Beth Jackson, to the rescue

Then on November 18, 2002, John Miko suddenly passed away.



John Miko, gone from us 11/18/2002

This was a disaster! And so sad! Miko was a young man! Hillary looked at the clouds, played the piano (the sad Funeral March of Chopin’s B-flat minor Sonata to mourn the loss of this very cool man), and thought once again that HTO was never going to get this project off the ground.



Frederic Chopin for the tough moments

CATCH-22 # 2

CEQA INVITES HANG-UPS

The California Environmental Quality Act protects the environment with a program of strict review, and an Environmental Impact Report (EIR) is typically required for large-scale Septic to Sewer projects. Homeowners are understandably reluctant to pay for an EIR preparation up front (in the case of Rincon, \$425,000) without any assurance that the project will gain approval. Also, CEQA can be used by a single person, or a small minority, to initiate a lawsuit and stop a project altogether.

In January 2003, about two months after the death of **John Miko**, the Carpinteria Sanitary District appointed retired Montecito Sanitary District Manager **Jerry Smith** as CSD interim General Manager, and for over a year HTO and CSD chugged along on the project together with Jerry's help.

Basically, the EIR work moved forward. Under the \$435,000 State grant package, the title of the project had become the "South Coast Beach Communities Septic to Sewer Project," and ultimately, when finished, the EIR document would be comprised of many volumes encompassing everything from archaeology to vernal pools for all the areas involved.

Jerry also convened informational meetings for homeowners, and at one particular gathering at the Big Yellow House in Summerland, he was quite taken aback at some of the anger that was beginning to smolder within the Rincon group. The arguments boiled down to a couple of things, including, "What is so good about putting sewage into the ocean?"

HTO explained our position: while wastewater treatment plants treat wastewater, septic systems leaching into groundwater and out into the ocean is getting no treatment at all. Rincon is in an area of high groundwater (one Rincon owner said he could lift his septic tank lid and watch the tide rise inside). Studies were showing definitively that the tidal ocean and groundwater are connected, that when the tide goes out, groundwater is pulled with it (including septic waste if the groundwater is infiltrating the leachfield).



The Assessment District Vote: Counting...counting...are we having any fun yet?

(Surfers take note: waves are better at Rincon when the tide is coming in, for more reasons than one.)

Then in May 2004 **Craig Murray**, a surfer as well as a sanitary engineer, was hired as CSD's General Manager. His first focus was getting the EIR finalized and adopted. Four months later, in September 2004, the CSD Board of Directors held a hearing and approved the Final EIR.

In December 2004 three Rincon homeowners filed a suit, claiming the EIR was inadequate. The polarization had now become a five-alarm fire.

THE \$67,000 GAMBLE

About 2 hours before a Carpinteria Sanitary District Board meeting in February 2001, then-General Manager **John Miko** called **Hillary** to say the CSD Board was voting that evening to drop the Septic to Sewer project, because the District had spent \$67,000 in out-of-pocket expenses and Miko had been reprimanded that CSD could not legally spend ratepayer money to annex new customers.



Hillary frantically called HTO Board member **John Robinson** and asked what to do, and John told Hillary to go to the meeting and guarantee the \$67,000 payment. Hillary did just that, to the great surprise of the CSD Board. This quick action kept the project alive, but the rest of the HTO Board of Directors didn't know about HTO taking on a \$67,000 debt until they read it in the news the next morning.

Eventually the Santa Barbara County Board of Supervisors voted for the

County to take on this debt, to be paid out of the "Hannah-Beth Funds"* should the Septic to Sewer project fail to materialize. (If/when the project was voted on and funded, the \$67,000 would be paid as part of the cost of the project.)

Pshew!

* "Hannah-Beth Funds" = the \$2 million State grant for Septic to Sewer work, brought into Santa Barbara County by Hannah-Beth Jackson when she was our State Assemblywoman.

CATCH-22 # 3

RATEPAYER FUNDS CANNOT BE USED TO ANNEX NEW CUSTOMERS

A Sanitary District collects fees for wastewater collection and treatment from its existing customer base. State law requires that the rates cover the actual costs of providing service, and these funds are not to be used for other purposes, like annexing new (septic system) customers to the District. This means that if there is a CEQA challenge on a Septic to Sewer project, the Sanitary District hands are tied and cannot defend itself.

We got through the EIR lawsuit (“unintelligible,” “unripe,” said the judge). Then we needed a **\$48,000 Supplemental EIR** and since we were back at the problem of CSD not being able to spend ratepayer money to annex new customers, HTO’s lawyer, **Marco Gonzalez**, established the Conditional Loan Fund, wherein donors would pay this and all other upcoming costs CSD incurred.

Where was all this money coming from? *The homeowners!* They donated to the right of us, they donated to the left of us, they donated in front of us, with volley and thunder. They came to our Annual Galas and bought not one but two tables, and calling themselves the “Rincon Rooters,” they spent and gave to us generously, giving us our shot and shell.

Mainly, they kept their sense of humor. Insults were flying pretty high between the factions, and words like “*You liar!*” were common. Somebody who was under Federal investigation for wiretapping would come to CSD Board meetings with a tape recorder and aim it in the direction of anyone speaking – illustrating a lot of experience in capturing conversations. A picture of Hillary standing barefoot in Rincon Creek was published in the New York Times and the comments flew on an oppositionist website: “*If she thinks it’s so polluted, why is she standing in it?*”



Hillary Hauser, *New York Times* Sept. 25, 2007

While all this was going on, Sandyland and Sand Point were basically unable to do anything. With everyone bound under one project, all the votes couldn’t be taken until the mess in Rincon was cleared up.

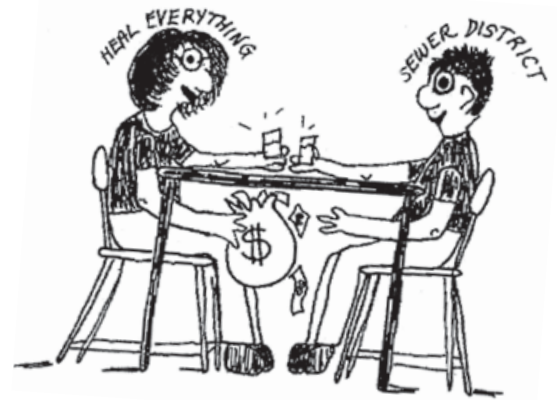
Finally, in October 2007, everything was set for the Assessment District Vote for all the homeowners – Rincon, Sandyland and Sand Point. The Total For: 65.6%; Total Against, 34.4%. In Rincon, the margin was narrower, and instantly lawyers were hired. Newspapers began publishing surreal photos of ballot-counting, wherein multitudinous attorneys examined a ballot and each other at the same time, using everything but a Sherlock Holmes magnifying glass and sniffing dogs.

CATCH-22 # 4

HOMEOWNERS HELD HOSTAGE WHEN THERE’S A FIGHT

When a fight breaks out over a Septic to Sewer project, none of the homeowners can proceed with the project until the fight is settled – even if the majority of homeowners want the project. In a case where more than one homeowner association is involved in a project covered by one EIR (grouping saves money), all the associations are held hostage to one association in which an internal dispute is taking place.

THE CARTOON WARS



At various points in the heat of the Rincon battle, a number of cartoons showed up in everyone’s mailbox within the Rincon community, including these two classics: 1) “Heal Everything” Executive Director Hillary Hauser (note hair and glasses) passing a bag of money under the table to Carpinteria Sanitary District and, 2) another showing Hillary in bed with CSD and LAFCO. An outraged supporter sent these cartoons to us at the HTO office with the question, “Aren’t you offended?”

“I think they got the hair about right,” Hillary said, “but LAFCO? In bed with LAFCO? I want to strangle them!”



In bed together

As if to prove a point about the state of Hillary’s hair (and other physical features), the *Santa Barbara Independent* published at about this same time an issue featuring various locals in caricature, and the caricature of Hillary made those Rincon cartoons look like Raphael paintings.



Rincon's Wild Ride

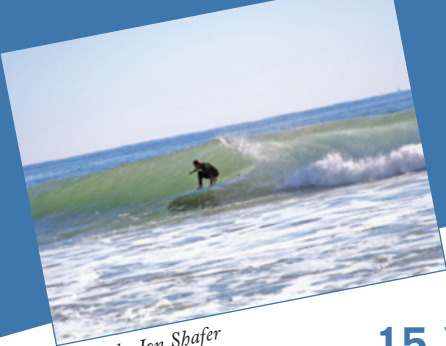


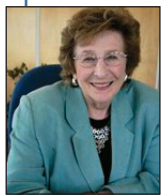
Photo by Jon Shafer

15 YEARS OF RIDING THE WILD POLITICAL SURF

PRE-AUGUST 1998: CURE (Clean Up Rincon Effluent) circulates petition among surfers complaining about getting sick after surfing at the Rincon, to present to SB County. Surfboard shaper Clyde Beatty asks Hillary Hauser to help by publicizing.



AUGUST 1998: Heal the Ocean forms. (Co-founders Hillary Hauser and Jeff Young make announcement on steps of County Administration Building, during a public protest over polluted beaches.)



OCTOBER 1998: HTO initiates DNA testing of Rincon Lagoon, gets Santa Barbara County Environmental Health Services (EHS) to collaborate (HTO funds \$23,500 lab work; EHS pays \$12,500 and performs in-field collection). Results show human fecal bacteria in the lagoon.

1998

1999

2000

2001

2002

2003

2004

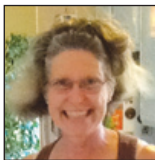
2005



NOVEMBER 1998-FEBRUARY 1999: HTO coordinates homeowner association meetings to explain hookup process to Carpinteria Sanitary District (CSD), introduces Septic to Sewer concept to Sandyland, Sand Point Road, Rincon, Padaro Lane and Beach Club Road, a total of 175 homes.



MARCH 1999: HTO writes \$9,000 check for sewer engineering study for Rincon; paid for by surfers of the Rincon Clean Water Classic (organized by Glenn Hening), CURE, Surfrider, Santa Barbara County's Project Clean Water, the Rincon homeowner association, and HTO. Funding help comes from Patagonia.



AUGUST 1999: Assemblywoman Hannah-Beth Jackson tours Rincon, goes back to Sacramento and authors Assembly Bill 885 to regulate septic systems throughout California, and secures \$2 million grant for S.B. County to combat septic system pollution problems, to be administered by County EHS.



AUGUST 2000: Estimate of cost for sewer comes in at \$2.9 million, Rincon homeowners vote to levy their homes; 74% vote in favor of the project (51% needed to pass). Total price includes \$425,000 for the Environmental Impact Report (EIR) required for the project.

AUGUST 2000: Five Rincon homeowners sue to stop the project claiming EIR has to be performed before vote is taken. "Catch 22" emerges: such projects can't be done without EIR, yet there are no funds for an EIR until homes are levied.

SEPTEMBER 2000: CSD withdraws project. CSD manager John Miko locates state grant source for \$425,000 EIR. HTO agrees to help lobby for EIR funds, the project is off and running again.



SEPTEMBER 2001: "South Coast Beach Communities Septic to Sewer" EIR grant is awarded by State Water Board as "number one priority." CSD begins work on formal project proposal, which includes timeline for hiring of engineers and more exact cost estimates for each phase of the study.

FEBRUARY 2002: Formal project proposal is submitted to State Water Resources Control Board.

MAY 2002: HTO learns Rincon project is at the bottom of the list for processing into an actual contract; out of 60 grant applications, only 3 have been completed in 9 months. HTO contacts Assemblywoman Jackson for help; Jackson immediately writes SWRCB asking Rincon contract processing to be placed at top of list; SWRCB immediately begins paperwork.

JULY 2002: "Final Scope of Work and Budget" is completed in Sacramento, paperwork goes back to RWQCB. HTO lobbies RWQCB to get documents moving to the state Contracts Office.

OCTOBER 2002: Contract received by CSD, signed, returned to State; more delay in the midst of State budget deficit crisis. HTO again contacts Assemblywoman Jackson, who again intervenes.

NOVEMBER 18, 2002: John Miko passes away suddenly, leaving the Rincon project in limbo.

JANUARY 5, 2003: Jerry Smith, retired general manager of the Montecito Sanitary District, is appointed interim general manager of CSD.

JANUARY 21, 2003: EIR work begins for Rincon, Sandyland, Sand Point, Padaro Lane and Beach Club Road projects.



MARCH 2004: CSD certifies EIR.

SEPTEMBER 2004: CSD Board approves (multi-volume) Final EIR.

MAY 2004: CSD hires new manager, Craig Murray.

DECEMBER 2004: Three Rincon homeowners file suit claiming EIR inadequate and alleging Brown Act violations. HTO hires Marco Gonzalez of Coast Law Group, HTO forms Indemnity Fund to pay CSD's legal expenses, with fund financed by homeowners in the sewer project areas, as well as HTO board members, singer Jack Johnson, surfers of the Rincon Clean Water Classic, and other supporters.

FEBRUARY 2005: Santa Barbara superior court throws out oppositions' complaint as "unintelligible." Complaint is revised and re-filed.

MAY 2005: Opposition's revised lawsuit is thrown out of court as "unripe," because no sewer project has been approved by CSD.

JUNE 2005: HTO establishes \$48K Supplemental EIR fund, to have additional planning work done on Rincon portion of project before CSD approves project.

OCTOBER 2005: Regional Water Quality Control Board (RWQCB) passes Resolution supporting sewer project. Updated engineering starts on all communities in project (paid for by Santa Barbara County, which also funds annexation and assessment engineering).



Photo by Branden Aroyan

JULY 2006: Supplemental EIR (SEIR) work completed on Rincon part of project; 30-day public circulation begins.

SEPTEMBER 19, 2006: CSD approval of the SEIR.

OCTOBER 2006: Assessment & Annexation engineering begins for all communities within project.

AUGUST 2, 2007: SB Local Agency Formation Commission (LAFCO) unanimously approves South Coast Annexation to CSD, opens Protest period.

AUGUST 24, 2007: 45-day Protest period begins for homeowners within project areas.

SEPTEMBER 4, 2007: Project awarded \$2.1 million Clean Beaches Initiative (CBI) grant. Opponents claim at State Board hearing, Sacramento, that Rincon is clean already. HTO flies to Sacramento to successfully defend the grant, which will reduce homeowner cost by 25%.

OCTOBER 9, 2007: LAFCO protest hearing held in Carpinteria City Hall.

OCTOBER 16, 2007: Assessment District vote announced: Total For: 65.6%; Total Against, 34.4% (Rincon, Total For, 56.9%; Total Against, 43.1%); 90% of all properties voted. Legal challenges to ballots are submitted. Protests by Opposition lawyers re: signatures, votes from Trusts, etc., follow on 10/19/2007.

APRIL 22, 2008: CSD runs Mail-In ballot confirmation election for Annexation. HTO hires Santa Monica elections lawyer Fred Woocher to help sort out possible illegal registration/voting. Final vote is 73-59 in favor of Annexation; this tally does not include 19 ballots (on Ventura side of Rincon) challenged by HTO.

MAY 9, 2008: Ventura County Superior Court Judge rules on 19 challenges (all against annexation), allows 7 votes to stand, discounts 12 votes, Final vote is 85-66 For.

JUNE 12, 2008: A group of Rincon residents on Ventura County side file lawsuit, entering challenges against a list of "For" votes.

JULY, 2008: Case goes to trial in Ventura Superior Court, the "for" side wins, both sides settle, the South Coast Beach Communities Septic to Sewer project is free to move forward again.

EARLY MARCH, 2009: Project funding complete through owner up-front assessment payment and successful municipal bond sale. CSD project team formed to carry out project.

MARCH 2010: Caltrans denies Rincon permit for best alignment.

FEBRUARY 2012: HTO learns from CSD that Caltrans is holding up Rincon permit. HTO contacts Hannah-Beth Jackson, who contacts Assemblyman Das Williams, who makes a site visit to the Rincon area with CSD Manager Craig Murray and HTO, and Assemblyman Williams convinces Caltrans to OK the permit.

APRIL 2012: Caltrans permit OK'd. Construction starts on Sandyland and Sand Point communities, finished by May 11, 2012. Including Padaro Lane, over 80 septic systems are now removed from nearly 7 miles of SB county coastline.

MAY 2012: Update of archaeological report for Rincon.

MAY 2012: Rincon Engineering, a machining and sheet metal fabrication company just north of Rincon community of homes, goes off septic, hooks to sewer.

JUNE 19, 2012: AB 885 regulations covering septic systems in California are approved by the State Water Board.

OCTOBER 2012: HTO learns the Ventura County Zoning Dept. wants zoning violations corrected before further construction is allowed – including sewer. HTO contacts Ventura 1st District Supervisor Steve Bennett to ask him to move things along. Bennett agrees & Ventura Zoning Dept. agrees.

FALL – WINTER 2012: Continued collection of public easements from Rincon homeowners (only 1/2 had been collected as of October 16, 2012); CSD seeks final OK from Caltrans on a few permitting details.



2006

2007

2008

2009

2010

2011

2012

2013

NOVEMBER 1, 2007: LAFCO voids results of October 9, 2007 protest period due to improper noticing in the media and schedules another protest vote & hearing for December 3, 2007.

DECEMBER 7, 2007: RWQCB passes Resolution of Appreciation for the South Coast Beach Communities Septic to Sewer Project Proponents, including HTO, Surfers of the Rincon Clean Water Classic, CURE, Surfrider Foundation, SB County Project Clean Water, and the Rincon Homeowners Association.

JANUARY 11, 2008: Results of December 3, 2007 protest vote announced. Greater than 25% of registered voters within proposed annexation area voted No to annexation, (36%), requiring a confirmation election. 51% of registered voters within annexation area must now vote in favor of annexation for project, a voting process run by CSD.

MARCH 25, 2009: Fred Woocher invoice comes to HTO for \$215K. HTO directors travel to Santa Monica to negotiate the fee to \$149,800, payable over 2 years. HTO sets up a successful 2-year Restricted Gift Agreement program with all homeowners in project to make tax-deductible donations to HTO over the 2 years, to pay the legal invoice.

AUGUST 2009: CSD begins final design engineering of project.

DECEMBER 2009: CSD Encroachment Permit Application repackaged and resubmitted to Caltrans.

DECEMBER 12, 2012: After testimony from CSD's Craig Murray and HTO supporter (and now HTO director) Heather Hudson, County P&D approves Rincon project.

JANUARY 28, 2013: After delays in communication between SB County departments, HTO asks SB County 1st District Supervisor Salud Carbajal for a roundtable meeting of heads of County Parks, General Services and various P&D officials to sort out the last kinks holding up sewer construction bidding process. One holdup is funding for the hookup of public restrooms in the upper Rincon parking lot, a County park area. HTO suggests funding from the "Hannah-Beth Septic to Sewer funds" established at EHS in 1999 (see August 1999 entry, above).

FEBRUARY, 2013: County EHS agrees to provide funds for annexation of restrooms; Cal Trans approves final permitting details.

MAY 2013: Construction projects advertised for bids.

JULY/AUGUST 2013: CSD awards the building of the Rincon project to Tierra Contracting and Travis Agricultural Construction.

SEPTEMBER 2013: 15 YEARS AFTER WE STARTED – CONSTRUCTION BEGINS ON THE RINCON PORTION OF THE SOUTH COAST BEACH COMMUNITIES SEPTIC TO SEWER PROJECT!



About a month before the Assessment District Vote went through in October 2007, wherein the homeowners in Rincon, Sandyland, and Sand Point voted to pay for public sewer, a terrible situation was evolving with a Santa Barbara County agency whose job it is to finalize formal Annexation of properties into new districts, Sanitary or Otherwise.

The Local Agency Formation Commission's (LAFCO) job is to oversee and approve governmental boundary changes – in this case annexation of over 100 residential parcels into the Carpinteria Sanitary District's service area boundary.

On October 9, 2007, we all piled into the LAFCO protest hearing in Carpinteria City Hall to hear the results. Hillary was accompanied by world-famed surfer **Shaun Tomson**, who came to support the project.

In Carpinteria City Hall, it was announced by LAFCO that there were not enough protests filed to void the Annexation action, which meant that the project was free to proceed.

A few days later, the LAFCO Executive Director called Hillary in her office to announce that he had forgotten about the Ventura side of the Rincon project, had therefore failed to publish public notices in the Ventura papers, and that due to "improper noticing" in the media he had singularly chosen to void the Protest Vote. He was rather complacent about it. "We just run another Protest Vote," he said. "No big deal."

Hillary nearly fell off her chair. "You do...not...know...what...you...have...done...to...us!" she said. "This is not a No big deal! AGGGGGH!"

With another Protest deadline of December 3, 2007, the opposition knew, as we knew, that if greater than 25% of registered voters within the proposed Annexation area protested the Annexation, a Confirmation election would be required. And that in a Confirmation election, a full 51% of registered voters within the Annexation area would have to vote in favor of Annexation for the boundary change to be finalized and recorded.

No big deal? Yah, sure.

In January 2008, the results of the December 3, 2007 Protest Vote were announced, and as we expected, more than 25% of registered voters within the annexation area protested the Annexation. A confirmation election was now required, with a full 51% of registered voters to say Yes.

No big deal!

CSD was then required to conduct a Mail-In ballot Confirmation election for Annexation. (This required some No Big Deal money for

them.) **Dan Emmett**, who was and is one of the Rincon Project's biggest supporters and activist as well as Rincon Rooter and HTO huge backer – said Whoa, we need an Elections Lawyer! Dan knew an excellent lawyer not far from his office in Santa Monica – **Fred Woocher** – and put HTO in touch with him.



Hillary & Shaun Tomson at LAFCO protest hearing

Knowing we were in for a ("no big deal!") fight that would be costly, HTO's lawyer **Marco Gonzalez** of Coast Law Group, who had put together the Conditional Loan Fund whereby HTO paid CSD's legal and SEIR bills (now over \$100,000 total), now put together a Restricted Gift Agreement program wherein HTO would pay Fred Woocher's legal bill for the Confirmation Vote fight.

The LAFCO Confirmation Vote challenge turned into the Sport of Kings.

Everyone who voted in the LAFCO Protest Vote had to show up in Ventura Superior Court (if they had been successfully hunted down and subpoenaed) and prove where he or she was registered. The hunt for witnesses – the subpoena process – was surreal. **Fred Woocher** himself went to one Los Angeles apartment unannounced and served a subpoena to a young man who had voted from a Rincon address and the young man told Fred, "My parents made me do it!" One Opposition address had put in 14 No votes and that needed challenging because we were certain 14 registered voters didn't live in one house.

The case in Ventura Superior Court was excruciating. "Where do you live?" "Please show us your driver's license." "What does your dog eat for dinner?" One ultra-refined couple was so grilled and drilled that Hillary left the courthouse in tears.

Ultimately, a terribly odd realization emerged from this whole exercise: Many homes in Rincon are second (vacation) homes, so legitimate homeowners wanting to upgrade plumbing on their properties could not legally vote on their properties because they weren't registered to vote there! Something seems wrong with this picture, but that's the way it is.

In any case, Fred Woocher won the case for us. Heal the Ocean did not even have to put up our side of the case when the obvious was revealed. We had won. The annexation was finalized and recorded.

It was over.

Or so we thought.



Fred Woocher

CATCH-22 # 5

LAFCO PROTEST VOTE NEEDS FIXING

Before an Annexation proceeding can be finalized through the Local Agency Formation Commission (LAFCO), a Protest Vote is held under certain circumstances. A voter can only cast his/her ballot in a Protest Vote if the property involved is his/her main residence, where he or she is registered to vote. Therefore, people with vacation homes can't generally vote on a project that directly affects their property.

This one was really scary.

In 2005 CSD received conceptual approval from Caltrans for a pipeline alignment within the US 101 corridor between Rincon Point and the Highway 150 onramp (Alignment #4). “Looks good,” Caltrans said. Although this type of longitudinal encroachment is not generally allowed, due to topographic and other serious constraints, this was considered the only feasible alignment not threatened by future bluff erosion or other geologic hazards or affecting wetland areas (Alignments 1-3).

On the basis of the tentative OK by Caltrans District 5 staff for Alignment #4, CSD proceeded with engineering design and additional environmental review – actual permit approval could not be granted without fully engineered plans – and in 2010, CSD submitted a formal application to Caltrans for an encroachment permit for Alignment #4.

Now that we needed to proceed, in February 2012, Caltrans gave a flat-out NO, with one of the Caltrans staffers saying he would “*mud wrestle (the issue) all the way to the Governor’s office*” before approving the encroachment.



Thank you, Hannah-Beth!
Thank you, Das!

HTO began to call the District 5 office once a week begging for mercy while CSD continued to push forward any way possible. Caltrans suggested an



alternative alignment up Rincon Hill Road and around onto Casitas Pass Road (Alignment #5), which HTO coined the “Mammoth Mountain Route.” CSD undertook an engineering feasibility study to prove the #5 alignment was illogical and infinitely more costly. (The project would have been dead because the cost would have pushed the construction budget far beyond what the Rincon homeowners had voted to fund in 2009.)

Getting nowhere, CSD engaged an advocacy firm in Sacramento, and HTO petitioned

Hannah-Beth Jackson for help. (At the time, Hannah-Beth was helping HTO as a private consultant following her term in the California State Assembly.) Hannah-Beth organized a project site visit by newly-elected State Assemblyman Das Williams, and after seeing the situation firsthand, Das Williams convinced the Director of Caltrans that the regional importance of this project warranted an exception to their hard and fast rule. In March 2011, CSD received a letter formally approving the Caltrans permit for the preferred Alignment #4 and the project was back on track again.

THE COUNTY CUISINART

Following Caltrans approval, the Rincon project then fell into the mish-mash of permitting issues from various County agencies (“What color is the pump station,” “Who’s paying for the hookup of the upper Rincon parking lot restrooms?” and so forth.) With communications between departments going along at less than a snail’s pace, HTO called 1st District Supervisor Salud Carbajal for help, i.e., “**HELP!**”

Supervisor Carbajal immediately called a roundtable meeting in which CSD Manager Craig Murray gave the group his laundry list of permitting needs, and all department heads agreed on who should do what, right away. Most notably, Environmental Health Services agreed to use “Hannah-Beth Funds” for the hookup of the upper parking lot restrooms. *Thank you EHS!* This swift action on Salud’s part pushed the Rincon project toward the CSD construction bidding process, and now the end of our troubles was really, truly in sight.



Thank you, Salud!

CATCH-22 # 6

BACKWARD PERMITTING TIMELINE

Caltrans cannot approve a permit before a project reaches final design, a final design cannot be done until there is a project for sure, and there is no project for sure until the homeowners have voted and funded it.

THE END OF THE STORY

Finally, we finally reached, finally, the day when finally the Carpinteria Sanitary District Board could finally and officially put out a call for construction bids, finally.

The day before the CSD Board hearing where the directors would consider a resolution to initiate the construction bidding process, a young woman came into the HTO office with handmade soaps, each wrapped with brown paper stamped with the name of different Santa Barbara beaches. She was starting a business, and thought we might be interested in them for party favors or something.

We pounced on the soap with a wrapper stamped "RINCON," and immediately ordered one for each CSD board member, a little parting thank you gift.

At the CSD Board hearing Hillary gave the CSD directors a brief comic history of what we'd been through together, then presented them with the soaps and announced their meaning: *"Finally, you can wash your hands of us!"*



Hillary gives soaps and thanks to the CSD Board, July 2013

The CSD Board eventually awarded construction contracts for the Rincon Septic to Sewer project to two contractors:

- 1) Tierra Contracting, to build the system Outside Rincon Gates; and
- 2) Travis Agricultural Construction, to build the system Inside Rincon Gates (the community).

Finally! The End!



OUR GENERALISSIMOS – THE CSD MANAGERS



John Miko, CSD General Manager until his passing November 18, 2002



Jerry Smith, CSD Interim Manager January 2003 – May 2004



Craig Murray, May 2004 to present

There are many Sanitary Districts that would never put up with the massive tangle and wrangle of the Rincon Septic to Sewer project. For sticking with us through thick and thin, Heal the Ocean gives eternal thanks to CSD General Managers Craig Murray, John Miko and Jerry Smith. We also have infinite gratitude for the CSD Board of Directors Jeff Moorhouse, Lin Graf, Mike Modugno, Michael Damron, Gerald Velasco, as well as past directors Pat Horwitz and Doug Treloar. We also thank CSD lawyer Tony Trembley, who put up with his fair share of insults. Craig Murray? You are our hero to the end of time. Love, Heal the Ocean.

ACTION...A PROJECT OF THE PEOPLE

Since the beginnings of Heal the Ocean, we have always emphasized the fact that our organization is a Citizens' Action Group. The success of the Rincon Septic to Sewer project is the work of citizens – a Project of the People. This photo montage is our HTO quilt, so to speak, illustrating just a part of a huge, seamless team of citizens that made it all happen.



A SALUTE TO THE HOMEOWNERS OF THE SOUTH COAST BEACH COMMUNITIES SEPTIC TO SEWER PROJECT

(and HTO supporters who helped fund contractual parts of this epic campaign)

There are not words enough to thank all you homeowners in Rincon, Sandyland, Sand Point and Padaro Lane – and our wonderful HTO supporters who participated in Heal the Ocean's Conditional Gift/Loan Program, as well as HTO's \$48K Supplemental EIR Fund, and finally HTO's Restricted Gift Agreement program to pay legal fees and costs associated with getting the South Coast Beach Communities Septic to Sewer Project paid for and finished. You came to our Annual Galas and bought big tables. You cheered us on. You also paid for building the sewer project itself. Your generosity is breathtaking. Santa Barbara County will always thank you, the State of California will always thank you, and we will always thank you. We hope you will take satisfaction in knowing the gift you have given your children and your children's children is a gift forever.



Some of the fabulous "Rincon Rooters" at one of HTO's Annual Galas

A SALUTE TO THE HEAL THE OCEAN BOARD(S) OF DIRECTORS

A project that takes 15 years to accomplish means rough oceans and many people at the oars. Heal the Ocean has had stellar people on its Board of Directors, all of whom spent much time figuring out what to do at each step about the mammoth, thorny environmental project/problem of the septic systems at Rincon. There is no way we would be celebrating any victory without the help of the following Directors, past and present, some short-lived, some always with us, all of them forever invaluable – and all of them a very big part of the legacy that Heal the Ocean leaves to the ocean along the Santa Barbara South County coastline.

PRESENT: Francesca Cava, Jean-Michel Cousteau*, Hillary Hauser*,
Heather Hudson, Thomas Dabney, Françoise Park*, Sam Scranton.

**From the beginning, and still going...*

PAST (at various times): Sally Bromfield, Ned Doubleday, Graham Farrar, Steve Halsted,
Stan Harfenist, Dick Lamb, Laura Lodato, Mike Lodato, Richard Monk, Ron Pulice,
John Robinson, Kelly Smith, Charles Vinick, Jonathan Wygant, Jana Young, Jeff Young.



Thank you, one and all!

HTO'S LEGACY TO SANTA BARBARA COUNTY



After 15 years of work, Heal the Ocean is proud to leave to Santa Barbara County seven miles of septic-free coastline. The Google maps on this page illustrate our areas of work, where 130 homes are now without septic leachfields intercepting groundwater, the Carpinteria Salt Marsh or the beach.

It's been a long haul, this work, and all of us at HTO are proud to have accomplished it for the ocean we all love, and we thank everyone who helped us.



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Photo © Morgan Maassen



Carpinteria Sanitary District

Board of Directors Meeting
General Manager's Status Report

TO: Board of Directors

FROM: Craig Murray, P.E. – General Manager

SUBJECT: General Manager's Status Report

DATE: June 18, 2024

Staffing Updates. The District will begin the search for a Collection System Supervisor following notice that Tim Gallup will be resigning from the District effective June 28th. As previously reported, Chris Lewsadder will be joining the team as Grade 4 Treatment Operator and will start on June 24th.

Manhole Raising Project. Sam Hill & Sons completed the manhole raising work in Toro Canyon Road and Via Real. This work went smoothly and was well coordinated with County Public Works staff.

Belt Press Replacement Project. MKN completed and delivered 90% plans and specifications for this project. Staff is completing an internal review and we plan to have a wrap up meeting before finalizing the package and advertising for public bids.

Operations Update

System operations updates are as follows:

- The treatment plant is operating in full compliance with our NPDES permit.
- The collection system is functioning well with no SSOs reported during the period.
- Collections staff have been focused manhole repairs throughout the District. Mortar application and other minor work that can be done in-house was identified through review of manhole inspection records.
- Operations staff have been painting equipment and other treatment plant components over the past several weeks.
- Operations staff have resumed maintenance and monitoring of the remote lift stations, freeing up resources for collection system operators to focus on pipeline and manhole condition assessment.
- New chemical dosing pumps were delivered and will be installed and programmed for the sodium bisulfite dechlorination feed system.
- Several staff members will be attending the CWEA Tri-Counties Section June Workshop in Los Osos on June 20th.



Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

FROM: Craig Murray, P.E. - General Manager

SUBJECT: **Resolution No. R-371**
Sewer Service Charges on Assessor Rolls – Public Hearing

DATE: June 18, 2024

REQUESTED ACTION: Staff is requesting Board adoption of Resolution No. R-371. This resolution orders the filing with the County Auditor of the sewer service charges report for fiscal year 2024/25 to be placed on and collected by means of the County Tax Rolls.

BACKGROUND INFORMATION: The Board has set the hearing date of June 18, 2024 for placing the sewer service charges on the tax rolls and authorized publication of the required notices. The next step for the District is to place these charges on the Assessor's Rolls. Publication of notice of the hearing was done two times as per Government Code Section 6066, and direct mailing to all newly connected customers has been completed as required by law. The hearing draft of the Sewer Service Charge report listing every property and associated fee was prepared and available on June 1, 2024. This report includes the total sewer service charge fee for each parcel for FY 2024/25.

Beginning in FY 2006/2007, the District began collecting sewer service charges for three individual parcels that comprise the Carpinteria State Beach Park directly from the State of California. The total SSC to be collected from this user in FY 2024/2025 is \$57,021.33.

STAFF COMMENTS: The procedure to receive public comment or protest includes a formal hearing. For clarity, staff has included a hearing procedure to be used as desired by the Board (See Attachment A). The purpose of this hearing is to give the public the opportunity to comment or protest the filing of the report, which places sewer service charges on the tax rolls for collection through property tax bills. Technically, this is not a meeting for public complaint on the amount of the fees or to request reduction of the charges. The Board can, however, entertain either of these matters at its discretion.

Additionally, this report includes the following Attachments for reference:

Attachment B: Resolution R-371 – A Resolution Enabling the District to Place the Sewer Service Charges on the FY 2024/25 Tax Roll.

Attachment C: Proof of Publication / Notice of Hearing

Attachment D: New Connections in FY 2023/2024

Attachment E: SSC Summary Report

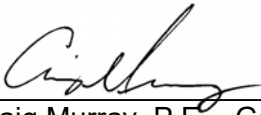
PROTEST PROVISIONS. The District provides public sewer service to 4,522 parcels. Therefore, written protest from 2,261 parcels is required to achieve a majority protest. Further details may be found on the procedure text.

RECOMMENDATION: Staff recommends that the Board President conduct the protest hearing following the attached procedure and that the Board adopt Resolution No. R-371, thereby placing the sewer service charges on the FY 2024/25 Counties Assessor's Rolls.

SUGGESTED MOTION: I move that the Board adopt Resolution No. R-371, ordering the filing with both Santa Barbara and Ventura County Auditor a report of sewer service charges for FY 2024/25 to be placed on and collected by the Counties Assessor's Rolls.

M _____ S _____

Ayes: _____ Nays: _____ Abstentions: _____

Prepared By:  _____
Craig Murray, P.E. - General Manager

**HEARING PROCEDURE
FOR PLACING SEWER CHARGES ON THE ASSESSOR ROLLS PUBLIC HEARING**

1. President opens hearing on placement of SSCs on the County tax rolls for FY 2024/25.
2. Board Clerk calls roll to verify 2/3 quorum requirement (4 of 5 directors present).
3. General Manager files Notice of Hearing and Proof of Publication with Board Secretary.
4. President calls for any protests from the public. Individuals must identify themselves and indicate parcel(s) for which protest is being made.
5. General Manager tallies written and oral protests received.
6. If there is a majority protest, SSCs cannot be placed on tax rolls.
7. If there is not a majority protest, President closes public hearing and action can be taken on Resolution ordering placement of SSCs on the tax roll.

RESOLUTION NO. R-371

A RESOLUTION OF THE GOVERNING BOARD OF CARPINTERIA SANITARY DISTRICT ORDERING THE FILING WITH THE COUNTY AUDITOR OF A REPORT OF SEWER SERVICE CHARGES FOR FISCAL YEAR 2024/2025 TO BE PLACED ON AND COLLECTED BY MEANS OF THE COUNTY TAX ROLL

WHEREAS, the Governing Board, via Ordinance No. 17, dated June 7, 2022, 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 for said fiscal year in the County of Santa Barbara and County of Ventura; and

WHEREAS, all charges and assessments are in compliance with California Proposition 218; and

WHEREAS, pursuant to Section 5473.1 of the Health and Safety Code and Resolution No. R-369, dated May 7, 2024, a hearing on said report was set for 5:30 p.m. on the 18th day of June 2024 at the administrative office at 5300 Sixth Street, Carpinteria, California; and

WHEREAS, Health and Safety Code 5471(a) authorizes the Sewer Service Charges; and

WHEREAS, Health and Safety Code 5471(a) authorizes the District to levy Sewer Service Charges and the basis for such charges is set forth in District Ordinance No. 17 and the March 2022 “Wastewater Rates and Fees Study Report” prepared by Raftelis Financial Consultants, Inc. in support thereof, all of which are incorporated by reference herein; and

WHEREAS, Health and Safety Code 5473 authorizes the Sewer Service Charge to be included on the tax roll; and

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

WHEREAS, at said hearing the Governing Board of Carpinteria Sanitary District heard and considered all objections or protests 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 Secretary of this Governing Board and of this District shall, on or before the 1st day

of August 2026 file or cause to be filed with the Auditor of the County of Santa Barbara and County of Ventura a copy of said report, together with the statement endorsed thereon that said written report has been adopted by the Governing Board of the Carpinteria 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 and County of Ventura, 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 immediately preceding date of levy; and
6. The District will defend, indemnify and hold harmless the County of Santa Barbara and County of Ventura from any challenge to placement of the sewer service charges on the assessment roll.
7. That the hearing is hereby concluded.

PASSED AND ADOPTED by the Governing Board of the Carpinteria Sanitary District on the 18th day of June 2024 by the following vote to wit:

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

Resolution No. R-371 was thereupon declared, carried, and adopted.

Dated this 18th day of June 2024.

We certify that the above is a true and correct copy of Resolution No. R-371, adopted by the Board of Directors of the Carpinteria Sanitary District on June 18, 2024.

APPROVED:

Mike Damron
President, Board of Directors

ATTEST:

Debbie Murphy
Secretary, Board of Directors

Coastal View News

CARPINTERIA'S PLACE FOR NEWS

In the matter of: **Carpinteria Sanitary District**

NOTICE OF PUBLIC HEARING

PROOF OF PUBLICATION

State of California
County of Santa Barbara

I am a citizen of the United States; I am over the age of eighteen years, and not a party to or interested in the above entitled matter.

I am the Publisher of the Carpinteria-Summerland Coastal View, a newspaper of general circulation, printed and published weekly in the County of Santa Barbara, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Santa Barbara, State of California, under date of November 17, 1995, Case Number 210046, that the notice herein mentioned was set in type not smaller than nonpareil, describing in general terms the purport and character of the notice to be given; that the notice, of which annexed is a printed copy, has been published in each regular issue of said Carpinteria Summerland Coastal View on the following dates, to-wit:

May 30, 2024

I hereby certify (or declare) under penalty that the foregoing is true and correct.

Executed this 30th day of May, 2024 at Santa Barbara County.



Michael VanStry



NOTICE OF PUBLIC HEARING CARPINTERIA SANITARY DISTRICT REPORT TO COLLECT SEWER SERVICE CHARGES

NOTICE IS HEREBY GIVEN that on the date of June 18, 2024, at 5:30 p.m. at 5300 Sixth Street, Carpinteria, California, a hearing will be held on a written report on file in the office of the District, located at the above-referenced address. The report contains a description of each parcel of real property within Carpinteria Sanitary District to which sewer service is being rendered or for which an application for service has been made, and sets forth the annual charge proposed to be made for sewer services to each said parcel for the fiscal year 2024/2025.

The purpose of the hearing on the report is to enable the Governing Board of the Carpinteria Sanitary District to hear and consider all objections or protests to the election by the District to collect the sewer service charges as shown on the report on the County Tax Roll in the same manner and at the same time as general taxes.

The report is available for examination during normal business hours beginning June 1, 2024, and will remain available for examination during regular business hours at the administrative office of the District located at 5300 Sixth Street, Carpinteria, California, 93013.

Dated this 7th day of May, 2024.

Mike Damron, President
Board of Directors
Carpinteria Sanitary District

Publish: May 30, June 6, 2024

Carpinteria Sanitary District

New Connections in 2023/2024

Prepared by: Kim Garcia

	APN	Address	Name & Mailing Address	Previous # of Units	Current # of Units	Occupancy Date	Update #
1	001-170-018	5775 Carpinteria Ave	5775 Carpinteria Ave Carpinteria, CA 93013			8/21/2023	268
2	003-142-015	1387 Vallecito Place	1387 Vallecito Place Carpinteria, CA 93013	1	2	8/29/2023	269
3	003-292-023	990 Concha Loma	PO Box 4853 Santa Barbara, CA 93140	5	6	9/19/2023	270
4	005-390-051	3240 Beach Club Road	19405 Wildwood Rd Buttonwillow, CA 93206	0	1	12/14/2023	271
5	001-251-001	1286 Casitas Pass	1286 Casitas Pass Carpinteria, CA 93013	1	2	1/24/2024	272
6	005-390-020	3276 Beach Club Rd	14156 Magnolia Blvd., #102 Sherman Oaks, CA 91423	0	1	1/18/2024	273
7	003-436-003	VOID					274
8	003-193-011	1126 Vallecito Rd	1126 Vallecito Road Carpinteria, CA 93013	1	2	4/16/2024	275
9	005-260-022	VOID					276
10	005-260-023	VOID					277
11	004-012-021	5294 El Carro Lane	5294 El Carro Lane Carpinteria, CA 93013	1	2	5/2/2024	278
12	004-010-008	1485 Manzanita	1485 Manzanita Carpinteria, CA 93013	1	2	5/16/2024	279
13	005-260-023	new parcel number					280
14							281
15							282
16							283
17							284
18							285
19							286

10 18

Total New Connections

8

Carpinteria Sanitary District

SSC Summary for Fiscal Year 2024/2025

Prepared By: Kim Garcia

Use Type	No. of APNs	No. of Residential Units	Total SSC Revenue	Residential \$	Non-Residential \$
Residential	4,239	6,316	\$ 5,057,261.93	\$ 5,057,261.93	
Mixed Use	33	95	\$ 150,688.03	\$ 76,066.50	\$ 74,621.53
Non-Residential	252		\$ 1,279,127.81		\$ 1,279,127.81
Totals	4,524	6,411	\$ 6,487,077.77	\$ 5,133,328.43	\$ 1,353,749.34
				<u>79.1%</u>	<u>20.9%</u>

Residential Rates/ Year \$800.70

Non-Residential Rates Based on Water Usage

Included Above:

Santa Barbara County Tax Roll \$ 6,389,432.50

Ventura County Tax Roll \$ 38,958.48 36 Parcels

State of California \$ 57,021.33

Independent Billing	004-014-031	\$832.73	\$	57,021.33
	003-200-034	\$832.73	\$	1,665.46

Total SSC for 2024/25 \$ 6,487,077.77 2.3%



Carpinteria Sanitary District
Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

FROM: Craig Murray, P.E. - General Manager

SUBJECT: **Resolution No. R-372: Adopting the FY 2024/25 Annual Budget and Setting the Annual Appropriations Limit**

DATE: June 18, 2024

REQUESTED ACTION: That the Board review and consider adopting Resolution R-372 approving the Fiscal Year 2024/25 Budget and setting the annual appropriations limit for the Carpinteria Sanitary District.

FUNDING SOURCE: Sewer Service Charges / Property Taxes / CIP Fund / DIF Fund

BACKGROUND: Submitted for your review and adoption is the FY 2024/25 Budget for the Carpinteria Sanitary District. This budget document represents input from all departments and has been developed as a team effort. The “Budget Snapshot” page provides an overall summary of the anticipated revenues, operating expenses and capital improvement projects for the upcoming fiscal year. The transmittal letter that accompanies the budget document provides an overview of significant changes from the prior year’s budget.

In reviewing this document, the Board should keep in mind its basic purpose is to provide the District with a financial guideline for the upcoming year. Operation and maintenance cost projections were carefully calculated using the most current information available. The budget, as presented, has been reviewed by the Board Finance Committee. Input and recommendations from the Committee have been incorporated into this document.

During FY 2024/25, the District will continue implementation of the Board approved Capital Improvement Program (CIP). Resolution No. R-372 officially transfers necessary funds from the General Fund into the CIP Fund.

Section 3 of Resolution No. R-372 establishes the District’s appropriations limit for FY 2024/25. The appropriations limit represents the maximum amount that a municipality or other local governmental entity may collect from property tax revenue. Section 7902 of the Government Code establishes the procedure for calculating the appropriations limit each fiscal year. The process is basically an escalation from a baseline year (FY 1979/80) that is a function of population and per capita income within the areas served by the agency.


The District’s appropriations limit for FY 2024/25 is \$4,866,517. The projected property tax revenue for this period is \$795,000, which is well within the established limit. Resolution No. R-372 formally adopts the appropriation limits in accordance with state law.

RECOMMENDATION: Staff recommends that the Board adopt the Fiscal Year 2024/25 Budget and set the annual appropriations limit through adoption of Resolution No. R-372 as submitted (modified).

SUGGESTED MOTION: I move that the Board of Directors adopt Resolution R-372 adopting the Fiscal Year 2024/25 Budget as submitted (modified) with operating, debt service and capital expenditures totaling \$7,256,733 and setting the annual appropriations limit at \$4,866,517.

M _____ S _____

Ayes _____ Nays _____ Abstentions _____

Prepared By:  _____
Craig Murray, P.E. - General Manager

Attachments: Resolution R-372
Budget Snapshot
Appropriations Limit Calculation for FY 2024/25
Fiscal Year 2024/25 Budget (Presented Separately)

\\carpsan.local\files\Admin\Board\Staff Reports\2024\06-18-24\RESO372_Budget_Adoption.doc

RESOLUTION NO. R-372

A RESOLUTION OF THE BOARD OF DIRECTORS OF CARPINTERIA SANITARY DISTRICT ADOPTING THE FISCAL YEAR 2024/25 FINAL OPERATING AND CAPITAL IMPROVEMENT PROGRAM BUDGET FOR THE CARPINTERIA SANITARY DISTRICT AND SETTING THE ANNUAL APPROPRIATIONS LIMIT

The Board of Directors of the Carpinteria Sanitary District (“District”) does resolve as follows:

SECTION 1: FINDINGS. The Board of Directors finds and declares as follows:

- A. The Board of Directors reviewed the proposed final Operating and Capital Improvement Program (“CIP”) Budget (“Budget”) for the District for fiscal year 2024/25; and
- B. The Operating and CIP Budget are based upon appropriate estimates and financial planning for the District’s operations, debt and capital improvements; and
- C. The Board of Directors is fully informed regarding the District’s current finances, projected revenue, and financial obligations; and
- D. It is in the public interest for the Board of Directors to adopt the Budget and CIP as proposed by the General Manager.

SECTION 2: ADOPTION. The Budget and the CIP projects as incorporated by reference to this Resolution are approved and adopted subject only to the authorizations set forth below.

SECTION 3: APPROPRIATIONS LIMIT.

- A. Article XIII B of the California Constitution requires the District to set its Appropriations Limit on an annual basis.
- B. The District’s Appropriations Limit may be adjusted annually based upon inflation and population growth.
- C. The Board of Directors may choose the method of calculating adjustments to the District’s Appropriations Limit on an annual basis. For inflation, pursuant to Article XIII B, § 8(e)(2), adjustments to the Appropriations Limit may be calculated using either the percentage change in per capita personal income from the preceding year or the percentage change in the local assessment roll from the preceding year because of local nonresidential new construction. For population growth, pursuant to Government Code § 7901(b), the District may either use the percentage growth either in its jurisdiction or from the surrounding county.

- D. Pursuant to Article XIII B of the California Constitution, and those Government Code sections adopted pursuant to Article XIII B, § 8(f), the Board of Directors chooses to adjust the District's Appropriations Limit by calculating inflation using the California per capita personal income growth and calculating population growth by using the percentage change in population in Santa Barbara County.
- E. As a result of the adjustments made to the District's Appropriations Limit, the Board of Directors sets the Appropriations Limit for fiscal year 2024/25 at \$4,866,517.

SECTION 4: BUDGET APPROPRIATIONS. Based upon the Budget, the total General Fund operating budget, including transfers, is \$5,360,900. The Overall District Budget is \$7,256,733 including debt service and current year CIP projects. The General Manager, or designee, is authorized to implement the appropriations.

SECTION 5: CIP APPROPRIATIONS. Based upon the CIP, a total of \$935,000 is appropriated for capital improvement projects for fiscal year 2024/25. The General Manager, or designee, is authorized to implement the CIP.

SECTION 6: FUND OPERATING RESERVES. The General Manager, or designee, may appropriate any remaining revenues at the close of fiscal year 2024/25 into the applicable Fund operating reserve per Governmental Accounting Standards Board (GASB) Statement No. 54.

SECTION 7: BUDGET ADJUSTMENTS. The Budget may be subsequently adjusted as follows:

- A. By majority vote of the Board of Directors;
- B. By the General Manager, or designee, for all appropriation transfers between programs and appropriation units (e.g., salaries and benefits, services and supplies, and capital outlay) within programs;
- C. Objects code expenditures within appropriation units in a program are not restricted so long as funding is available in the appropriation unit as a whole.

SECTION 8: CONTRACTING AUTHORITY.

- A. The General Manager, or designee, is authorized to bid and award contracts for the equipment, supplies, and services approved in the Budget.
- B. The General Manager or designee, is authorized to execute all contracts awarded for equipment, supplies, and services approved in the Budget.
- C. For all other services, equipment, and supplies, the General Manager or designee, is authorized to execute contracts in accordance with the District's Ordinances.

SECTION 9: The Secretary is directed to certify the adoption of this Resolution; record this Resolution in the book of the District’s original resolutions; and make a minute of the adoption of the Resolution in the Board of Director’s records and the minutes of this meeting.

SECTION 10: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED, APPROVED, AND ADOPTED by the Governing Board of the Carpinteria Sanitary District on June 18, 2024, and carried by the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

Resolution No. R-372 was thereupon declared, carried, and adopted.

Dated this 18th day of June 2024.

We certify that the above is a true and correct copy of Resolution No. R-372, adopted by the Board of Directors of the Carpinteria Sanitary District on June 18, 2024.

APPROVED:

Mike Damron
President, Board of Directors

ATTEST:

Debbie Murphy
Secretary, Board of Directors

**CARPINTERIA SANITARY DISTRICT
BUDGET SNAPSHOT**

	BUDGET 2023/24	BUDGET 2024/25	BUDGET Inc/(Dec)	CHANGE %
REVENUES				
Sewer Service Charges (SSC)	6,319,122	6,487,080	167,958	2.7%
Property Taxes	750,000	795,000	45,000	6.0%
Interest Income	150,000	250,000	100,000	66.7%
Development Impact Fees (DIF)	-	-	-	0.0%
Other Fees and Income	20,000	20,000	-	0.0%
Other Sources of Cash/Grants & Dedications	20,000	215,000	195,000	975.0%
Total Gross Revenues	7,259,122	7,767,080	507,958	7.0%
EXPENSES				
Operating Expenses				
Wages	2,068,710	2,227,500	158,790	7.7%
Benefits	1,118,100	1,197,200	79,100	7.1%
General	332,700	365,100	32,400	9.7%
Environment & Monitoring	51,000	51,000	-	0.0%
Utilities	359,300	343,800	(15,500)	(4.3%)
Biosolids Disposal	135,000	165,000	30,000	22.2%
Supplies & Equipment	308,500	302,500	(6,000)	(1.9%)
Repairs & Maintenance	582,200	388,200	(194,000)	(33.3%)
Professional Services	275,400	250,000	(25,400)	(9.2%)
Other Expenses	81,000	70,600	(10,400)	(12.8%)
Total Operating Expenses	5,311,910	5,360,900	48,990	0.9%
Non-Operating Expense				
Debt Service	1,181,938	1,181,813	(125)	(0.0%)
Admin Building Financing Fund	304,658	304,021	(638)	(0.2%)
Capital Improvements - Carry Over (1)	6,102,000	2,615,000	(3,487,000)	(57.1%)
Capital Improvements	1,155,000	935,000	(745,000)	(64.5%)
Total Non-Operating Expenses (2)	2,641,596	1,895,833	(4,232,763)	(160.2%)
Total Uses of Cash	7,953,506	7,256,733		
Surplus (Deficit) for the Year	(694,384)	510,347		
Estimate Year End Cash Balance	\$10,947,802	\$11,711,048		

(1) Capital Improvements - Carry Over funds have been approved in prior years budget and therefore not calculated into the current Fiscal Year Total Non-Operating Expense

(2) Estimate Year End Cash Balance total excludes any Capital Improvements - Carry Over funds

**CARPINTERIA SANITARY DISTRICT
APPROPRIATION LIMIT**

Appropriation Limit Calculation		FY 2023/24	FY 2024/25
A	Prior Year Appropriation Limit	\$5,047,052	\$5,195,940
B	Change in Calif. Per Capita Income	1.042	0.948
C	Change in District's Population	0.9880	0.9880
C1	Change in County Population	0.976	0.9760
D	Multiplying Factor (Larger of C or C1 times B)	1.0295	0.9366
E	New Appropriation Limit	\$5,195,940	\$4,866,517
F	Property Tax Collected/ Estimate	\$750,000	\$795,000
G	Under Limit	\$4,445,940	\$4,071,517



Carpinteria Sanitary District
Board of Directors Meeting

STAFF REPORT

TO: Board of Directors
FROM: Craig Murray, P.E. - General Manager
SUBJECT: **Cash Contract No. 521 – Nimble Tree Care
Tree Pruning Services**
DATE: June 18, 2024

REQUESTED ACTION: Board approval of Cash Contract No. 521 between the Carpinteria Sanitary District and Nimble Tree Care of Carpinteria, CA.

FUNDING SOURCE: FY 2024/25 Budget – 5630-0 Grounds Maintenance

BACKGROUND: The District regularly consults with a certified arborist to review condition of the mature trees on the Administration Building parcel in order to schedule maintenance intended to maximize public safety and maintain tree health. Nimble Tree Care has provided routine tree care services for the District over the past decade and currently is recommending safety pruning of the blue gum eucalyptus trees located east of the administration building.

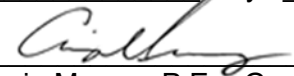
Attached is a copy of Cash Contract No. 521 which was prepared to engage Nimble Tree Care to perform those services outlined in their attached letter proposal, dated May 3, 2024. The work would be performed on a lump sum basis. Costs will not exceed \$11,100 without prior authorization from the District. The work is expected to commence sometime in July when Lou Grant School is out of session and after nesting bird season.

RECOMMENDATION: Staff recommends that the Board review and approve Cash Contract No. 521 between the Carpinteria Sanitary District and Nimble Tree Care for tree pruning services at the District Administration office location with a not to exceed amount of \$11,100.

SUGGESTED MOTION: I move that the Board approve Cash Contract No. 521 between the Carpinteria Sanitary District and Nimble Tree Care dated June 18, 2024.

M _____ S _____

Ayes: _____ Nays: _____ Abstentions: _____

Prepared By: 
Craig Murray, P.E. - General Manager

Attachments: Cash Contract No. 521

CASH CONTRACT NO. 521

TREE PRUNING SERVICES

MAINTENANCE SERVICES AGREEMENT BETWEEN THE CARPINTERIA SANITARY DISTRICT AND NIMBLE TREE CARE, INC.

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into this 18th day of June, 2024, by and between the CARPINTERIA SANITARY DISTRICT, a special district ("DISTRICT") and NIMBLE TREE CARE, INC., a California Corporation ("CONTRACTOR").

The Parties agree as follows:

1. CONSIDERATION.

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONTRACTOR and DISTRICT agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, DISTRICT agrees to pay CONTRACTOR on a lump sum basis an amount set forth in the attached Exhibit "A," which is incorporated by reference, for CONTRACTOR's services. DISTRICT will pay such amount promptly, but not later than 30 days after receiving CONTRACTOR's invoice. Payment shall not exceed \$11,100 without written authorization from the DISTRICT General Manager.

2. TERM. The term of this Agreement commences upon execution and continues until the Work in Exhibit "A" is complete. It is anticipated that the Work will be completed within 35 working days after DISTRICT issues a Notice to Proceed.

3. SCOPE OF SERVICES.

- A. CONTRACTOR will perform services listed in CONTRACTOR's proposal dated May 3, 2024, attached hereto Exhibit "A."
- B. CONTRACTOR will, in a workmanlike manner, furnish all of the labor, technical, administrative, equipment, printing, vehicles, transportation, office space and facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by DISTRICT, necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

4. PREVAILING WAGES.

- A. Pursuant to Labor Code § 1720, as specified in 8 California Code of Regulations § 16000 and set forth in DIR Decision Nos. 99-028 and 2000-091, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- B. In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from DISTRICT's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.
- C. DISTRICT directs CONTRACTOR's attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.
- D. Labor Code § 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:
 - i. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or
 - ii. When the number of apprentices in training in the area exceeds a ratio of one to five, or
 - iii. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or
 - iv. When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.
 - v. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.
 - vi. CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

- vii. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- E. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by DISTRICT, CONTRACTOR must provide copies of the records at its cost.

5. FAMILIARITY WITH WORK.

- A. By executing this Agreement, CONTRACTOR represents that CONTRACTOR has
- i. Thoroughly investigated and considered the scope of services to be performed;
 - ii. Carefully considered how the services should be performed; and
 - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONTRACTOR discover any latent or unknown conditions that may materially affect the performance of the services, CONTRACTOR will immediately inform DISTRICT of such fact and will not proceed except at CONTRACTOR's own risk until written instructions are received from DISTRICT.

6. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONTRACTOR will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability:	\$2,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement.

- B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name DISTRICT, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by DISTRICT will be excess thereto. Such insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to DISTRICT.
- C. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- D. CONTRACTOR will furnish to DISTRICT duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by DISTRICT from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.” Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. CONTRACTOR will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.
- E. Should CONTRACTOR, for any reason, fail to obtain and maintain the insurance required by this Agreement, DISTRICT may obtain such coverage at CONTRACTOR’s expense and deduct the cost of such insurance from payments due to CONTRACTOR under this Agreement or terminate.
- F. Self-Insured Retention/Deductibles. All policies required by this Agreement must allow DISTRICT, as additional insured, to satisfy the self-insured retention (“SIR”) and deductible of the policy in lieu of CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible is subject to the approval of the District Counsel and the General Manager. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should DISTRICT pay the SIR or deductible on DISTRICT’s behalf upon the CONTRACTOR’S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, DISTRICT may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by DISTRICT due to the breach.

7. TIME FOR PERFORMANCE. CONTRACTOR will not perform any work under this Agreement until:

- A. CONTRACTOR furnishes proof of insurance as required under Section 6 of this Agreement; and
- B. DISTRICT gives CONTRACTOR a written Notice to Proceed.
- C. Should CONTRACTOR begin work in advance of receiving written authorization to proceed, any such professional services are at CONTRACTOR's own risk.

8. TERMINATION.

- A. Except as otherwise provided, DISTRICT may terminate this Agreement at any time with or without cause. Notice of termination will be in writing.
- B. CONTRACTOR may terminate this Agreement upon providing written notice to DISTRICT at least thirty (30) days before the effective termination date.
- C. Should the Agreement be terminated pursuant to this Section, DISTRICT may procure on its own terms services similar to those terminated.
- D. By executing this document, CONTRACTOR waives any and all claims for damages that might otherwise arise from DISTRICT's termination under this Section.

9. INDEMNIFICATION.

- A. CONTRACTOR indemnifies and holds DISTRICT harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from DISTRICT's sole negligence or willful misconduct. Should DISTRICT be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONTRACTOR will defend DISTRICT (at DISTRICT's request and with counsel satisfactory to DISTRICT) and will indemnify DISTRICT for any judgment rendered against it or any sums paid out in settlement or otherwise.
- B. For purposes of this section "DISTRICT" includes DISTRICT's officers, officials, employees, agents, representatives, and certified volunteers.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

10. INDEPENDENT CONTRACTOR. DISTRICT and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which is it performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with DISTRICT. CONTRACTOR is not an

agent or employee of DISTRICT and is not entitled to participate in any pension plan, insurance, bonus or similar benefits DISTRICT provides for its employees. Any provision in this Agreement that may appear to give DISTRICT the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the DISTRICT as to end results of the work only.

11. NOTICES.

- A. All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Notice sent by mail will be addressed as follows:

To DISTRICT:
Craig Murray, P.E.
Carpinteria Sanitary District
5300 Sixth Street
Carpinteria, CA 93013

To CONTRACTOR:
Jacob Claassen
Nimble Tree Care, Inc.
586 B Palm Ave.
Carpinteria, CA 93013

- B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.
- C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

12. TAXPAYER IDENTIFICATION NUMBER. CONTRACTOR will provide DISTRICT with a Taxpayer Identification Number.

13. NON-APPROPRIATION OF FUNDS. Payments due and payable to CONTRACTOR for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the DISTRICT.

14. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONTRACTOR and DISTRICT and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONTRACTOR's or DISTRICT's obligations under this Agreement.

15. WAIVER. A waiver by DISTRICT of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

16. CONSTRUCTION. The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

17. SEVERABLE. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the

extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

18. CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

19. WAIVER. Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

20. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Santa Barbara County.

21. AUTHORITY/MODIFICATION. This Agreement may be subject to and conditioned upon approval and ratification by the DISTRICT's Board of Directors. This Agreement is not binding upon DISTRICT until executed by the General Manager. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. DISTRICT's General Manager may execute any such amendment on behalf of DISTRICT.

22. ACCEPTANCE OF ELECTRONIC SIGNATURES. In accordance with Government Code § 16.5, the Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

23. EFFECT OF CONFLICT. In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, its attachments, the purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

24. CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

25. FORCE MAJEURE. Should performance of this Agreement be prevented due to fire, flood, explosion, war, terrorist act, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

26. ENTIRE AGREEMENT. This Agreement and its one attachment constitutes the sole agreement between CONTRACTOR and DISTRICT. To the extent that there are additional terms and conditions contained in Exhibit "A" that are not in conflict with this Agreement, those terms are incorporated as if fully set forth above. There are no other understandings, terms or other agreements expressed or implied, oral or written.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CARPINTERIA SANITARY DISTRICT

NIMBLE TREE CARE, INC.

Craig Murray, General Manager
Carpinteria Sanitary District

By: _____
Nimble Tree Care, Inc.

EXHIBIT A

Nimble Tree Care, Inc.

"Tread lightly"

EUCALYPTUS PRUNE ESTIMATE

Date: May 3, 2024

586 B Palm Ave. Carpinteria, CA 93013

Phone (805) 865-2230

Eerttree@gmail.com

Lic. # 960522

Arborist # WE-6504A

Bonded and Insured

Carpinteria Sanitation District

Site: Administration Building

5300 6th St.

Carpinteria, CA 93013

Description of work.	Approx. Cost:
1) Climb one large Blue Gum Eucalyptus (<i>Eucalyptus globulus</i>) to inspect the canopy for nesting birds that may not be visible from the ground.	\$300.00
2) Prune largest Blue Gum Eucalyptus <i>globulus</i> near to the office, to reduce end-weight on all lateral branches, remove crossing branches in the upper canopy and remove dead wood down to 1 inch in diameter and larger.	\$3600.00
3) Prune one relatively short Blue Gum Eucalyptus <i>globulus</i> (middle tree) to reduce end-weight from all thinning lateral branches and remove dead wood down to 1 inch diameter and larger.	\$2100.00
4) Prune one large Blue Gum Eucalyptus <i>globulus</i> back corner of the property) to reduce end-weight on all lateral branches and remove dead wood down to 1 inch in diameter and larger.	\$2500.00
5) Prune three Canary Island Date Palms (<i>Phoenix canariensis</i>) to remove dead fronds and remove the first row of green fronds. Pineapple will not be reshaped, so as not to damage old wood pecker nests.	\$2300.00

Dump Fee for palm material: **\$300.00**
Woodchips will be hauled away for free.

Total Job Cost: **\$11,100.00**

Note: If any nesting birds are discovered actively nesting in any of the trees, all tree operations performed aloft will immediately stop and not be resumed until birds have finished nesting. This quote is valid until December 2024.