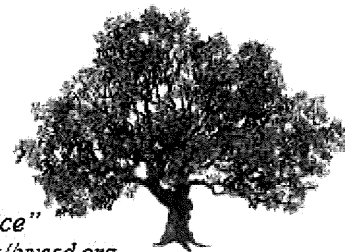


VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

3745 Constellation Road • Vandenberg Village • Lompoc, CA 93436
Telephone: (805) 733-2475 • Fax: (805) 733-2109



"Pride in Community Service"

<http://vvcasd.org>

info@vvcasd.org

REGULAR MEETING

Tuesday, October 3, 2023

7:00 p.m.

AGENDA

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
2. ROLL CALL: Directors Brooks, Bumpass, Gonzales, Heuring, and Stassi
3. ADDITIONS AND DELETIONS TO AGENDA
4. PUBLIC FORUM

The Board will invite public comment on each action item as it is considered during the meeting.

At this time members of the public wishing to address the Board on other matters that are within the jurisdiction of the District may do so when recognized by the President. Please begin by stating your name and place of residence.

5. OPERATIONS REPORT
 6. ADMINISTRATION REPORT
 7. CONSENT CALENDAR
 - A. Minutes of the Regular Meeting on August 1, 2023 page 1
 - B. Minutes of the Special Meeting on August 24, 2023 page 7
 - C. Treasurer Report
- (1) Monthly Financials page 11

- (2) Disbursements through September 30, 2023 page 25
- D. Public Official Reimbursement Report page 37
- E. Summary Report of Capacity Charges..... page 39
- F. Water Pumped vs. Sold, 12 months..... page 43
- G. Cal OES Form OES-FPD-130..... page 45

8. ACTION ITEMS

- A. **Annual Audit:** Consider accepting the FY 2022-23 annual audit report from Moss, Levy & Hartzheim, LLP page 47
- B. **Sustainable Groundwater Management Act (SGMA):** Consider ratifying a Joint Powers Agreement for the Western Management Area of the Santa Ynez River Valley Groundwater Basin page 49
- C. **Iron & Manganese Filter:** Consider accepting a \$384,577 quote from California Environmental Controls (CEC), Inc., Pureflow Filtration Division, to rehabilitate and upgrade the filter page 69
- D. **Water Rates:** Consider approving a water rate study and scheduling a public hearing to consider adopting proposed rate increases page 87

9. REPORTS

- A. Committees
- B. District Representatives to External Agencies
- C. Board President
- D. General Manager

10. INFORMATIONAL CORRESPONDENCE

- A. Letter to State Lands Commission, Well Site Lease Application | W26877, dated August 15, 2023 page 95

B. Cash Reserves: Perspective by Director Stassi..... page 101

C. US Drought Monitor: California, September 26, 2023..... page 107

11. DIRECTORS FORUM: Any member of the Board may address the Board on any subject within the jurisdiction of the District.

12. CLOSED SESSION

Public Employment, Title: General Manager

13. OPEN SESSION: Announce or take action resulting from closed session discussions.

14. ADJOURN

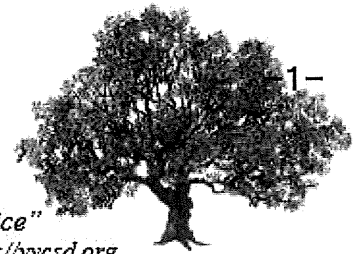
NOTICE: The Board of Directors of the Vandenberg Village Community Services District will meet at the District Office Conference Room, 3745 Constellation Road, Vandenberg Village, in compliance with § 54954.2 of the Government Code of the State of California.

If you need reasonable accommodations due to a disability, please contact the Board Secretary 24 hours prior to the meeting at (805) 733-2475.

*Please silence cell phones during the meeting, as a courtesy to others.
The board package is available on the District's website at www.vvcasd.org*

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MINUTES Regular Meeting

August 1, 2023

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:05 p.m. by President Brooks who led the Pledge of Allegiance.

2. ROLL CALL: Directors, Brooks, Gonzales, Heuring, and Stassi were present. Director Bumpass participated via teleconference.

OTHERS PRESENT

General Manager Joe Barget, Operations & Maintenance (O&M) Manager Mike Garner, Administrative Services (AS) Manager Cynthia Allen, Finance Administrator Patricia LeCavalier, and three members of the public were present.

3. ADDITIONS AND DELETIONS TO THE AGENDA - None

4. PUBLIC FORUM

President Brooks invited public comments and there were none.

5. OPERATIONS REPORT

O&M Manager Garner reported the District pumped 40.4 million gallons of water in July with an average daily demand of 1,300,000 gallons. This is 6 percent less than last July.

There was no rain in July keeping the calendar year total at 19.42 inches.

The District's well levels for July were 1B-142', 3A-136', and 3B-136'.

O&M Manager Garner said Santa Barbara County contracted Granite Construction to grind and pave Aldebaran Avenue last month. The manholes and valve boxes were raised to the District's specifications.

Motor 2 at Lift Station #1 had a bearing go out and is currently out for repairs. The field crew had three service line repairs in July and there were no sanitary sewer overflows.

To conclude his report O&M Manager Garner and field crew member Ben Quinlan will be attending the Tri-State Conference in Las Vegas next week. Jeff Cole and O&M Manager Garner are meeting with Pureflow Filtration this Friday in Whittier regarding the District's filter project.

6. ADMINISTRATION REPORT

AS Manager Allen reported the Santa Barbara County Regional Water Efficiency Program (RWEF) received four entries for the WaterWise Garden Contest. The residents at 78 Aldebaran Avenue in Vandenberg Village won this years contest receiving an engraved boulder to display. VVCSD and other members contribute funds to RWEF for the garden contest, the Shows That Teach, the high school video contest, and television commercials which have the WaterWiseSB branding and message.

To date, six customers received over \$2,400 through the Low Income Household Water Assistance Program. The program is funded by a federal grant through the California Department of Community Services and Development. This program was scheduled to end on September 30. However, this week, the U.S. Department of Health and Human Services extended the program and the state is working with their providers to implement the extension. The state is also working on a state-funded program.

To conclude her report, AS Manager Allen completed two reports requested by a couple of the Directors and were given to General Manager Barget for review. In the next few months, she hopes to meet with the Legal/Personnel and Finance/Budget Committees to go over the results.

7. CONSENT CALENDAR

- A. Minutes from the Regular Meeting on June 6, 2023
- B. Treasurer Report
 - 1) Financial Statements
 - 2) Disbursements through July 31, 2023
 - 3) Schedule of Investments
- C. Water Pumped vs Sold, FY 2022-2023
- D. Water Pumped vs Sold, FY 1990-2023

Motion by Director Stassi, seconded by Director Heuring to accept the consent calendar as presented.

Roll call vote

Ayes: Directors Brooks, Bumpass, Heuring, Gonzales, Stassi
Noes: None
Abstain: None
Absent: None

8. ACTION ITEM

- A. APN 097-371-072

Motion by Director Brooks, seconded by Director Stassi to issue an Intent to Serve Letter to Constellation Land Development, LLC, for a proposed project to divide, rezone, and develop Assessor's Parcel Number (APN) 097-371-072, for an extended-stay hotel and multi-unit residences.

Roll call vote

Ayes: Directors Brooks, Bumpass, Heuring, Gonzales, Stassi
Noes: None
Abstain: None
Absent: None

B. Drought

Motion by Director Gonzales, seconded by Director Heuring to terminate the October 2022 Water Restrictions and approve the August 2023 Water Conservation Flyer.

Roll call vote:

Ayes: Directors Brooks, Bumpass, Heuring, Gonzales, Stassi

Noes: None

Abstain: None

Absent: None

C. Association of California Water Agencies (ACWA)

Motion by Director Gonzales, seconded by Director Bumpass to vote for Cathy Green for President, Ernesto A. Avilla for Vice President, and vote for the ACWA Region 5 nominating committee's recommended slate.

Roll call vote:

Ayes: Directors Brooks, Bumpass, Heuring, Gonzales, Stassi

Noes: None

Abstain: None

Absent: None

D. Cost of Living Adjustment

There was some discussion among the Directors and no action was taken.

E. General Manager

Administrative Services Manager Carol Reynolds of Mission Hills Community Services District wanted to acknowledge General Manager Barget, thanking him for his mentorship and support to their District.

Motion by Director Bumpass, seconded by Director Gonzales to accept Joe Barget's resignation as of August 31.

Roll call vote:

Ayes: Directors Brooks, Bumpass, Heuring, Gonzales, Stassi
Noes: None
Abstain: None
Absent: None

Motion by Director Stassi, seconded by Director Brooks to approve the recruitment brochure and recruitment plan and timeline with minor changes.

Roll call vote:

Ayes: Directors Brooks, Bumpass, Heuring, Stassi
Noes: Director Gonzales
Abstain: None
Absent: None

Motion by Director Stassi, seconded by Director Heuring to appoint Cynthia Allen as acting General Manager from September 1 to October 14 and appoint Michael Garner as acting General Manager from October 15 to November 30.

Roll call vote:

Ayes: Directors Brooks, Bumpass, Heuring, Stassi
Noes: None
Abstain: Director Gonzales
Absent: None

9. REPORTS

A. Committees

The Water/Wastewater Committee met on July 25 and discussed the recommendations for Items A and B on this agenda.

Director Stassi attended the Western Management Area Groundwater Sustainability Agency meeting and a Santa Barbara County CSDA dinner meeting in July.

B. District Representatives to External Agencies - None

C. President

President Brooks expressed disappointment over General Manager Barget's resignation but said it was expected.

D. General Manager

General Manager Barget said he will be organizing his files and finishing up a couple of tasks before the end of the month.

10. INFORMATIONAL CORRESPONDENCE

US Drought Monitor: California, May 30, 2023

11. DIRECTORS FORUM

Director Brooks read The 13 Rules by Secretary Powell.

Director Bumpass thanked Joe for his years with the District.

12. ADJOURN

President Brooks declared the meeting adjourned at 8:55 p.m.

Attest:

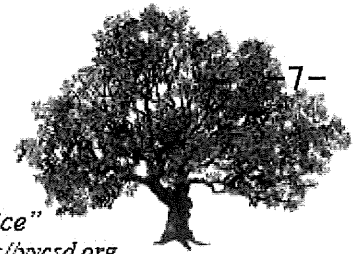
Signed:

Stephanie Garner
Secretary, Board of Directors

Christopher Brooks
President, Board of Directors

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MINUTES Special Meeting

August 24, 2023

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:00 p.m. by President Brooks who led the Pledge of Allegiance.

2. ROLL CALL: Directors Brooks, Bumpass, Gonzales, Heuring, and Stassi were present.

OTHERS PRESENT

General Manager Joe Barget.

3. ADDITIONS AND DELETIONS TO THE AGENDA

There were none.

4. PUBLIC FORUM

President Brooks invited public comments and there were none.

5. CLOSED SESSION

The Board convened into a closed session at 7:02 p.m. to discuss public employee employment (Title: Acting General Manager) and public employment (Title: General Manager).

6. OPEN SESSION

The Board convened into open session at 8:30 p.m. President Brooks announced the following actions were taken during closed session:

- A. Motion by Director Bumpass, seconded by Director Gonzales to approve revised experience and education qualifications for the General Manager position, and direct General Manager Barget to reissue the recruitment brochure to reflect them and required minimum certifications.**

Roll call vote:

Ayes: Directors Brooks, Bumpass, Gonzales, Heuring, and Stassi

Noes: None

Absent: None

Abstain: None

- B. Motion by Director Bumpass, seconded by Director Gonzales to extend the due date for General Manager job applications from September 15 to September 22.**

Roll call vote:

Ayes: Directors Brooks, Bumpass, Gonzales, Heuring, and Stassi

Noes: None

Absent: None

Abstain: None

- C. Motion by Director Gonzales, seconded by Director Bumpass to rescind the Board's decision to appoint acting general managers and extend General Manager Barget's employment agreement to December 8.**

Roll call vote:

Ayes: Directors Brooks, Bumpass, Gonzales, Heuring, and Stassi

Noes: None

Absent: None

Abstain: None

7. ADJOURN

President Brooks declared the meeting adjourned at 8:32 p.m.

Attest:

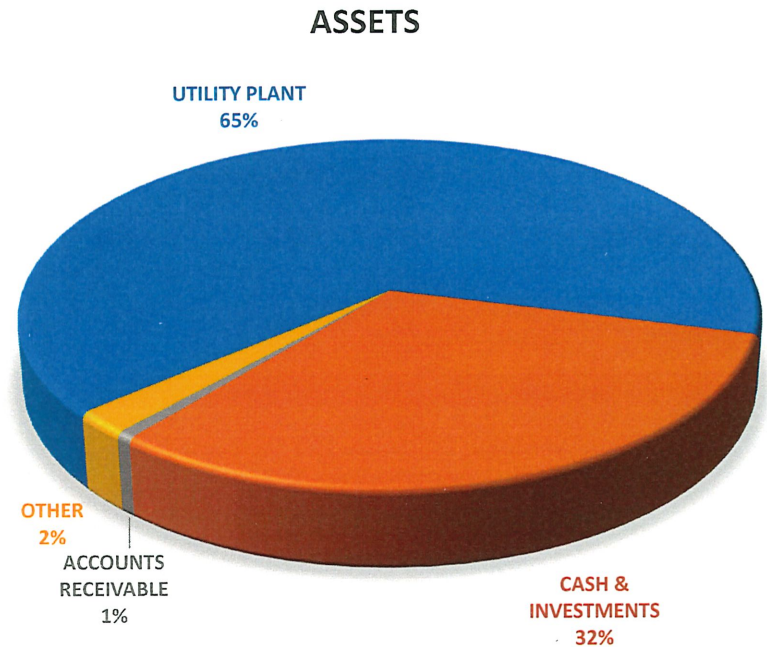
Signed:

**Joe Barget,
Assistant Board Secretary
Board of Directors**

**Christopher Brooks
President, Board of Directors**

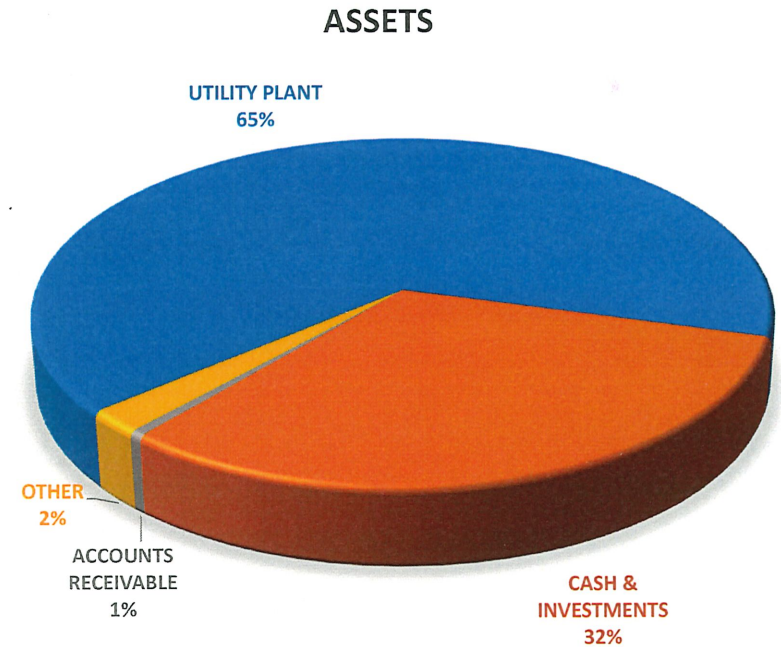
VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT
 Combined Balance Sheet
 As of August 31, 2023

	2024 FYTD	FYE 2023	CHANGE
ASSETS			
UTILITY PLANT	\$23,716,953	\$23,849,954	(\$133,001)
CASH & INVESTMENTS	11,643,632	11,438,343	205,289
ACCOUNTS RECEIVABLE	246,641	307,847	(61,206)
OTHER	796,814	807,667	(10,853)
TOTAL ASSETS	\$36,404,040	\$36,403,811	\$229
DEFERRED OUTFLOWS OF RESOURCES-PENSIONS	\$874,314	\$874,314	\$0
TOTAL ASSETS & DEFERRED OUTFLOWS	\$37,278,354	\$37,278,125	\$229
LIABILITIES			
CURRENT LIABILITIES	\$551,669	\$656,765	(\$105,096)
UNEARNED REVENUE	138,688	138,688	0
LONG TERM DEBT- LRWRP UPGRADE PROJECT	4,181,122	4,181,122	0
NET PENSION LIABILITY	1,823,528	1,823,528	0
TOTAL LIABILITIES	\$6,695,007	\$6,800,103	(\$105,096)
DEFERRED INFLOWS OF RESOURCES-PENSIONS	\$103,601	\$103,601	\$0
EQUITY			
CONTRIBUTED CAPITAL	\$5,684,175	\$5,716,874	(\$32,699)
EQUITY	24,690,246	23,710,437	979,809
CURRENT EARNINGS	105,325	947,110	(841,785)
TOTAL EQUITY	\$30,479,746	\$30,374,421	\$105,325
TOTAL LIABILITIES, DEFERRED INFLOWS & EQUITY	\$37,278,354	\$37,278,125	\$229



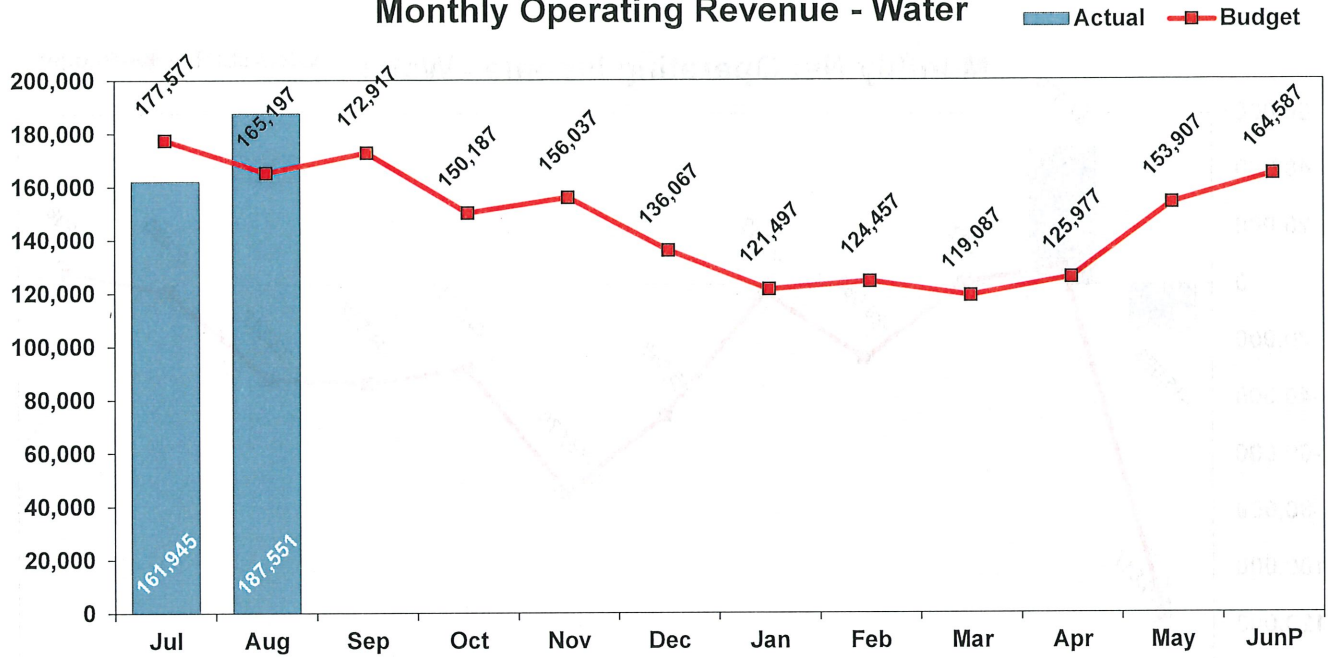
VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT
 Combined Balance Sheet
 As of July 31, 2023

	2024 FYTD	FYE 2023	CHANGE
ASSETS			
UTILITY PLANT	\$23,774,951	\$23,849,954	(\$75,003)
CASH & INVESTMENTS	11,572,940	11,438,343	134,597
ACCOUNTS RECEIVABLE	197,890	307,847	(109,957)
OTHER	796,814	807,667	(10,853)
TOTAL ASSETS	<u>\$36,342,595</u>	<u>\$36,403,811</u>	<u>(\$61,216)</u>
DEFERRED OUTFLOWS OF RESOURCES-PENSIONS	\$874,314	\$874,314	\$0
TOTAL ASSETS & DEFERRED OUTFLOWS	<u><u>\$37,216,909</u></u>	<u><u>\$37,278,125</u></u>	<u><u>(\$61,216)</u></u>
LIABILITIES			
CURRENT LIABILITIES	\$547,293	\$656,765	(\$109,472)
UNEARNED REVENUE	138,688	138,688	0
LONG TERM DEBT- LRWRP UPGRADE PROJECT	4,181,122	4,181,122	0
NET PENSION LIABILITY	1,823,528	1,823,528	0
TOTAL LIABILITIES	<u>\$6,690,631</u>	<u>\$6,800,103</u>	<u>(\$109,472)</u>
DEFERRED INFLOWS OF RESOURCES-PENSIONS	\$103,601	\$103,601	\$0
EQUITY			
CONTRIBUTED CAPITAL	\$5,700,525	\$5,716,874	(\$16,349)
EQUITY	24,673,897	23,710,437	963,460
CURRENT EARNINGS	48,255	947,110	(898,855)
TOTAL EQUITY	<u>\$30,422,677</u>	<u>\$30,374,421</u>	<u>\$48,256</u>
TOTAL LIABILITIES, DEFERRED INFLOWS & EQUITY	<u><u>\$37,216,909</u></u>	<u><u>\$37,278,125</u></u>	<u><u>(\$61,216)</u></u>

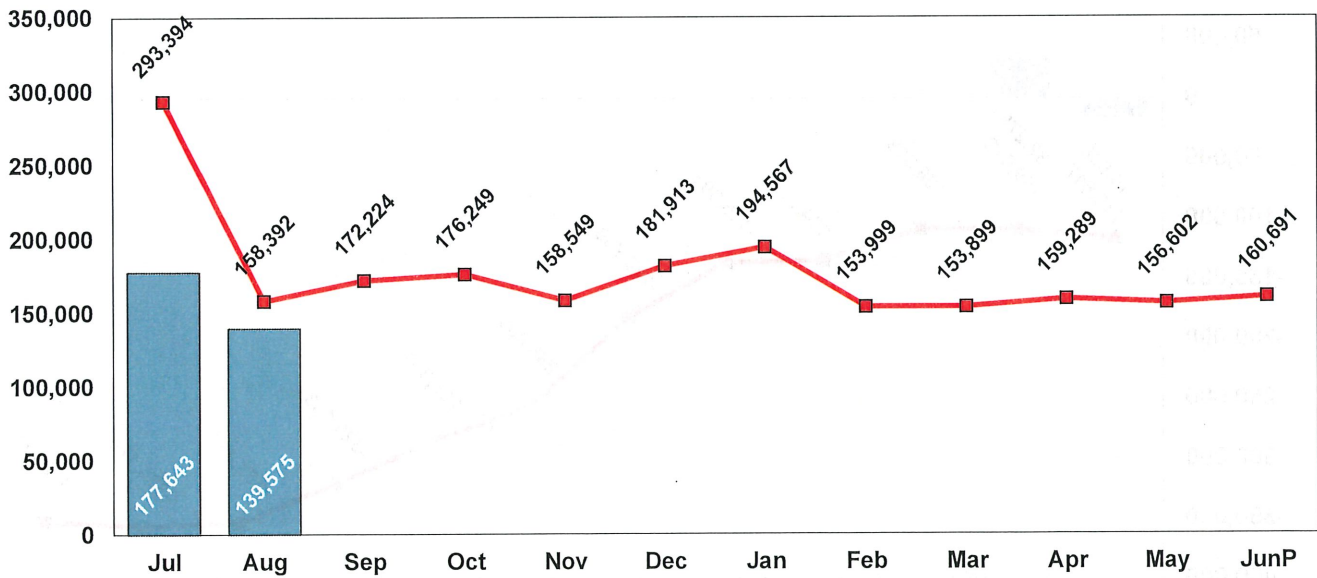


Operating Revenue and Expenses
 Vandenberg Village Community Services District
 July 1, 2023 to June 30, 2024

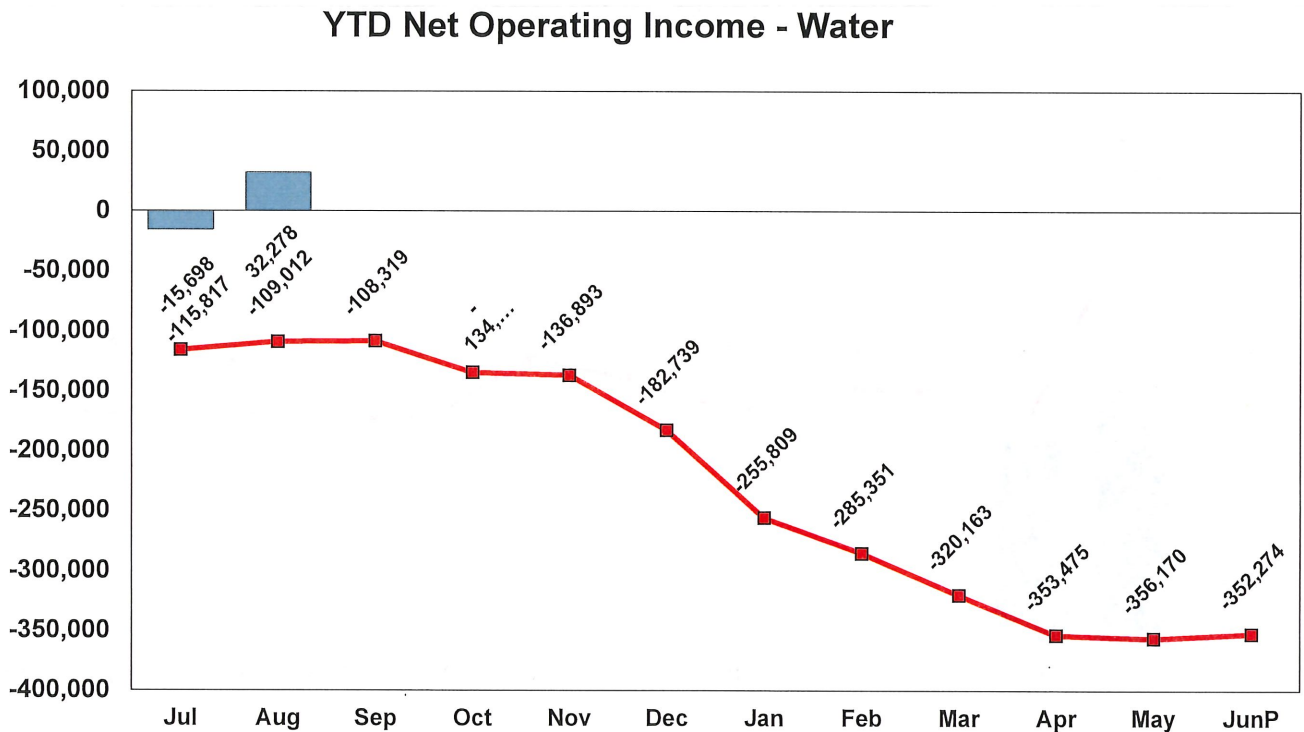
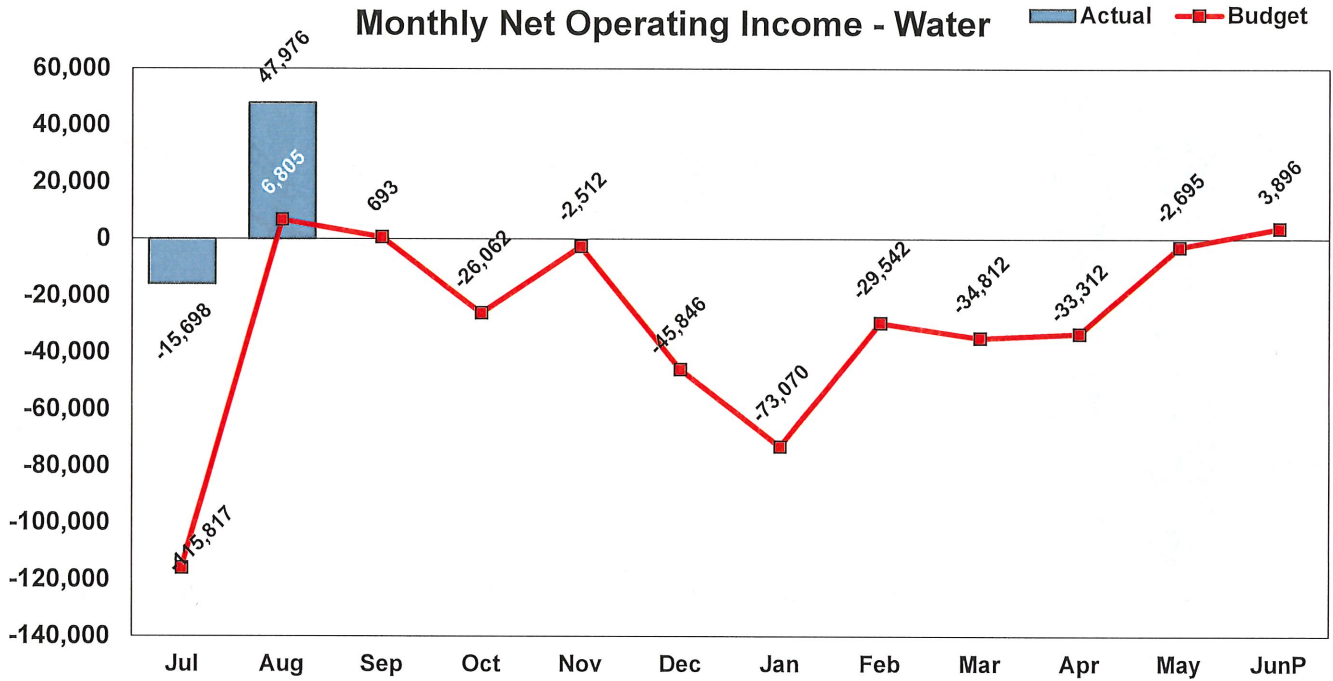
Monthly Operating Revenue - Water



Monthly Operating Expense - Water

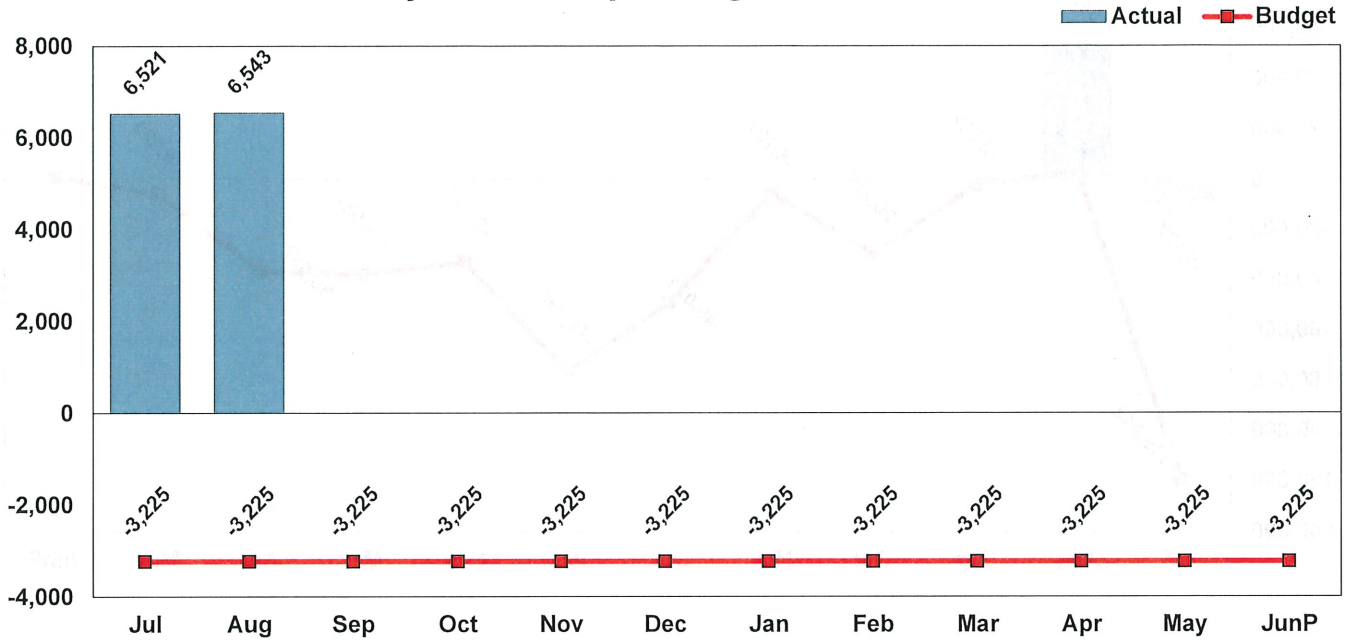


Operating Income
 Vandenberg Village Community Services District
 July 1, 2023 to June 30, 2024

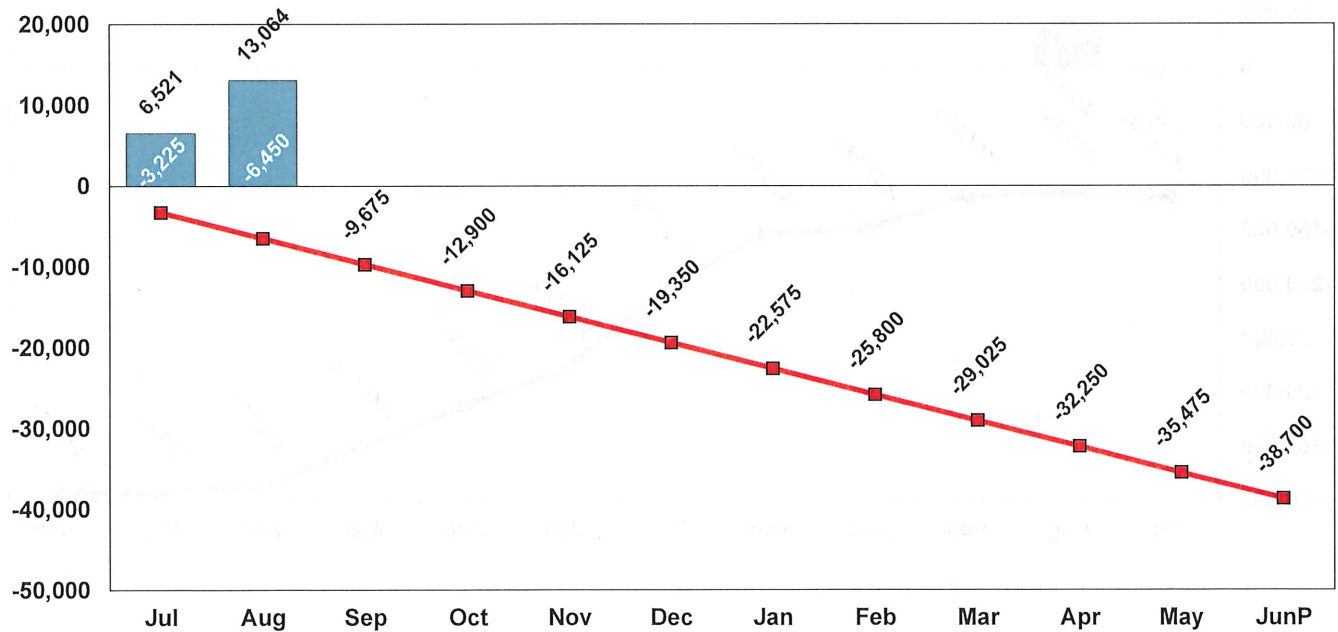


Non-Operating Income Vandenberg Village Community Services District July 1, 2023 to June 30, 2024

Monthly Net Non-Operating Income - Water



YTD Net Non-Operating Income - Water



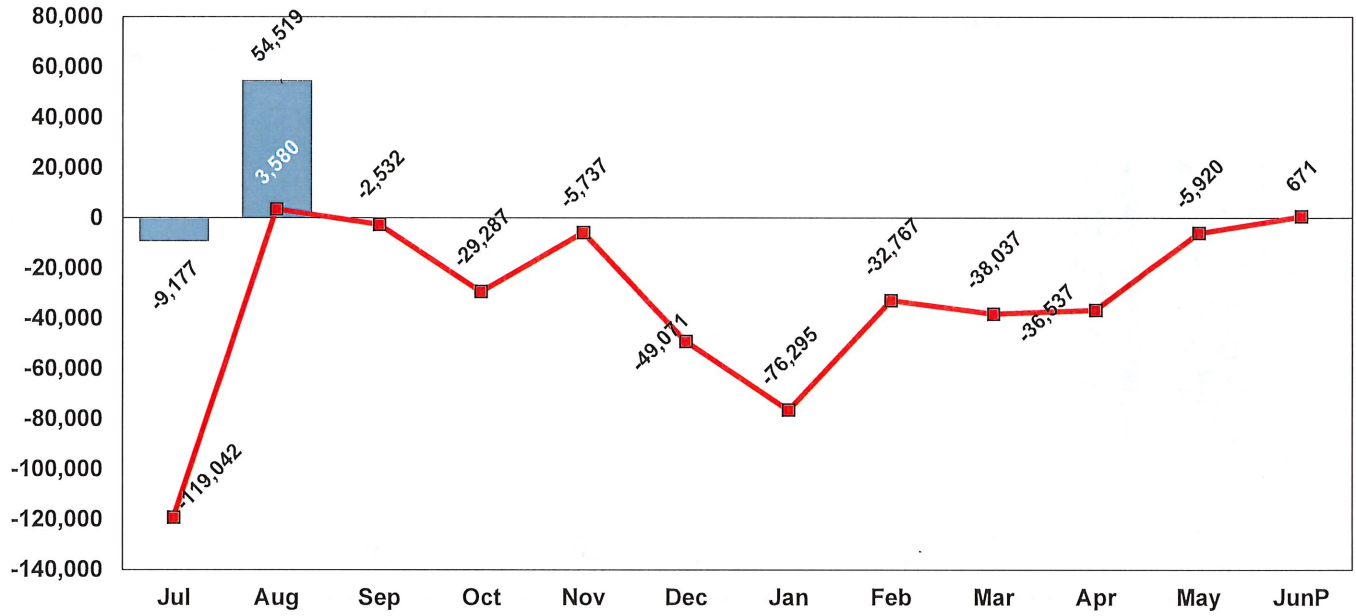
Change in Net Assets

Vandenberg Village Community Services District

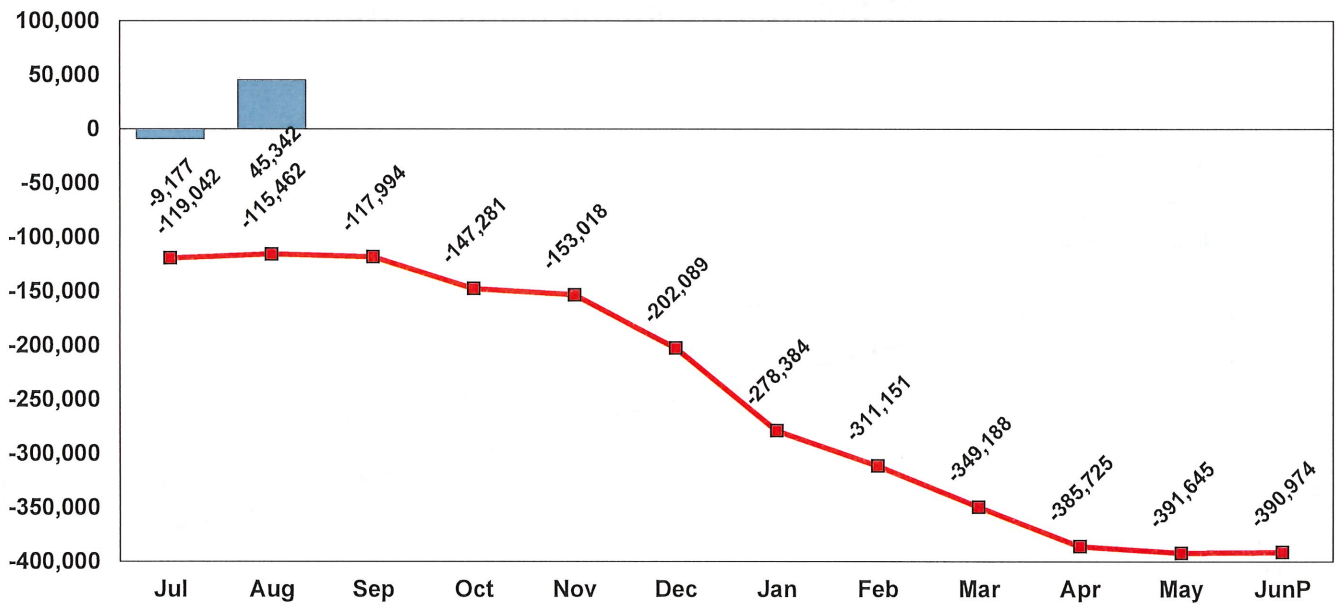
July 1, 2023 to June 30, 2024

Monthly Change in Net Assets - Water

Actual ■ Budget ■

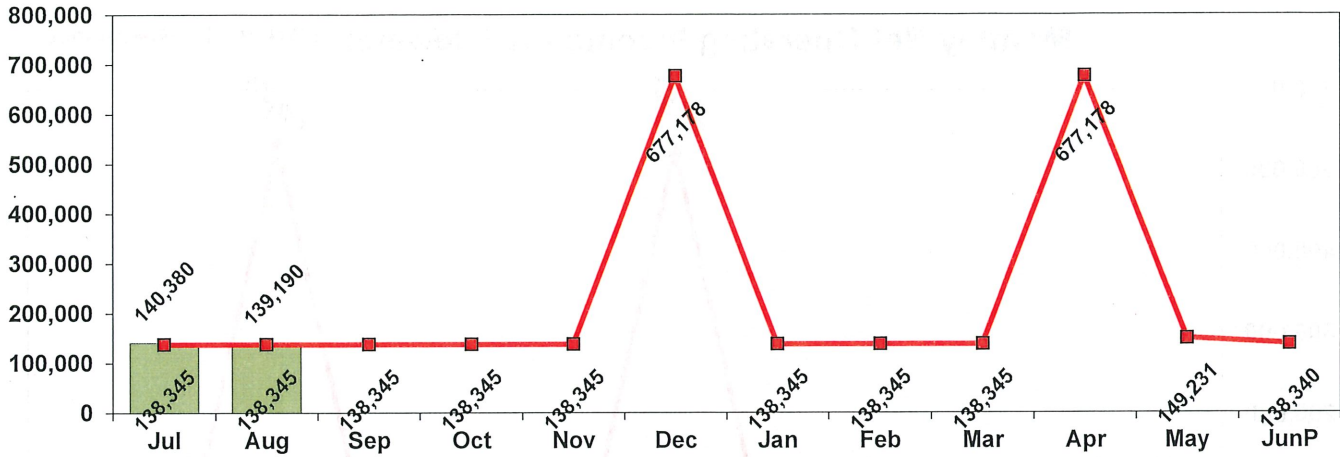


YTD Change in Net Assets - Water

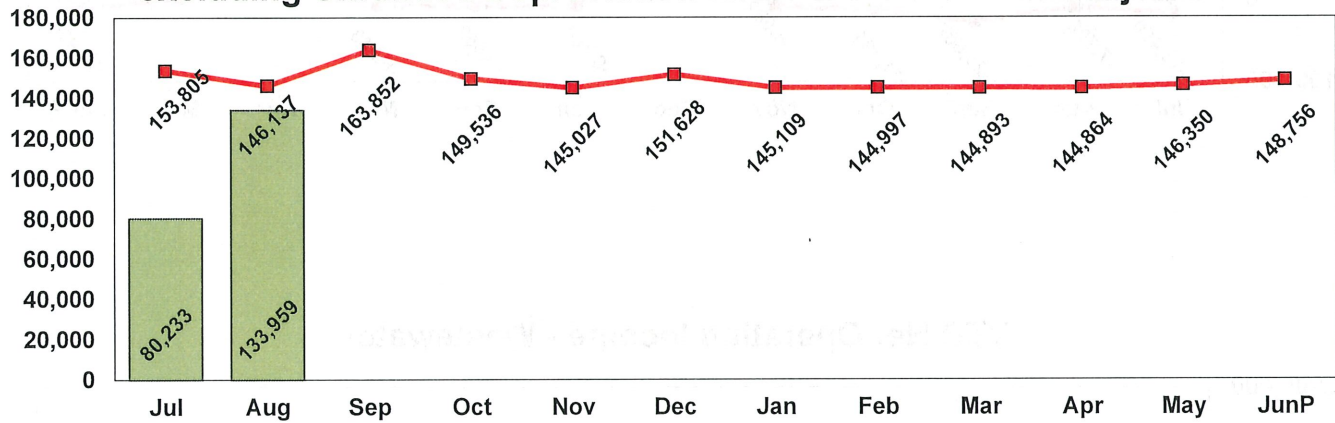


Operating Revenue and Expenses
 Vandenberg Village Community Services District
 July 1, 2023 to June 30, 2024

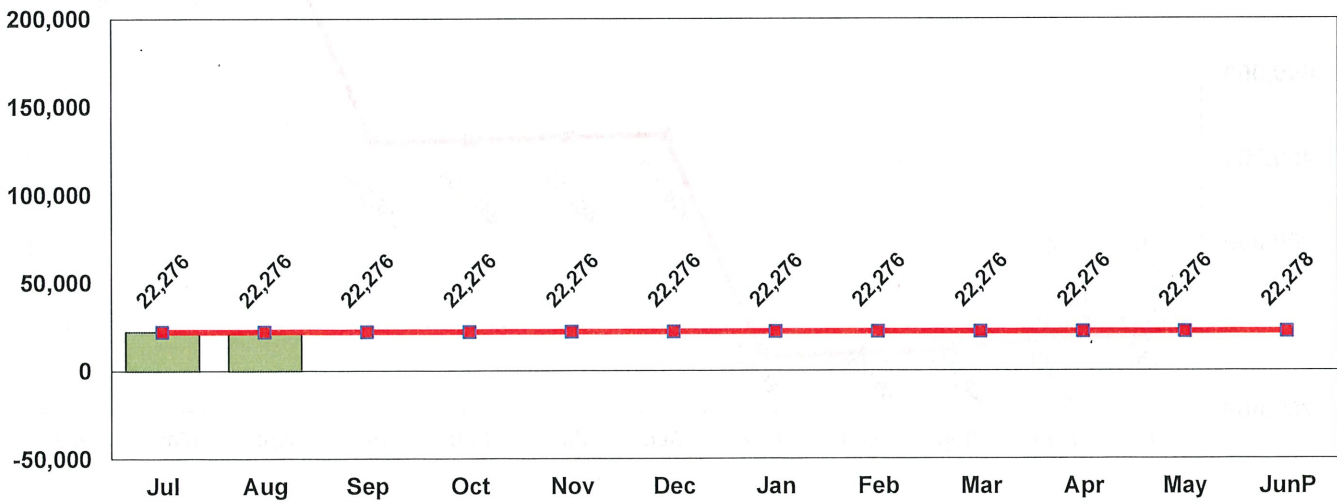
Monthly Operating Revenue - Wastewater ■ Actual ■ Budget



**Monthly Operating Expense
 excluding Unfunded Depreciation and Reserve-Funded Projects**

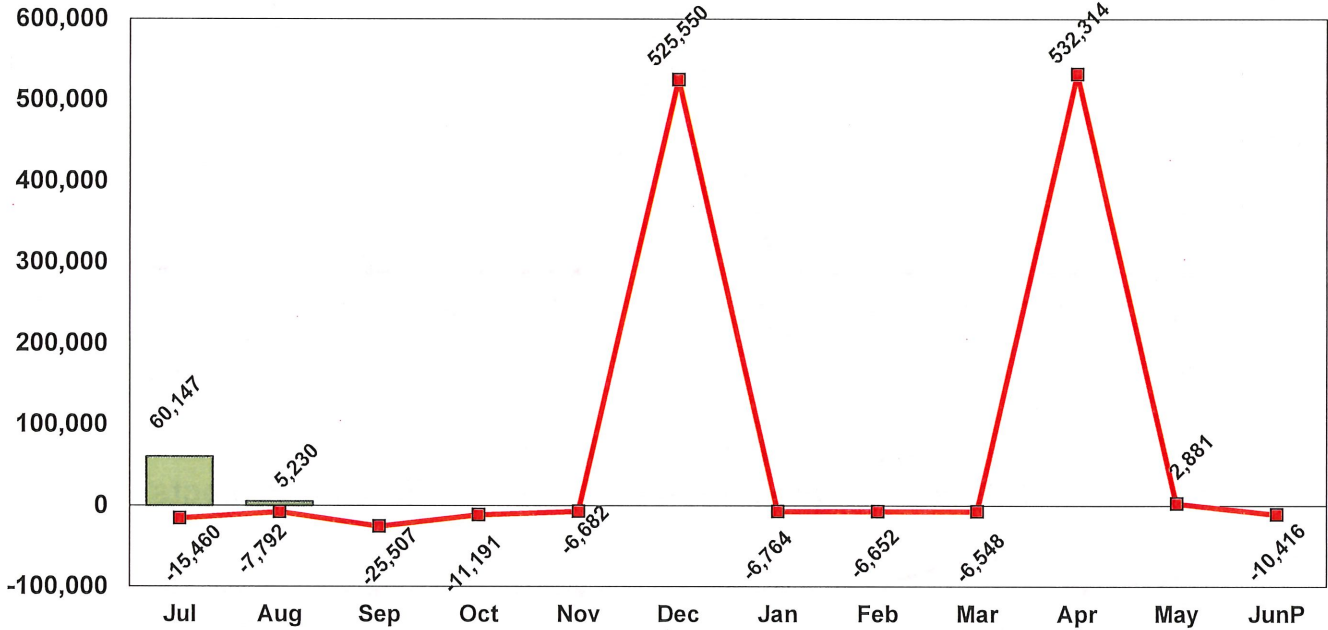


**Monthly Operating Expense
 Unfunded Depreciation and Reserve-Funded Projects**

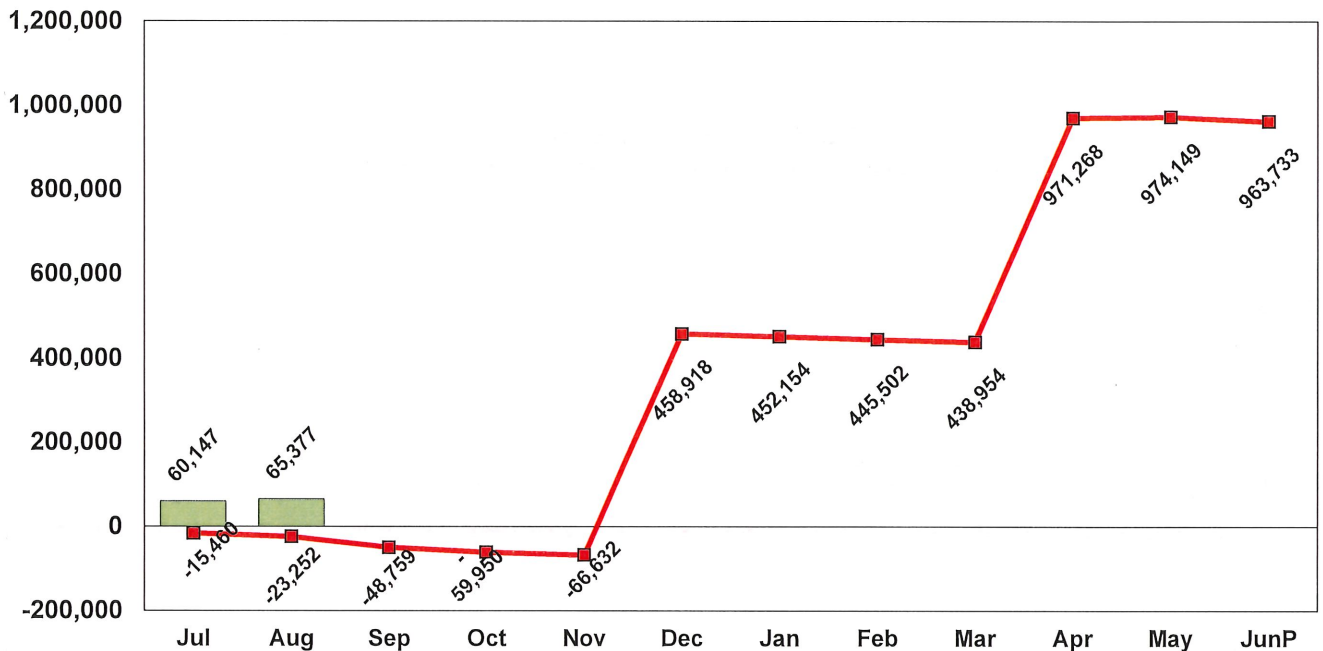


Operating Income
Vandenberg Village Community Services District
July 1, 2023 to June 30, 2024

Monthly Net Operating Income - Wastewater ■ Actual ■ Budget

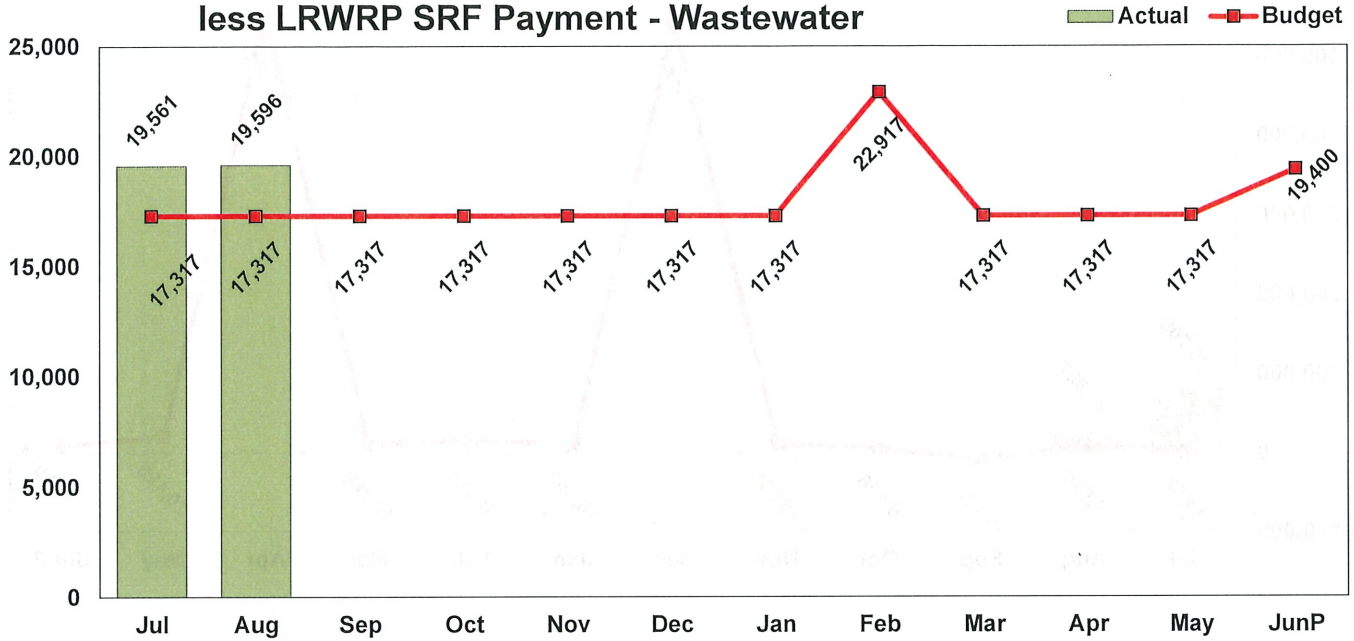


YTD Net Operating Income - Wastewater

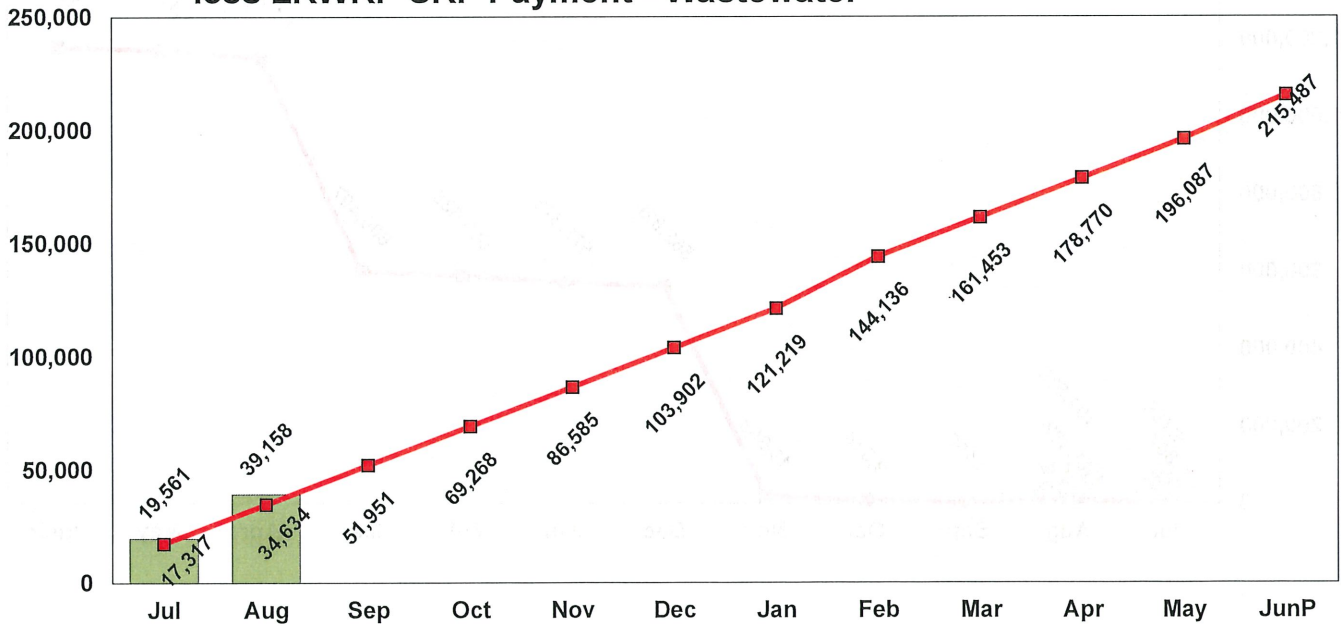


Non-Operating Income
 Vandenberg Village Community Services District
 July 1, 2023 to June 30, 2024

**Monthly Net Non-Operating Income
 less LRWRP SRF Payment - Wastewater**



**YTD Net Non-Operating Income
 less LRWRP SRF Payment - Wastewater**



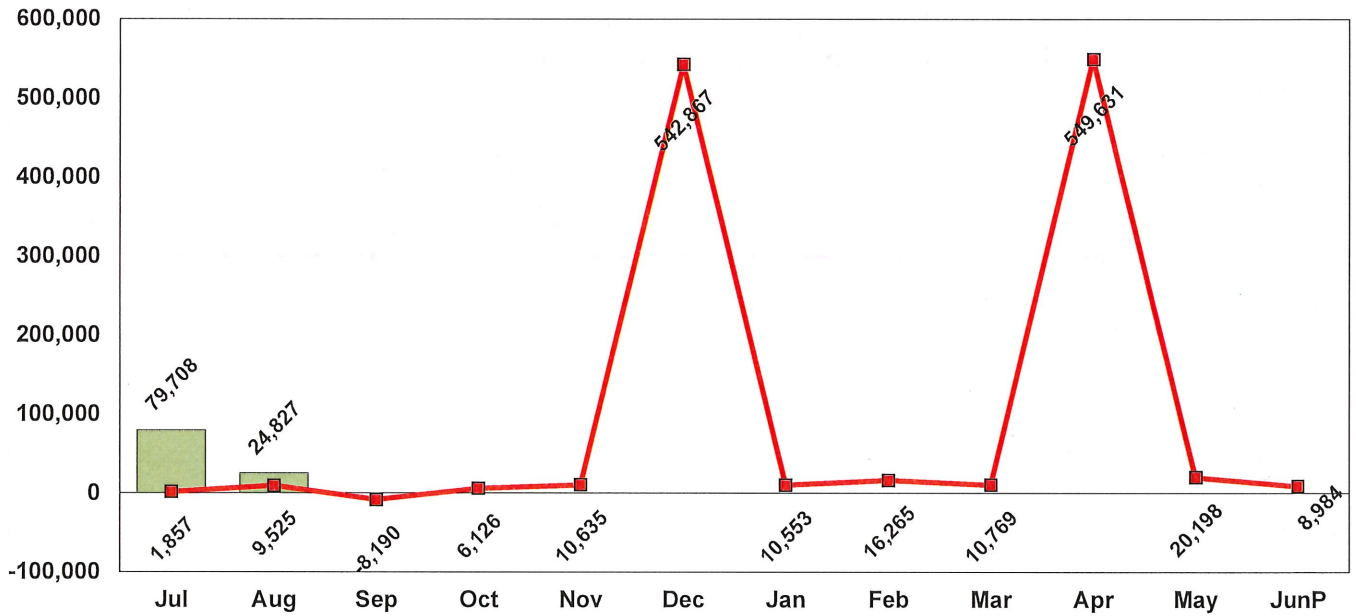
Change in Net Assets

Vandenberg Village Community Services District

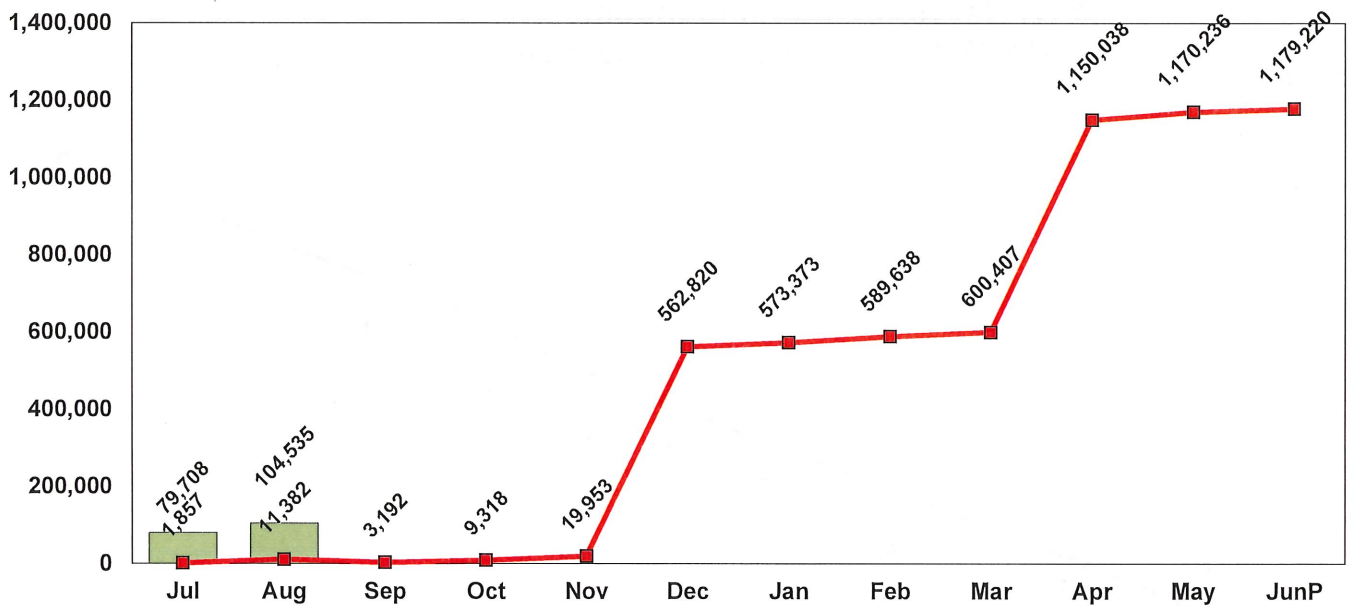
July 1, 2023 to June 30, 2024

Monthly Change in Net Assets - Wastewater

Actual ■ Budget ■



YTD Change in Net Assets - Wastewater



Statement of Cash Flow
 Vandenberg Village Community Services District
 For the Period from July 1, 2023 to August 31, 2023

	Water Fund	WW Fund	
CASH FLOWS FROM OPERATING ACTIVITIES			
Cash received from customers and users	\$ 320,555	\$ 283,761	
Cash payments for goods and services	(224,751)	(107,382)	
Cash payments to employees	(121,463)	(48,685)	
Net Cash Provided by Operating Activities	\$ (25,658)	\$ 127,693	\$ 102,035
 CASH FLOWS FROM CAPITAL & RELATED FINANCING ACTIVITIES			
Purchase of capital assets	(14,419)	429	
Net Cash Used - Capital & Related Financing Activities			(13,990)
 CASH FLOWS FROM INVESTING ACTIVITIES			
Investment income	78,085	39,158	
Net Cash Provided by Investing Activities			117,243
Net Increase (Decrease) in Cash & Cash Equivalents			205,288
Cash and cash equivalents, beginning of year			11,438,344
Cash and cash equivalents, year-to-date			\$ 11,643,632
 Reconciliation to the Statement of Net Assets:			
Cash on hand	400		\$ 400
Cash and short term investments	3,024,822	8,618,410	11,643,232
			\$ 11,643,632
 Reconciliation of Operating Income to Net Cash Provided by Operating Activities			
Operating Income	\$ 32,278	\$ 20,825	
Adjustments to reconcile operating income to net cash provided by operating activities			
Depreciation	\$ 37,876	\$ 109,114	
Change in operating assets and liabilities:			
(Increase) decrease in accounts receivable	(26,300)	4,191	
(Increase) decrease in other receivables	18,293		
(Increase) decrease in prepaid items	10,808	45	
Increase (decrease) in accounts payable	(12,663)	4,710	
Increase (decrease) in accrued payroll	(26,194)	(11,192)	
Increase (decrease) in customer deposits	(20,934)		
Increase (decrease) in compensated absences	(38,823)	-	
Net Cash Provided by Operating Activities	\$ (25,658)	\$ 127,693	\$ 102,035

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

Disbursement # 10-23 From 8/1/2023 To 9/30/2023
 Board Meeting Date 10/3/2023 Item: 7C.2

Accounts Payable Amount \$278,886.93

Check Numbers 28957-29060

Void Checks 28725

Electronic Vendor Payment Amount \$4,303.44

77061, 88214, 115596, 142023,
 172023, 282952, 330134, 338273,
 372879, 373424

Confirmation Numbers 372879, 373424

A/P Hand Check Amount _____

Check Numbers _____

Payroll Amount \$225,611.02

Check Numbers electronically transferred

Wire Transfers _____

Wire Numbers _____

Disbursements/Investments

A/P Checks 278,886.93

Electronic Vendor Payments 4,303.44

A/P Hand Checks 0.00

Payroll 225,611.02

Investments 0.00

TOTAL \$508,801.39

REPORT.: Sep 28 23 Thursday
 RUN...: Sep 28 23 Time: 08:29
 Run By.: PATTY LECAVALIER

VANDENBERG VILLAGE CSD
 Cash Disbursement Detail Report
 Check Listing for 08-23 thru 09-23 Bank Account.: 13100

PAGE: 001
 ID #: PY-DP
 CTL.: VAN

Check Number	Check Date	Vendor Number	Vendor Name	Net Amount	Invoice #	Description
028957	08/03/23	ALL09	ALL AMERICAN DRILLING, INC	279.00	4587	DRIVE SLEEVES FOR FILTER PUMP/MOTOR
028958	08/03/23	AMA01	AMAZON CAPITAL SERVICES	84.09	LNL7-JF17	LABELS FOR DROP BOX; DRY ERASE MARKERS & ERASERS
028959	08/03/23	ARA01	ARAMARK UNIFORM SERV. INC.	201.37	20345501	CONTINUOUS TOWELS, SHOP TOWELS 7/27/23
028960	08/03/23	BAN03	BANK OF AMERICA	675.00 625.00 46.76 110.00 -815.00	28020623 28020723 54240723 54240623A C06660523C	REGISTRATION-CSDA CONFERENCE-GONZALES REGIST.-SPEC.DISTRICTS LEADERSHIP ACADEMY-GONZALES AIR FRESHENERS AWWA FINANCIAL MANAGEMENT FOR WATER UTILITIES CREDIT-CANCEL REGISTRATION-ACWA CONFERENCE-BROOKS
			Check Total.....:	641.76		
028961	08/03/23	BOX01	BOX SHOP	63.00	492971	FREIGHT-REPAIR WELL SOUNDER
028962	08/03/23	CLS01	CLINICAL LABS OF SAN	427.00	998068	BACTERIA, MANG/IRON, HALOACETIC ACID, THM, PHYS 6/23
028963	08/03/23	COM03	COMCAST	365.04	10520823	INTERNET, CABLE, VOICE-OFFICE 7/20/23-8/19/23
028964	08/03/23	COR01	CORBIN WILLITS SYSTEM INC	846.05	C307151	SERVICE AND ENHANCEMENT FEE 8/23
028965	08/03/23	MIL01	MILLER LANDSCAPING AND MA	175.00	63521	OFFICE YARD MAINTENANCE 7/23
028966	08/03/23	MOS01	MOSS, LEVY & HARTZHEIM	4000.00	36880	FY23 AUDIT CHARGES
028967	08/03/23	PGE01	PACIFIC GAS & ELECT. INC.	27636.46	68720723	PGE CHARGES 6/15/23-6/30/23; 7/1/23-7/17/23
028968	08/03/23	POW01	POWERS ELECTRIC PRODUCTS	184.00	76389	REPAIR WELL SOUNDER
028969	08/03/23	SAN21	SANTA BARBARA COUNTY PUBL	215.22 2430.00	814 835	IRWM PLAN SHARE 1/23-6/23 REGIONAL WATER EFFICIENCY PROGRAM FY24
			Check Total.....:	2645.22		
028970	08/03/23	SOU01	SO.CALIFORNIA GAS CO.INC.	50.78 48.96	79000723 84180723	SO.CALIF GAS-WELL 1B 6/22/23-7/24/23 SO.CALIF GAS-OFFICE 6/22/23-7/24/23
			Check Total.....:	99.74		
028971	08/03/23	STA09	STAPLES CREDIT PLAN	897.73	57560623	TONER
028972	08/03/23	UND01	UNDERGROUND SERVICE ALERT	42.28 25.75	23-240442 720230787	CA UNDERGROUND FACILITIES SAFE BOARD REG FEES FY24 USA TICKETS 7/23
			Check Total.....:	68.03		
028973	08/03/23	USA01	USA BLUE BOOK	584.80	90553	MANGANESE REAGENT SETS (QTY 6)

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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
028973	08/03/23	USA01	USA BLUE BOOK	-126.46	C280145C	CREDIT-FREIGHT FOR CONFINED SPACE SYSTEM-PO#1722
			Check Total.....:	458.34		
028974	08/03/23	USB02	U.S.BANK CORPORATE PAYMEN	3261.73	32560723	CARBONITE, STARLINK, MICROSOFT XCHNG, FUEL, TRACKPLATE
				665.17	32560623A	STARLINK INTERNET, GIS WIFI, MEAL-MG, JB, CA, RG, RS
			Check Total.....:	3926.90		
028975	08/03/23	WAS01	WASTE MANAGEMENT CORPORAT	170.98	564248	TRASH COLLECTION-SHOP 7/23
				50.70	564252	TRASH COLLECTION-OFFICE 7/23
			Check Total.....:	221.68		
028976	08/03/23	WES05	WESTERN EXTERMINATOR CO.	74.85	48730248	GOPHER CONTROL SERVICES 7/23
028977	08/03/23	\C007	GERARD J. CLOSE	58.62	000C30701	CUSTOMER REFUND-CLO0004-169 GEMINI AVE.
028978	08/03/23	\C008	PATRICK R. COCKWELL	58.30	000C30701	CUSTOMER REFUND-COC0005-3843-3 CASSINI CIR.
028979	08/03/23	\M002	JASON A. MASLOW	21.29	000C30701	CUSTOMER REFUND-MAS0030-4079 RIGEL AVE.
028980	08/03/23	\M008	GLYNNIS MULLENARY	34.62	000C30701	CUSTOMER REFUND-MUL0004-194 OAK HILL DR.
028981	08/03/23	\P002	NICK R. POWELL	23.51	000C30701	CUSTOMER REFUND-POW0023-461 ST. ANDREWS WAY
028982	08/03/23	\S003	DAVID L. & MONA E. SANNER	35.88	000C30701	CUSTOMER REFUND-SAN0053-686 VENUS AVE.
028983	08/03/23	\T001	RICHARD S. TATLEY	64.38	000C30701	CUSTOMER REFUND-TAT0007-3994 CLUB HOUSE RD.
028984	08/17/23	ACW03	ACWA JOINT POWERS INSURAN	9729.82	0700247	GROUP MEDICAL, DENTAL, VISION, LIFE, EAP 9/23
028985	08/17/23	AME02	AMERICAN INDUSTRIAL SUPPL	194.54	89708	BOOTS; GASKETS, NUTS, SCREWS TO INSTALL WELL 3B METER
028986	08/17/23	ARA01	ARAMARK UNIFORM SERV. INC.	167.27	20356453	SHOP TOWELS 8/10/23
028987	08/17/23	AWA01	AMERICAN WTR WORKS ASSOC	487.00	SO106189	AWWA MEMBERSHIP 11/23-10/24
028988	08/17/23	COL01	JEFFREY COLE	79.00	C30804	MEAL, INCIDENTAL REIMB-PUREFLOW FILTER MEETING-JC
028989	08/17/23	COV01	COVERALL MOUNTAIN & PACIF	391.00	553192352	JANITORIAL SERVICE 8/23
028990	08/17/23	CWE04	CWEA	221.00	535340823	CWEA MEMBERSHIP GARNER #53534 9/23-8/24
028991	08/17/23	GAR01	MICHAEL J. GARNER	79.00	C30804	MEAL, INCIDENTAL REIMB-PUREFLOW FILTER MEETING-MG
				367.00	C30811	MEAL, INCIDENTAL REIMB-TRI-STATE SEMINAR-M.GARNER
			Check Total.....:	446.00		
028992	08/17/23	LOM01	CITY OF LOMPOC, FINANCE	37447.88	12437	WASTEWATER TREATMENT COSTS 6/23

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028993	08/17/23	NAT01	NATIONAL GROUP TRUST	858.62	23940923	LONG-TERM DISABILITY 9/23
028994	08/17/23	PER06	PERRY'S ELECTRIC MOTORS	2660.42	27040	REPAIR L/S#1 20HP PUMP #2 MOTOR
028995	08/17/23	SAN23	SANTA MARIA TIMES	90.00	210973-24	LOMPOC RECORD SUBSCRIPTION 8/30/23-8/21/24
028996	08/17/23	SCH02	SCHNEIDER ELECTRIC USA IN	1230.80	94776066	GEO SCADA SUPPORT 6/23-5/24-PO#1730
028997	08/17/23	SMI04	SMITHS ALARMS & ELECTRONI	90.00	071241	SECURITY-OFFICE 9/23-11/23
028998	08/17/23	STA09	STAPLES CREDIT PLAN	68.78	62000823	STAPLES PLUS MEMBERSHIP, COFFEE
028999	08/17/23	UBE01	UBEO WEST LLC	713.60	4201088	COPIER-CONTRACT USAGE,MONTHLY BILLS,TONER FREIGHT
029000	08/17/23	UNI02	UNIVAR SOLUTIONS USA INC.	3160.10	51393075	725 GALS NaHSO3
029001	08/17/23	USA01	USA BLUE BOOK	343.02	94535	NEMA ENCLOSURE FOR PRESSURE LOGGER
029002	08/17/23	WES05	WESTERN EXTERMINATOR CO.	74.85	50115815	GOPHER CONTROL SERVICE 8/23
029003	08/31/23	ARA01	ARAMARK UNIFORM SERV.INC.	201.37	20367170	CONTINUOUS TOWELS, SHOP TOWELS 8/24/23
029004	08/31/23	BAN03	BANK OF AMERICA	277.91	28020823	LODGING-CSDA CONFERENCE-GONZALES
029005	08/31/23	BAN03	BANK OF AMERICA	1439.40	54240823	ADOBE ACROBAT PRO SUBSCRIPTION
029006	08/31/23	BAN03	BANK OF AMERICA	750.00	71860823	REGISTRATION-CSDA CONFERENCE-STASSI
029007	08/31/23	CAL12	CALIF RURAL WATER ASSOC	1299.00	C30831	CRWA MEMBERSHIP 9/23-8/24
029008	08/31/23	COM03	COMCAST	365.04	20230823	INTERNET,CABLE,VOICE 8/20/23-9/19/23
029009	08/31/23	COR01	CORBIN WILLITS SYSTEM INC	846.05	C308151	SERVICE AND ENHANCEMENT FEE 9/23
029010	08/31/23	DEB01	DEBOLT ELECTRIC	360.00	3155	STA-1-UPS/AIR COMPRESSOR;L/S#1-MOTOR #2
029011	08/31/23	FRO01	FRONTIER	126.90 312.89	28850823 49050823	FRONTIER 733-2109 8/13/23-9/12/23 FRONTIER 733-3615/3975/SCADA 8/13/23-9/12/23
			Check Total.....:	439.79		
029012	08/31/23	JPI01	ACWA/JPIA	1195.00	14331	CYBER LIABILITY PREMIUM 7/23-6/24
029013	08/31/23	OLI01	OLIN CORP - CHLOR ALKALI	9419.85	900312607	3,968 GALS NaOCL
029014	08/31/23	QUI01	QUINLAN, BENJAMIN	367.00	C30831	MEAL,INCID.REIMB-TRI-STATE SEMINAR-QUINLAN
029015	08/31/23	SOU01	SO.CALIFORNIA GAS CO.INC.	50.00	79000823	SO.CALIF GAS-WELL 1B 7/24/23-8/22/23

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029015	08/31/23	SOU01	SO.CALIFORNIA GAS CO.INC.	21.36	84180823	SO.CALIF GAS-OFFICE 7/24/23-8/22/23
Check Total.....:				71.36		
029016	08/31/23	STE04	STERICYCLE, INC.	376.71	4512002	DOCUMENT SHREDDING SERVICE 7/18/23,8/2/23,8/15/23
029017	08/31/23	USB02	U.S.BANK CORPORATE PAYMEN	3132.51	32560823	GM RECRUITMENT ADS;TAX ROLL,REMINDERS,LODGING,FUEL
029018	08/31/23	WHV01	WH FALCON 28 LLC	13659.87	C30831	INSPECTION FEE DEPOSIT REFUND-FALCON HEIGHTS
088214	08/31/23	PIT02	PITNEY BOWES INC	98.36	23686360	INK FOR POSTAGE MACHINE
172023	08/17/23	WEX01	WEX BANK	481.98	91074040	98.88 GALLONS FUEL
330134	08/17/23	PIT03	PITNEY BOWES	1014.94	01340723	POSTAGE FOR BILLS 7/23
372879	08/17/23	TIE01	TIERZERO CLOUD COMMUNICAT	364.52	372879	TIERZERO CLOUD COMMUNICATIONS ACCT FEES 8/23
028725	09/27/23	\H005	HOMETOWN EQUITY GROUP LL	-11.13	000C30201u	Ck# 028725 Reversed
029019	09/14/23	ACW03	ACWA JOINT POWERS INSURAN	9729.82	0700518	GROUP MEDICAL,DENTAL,VISION,LIFE,EAP 10/23
029020	09/14/23	AMA01	AMAZON CAPITAL SERVICES	509.30	FVXY-6M9F	LOCK,COFFEE MKR,TAPE,FILEBOXES,BINDERS,LABELS,DESK
029021	09/14/23	ARA01	ARAMARK UNIFORM SERV.INC.	167.27	20377679	SHOP TOWELS 9/7/23
029022	09/14/23	BAT01	BATTERY SPECIALTIES	348.71	384820	BATTERY BACKUP FOR SCADA
029023	09/14/23	COV01	COVERALL MOUNTAIN & PACIF	475.00	553192693	INTERIOR/EXTERIOR WINDOW CLEANING
				391.00	553192945	JANITORIAL SERVICE 9/23
Check Total.....:				866.00		
029024	09/14/23	CWE04	CWEA	103.00	39140923	COLLECTION 2 RENEWAL-PEREZ #373914
029025	09/14/23	DEW02	J B DEWAR	869.80	262708	SOLUBLE OIL FOR WELL PUMPS
029026	09/14/23	FAM01	FAMCON PIPE & SUPPLY, INC	1688.89	10373.001	1" & 3/4" ANGLE BALL METER VALVES,BLUE PAINT
				-517.77	C8443.001C	CREDIT-FORD 2" & 1" MIP X PVC PJ COUPLING
Check Total.....:				1171.12		
029027	09/14/23	GON01	GONZALES SR, RICHARD R.	338.60	C30907	MILEAGE,MEAL REIMB-CSDA CONFERENCE-GONZALES
029028	09/14/23	HOM02	HOME DEPOT	331.14	10020823	SCADA COMPUTER CABLE EQUIP;FITTINGS,CHEMICALS,BAIT
029029	09/14/23	HPS01	HPS WEST, INC.	13825.76	2161	12" OCTAVE METER FOR FILTER-PO#1734
029030	09/14/23	LOM01	CITY OF LOMPOC, FINANCE	40455.37	12648	WASTEWATER TREATMENT COSTS 7/23

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Check Number	Check Date	Vendor Number	Vendor Name	Net Amount	Invoice #	Description
029031	09/14/23	MIL01	MILLER LANDSCAPING AND MA	275.00	63804	OFFICE YARD MAINTENANCE,HAUL-AWAY SVC-LOT 54 8/23
029032	09/14/23	NAT01	NATIONAL GROUP TRUST	858.62	23941023	LONG-TERM DISABILITY 10/23
029033	09/14/23	SAN09	SANTA BARBARA COUNTY	4110.00	C30907	VVCSD SHARE OF FY24 LAFCO BUDGET
029034	09/14/23	STA04	STASSI, RONALD	343.83	C30907	MILEAGE, MEAL, INCID.REIMB-CSDA CONFERENCE-STASSI
029035	09/14/23	TRA02	TRACTOR SUPPLY CREDIT PLA	430.95	26310823	VEGETATION MANAGEMENT,HITCH,DOLLIES
029036	09/14/23	UBE01	UBEO WEST LLC	441.39	4235047	COPIER CONTRACT USAGE 9/7/23-10/6/23;TONER FREIGHT
029037	09/14/23	UND01	UNDERGROUND SERVICE ALERT	465.12	23-240837	CA UNDERGROUND FACILITIES SAFE BOARD FEES FY24
				15.25	820230783	USA TICKETS 8/23
			Check Total.....:	480.37		
029038	09/14/23	USA01	USA BLUE BOOK	754.91	119273	SUBMERSIBLE TRANSMITTER-WELL 1B;EYEWASH STATION
				671.64	120488	CHLORINE REAGENT SETS,FERROZINE REAGENT SOLUTION
				174.55	122306	SCADA BATTERY ENCLOSURE FOR RADIO TOWER
			Check Total.....:	1601.10		
029039	09/14/23	WAS01	WASTE MANAGEMENT CORPORAT	170.98	564670	TRASH COLLECTION-SHOP 8/23
				50.70	564674	TRASH COLLECTION-OFFICE 8/23
			Check Total.....:	221.68		
029040	09/14/23	\S005	DAVID L. & MONA E. SANNER	110.88	000C30801	CUSTOMER REFUND-SAN0053-686 VENUS AVE.
029041	09/14/23	\S006	PAUL E. SHEINHEIT	41.97	000C30801	CUSTOMER REFUND-SHE0031-4219 CENTAUR AVE.
029042	09/27/23	ARA01	ARAMARK UNIFORM SERV.INC.	201.37	20387893	CONTINUOUS TOWELS,SHOP TOWELS 9/21/23
029043	09/27/23	BAN03	BANK OF AMERICA	555.82	28020923	LODGING-CSDA CONFERENCE-GONZALES
				207.92	54240923	AWWA 2023 WATER/WW RATE SURVEY;RFP-ROAD EMBANKMENT
				1121.16	71860923	LODGING,PARKING-CSDA CONFERENCE STASSI
			Check Total.....:	1884.90		
029044	09/27/23	CAL21	CALIFORNIA STATE LANDS CO	186.03	B9867	WELL SITE LEASE APPLICATION W26877 AMENDMENT 8/23
029045	09/27/23	CEN03	CENTRAL CITY TREE SERVICE	13200.00	30770	VEGETATION MANAGEMENT-SHOP ROAD,SITE# FENCE LINE
029046	09/27/23	CLS01	CLINICAL LABS OF SAN	352.00	998939	BACTERIA, IRON, MANG, SULFATE, CHROMIUM, BORON, PHY 7/23
029047	09/27/23	COM03	COMCAST	365.04	10520923	INTERNET,CABLE,VOICE-OFFICE 9/20/23-10/19/23
029048	09/27/23	COR01	CORBIN WILLITS SYSTEM INC	846.05	C309151	SERVICE AND ENHANCEMENT FEE 10/23

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029049	09/27/23	FIR02	FIRST RESPONSE	270.00	813	CPR/AED/FIRST-AID TRAINING-PEREZ, QUINLAN, JENNINGS
029050	09/27/23	FRO01	FRONTIER	129.48 320.36	28850923 49050923	FRONTIER 733-2109 9/13/23-10/12/23 FRONTIER 733-3615/3975/SCADA 9/13/23-10/12/23
			Check Total.....:	449.84		
029051	09/27/23	GET01	GET WIRED CABLE CO.	250.00	1418	FIX SCADA RADIO NETWORK INTERFERENCE
029052	09/27/23	NUT02	NUTRIEN AG SOLUTIONS, INC	520.94	52621668	VEGETATION MANAGEMENT-ROUNDUP
029053	09/27/23	OLI01	OLIN CORP - CHLOR ALKALI	9453.08	900325547	3,982 GALS NaOCL
029054	09/27/23	POS01	POSTMASTER GENERAL	310.00	C30926	POST OFFICE PERMIT FEE #124
029055	09/27/23	SMI04	SMITHS ALARMS & ELECTRONI	180.00	071948	SECURITY-SHOP,BOOSTER BLDG 10/23-12/23
029056	09/27/23	STE04	STERICYCLE, INC.	255.92	4699724	DOCUMENT SHREDDING SERVICE 8/30/23,9/12/23
029057	09/27/23	USB02	U.S.BANK CORPORATE PAYMEN	2899.22	32560923	STARLINK,GM RETIRE,OFC SUPPLIES,M365,CWEA REG,FUEL
029058	09/27/23	VRE01	JIM VREELAND FORD	99.87 105.41 155.23	57771 57775 57778	UNIT #23-OIL,FILTER UNIT #18-OIL,FILTER UNIT #23-OIL,FILTERS
			Check Total.....:	360.51		
029059	09/27/23	WAT04	WATTS REGULATOR CO	3262.50	16326011	BACKFLOW SOFTWARE SUBSCRIPTION 7/23/23-7/22/24
029060	09/27/23	WES05	WESTERN EXTERMINATOR CO.	74.85	51097060	GOPHER CONTROL SERVICE 9/23
077061	09/07/23	PGE01	PACIFIC GAS & ELECT. INC.	29697.71	68720823	PGE CHARGES 7/18/23-8/15/23
115596	09/18/23	UPS01	UPS	9.24	V85948373	UPS PICK UP CHARGE
142023	09/14/23	WEX01	WEX BANK	914.77	91729521	176.99 GALLONS FUEL, CAR WASH
282952	09/14/23	PIT03	PITNEY BOWES	1015.96	01340823	POSTAGE FOR BILLS 8/23
338273	09/26/23	UPS01	UPS	39.15	V85948383	FREIGHT-MASTER METER, SMITH & LOVELESS
373424	09/01/23	TIE01	TIERZERO CLOUD COMMUNICAT	364.52	373424	TIERZERO CLOUD COMMUNICATIONS ACCT FEES 9/23
			Cash Account Total.....:	283190.37		
			Total Disbursements.....:	283190.37		
			Cash Account Total.....:	.00		

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241210	08/04/23	PUB02	PUBLIC EMPLOYEES	1677.26	C30804	PERS TDMC PP#16
241211	08/04/23	PUB02	PUBLIC EMPLOYEES	1077.83	1C30804	PERS EPMC PP#16
241212	08/04/23	PUB02	PUBLIC EMPLOYEES	4891.88	2C30804	PERS EMPLR CONTRIB PP#16
241220	08/04/23	PER04	CALPERS 457 PLAN	650.00	C30804	EMPLOYER PERS 457 PP#16
241221	08/04/23	PER04	CALPERS 457 PLAN	1050.00	1C30804	EMPLOYEE PERS 457 PP#16
255570	08/31/23	AFL01	AFLAC	120.96	C30831	AFLAC-PRETAX 8/23
255571	08/31/23	AFL01	AFLAC	2.88	1C30831	AFLAC-AFTER TAX 8/23
348480	08/18/23	PUB02	PUBLIC EMPLOYEES	1697.16	C30818	PERS TDMC PP#17
348481	08/18/23	PUB02	PUBLIC EMPLOYEES	1097.74	1C30818	PERS EPMC PP#17
348482	08/18/23	PUB02	PUBLIC EMPLOYEES	4971.26	2C30818	PERS EMPLR CONTRIB PP#17
348490	08/18/23	PER04	CALPERS 457 PLAN	650.00	C30818	EMPLOYER PERS 457 PP#17
348491	08/18/23	PER04	CALPERS 457 PLAN	1050.00	1C30818	EMPLOYEE PERS 457 PP#17
384000	08/04/23	EMP01	EMPLOYMENT DEVELOP.DEPART	2085.45	C30804	STATE WH TAXES PP#16
384001	08/04/23	EMP01	EMPLOYMENT DEVELOP.DEPART	336.51	1C30804	STATE DISABILITY PP#16
592640	08/18/23	EMP01	EMPLOYMENT DEVELOP.DEPART	2102.14	C30818	STATE WH TAXES PP#17
592641	08/18/23	EMP01	EMPLOYMENT DEVELOP.DEPART	338.09	1C30818	STATE DISABILITY PP#17
630140	08/18/23	EFT01	EFTPS	5204.17	C30818	FEDERAL WH TAXES PP#17
630141	08/18/23	EFT01	EFTPS	1089.42	1C30818	FICA MEDICARE PP#17
665668	08/31/23	COL03	COLONIAL LIFE & ACCIDENT	224.58	C30831	COLONIAL-PRETAX 8/23
805170	08/04/23	EFT01	EFTPS	5170.04	C30804	FEDERAL WH TAXES PP#16
805171	08/04/23	EFT01	EFTPS	12.40	1C30804	FICA SOCIAL SECURITY DR#8
805172	08/04/23	EFT01	EFTPS	1087.22	2C30804	FICA MEDICARE PP#16
136480	09/15/23	EMP01	EMPLOYMENT DEVELOP.DEPART	2069.60	C30915	STATE WH TAXES PP#19
136481	09/15/23	EMP01	EMPLOYMENT DEVELOP.DEPART	335.12	1C30915	STATE DISABILITY PP#19
336480	09/30/23	EMP01	EMPLOYMENT DEVELOP.DEPART	2106.18	C30929	STATE WH TAXES PP#20

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Check Listing for 08-23 thru 09-23 Bank Account.: 13101

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ID #: PY-DP
CTL.: VAN

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
336481	09/30/23	EMP01	EMPLOYMENT DEVELOP.DEPART	319.79	1C30929	STATE DISABILITY PP#20
351570	09/01/23	EFT01	EFTPS	5233.79	C30901	FEDERAL WH TAXES PP#18
351571	09/01/23	EFT01	EFTPS	164.30	1C30901	FICA SOCIAL SECURITY DR#9
351572	09/01/23	EFT01	EFTPS	1132.64	2C30901	FICA MEDICARE PP#18
433230	09/01/23	PUB02	PUBLIC EMPLOYEES	1728.61	C30901	PERS TDMC PP#18
433231	09/01/23	PUB02	PUBLIC EMPLOYEES	1124.28	1C30901	PERS EPMC PP#18
433232	09/01/23	PUB02	PUBLIC EMPLOYEES	5081.96	2C30901	PERS EMPLR CONTRIB PP#18
433240	09/01/23	PER04	CALPERS 457 PLAN	650.00	C30901	EMPLOYER PERS 457 PP#18
433241	09/01/23	PER04	CALPERS 457 PLAN	1050.00	1C30901	EMPLOYEE PERS 457 PP#18
433263	09/01/23	PUB02	PUBLIC EMPLOYEES	350.00	3C30901	PERS GASB68 RPT-CLASSIC
433264	09/01/23	PUB02	PUBLIC EMPLOYEES	350.00	4C30901	PERS GASB68 RPT-PEPRA
483210	09/30/23	EFT01	EFTPS	5165.76	C30929	FEDERAL WH TAXES PP#20
483211	09/30/23	EFT01	EFTPS	1089.10	1C30929	FICA MEDICARE PP#20
541820	09/15/23	PUB02	PUBLIC EMPLOYEES	1723.70	C30915	PERS TDMC PP#19
541821	09/15/23	PUB02	PUBLIC EMPLOYEES	1124.28	1C30915	PERS EPMC PP#19
541822	09/15/23	PUB02	PUBLIC EMPLOYEES	5077.09	2C30915	PERS EMPLR CONTRIB PP#19
541830	09/15/23	PER04	CALPERS 457 PLAN	650.00	C30915	EMPLOYER PERS 457 PP#19
541831	09/15/23	PER04	CALPERS 457 PLAN	1050.00	1C30915	EMPLOYEE PERS 457 PP#19
600870	09/15/23	EFT01	EFTPS	5125.41	C30915	FEDERAL WH TAXES PP#19
600871	09/15/23	EFT01	EFTPS	1079.80	1C30915	FICA MEDICARE PP#19
631960	09/30/23	PUB02	PUBLIC EMPLOYEES	1723.70	C30929	PERS TDMC PP#20
631961	09/30/23	PUB02	PUBLIC EMPLOYEES	1124.28	1C30929	PERS EPMC PP#20
631962	09/30/23	PUB02	PUBLIC EMPLOYEES	5077.09	2C30929	PERS EMPLR CONTRIB PP#20
691970	09/30/23	PER04	CALPERS 457 PLAN	650.00	C30929	EMPLOYER PERS 457 PP#20
691971	09/30/23	PER04	CALPERS 457 PLAN	1050.00	1C30929	EMPLOYEE PERS 457 PP#20

REPORT.: Sep 28 23 Thursday
 RUN....: Sep 28 23 Time: 08:29
 Run By.: PATTY LECAVALIER

VANDENBERG VILLAGE CSD
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 08-23 thru 09-23 Bank Account.: 13101

PAGE: 009
 ID #: PY-DP
 CTL.: VAN

Check Number	Check Date	Vendor Number	Vendor Name	Net Amount	Invoice #	Description
739633	09/30/23	COL03	COLONIAL LIFE & ACCIDENT	336.87	C30930	COLONIAL PRETAX 9/23
766970	09/30/23	AFL01	AFLAC	181.44	C30930	AFLAC PRETAX 9/23
766971	09/30/23	AFL01	AFLAC	4.32	1C30930	AFLAC AFTER-TAX 9/23
837760	09/01/23	EMP01	EMPLOYMENT DEVELOP.DEPART	2114.82	C30901	STATE WH TAXES PP#18
837761	09/01/23	EMP01	EMPLOYMENT DEVELOP.DEPART	339.58	1C30901	STATE DISABILITY PP#18
Cash Account Total.....:				92970.50		
Total Disbursements.....:				92970.50		

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors ITEM: 7.D
FROM: Cynthia Allen, Administrative Services Manager CA
Patricia LeCavalier, Finance Administrator PL
DATE: October 3, 2023
SUBJECT: Public Official Reimbursement Report

Recommendation: Review reimbursements for Fiscal Year 2022-23

Policy Issues:

- California Government Code § 53065.5 requires special districts to disclose any reimbursement of at least \$100 for each individual charge paid to any employee or member of the governing body.
- An “individual charge” includes but is not limited to one meal, lodging for one day, transportation, or a registration fee.
- The disclosure requirement must be fulfilled by publishing the information and making it available for public inspection.

Resource Impact: All of these reimbursements are funded in the District’s annual budget for employee travel expense and Directors expense.

Discussion: Although only individual charges of \$100 or more are required to be disclosed, the District has chosen to disclose all costs incurred by employees and directors for travel, meals, lodging, and registration. This information is detailed on a computer printout which is available for public inspection at the District Office.

The following table lists the FY 2022-23 reimbursements subject to disclosure:

Date	Individual	Description	Amount
Sep-22	Barget	CSDA Conference - Meal, Incidental Reimbursement	562.00
Aug-22	Brooks	CSDA Conference - Meal Reimbursement	154.77
Apr-23	Cole	CRWA Expo - Meal, Incidental Reimbursement	216.00
Aug-22	Garner, M.	Tri-State Seminar - Mileage, Meals, Incidental Reimbursement	329.00
Apr-23	Garner, M.	CWEA Expo - Meal, Incidental Reimbursement	393.00
Sep-22	Heuring	Special District Leadership Academy - Mileage, Meal Reimbursement	453.76
Aug-22	Perez	Tri-State Seminar - Meals, Incidental Reimbursement	329.00
Dec-22	Quinlan	Water Operator Certificate Exam - Meal, Incidental Reimbursement	121.00
Aug-22	Stassi	CSDA Conference - Mileage, Meal Reimbursement	451.97
		Total	3,010.50

Date	Individual	Description	Amount
Sep-22	Barget	CSDA Conference - Meal, Incidental Reimbursement	562.00
Aug-22	Brooks	CSDA Conference - Meal Reimbursement	154.77
Apr-23	Cole	CRWA Expo - Meal, Incidental Reimbursement	216.00
Aug-22	Garner, M.	Tri-State Seminar - Mileage, Meals, Incidental Reimbursement	329.00
Apr-23	Garner, M.	CWEA Expo - Meal, Incidental Reimbursement	393.00
Sep-22	Heuring	Special District Leadership Academy - Mileage, Meal Reimbursement	453.76
Aug-22	Perez	Tri-State Seminar - Meals, Incidental Reimbursement	329.00
Dec-22	Quinlan	Water Operator Certificate Exam - Meal, Incidental Reimbursement	121.00
Aug-22	Stassi	CSDA Conference - Mileage, Meal Reimbursement	451.97
		Total	3,010.50

**VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT
SUMMARY REPORT OF CAPACITY CHARGES
06/30/2023**

WATER FUND

		Capacity Charges (Effective 9/5/15)	
		Buy-in Fee	\$3,178.00
Capital Improvement Plan (Development Share):		Developer Fee	\$1,314.00
 Construct 2nd Million Gallon Tank			
	<i>Date of Expenditure:</i>	01/06/1999	
	Development Share	75%	\$212,506.26
Capacity charges applied prior fiscal years			(164,865.58)
Capacity charges applied current fiscal year			(448.50)
Balance remaining to be funded			\$47,192.18
 16" pipe from Tank 3 to Site 1			
	<i>Date of Expenditure:</i>	01/24/2008	
	Development Share	20%	\$15,000.00
Capacity charges applied prior fiscal years			(7,655.46)
Capacity charges applied current fiscal year			(48.49)
Balance remaining to be funded			\$7,296.05
 Master Plan-Water (Water System Evaluation, AutoCAD Plat Maps)			
	<i>Date of Expenditure:</i>	07/01/2007	
	Development Share	20%	\$10,000.00
Capacity charges applied prior fiscal years			(3,903.32)
Capacity charges applied current fiscal year			(12.11)
Balance remaining to be funded			\$6,084.57
 Automatic Meter Reading Devices			
	<i>Date of Expenditure:</i>	01/21/2011	
	Development Share	20%	\$5,000.00
Capacity charges applied prior fiscal years			(2,893.30)
Capacity charges applied current fiscal year			(18.18)
Balance remaining to be funded			\$2,088.52
 Automatic Meter Reading Radio Transmitters			
	<i>Date of Expenditure:</i>	06/30/2012	
	Development Share	20%	\$75,000.00
Capacity charges applied prior fiscal years			(50,221.92)
Capacity charges applied current fiscal year			(507.08)
Balance remaining to be funded			\$24,271.00
 Administrative Building			
	<i>Date of Expenditure:</i>	06/30/2013	
	Development Share	75%	\$852,700.94
Capacity charges applied prior fiscal years			(11,655.33)
Capacity charges applied current fiscal year			(357.58)
Balance remaining to be funded			\$840,688.03
 New Well			
	<i>Date of Expenditure:</i>	06/30/2015	
	Development Share	20%	\$448,919.00
Capacity charges applied prior fiscal years			(19,455.81)
Capacity charges applied current fiscal year			(713.14)
Balance remaining to be funded			\$428,750.05
 SCADA Controls for B/S #4 and B/S #5			
	<i>Date of Expenditure:</i>	12/01/2016	
	Development Share	75%	\$28,420.15
Capacity charges applied prior fiscal years			0.00
Capacity charges applied current fiscal year			(266.67)
Balance remaining to be funded			\$28,153.48

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT
SUMMARY REPORT OF CAPACITY CHARGES
06/30/2023

Water Quality Improvement Project

	<i>Date of Expenditure:</i>	<i>Pending</i>	
Development Share	20%		\$200,000.00
Capacity charges applied prior fiscal years			(119,645.93)
Capacity charges applied current fiscal year			(2,264.62)
			<u>\$78,089.45</u>
Balance remaining to be funded			<u>\$1,462,613.33</u>

WATER FUND - Developers' Reserve Beginning Balance	07/01/2022	\$112,429.45
Connection Fees Collected		\$8,984.00
Buy in Fees applied		(\$6,356.00)
Capacity Charges applied to completed projects		(\$2,371.60)
Interest Earned		\$2,008.37
WATER FUND - Developers' Reserve Ending Balance	06/30/2023	<u>\$114,694.22</u>

**VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT
SUMMARY REPORT OF CAPACITY CHARGES
06/30/2023**

WASTEWATER FUND

Capacity Charges (Effective 9/5/15)

Capital Improvement Plan (Development Share):

Buy-in Fee \$3,809.00
Developer Fee \$2,260.00

Lompoc Regional Wastewater Reclamation Plant - Capital Costs

	Date of Expenditure:	12/06/1988		
	Development Share	20%	\$356,095.41	
	Capacity charges applied prior fiscal years		(175,970.52)	
	Capacity charges applied current fiscal year		0.00	
	Balance remaining to be funded			\$180,124.89

Lompoc Regional Wastewater Reclamation Plant - Upgrade

	Date of Expenditure:	10/12/2004		
	Development Share	20%	\$3,757,000.00	
	Capacity charges applied prior fiscal years		(225,623.60)	
	Capacity charges applied current fiscal year		(3,968.55)	
	Balance remaining to be funded			\$3,527,407.85

Master Plan-Wastewater (Wastewater System Evaluation)

	Date of Expenditure:	07/01/2007		
	Development Share	20%	\$10,000.00	
	Capacity charges applied prior fiscal years		(3,075.00)	
	Capacity charges applied current fiscal year		(20.17)	
	Balance remaining to be funded			\$6,904.83

Administrative Building

	Date of Expenditure:	06/30/2013		
	Development Share	75%	\$824,464.46	
	Capacity charges applied prior fiscal years		(10,992.96)	
	Capacity charges applied current fiscal year		(494.29)	
	Balance remaining to be funded			\$812,977.21

L/S #1 Upgrade (APN 097-371-008 only)

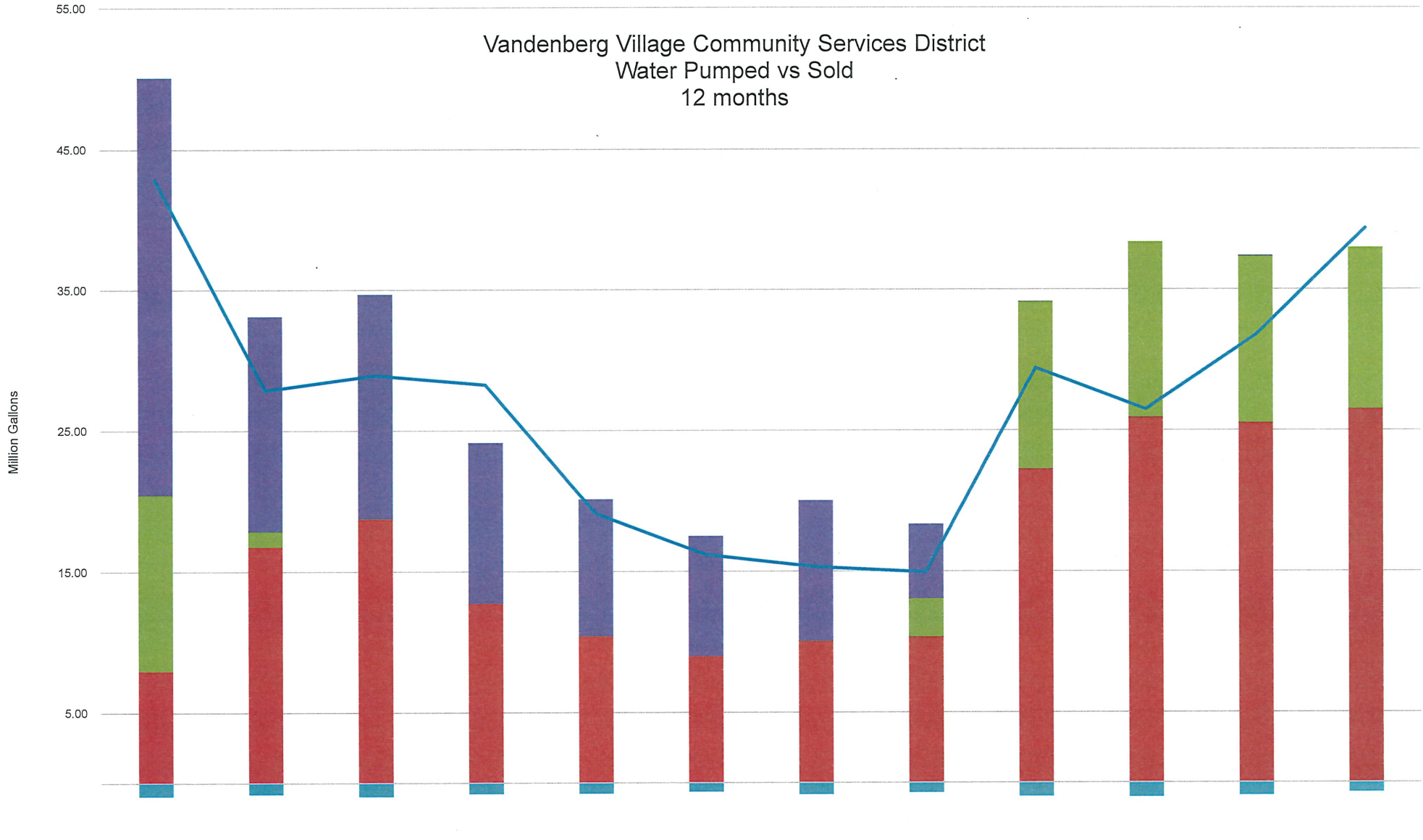
	Date of Expenditure:	01/29/2007		
	Development Share	75%	\$22,500.00	
	Capacity charges applied prior fiscal years		(11,634.06)	
	Capacity charges applied current fiscal year		(76.68)	
	Balance remaining to be funded			\$10,789.26

L/S #2 Upgrade (APN 097-371-019 only)

	Date of Expenditure:	07/01/2021		
	Development Share	20%	\$18,750.00	
	Capacity charges applied prior fiscal years		0.00	
	Capacity charges applied current fiscal year		0.00	
	Balance remaining to be funded			\$18,750.00
				<u>\$4,559,214.04</u>

WASTEWATER FUND - Developers' Reserve Beginning Balance	07/01/2022	\$0.00
Connection Fees Collected		\$12,138.00
Buy in Fees applied		(\$7,618.00)
Capacity Charges applied to completed projects		(\$4,559.67)
Interest Earned		\$39.67
WASTEWATER FUND - Developers' Reserve Ending Balance	06/30/2023	<u>(\$0.00)</u>

Vandenberg Village Community Services District Water Pumped vs Sold 12 months



	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
(5.00)												
Filter Loss	(0.98)	(0.83)	(1.00)	(0.81)	(0.79)	(0.65)	(0.85)	(0.72)	(0.99)	(1.05)	(0.9)	(0.7)
Well 3A	29.63	15.27	15.95	11.39	9.72	8.54	9.94	5.29	0.03	0.00	0.1	0.0
Well 3B	12.49	1.11	0.04	0.00	0.02	0.01	0.02	2.72	11.88	12.50	11.8	11.5
Well 1B	7.94	16.73	18.69	12.72	10.38	8.96	10.04	10.32	22.22	25.87	25.5	26.5
Total Sold	42.8	27.8	28.9	28.2	19.1	16.2	15.3	14.9	29.4	26.5	31.7	39.3



Cal OES ID No: 083-91004

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE Board of Directors OF THE Vandenberg Village Community Services District
 (Governing Body) (Name of Applicant)

THAT General Manager, OR
 (Title of Authorized Agent)
Administrative Services Manager, OR
 (Title of Authorized Agent)
Finance Administrator
 (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the Vandenberg Village Community Services District,
 (Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the Vandenberg Village Community Services District, a public entity established under the
 (Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



Please check the appropriate box below

- This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this 3rd day of October, 2023

 (Name and Title of Governing Body Representative)

 (Name and Title of Governing Body Representative)

 (Name and Title of Governing Body Representative)

CERTIFICATION

I, Stephanie Garner, duly appointed and Board Secretary of

 (Name) (Title)

Vandenberg Village Community Services District, do hereby certify that the above is a true and

 (Name of Applicant)

correct copy of a resolution passed and approved by the Board of Directors

 (Governing Body)

of the Vandenberg Village Community Services District on the 3rd day of October, 2023.

 (Name of Applicant)

 (Signature)

Board Secretary

 (Title)

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors ITEM: 8.A

FROM: Joe Barget, General Manager *J.B.*
Cynthia Allen, Administrative Services Manager *CA*
Patricia LeCavalier, Finance Administrator *PL*

DATE: October 3, 2023

SUBJECT: Annual Audit

Recommendation: Accept the Fiscal Year 2022-23 audit report prepared by Moss, Levy & Hartzheim.

Policy Implications:

- California Government Code § 61118 requires the boards of directors of community services districts to provide for regular audits of the district's accounts and records pursuant to § 26909.
- California Government Code § 26909 requires the audit to conform to generally accepted auditing standards, and the District to file the audit with the auditor-controller and the local agency formation commission within 12 months of the end of the fiscal year.

Resource Impacts: There is \$8,400 in the budget for the preparation of this audit.

Alternatives Considered: Do not accept the audit.

Discussion: Moss, Levy & Hartzheim performed the annual audit of the District's financial statements August 17-18, 2023. The Fiscal Year 2022-23 audit report states that the District has \$23.8 million in total net capital assets. Assets exceeded liabilities by \$30.4 million as of June 30, 2023. This is an increase of \$1.1 million from the fiscal year that ended June 30, 2022.

Compared to FYE 22, operating revenues decreased by 5% to \$4.41 million and operating expenses increased by 2% to \$3.55 million.

Government Accounting Standards Board (GASB) 68 requires disclosure of the CalPERS pension valuation on the Statement of Net Position. This is discussed in depth in the Notes to basic financial statements at the end of the Basic financial statements provided by Moss, Levy & Hartzheim.

There were no material problems. Cynthia Allen and Patricia LeCavalier (finance staff) and Directors Robert Bumpass and Ronald Stassi (Finance/Budget Committee) have done an excellent job of watching over the District's finances.


Attachment: Final audit will be provided to the Directors under separate cover.

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors ITEM: 8.B

FROM: Directors Brooks & Stassi, GSA Committee

BY: Joe Barget, General Manager 

DATE: October 3, 2023

SUBJECT: Sustainable Groundwater Management Act (SGMA)

Recommendations:

- Ratify the Joint Exercise of Powers Agreement for the Santa Ynez River Valley Basin Western Management Area Groundwater Sustainability Agency (WMA GSA).
- Authorize Directors Brooks and Stassi to vote to ratify the agreement, and Board President Brooks to sign it, on behalf of the District.

Policy Implications:

- In September 2014, Governor Jerry Brown signed into law a three-bill legislative package composed of AB 1739 (Dickinson), SB 1168 (Pavley), and SB 1319 (Pavley), collectively known as SGMA.
- SGMA characterized the Santa Ynez River Valley Groundwater Basin as a *medium-priority* basin that is not in critical overdraft. SGMA required basins in this category to:
 - Establish a Groundwater Sustainability Agency (GSA) by June 2017
 - Adopt a Groundwater Sustainability Plan (GSP) by January 2022
- At the December 6, 2016, meeting the Board adopted Resolution 204-16 to join with other local agencies in forming a GSA, and approved a Memorandum of Agreement (MOA) to form a GSA.
- The WMA GSA adopted its GSP on January 18, 2022.
- California Government Code § 6500 et seq., the Joint Exercise of Powers Act, governs joint powers agencies.

- District Ordinance 1.4.1 requires agreements with external agencies to be approved by the Board and signed by the President.
- Director Brooks is the District's primary representative on the WMA GSA Committee. Director Stassi is the alternate.

Resource Impacts:

- This agreement creates a joint powers agency (JPA) known as the WMA GSA.
- The WMA GSA can adopt fees and charges to fund its GSP and comply with SGMA.
- Each member agency's obligations remain the same as the MOA.
- As a separate legal entity, a JPA can shield the funds of its member agencies from liabilities.

Alternatives Considered: Do not ratify the JPA.

Discussion: Under the existing MOA, the WMA GSA prepared, adopted, and submitted its GSP to the California Department of Water Resources (DWR) on January 18, 2022. Groundwater management activities have included monitoring and data collection, annual reporting to DWR, and projects and management actions. These have been coordinated with the other two GSAs, consistent with the Intra-Basin Administrative Agreement (IBAA). The IBAA addressed the possibility of forming one or more new JPAs in the future.

A joint powers agreement is between two or more government agencies and combines their powers and resources. It may also create a JPA as a separate legal entity to work on common purposes; in this case, SGMA. JPAs are required by law to comply with various laws such as the Brown Act and to arrange for an annual audit.

As a separate agency, the WMA GSA JPA will have a board of directors that will appoint four officers: chair, vice chair, treasurer, and secretary. The board will consist of elected officials or members of management appointed by the member agency's governing body.

Attachment: Joint Exercise of Powers Agreement for the Santa Ynez River Valley Basin Western Management Area Groundwater Sustainability Agency, dated August 23, 2023

**JOINT EXERCISE OF POWERS AGREEMENT
SANTA YNEZ RIVER VALLEY BASIN WESTERN MANAGEMENT AREA
GROUNDWATER SUSTAINABILITY AGENCY**

This Joint Exercise of Powers Agreement (“Agreement”) is made and entered into this _____ day of _____ 2023 by and between the City of Lompoc (“Lompoc”); Mission Hills Community Services District (“Mission Hills” or “MHCS”), Vandenberg Village Community Services District (“Vandenberg Village” or “VVCS”), Santa Ynez River Water Conservation District (“SYRWCD” or “District”), and the Santa Barbara County Water Agency (“Santa Barbara”), also each referred to individually as “Member” and collectively as “Members,” for the purposes of forming a joint powers agency to serve as the Groundwater Sustainability Agency for the Western Management Area of the Santa Ynez River Valley Groundwater Basin. This joint powers agency shall hereinafter be known as the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency (“WMA GSA” or “GSA”).

RECITALS

THIS AGREEMENT is made with reference to the following facts:

A. WHEREAS, the Sustainable Groundwater Management Act of 2014 (“SGMA”), including but not limited to Water Code section 10720 et seq., requires Groundwater Sustainability Agencies (“GSAs”) to manage medium and high priority groundwater basins throughout the state through the adoption and implementation of Groundwater Sustainability Plans (“GSPs”). SGMA defines “basin” as a basin or sub-basin identified and defined in Bulletin 118, a publican of the California Department of Water Resources (“DWR”).

B. WHEREAS, the Santa Ynez River Valley Groundwater Basin (also referred to as the “Santa Ynez Groundwater Basin” or “Basin”), identified and defined by DWR in Bulletin 118 as Basin 3-15, has been designated by DWR as a medium priority basin.

C. WHEREAS, Bulletin 118 describes the Basin as being in three portions, the eastern, central, and western. The western portion consists of the Lompoc Plain, Lompoc Terrace, and Lompoc Upland; the central portion consists of the Buellton Upland, and the eastern portion consists of the Santa Ynez Uplands. For the purpose of implementing SGMA, each portion of the Basin as described by DWR has been designated as a separate “Management Area” as authorized by SGMA, where the three Management Areas cover the entire Basin defined by Bulletin 118.

D. WHEREAS, for purposes of administering its groundwater usage program and other water management functions, the District also generally recognizes these hydrogeologic units.

E. WHEREAS, the map attached hereto as Exhibit A depicts the boundaries

of the three Management Areas of the Basin.

F. WHEREAS, in 2016, local public agencies eligible to form a GSA or GSAs in the Basin determined that a separate GSA would be formed for each Management Area of the Basin (see Memorandum of Understanding for Implementation of the Sustainable Groundwater Management Act in the Santa Ynez River Valley Groundwater Basin, dated May 23, 2016).

G. WHEREAS, effective January 11, 2017, the Members entered into a "Memorandum of Agreement for Formation of a Groundwater Sustainability Agency for the Western Management Area in the Santa Ynez Valley Groundwater Basin under the Sustainable Groundwater Management Act" ("2017 MOA"), which established the Members as the participating agencies of the WMA GSA created by the 2017 MOA.

H. WHEREAS, the District covers approximately 64 percent of the WMA, comprising the Lompoc Plain, Lompoc Terrace, and Lompoc Uplands (including the Santa Rita Valley). This area includes the City of Lompoc, the communities of Vandenberg Village and Mission Hills, the Lompoc Federal Correctional Complex ("Lompoc FCC") and portions of Vandenberg Air Force Base ("VAFB"). VAFB covers the majority of the remaining WMA outside the District (approximately the remaining 35 percent of the WMA). As Federal entities, VAFB and Lompoc FCC are not required to be subject to SGMA. The Santa Barbara County Water Agency ("County Water Agency") covers approximately 1 percent of the WMA area not within the District, VAFB, and Lompoc FCC. Lompoc, the District, VVCSD, MHCSO, and the County Water Agency represent all of the public agencies (as defined by SGMA) that were eligible to form a GSA in the WMA. The formation of the WMA GSA was supported by the following:

- a. The District has augmented the groundwater supply for the WMA through water rights releases under California State Water Resource Control Board ("SWRCB") Order 89-18 and preceding SWRCB orders since 1953.
- b. The District has monitored groundwater production and groundwater storage in the Basin, including the WMA, since 1979.
- c. The District, Lompoc, VVCSD, and MHCSO have a history of collaboration on projects that benefit groundwater use and management in the WMA. These include: 1) comprehensive studies of supplemental winter groundwater recharge from the river; 2) interconnections between the entities' water systems for operational flexibility and increased system reliability; and 3) comprehensive U.S. Geological Survey hydrogeologic studies of the WMA in the late 1980s through the early 1990s and ongoing monitoring of groundwater levels and groundwater quality.

I. WHEREAS, pursuant to separate Memoranda of Understanding, the local public agencies in the Eastern Management Area ("EMA") and the Central Management Area ("CMA") of the Basin, respectively, formed an EMA GSA and a CMA GSA in the

Basin.

J. WHEREAS, effective February 26, 2020, the local public agencies participating in the EMA GSA, the WMA GSA, and the CMA GSA entered into the "Intra-Basin Administrative Agreement for Implementation of the Sustainable Groundwater Management Act in the Santa Ynez River Valley Groundwater Basin."

K. WHEREAS, in accordance with Water Code section 10727.6 and California Code of Regulations, title 23, section 357.4, the EMA GSA, the WMA GSA, and the CMA GSA entered into the Santa Ynez River Valley Groundwater Basin Coordination Agreement, effective January 1, 2022.

L. WHEREAS, the WMA GSA formed under the 2017 MOA has already developed, adopted, and submitted a Groundwater Sustainability Plan ("GSP") for the WMA to DWR as required by SGMA; and

M. WHEREAS, each of the Members is duly organized and existing under the laws of the State of California and is a local agency qualified to become or form a GSA under the SGMA for the WMA of the Basin; and

N. WHEREAS, pursuant to SGMA, specifically Water Code section 10723.6, and the Joint Exercise of Powers Act, Government Code section 6500 et seq., the Members are authorized to create a joint powers agency to jointly exercise any power common to the Members together with such powers as are expressly set forth in the Joint Exercise of Powers Act and in SGMA.

O. WHEREAS, the Members hereby intend to reform the existing WMA GSA established under the 2017 MOU as a separate entity under the Joint Exercise of Powers Act in order to implement the WMA GSP and sustainably manage the WMA under SGMA.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, the Members hereby agree as follows:

**ARTICLE 1
INCORPORATION OF RECITALS**

1.1 The foregoing recitals are true and correct and are incorporated herein by reference.

**ARTICLE 2
DEFINITIONS**

The following terms shall have the following meanings for purposes of this

Agreement:

2.1 “Agreement” means this Joint Exercise of Powers Agreement reforming the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency.

2.2 “Basin” means the Santa Ynez River Valley Groundwater Basin, as identified and defined by DWR in Bulletin 118 (as Basin 3-15) as of the Effective Date of this Agreement or as modified pursuant to Water Code section 10722.2.

2.3 “Bulletin 118” means DWR’s report entitled “California Groundwater: Bulletin 118” updated in 2016 and 2020, and as it may be subsequently updated or revised in accordance with Water Code section 12924.

2.4 “Board of Directors” or “Board” means the governing body of the WMA GSA as established by Article 7 of this Agreement.

2.5 “WMA” means the Western Management Area of the Basin, as defined and depicted in the GSP for the WMA, as amended from time to time pursuant to SGMA.

2.6 “WMA GSA” or “GSA” means the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency, formed under the 2017 memorandum of agreement and reformed as a separate joint powers authority through this Agreement.

2.7 “Director(s)” and “Alternate Director(s)” means a Director or Alternate Director appointed by a Member or appointed by the Directors representing the Members pursuant to Articles 7.2 and 7.3 of this Agreement.

2.8 “DWR” means the California Department of Water Resources.

2.9 “GSP” means a Groundwater Sustainability Plan, as defined by SGMA in Water Code section 10727 et seq.

2.10 “Joint Exercise of Powers Act” means Government Code section 6500 et seq., as amended from time to time.

2.11 “Member” or “Members” means an entity or the entities authorized by SGMA and other applicable law to participate in the WMA GSA as reformed by this Agreement and included in Article 6.1 of this Agreement, or any entity that becomes a new Member of the WMA GSA pursuant to Article 6.2 of this Agreement.

2.12 “Officer(s)” means the Chair, Vice Chair, Secretary, or Treasurer of the WMA GSA to be appointed by the Board of Directors pursuant to Article 8.2 of this Agreement.

2.13 “SGMA” means the Sustainable Groundwater Management Act, including but not limited to Water Code section 10720 et seq., as SGMA may be amended from

time to time.

2.14 "State" means the State of California.

2.15 "Voluntary Contribution" means a payment to the WMA GSA at the sole discretion of the payor that is neither a grant nor a direct Member payment made pursuant to Article 14.2(e).

**ARTICLE 3
CREATION OF THE WMA GSA**

3.1 Creation of a Joint Powers Agency. There is hereby created, pursuant to the Joint Exercise of Powers Act and ,SGMA, a joint powers agency, which is a public entity separate from the Members, and shall be known as the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency ("WMA GSA" or "GSA"). The boundaries of the WMA GSA shall be coterminous with the boundaries of the WMA portion of the Basin as established by the WMA GSP and depicted in Exhibit A attached hereto and incorporated herein by reference, which may be amended from time to time pursuant to SGMA. It is the intent of the Members that this Agreement reforms the GSA currently existing under the 2017 memorandum of understanding.

3.2 Notices. Within 30 days after the Effective Date, and after any amendment hereto, the GSA shall cause a notice of this Agreement to be prepared and filed with the office of the California Secretary of State containing the information required by Government Code section 6503.5. Within 30 days after the Effective Date, the GSA shall cause a statement of the information concerning the GSA, required by Government Code section 53051, to be filed with the office of the California Secretary of State and with the County Clerk for the County of Santa Barbara, setting forth the facts required to be stated pursuant to Government Code section 53051(a). Within 30 days after the Effective Date, the GSA shall inform DWR of the Members' decision and intent to undertake sustainable groundwater management within the WMA in accordance with Water Code section 10723.8 through this JPA.

3.3 Purpose of the WMA GSA. The purpose of the WMA GSA is to implement and comply with SGMA in the WMA portion of the Santa Ynez River Valley Groundwater Basin by serving as the WMA's GSA, implementing the GSP for the WMA, and coordinating with the EMA GSA and CMA GSA in sustainably managing the Basin pursuant to SGMA.

**ARTICLE 4
TERM**

4.1 This Agreement shall become effective on the last date on which all of the Members listed in Article 6.1 sign this Agreement ("Effective Date"), after which notices

shall be filed in accordance with Article 3.2. This Agreement shall remain in effect until terminated pursuant to the provisions of Article 16 of this Agreement.

ARTICLE 5 POWERS

5.1 The WMA GSA shall possess the common powers set forth in this Agreement together with such other powers as are expressly set forth in the Joint Exercise of Powers Act and in SGMA, subject to the limitations set forth therein.

5.2 For purposes of Government Code section 6509 and Water Code section 10730.6(d), the powers of the WMA GSA shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on Santa Barbara, and in the event of the withdrawal of Santa Barbara as a Member under this Agreement the manner of exercising the GSA's powers shall be exercised subject to those restrictions imposed on Lompoc.

5.3 The WMA GSA shall have all powers that a GSA is authorized to exercise as provided by SGMA, including without limitation the power to implement the GSP, update the GSP every 5-years, and meet the requirements set forth in the Intra-Basin Coordination Agreement.

5.4 The WMA GSA shall have the power to impose and receive fees under SGMA to fund the WMA GSA and GSP implementation.

5.5 The WMA GSA shall have the following additional powers:

- a) To make and enter contracts, including contracts with its Members;
- b) To employ agents, attorneys, consultants, and employees or to contract for personnel to fulfill its mission and purpose;
- c) To lease, acquire, construct, manage, maintain, or operate any building, works or improvements;
- d) To lease, acquire, hold, or dispose of real or personal property;
- e) To borrow money, issue bonds, and incur debts, liabilities, or obligations for the purpose of paying all or any part of the costs of any other authorized activity of the GSA, which debts, liabilities, and obligations shall not constitute debts, liabilities, or obligations of any Members;
- f) To receive gifts, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities, provided that the WMA GSA consents to such gifts, contributions, and donations;

- g) To fix the compensation, if any, paid to the Plan Manager, Secretary, Treasurer, and Legal Counsel, in compliance with all applicable laws;
- h) To prescribe the duties, compensation, and other terms and conditions of employment of other agents, officers, and employees;
- i) To adopt reasonable rules and regulations for the conduct of the day-to-day operations of the WMA GSA and other rules and regulations as permitted by SGMA;
- j) To apply for, accept, receive, and disburse grants, loans, and other aid from any agency of the United States of America or of the State of California;
- k) To sue and be sued in its own name;
- l) To invest money in the treasury, pursuant to Government Code section 6505.5, that is not required for the immediate necessities of the WMA GSA;
- m) To contract and pay compensation for professional, financial, and other services;
- n) To carry out and enforce all provisions of this Agreement;
- o) To exercise any power necessary or incidental to the foregoing powers.

ARTICLE 6 MEMBERSHIP

6.1 Members. The Members of the WMA GSA shall be:

- (a) City of Lompoc;
- (b) Santa Barbara County Water Agency;
- (c) Vandenberg Village Community Services District;
- (d) Mission Hills Community Service District; and
- (e) Santa Ynez River Water Conservation District

as long as they have not, pursuant to the provisions hereof, withdrawn from this Agreement.

6.2 New Members. Any entity authorized by SGMA and other applicable law to participate in the WMA GSA, that is not a Member on the Effective Date of this Agreement,

may become a Member upon all of the following:

- (a) The approval of the Board of Directors as specified in Article 12.3;
- (b) Amendment of the Agreement in accordance with Article 18.2; and
- (c) Payment by the new Member of a pro rata share of all previously incurred costs that the Board of Directors determines are appropriate for assessment on the new Member.

ARTICLE 7 BOARD OF DIRECTORS

7.1 Formation of the Board of Directors. The WMA GSA shall be governed by a Board of Directors ("Board"). Directors shall include one representative from each of the Members identified in Article 6.1.

7.2 Appointment of Directors. Directors shall be appointed by the represented Member's governing body. Each Director representing a Member shall be an elected official or member of management of the appointing Member.

7.3 Alternate Directors. Each Director shall have one Alternate Director to act as a substitute Director for that Director in his or her absence. All Alternate Directors shall be appointed in the same manner as set forth in Article 7.2. Alternate Directors shall not vote or participate in any deliberations of the Board unless appearing as a substitute for a Director due to absence or conflict of interest. If a Director is not present, or if a Director has a conflict of interest which precludes participation by the Director in any decision-making process of the Board, the Alternate Director appointed to act in his/her place shall assume all roles of the Director, and shall have the authority to act on behalf of the absent Director, including but not limited to participating in open session and closed session deliberations and casting votes on matters before the Board. An Alternate Director representing a Member shall be an elected official or member of management of the appointing Member.

7.4 Requirements. Each Director and Alternate Director shall be appointed as set forth in Article 7.2. Directors and Alternate Directors representing a Member shall serve at the pleasure of the governing body of the appointing Member. No individual Director or Alternate Director representing a Member may be removed except by the vote of the governing body of the Member that appointed him/her.

7.5 Vacancies. Upon the resignation or removal of a Director, the Alternate Director shall serve as Director until a new Director is appointed as set forth in Article 7.2. Upon the resignation or removal of an Alternate Director, a new Alternate Director shall be appointed as set forth in Articles 7.2 and 7.3. A Member shall submit any changes in

its Director or Alternate Director positions to the Board or Plan Manager.

7.6 Duties of the Board of Directors. The business and affairs of the WMA GSA, and all of its powers, including without limitation all powers set forth in Article 5, are reserved to and shall be exercised by and through the Board of Directors, except as may be expressly delegated to the Plan Manager or others pursuant to this Agreement, Bylaws of the GSA, the WMA GSP, or specific action of the Board of Directors.

7.7 Director and Alternate Compensation. No Director or Alternate Director shall be compensated by the WMA GSA in connection with any meetings or other activities undertaken as a representative of the GSA. Nothing in this Article is intended to prohibit a Member from compensating its Director or Alternate Director for compensable activities undertaken as a Director or Alternate Director of the GSA Board.

ARTICLE 8 OFFICERS

8.1 Officers. Officers of the WMA GSA shall be a Chair, Vice Chair, Secretary, and Treasurer. Additional officers may be appointed by the Board as it deems necessary.

- (a) Chair. The Chair shall preside at all meetings of the Board of Directors, and shall be a member of the Board.
- (b) Vice Chair. The Vice Chair shall exercise all powers of the Chair in the Chair's absence or inability to act, and shall be a member of the Board.
- (c) Secretary. The Secretary shall keep minutes of meetings of the Board of Directors and shall perform other duties and responsibilities as properly delegated by the Board. The Secretary may, but need not, be a member of the Board.
- (d) Treasurer. The Treasurer shall perform the duties and responsibilities specified in Government Code sections 6505.5 and 6505.6. The Treasurer may, but need not, be a member of the Board.

8.2 Appointment of Officers. Officers shall be appointed annually by, and serve at the pleasure of, the Board of Directors. Officers shall be appointed at the first Board meeting, and thereafter at the first Board meeting following January 1st of each year. The Director from SYRWCD shall be designated as the Chair Pro Tem to preside at the first meeting of the Board until a Chair is appointed by resolution of the Board. An Officer may serve for multiple consecutive terms, with no term limit. Any Officer may resign at any time upon written notice to the Board, and may be removed and replaced by a decision of the Board in accordance with Article 11.3(a). Notwithstanding the foregoing, the Treasurer shall be appointed in the manner specified in Government Code sections 6505.5 and 6505.6.

8.3 Principal Office. The principal office of the WMA GSA shall be established

by the Board of Directors, and may thereafter be changed by the Board.

ARTICLE 9 PLAN MANAGER & STAFF

9.1 Hiring. The Board may hire a Plan Manager or other designated manager of the WMA GSA, as well as any needed staff, consultants, and Legal Counsel, who may be hired as an employee of the WMA GSA or by contract with the WMA GSA. The Plan Manager and Legal Counsel may be, but need not be, officers, employees, or representatives of one of the Members.

9.2 Compensation. The Plan Manager, staff, consultants, and Legal Counsel's compensation shall be determined by the Board.

9.3 Duties. The Plan Manager, staff, consultant and Legal Counsel shall serve at the pleasure of the Board. The Plan Manager shall be responsible to the Board for the property and efficient administration of the GSA and act as a point of contact for the GSA. The Plan Manager shall have the powers designated by the Board, and otherwise as set forth in the GSA Bylaws.

10.4 Termination. The Plan Manager shall serve until his/her resignation or until the Board terminates the Plan Manager's employment or contract.

ARTICLE 10 GSA DIRECTOR MEETINGS

10.1 Initial Meeting. The initial meeting of the WMA GSA Board of Directors shall be called by the Chair Pro Tem and held within the boundaries of the WMA, within sixty (60) days of the Effective Date of this Agreement.

10.2 Time and Place. The Board of Directors shall meet at least quarterly, at a date, time, and place set by the Board, and at such other dates, times, and places as may be determined by the Board.

10.3 Special Meetings. Special meetings of the Board of Directors may be called by the Chair or by a simple majority of Directors, in accordance with the Ralph M. Brown Act (Government Code section 54950 et seq.).

10.4 Conduct. All meetings of the Board of Directors, including special meetings, and any meetings involving teleconferencing to the extent allowed by law, shall be noticed, held, and conducted in accordance with the Ralph M. Brown Act (Government Code section 54950 et seq.).

10.5 Local Conflict of Interest Code. The Board of Directors shall adopt a local conflict of interest code pursuant to the provisions of the Political Reform Act of 1974

(Government Code section 81000 et seq.).

ARTICLE 11 VOTING

11.1 Quorum. A quorum of any meeting of the Board of Directors shall consist of a majority of the Directors. In the absence of a quorum, any meeting of the Directors may be adjourned by a vote of the simple majority of Directors present, but no other business may be transacted.

11.2 Director Votes. Voting by the Board of Directors shall be weighted as follows:

- (a) The Director representing Lompoc shall have two (2) votes;
- (b) The Director representing Vandenberg Village shall have one (1) vote;
- (c) The Director representing Mission Hills shall have one (1) vote;
- (d) The Director representing SYRWCD shall have four (4) votes; and
- (e) The Director representing Santa Barbara shall be a non-voting member.

A Director, or an Alternate Director when acting in the absence of a Director, may vote on all matters of GSA business unless disqualified.

11.3 Decisions of the Board.

- (a) Majority Approval. Except as otherwise specified in Article 11.3(b), all decisions of the Board of Directors shall require the affirmative vote of more than 50 percent of the vote total in accordance with Article 11.2
- (b) Supermajority Approval. Notwithstanding Article 11.3(a), a minimum 75 percent vote total in accordance with Article 11.2 shall be required to approve any of the following: (i) the annual budget; (ii) any substantive amendment to the WMA GSP; (iii) addition of new Members pursuant to Article 6.2; (iv) establishment and levying of any fee, charge, or assessment; (v) adoption or amendment of the GSA Bylaws; (vi) regulation, limitation, or suspension of extractions from groundwater wells; or (vii) issuance of bonds or other forms of

indebtedness.

ARTICLE 12 BYLAWS

13.1 The Board of Directors may approve and amend, as needed, Bylaws for the WMA GSA.

ARTICLE 13 ACCOUNTING PRACTICES

13.1 General. The Board of Directors shall establish and maintain such funds and accounts as may be required by generally accepted public agency accounting practices. The WMA GSA shall maintain strict accountability of all funds and a report of all receipts and disbursements of the GSA. The GSA shall hire an independent auditor to audit its funds and accounts as required by law.

13.2 Fiscal Year. Unless the Board of Directors decides otherwise, the fiscal year for the WMA GSA shall run from July 1st to June 30th.

ARTICLE 14 BUDGET AND EXPENSES

14.1 Budget. The Board of Directors shall adopt an annual budget for the WMA GSA.

14.2 GSA Funding and Contributions.

- (a) For the purpose of funding the expenses and ongoing operations of the WMA GSA, the Board of Directors shall maintain a funding account in connection with the annual budget process.
- (b) The WMA GSA may endeavor to pursue and apply for grants and/or loans to fund a portion of the cost of implementing the WMA GSP as the Board may direct.
- (c) The Board of Directors may accept Voluntary Contributions from Members or other persons or entities that are not subject to reimbursement by the GSA, and may accept Voluntary Contributions from Members or other persons or entities that are to be reimbursed by the GSA. The Board of Directors will execute a contract with any party making a Voluntary Contribution and such contract will contain

the terms by which the WMA GSA accepts the Voluntary Contribution.

- (d) There are several vehicles to capture costs for implementing SGMA pursuant to Water Code sections 10730, *et seq.* The Board of Directors may pursue funding through any means allowable by law, including but not limited to fees and/or charges.
- (e) To the extent other funds are not available to pay WMA GSA expenses, each Member will pay the following percentage of such expenses:

SYWRCD:	50%
Lompoc:	25%
Mission Hills:	12.5%
Vandenburg Village:	12.5%
Santa Barbara:	0%

- (f) The GSA will apply funds available in the funding account to WMA GSA expenses in the following order:
 - (i) Voluntary Contributions not subject to reimbursement by the GSA
 - (ii) Grant funds
 - (iii) Revenue generated from fees/charges
 - (iv) Bond proceeds from any bonds issued pursuant to this Agreement
 - (v) Voluntary Contributions subject to reimbursement by the GSA
 - (vi) Direct payments from Members made pursuant to Article 14.2(e).

14.3 Issuance of Indebtedness. The GSA may issue bonds, notes, or other forms of indebtedness, provided such issuance is approved at a meeting of the Board of Directors by supermajority vote in accordance with Article 11.3(b).

**ARTICLE 15
LIABILITIES**

15.1 Liability. In accordance with Government Code section 6508.1, the debts, liabilities, and obligations of the WMA GSA, other than any retirement liabilities if it contracts with a public retirement system, shall be the debts, liabilities, and obligations of

the GSA alone, and not of any of the Members individually or jointly.

15.2 Indemnity. The WMA GSA, and those persons, agencies, consultants, entities, and instrumentalities used by it to perform the functions authorized by this Agreement, SGMA, and other applicable law, whether by contract, employment, or otherwise, shall be exclusively liable for any and all injuries, costs, expenses, claims, suits, actions, proceedings, losses, liabilities, damages, judgments, or other obligations of whatever kind arising from or related to activities of the GSA. The GSA agrees to indemnify, defend, and hold harmless each Member, each Director and Alternate, and each Member's governing board, officers, officials, representatives, agents, and employees from and against any and all claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, liabilities, damages, judgments, expenses, costs, including but not limited to attorney's fees, consultant' fees, and expert fees, and/or other obligations of whatever kind arising from or related or attributable to the GSA or this Agreement ("Claims").

In addition to the foregoing, funds of the WMA GSA may be used to defend, indemnify, and hold harmless the GSA, each Member, each Director and Alternate Director, and any officers, officials, agents, or employees of the GSA for their actions taken within the course and scope of their duties while acting on behalf of the GSA against any such Claims.

The Members do not intend hereby to be obligated either jointly or severally for any Claims or any other debts, liabilities, or obligations of the GSA, except as may be specifically provided for in Government Code section 895.2. Provided, however, if any Member(s) of the GSA are, under such applicable law, held liable for the acts or omissions of the GSA, such parties shall be entitled to contribution from the other Members so that after said contributions each Member shall bear such liability in the proportions set forth in Article 14.2(e).

15.3 Insurance. The WMA GSA may procure appropriate policies of insurance providing coverage to the GSA and its Directors, Alternate Directors, officers, officials, agents, and employees for general liability, errors and omissions, property, workers compensation, and any other coverage the Board deems appropriate. Such policies shall, if feasible, name the Members as additional insureds.

ARTICLE 16 WITHDRAWAL OF MEMBERS

16.1 Unilateral Withdrawal. Any Member may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon thirty (30) days written notice to the Board of Directors and all other Members.

16.2 Termination of Agreement and GSA. This Agreement and the WMA GSA established under this Agreement may be terminated by unanimous written consent of all

Members, except during the outstanding term of any WMA GSA indebtedness.

16.3 Effect of Withdrawal or Termination. After the effective date of withdrawal, any Member who withdraws from the GSA shall have no right to participate in the business and affairs of the GSA, except through public participation, and shall have no right to exercise any rights of a Member under this Agreement. Provided, however, that nothing contained in this Article 16.3 shall be construed as affecting a withdrawing Member's right to reimbursement or return of capital from the GSA in accordance with Article 14 or any agreement between the GSA and the withdrawing Member. Provided further, that notwithstanding the foregoing, nothing contained in this Article 16.3 shall be construed as prohibiting a Member that has withdrawn from the GSA to become a separate groundwater sustainability agency within its jurisdiction in accordance with SGMA. Nothing in this section shall be construed as obligating the WMA GSA to consent to formation or designation of another GSA for any portion of the Basin.

16.4 Return of Contribution. Upon termination of this Agreement, and to the extent a successor public entity is established which will carry on the functions of the WMA GSA and assume its assets, the assets of the GSA shall be transferred to the successor public entity. If there is no successor public entity which will carry on the functions of the GSA, then, subject to the requirements of Article 14, any surplus capital on-hand shall be returned to the Members in proportion to their payment obligations in Article 14.2(e) and the Board of Directors shall first offer any property, works, rights, and interests of the GSA for sale to the Members on terms and conditions determined by the Board of Directors. If any property, works, rights, and interests of the GSA remain after first being offered for sale to the Members, the Board of Directors shall then offer the property, works, rights, and interests of the GSA for sale to any non-Member for good and adequate consideration. Subject to the requirements of Article 14, the net proceeds from any such sales shall be distributed among the Members in proportion to their payment obligations in Article 14.2(e). The Board of Directors may, in its sole discretion, determine whether an entity constitutes a successor public entity under this paragraph.

ARTICLE 17 MISCELLANEOUS PROVISIONS

17.1 Notices. Notices to a Member shall be sufficient if delivered to the clerk or secretary of the respective Member's governing body and addressed to the Member at the address noted on the signature page or at such other address or to such other person that the Member may designate in accordance with this Article. Delivery may be accomplished by personal delivery, with postage prepaid by first class mail, registered or certified mail, express courier, facsimile, or electronic mail (email). The date of receipt of the notice shall be the date of actual personal service or three days after the postmark on certified mail.

17.2 Amendments to Agreement. This Agreement may be amended or modified at any time only by subsequent written agreement approved and executed by all of the

Members.

17.3 Agreement Complete. This Agreement constitutes the full and complete agreement of the Members with respect to the matters set forth by this Agreement. This Agreement supersedes all prior agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing. Notwithstanding this paragraph, this Agreement does not alter the parties' obligations under the Intra-Basin Administrative Agreement for Implementation of the Sustainable Groundwater Management Act in the Santa Ynez River Valley Groundwater Basin, dated February 26, 2020. In regards to the 2017 MOA, as soon as DWR accepts this Agreement and the WMA GSA formed hereunder as the governing GSA for the Western Management Area of the Basin, then this Agreement will supersede the 2017 MOA in its entirety and this Agreement and the WMA GSA formed hereunder will take over all activities as the governing GSA for the Western Management Area of the Basin.

17.4 Severability. Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any applicable federal law or any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, or provisions hereof shall not be affected thereby, provided however, that if the remaining parts, terms, or provisions do not comply with the Joint Exercise of Powers Act, this Agreement shall terminate.

17.5 Withdrawal by Operation of Law. Should the participation of any Member to this Agreement be decided by a court of competent jurisdiction to be illegal or in excess of that Member's authority or in conflict with any law, resulting in the withdrawal of such Member from this Agreement, the validity of this Agreement as to the remaining Members shall not be affected thereby.

17.6 Assignment. The rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void.

17.7 Binding on Successors. Subject to Article 17.6, this Agreement shall inure to the benefit of, and be binding upon, the successor of any Member.

17.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

17.9 Member Authorization. The governing bodies of the Members have each authorized execution of this Agreement and all signatories to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the

names, titles, and capacities stated herein and on behalf of the respective Members.

18.12 No Third Party Beneficiary. Except as expressly set forth herein, this Agreement is not intended to benefit any person or entity not a party hereto.

IN WITNESS WHEREOF, the Members have executed this Agreement to be effective on the date executed by the last Member as set forth in Article 4.1.

CITY OF LOMPOC

By: _____

Address: _____

Email _____

Facsimile _____

MISSION HILLS COMMUNITY SERVICES DISTRICT

By: _____

Address: _____

Email _____

Facsimile _____

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

By: _____

Address: _____

Email _____

Facsimile _____

SANTA YNEZ RIVER WATER CONSERVATION DISTRICT

By: _____

Address: _____

Email _____

Facsimile _____

SANTA BARBARA COUNTY WATER AGENCY

By: (Signature on following page)

Address: _____

Email _____

Facsimile _____

ATTEST:

INSERT NAME

County Executive Officer
Clerk of the Board, Ex Officio Clerk of the
Santa Barbara County Water Agency

By: _____
Deputy Clerk

**SANTA BARBARA COUNTY WATER
AGENCY:**

By: _____
Chair, Board of Directors

Date:

RECOMMENDED FOR APPROVAL:

Santa Barbara County Water Agency

By: _____
Department Head

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

APPROVED AS TO FORM:

INSERT NAME

County Counsel

By: _____
Deputy County Counsel

**APPROVED AS TO ACCOUNTING
FORM:**



INSERT NAME

Auditor-Controller

By: _____
Deputy

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors ITEM: 8.C
FROM: Joe Barget, General Manager 
Mike Garner, Operations & Maintenance Manager 
DATE: October 3, 2023
SUBJECT: Iron & Manganese Filter

Recommendation: Accept a \$384,577 quote from Pureflow Filtration Division to rehabilitate and upgrade the iron & manganese filter and authorize the General Manager to sign it.

Policy Implications:

- The US Environmental Protection Agency (EPA) and the state of California adopted secondary drinking water standards for iron and manganese.
- California Public Contract Code §§ 20680-20683, which specifically apply to community services districts, require competitive bidding for construction contracts when the cost exceeds \$25,000; however, this project involves upgrading a piece of equipment and changing our water treatment process.
- VVCSD Code of Ordinances § 1.6.1.3 requires Board approval for contracts and purchases exceeding \$25,000.

Resource Impacts:

- Capital projects like this one are funded from capital reserves. Currently, the District has \$1.1 million in water reserves with \$450,000 earmarked in the FY 2023-24 Capital Budget for rehabilitating the filter.
- Inflation has skyrocketed and lead times have drastically increased since the budget estimate was prepared.

Alternatives Considered: None

Discussion: Iron and manganese are naturally occurring minerals found in the earth's crust. Iron is the most abundant element on Earth. Both minerals are essential human dietary elements.

Iron and manganese are two of the 15 contaminants that have secondary drinking water standards. Secondary standards are non-enforceable guidelines regulating contaminants that may cause cosmetic effects (such as skin or tooth discoloration) or aesthetic effects (such as taste, odor, or color) in drinking water. EPA recommends secondary standards to water systems but does not require systems to comply with the standard. However, states may choose to adopt them as enforceable standards. California chose to adopt them as enforceable standards.

The table below contains data from the last Title 22 testing for the district's groundwater wells, on March 14, 2023, and the maximum contaminant level (MCL) in parts per billion (ug/L):

Source	Iron	Manganese
Well 1B	Not Detected	220
Well 3A	Not Detected	120
Well 3B	1500	120
MCL	300	50

In 1979 Park Water Company purchased and installed the Filtronics FH-1 iron & manganese filter containing a proprietary media. During the early years of operation, a lot of the media was lost during backwash cycles powered by a 25-horsepower pump with a pressure-reducing valve at a rate of 3,000 gallons per minute (gpm). In 1986, Park Water replaced the proprietary media with less-expensive silica sand, the pump was removed, and head pressure from the clear well was used to accomplish backwashing at 1,650 gpm. The filter system has reduced iron and manganese levels and performed well for over 40 years.

From January 30-February 9, Pat Kennedy and Archie MacDonald from Pureflow performed a pilot study on filter operation with Jeff Cole. Pat Kennedy was one of the co-owners of Filtronics who designed and installed

the filter. Filter systems then were designed to handle source water that could be high in organics by superchlorinating the influent water with sodium hypochlorite (to kill organics) and then adding sodium bisulfite (to reduce chlorine and pH) within two mixing tanks ahead of the filter.

The pilot filter study showed that Wells 1B and 3A now contain high levels of ammonia (N) and total organic carbon (T.O.C.). Each of these contaminants exhibits high chlorine demand. The T.O.C. is chelated (grabs and bonds to) with iron/manganese. This chelation is the reason for incomplete oxidation and the reason residual solids in the backwash water are not settling evenly.

Chlorine alone will not break the chelated iron/manganese bond. Sodium permanganate (NaMnO_4) is required, along with sodium hypochlorite (NaOCl) to completely oxidize all raw water contaminants and break the chelated metals bond. Complete oxidation of all contaminants is required to remove them from the filter media during the backwash cycle.

The project replaces the following: (1) large mixing tanks with smaller, static flash mixers, (2) old air valves with new electronic valves, (3) undersized laterals with new, engineered stainless steel underdrain laterals, and (4) silica sand media with PM-200 permanent catalytic adsorptive media. A new, upgraded backwash variable-frequency drive (VFD) pump system will be installed. The project is designed to improve filter operations and water quality (taste, odor, and clarity).

Staff recommends accepting the quote and the 35%-20%-25%-20% payment schedule.

Attachment: Pureflow Quote P2303022 Rev 4, dated September 22, 2023

6739 Washington Ave.
Whittier CA 90601

sales@waterbypureflow.com

+1 562 945 3425
+1 800 926 3426

www.waterbypureflow.com

QUOTATION

TO: Vandenberg Village C.S.D.
3745 Constellation Rd
Lompoc, CA 93436

jbarget@vvcasd.com

Attn: Joe Barget



DATE:	QUOTE #:	REVISION #:
September 22, 2023	P2303022	4
SUBJECT:	Iron / Manganese Filter Remediation	
REFERENCE:	Pureflow Filtration Pilot Study Report	

WE ARE PLEASED TO OFFER OUR QUOTATION ON THE FOLLOWING

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED
		Introduction		
I		Pureflow Filtration Div. personnel conducted a field pilot filter study to optimize the chemical pretreatment process, chemical mixing and pressure filtration system that was originally installed by Park Water Company at their Vandenberg Village W.T.P. in 1978. The original well water source has changed, and the filter treatment processes have been revised multiple times. This quotation is based on the results of our pilot study that was conducted from January 30 th to February 9 th , 2023.		
II		Pureflow Filtration Div. will remediate the existing iron and manganese filter located at V.V.C.S.D. Equipment and service will include the following: Remove filter media and underdrains, install new underdrain laterals, install PM-200M filter media, provide two inline static mixers, backwash water pump, butterfly valves, and actuators, controls panel, engineering, and site instructions.		
		LOT NET TOTAL		\$384,577.00
		NOTES:		
		a) Shipping date(s): T.B.A.		
		b) Shipping weights: T.B.A.		
		c) F.O.B. Whittier, CA Full Freight Allowed to job site.		
		d) Validity: This quotation is valid for 30 days.		
		e) Sub-contractors labor is offered at current D.I.R. Prevailing Wage Prices.		
		f) Refer to the attached Schedule of Values.		

NOTE: PRICE(S) DOES (DO) NOT INCLUDE ANY TAX UNLESS SPECIFICALLY NOTED

**PUREFLOW FILTRATION DIV.
SCOPE OF SUPPLY
QUOTATION NO. P2303022 Rev. 1
SEPTEMBER 18, 2023**

Removal of Existing Media from Filter Vessel

Work to be performed by Carbon Activated Corp.

1.	LOT	<p>Mobilize to the filter job site with trailer mounted industrial vacuum and equipment necessary to remove the existing filter media. Approximately 529 cu ft of mixed sand, anthracite, and gravel.</p> <p>1) Media must be free flowing not solidified. If the media is solidified any extra labor or equipment required will be billed at our standard rates.</p> <p>2) Media will be placed into a dump truck supplied by VVCSO and disposed on site by VVCSO.</p> <p>3) Labor for items 1 and 2 is priced at prevailing wage rate.</p>		
2.	LOT	<p>Removal of existing 3" stainless steel laterals.</p> <p>VVCSO will dispose of the laterals.</p> <p>Stainless Steel Wedgewire Wrapped Underdrain Laterals and Accessories</p>		
3.	58	3" x 31" 316L stainless steel wedgewire wrapped underdrain laterals.		
4.	4	3" x 28.5" 316L stainless steel wedgewire wrapped underdrain laterals.		
5.	31	3" forged stainless steel tees (threaded)		
6.	LOT	U-bolts, stainless steel		
7.	LOT	Nipples, threaded, stainless steel		
8.	LOT	Bushings, schedule 80 PVC		
9.	LOT	Brackets and anchor bolts, stainless steel		
10.	LOT	Tnemec epoxy paint for touchup		
11.	LOT	Sika flex elastomer		
12.	2	Elliptical manway gaskets		
13.	1	Rear manway gasket		

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED
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New Filter Media Load

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14.	1	Support Media (1/8" x 1/4")		
15.	1	Garnet Support Media (#8/12) Garnet (#60)		
16.	LOT	PM-200 permanent catalytic adsorptive media		
17.	LOT	Anthracite		

Installation of Stainless-Steel Laterals & PM-200M Media

18.	LOT	Installation will include 1 supervisor and 2 laborers to perform the following: <ul style="list-style-type: none"> a) Inspection of the filter vessel interior including the upper manifold assembly, epoxy coating, concrete, header pipe and elastomer at edge of concrete sub-base. b) Cleaning of the interior surfaces. c) Repair of minor areas of missing epoxy paint and elastomer. d) Installation of 316 stainless steel nipples, tees, laterals, and support brackets. e) All labor rates are based on "Prevailing Wage" rates. f) Removal of existing schedule 80 PVC tees. g) All labor rates are based on "Prevailing Wage" rates using D.I.R. current rates. 		
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Butterfly Valves with Electric Actuators

19.	2	12" 150# Butterfly valves with electric actuators (120VAC), filter influent and effluent.		
20.	2	12" 150# Butterfly valves with electric actuators (120VAC), backwash water in and out.		
21.	1	12" 150# Butterfly valve with electric actuator (120VAC), purge valve.		
22.	1	3" Butterfly valve with manual control (filter drain valve to be installed in filter discharge pipe).		

Inline Static Mixers

23.	2	12" Wafer type inline static mixers with Hastelloy C mixing plates including corporation cock solution tube assemblies.		
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Backwash Water Pump, Valves and Accessories

24.	1	3,000 gpm @ 65 TDH split case centrifugal backwash water booster pump, 75 HP with TEFC motor.		
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ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED
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25.	2	Pressure gauges (inlet and outlet).		-79-
26.	2	12" butterfly valves with manual operation.		
27.	2	12" check valves		
28.	LOT	Inspection, Commissioning, and Operating		
29.	LOT	Pureflow field personnel, 10 days, including portal to portal expenses. Including portal to portal expenses		

Engineering

- a) Engineering service including site visit and drawings to assist VVCS D personnel or contractor to install piping.
- b) As-built drawings of final piping installation.
- c) O&M manual to include description of the revised system operating instructions.
- d) Engineering visit will include inspection of the existing filter control panel and SCADA system to ensure accurate integration of our panel with the existing SCADA system.
- e) A schedule indicating our delivery for engineering, media, equipment, and subcontracting labor will be provided after our site visit.

Note: Pureflow mechanical and integration engineering personnel will inspect the jobsite within 2 weeks of receipt of a P.O. We will email our piping drawings 1-2 weeks later.

30. 1 Valve Actuator Panel

Pureflow Model 508A valve actuator relay panel with battery backup including the following:

- a) NEMA 3 enclosure
- b) Distributed I.O.
- c) Ethernet connection
- d) Danfoss variable frequency drives
- e) UPS battery backup 120V with circuit breakers, main disconnect switch, interior LED light, 24VDC power supply, relays, actuator manual override switches, external light, etc.
- f) Above panel does not include an HMI or PLC. Command of the relays shall come from the WTP SCADA System.

Note: Above panel will control the butterfly valves & electric actuators.

31. LOT WARRANTY

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The above media / equipment is warranted for 18 months from date of shipment or 12 months from date of acceptance.

NOTES:

- 1) Above price includes freight to Vandenberg Village C.S.D.
- 2) Above price does not include piping.
- 3) Interconnecting piping proposal to be provided after field inspection by Pureflow engineering department personnel.

Progress Payments:

- 35% with purchase order or execution of a contract.
- 20% with submittal documents and engineering drawings
- 25% upon equipment delivery to jobsite or availability for Delivery to jobsite
- 20% Due upon completion of start-up, commissioning and as built drawings.

Exclusions:

- Storage
- Off-loading
- Piping, tubing, pipe supports, anchor bolts, fittings, etc.
- Installation of static mixer, valves, actuators, pump, control panel, interconnecting piping & accessories are not included (piping to be offered in a separate quotation).
- Concrete / rebar (sub-base in filter)
- Taxes
- Permits, Fees, Tariffs
- Field Wiring

- 1. AGREEMENT.** The terms and conditions set forth below and on the front side hereof constitute the entire Agreement between the customer named on the front side hereof ("Buyer") and Pureflow Filtration Div., a division of California Environmental Controls, Inc., a California corporation ("Seller").
- 2. TERMS OF SALE.** (a) TAXES: Unless specifically provided on the front side hereof, prices specified herein on the Goods are exclusive of all local, state, and federal taxes including without limitation taxes on manufacturing, sales, receipts, gross income, occupation, use and all similar taxes, or other taxes of any nature. Wherever applicable, such taxes will be invoiced as a separate charge which Buyer agrees to pay the Seller. (b) TERMS OF PAYMENT: Net cash due upon receipt of invoice, unless noted on front side of this quotation, to approved credit accounts. The Buyer agrees to pay Seller an additional charge of one and one-half percent (1 and 1/2%) per month (or such lesser amount equal to the maximum rate permitted by law) on any invoices not paid according to these terms. (c) SECURITY INTEREST: Until payment in full of the purchase price therein specified, Seller reserves a security interest in the goods securing payment of such purchase price. (d) DELIVERY: Prices quoted are f.o.b. point of origin of shipments unless shipping is specifically included in price offered on front page. Prices include domestic packing for rail or commercial shipments only. Shipment and delivery dates are estimates based upon schedules of Seller's suppliers and are computed from the time of settlement of all details and receipt of full approval of drawings where drawing approval is required. (e) Field Supervision: Unless specifically provided on the front side hereof, no installation assistance or field supervision by Seller is included in the terms and conditions of this Agreement.
- 3. ENTIRE AGREEMENT.** This agreement supersedes all previous representations, statements, promises, agreements or understandings, written or otherwise. This Agreement is intended by the parties as a final expression of their understanding and no casual or prior dealings shall be relevant to explain any of the terms or conditions hereof. The Seller shall not be bound by any agent's or employee's representations, promises, statements or inducements not set forth in the Agreement. If any inconsistency exists between any typed or handwritten materials on the front hereof and these Standard Terms and Conditions, the former shall be controlling.
- 4. ACCEPTANCE.** This quotation is an offer upon the terms and conditions herein specified. Acceptance by the Buyer may be effected by signing a copy of this quotation where specified and returning same to the Seller, or by the Buyer issuing a purchase order and delivering same to the Seller, which shall constitute Buyer's acceptance of this quotation and all of the terms and conditions herein specified. Acceptance of this offer is limited to its terms. Acceptances or confirmation which state additional or different terms from this offer shall be operative as acceptances; provided, however, that all such additional or differing terms shall be deemed material alterations within the meaning of Section 2207 (2) (b) of the California Commercial Code and notice of objection to them pursuant to Section 2207 (2) (c) of the California Commercial Code is hereby given.
- 5. CANCELLATION.** Orders may be cancelled by the Buyer only with Seller's written consent and upon payment of reasonable and proper cancellation charges, including factory costs and expenses.
- 6. INSPECTION.** Buyer agrees to inspect the goods, supplies, merchandise, and material covered hereby ("Goods") immediately upon their receipt by Buyer, secure a written acknowledgement from the delivering carrier as to any loss or damage and within three (3) business days of their receipt to give written notice to the Seller of any claim that the Goods do not conform with the terms of the Agreement. Failure to make such a claim within the stated period shall constitute an irrevocable acceptance of the Goods and an admission that they fully comply with all of the terms and conditions of the Agreement. Buyer expressly waives any right it may have to revoke acceptance after such three (3) day period.
- 7. DELAYS.** Seller shall not be liable for any delays or failures in making shipments or deliveries caused by any contingency beyond Seller's control, or the control of Seller's suppliers or manufacturers, including without limitation failures or delays brought about by, caused by or in any manner arising from (i) labor conditions including strikes and shortages of labor, (ii) shortages of fuel, power, material or supplies, (iii) transportation delays, (iv) acts of God, fires, floods or weather problems, (v) damage to, or destruction in whole or in part of Goods, vehicles or manufacturing plants, (vi) accidents, or (vii) riots, government interference, embargos, regulations, war, insurrection or terrorist acts. The non-occurrence of the above contingencies with respect to Seller, its suppliers and manufacturers is a basic assumption of this agreement.
- 8. DELAY IN INSTRUCTIONS.** Buyer agrees to furnish complete shipping instructions in such a manner as to reach the Seller at its main office ten (10) days before the date for any shipment specified herein. Buyer's failure to so furnish complete shipping instructions shall, without notice, automatically extend the shipping date from day to day until the Buyer furnishes complete shipping instructions, or until the Seller exercises its right to terminate the Agreement.
- 9. RISK OF LOSS.** Unless Buyer and Seller specifically agree in writing to modify the terms of Paragraph 2. (d), above, all risk or loss shall pass to the Buyer when Goods are delivered by Seller to the carrier. In the event that Buyer and Seller agree in writing that the Goods are sold f.o.b. destination, Seller's responsibility for loss or damage terminates upon tender of delivery to Buyer by the carrier and the written acknowledgement and claims procedure provided for in Paragraph 4, above, shall be a precondition to any claim by Buyer for loss of damage in transit.
- 10. RETURNS.** In no case are any Goods to be returned to Seller without first obtaining the written permission of Seller, which permission Seller may refuse to give at Seller's sole discretion. Only standard unused Goods as currently manufactured or inventoried by Seller which have been invoiced to Buyer within the previous ninety (90) days will be considered by Seller for return. Special items manufactured to order may not be returned under any circumstances. Goods which Seller accepts for return and credit will, in any event, be subject to a minimum handling and service charge of 25% plus all transportation charges. All returned Goods, if Seller accepts the return thereof, must in any case be securely packaged and shipped, freight prepaid, and the risk of loss shall remain with Buyer until the Seller actually receives the Goods.
- 11. DEFAULTS.** In the event Buyer fails to comply with any of the terms of the Agreement or becomes bankrupt or insolvent or Buyer's financial condition becomes impaired or unsatisfactory to Seller, Seller may do any or all of the following: (a) Terminate the Agreement upon written notice thereof to Buyer without prejudice to Seller's rights to receive any amount then due under the Agreement; (b) Withhold all further deliveries under the Agreement; (c) require that Buyer pay for all future shipments in advance or provide other satisfactory security or guarantees to Seller that all existing and future invoices will be paid on or before their due dates; (d) Make partial shipments only to Buyer, which Buyer agrees to accept; (e) Recall any Goods then in transit and retake the same and repossess all Goods which may be stored with Seller in which case Buyer consents that all Goods so recalled, retaken or repossessed shall become the absolute property of Seller, provided that Buyer is given full credit therefor; (f) Upon written notice to Buyer revise the stated credit terms, if any, contained in this Agreement; (g) Without limitation, exercise any rights or remedies available to Seller under the Uniform Commercial Code as in force and effect on the date of the Agreement; or (h) Without limitation, exercise any other rights or remedies available to Seller under any applicable federal, state or local law.
- 12. ATTORNEY'S FEES.** In the event of a default by Buyer of any of the terms or conditions of the Agreement, Buyer agrees to pay all costs of collection and enforcement incurred by Seller including, without limitation, Seller's reasonable attorney's fees and court costs.
- 13. RETENTION LIMITATION.** Retention, if any is accepted by Pureflow Filtration Div., shall be limited to a maximum of ten percent (10%) of the contract price. All monies retained shall be paid, in full, upon successful "start-up" of the equipment supplied, or ninety (90) days after shipment of said goods, whichever date first occurs. The payment of monies retained under the terms of this paragraph is not conditioned upon any factors, issues, events or contingencies which are not specifically delineated in this quotation. The right of Pureflow Filtration Division to payment is NOT subject to any payment provisions enforced upon Buyer by the terms of any other contract with either Pureflow or a third party.
- 14. CONSEQUENTIAL / LIQUIDATED DAMAGES.** The Buyer agrees that notwithstanding the form in which any legal or equitable action, proceeding or position may be brought or asserted by Buyer against Seller including without limitation claims based upon actual or alleged delays or breaches of warranty, that Seller's liability, if any, arising out of or in any way related to this Agreement, shall be limited to actual money damages in an amount not to exceed the total amount actually paid for the Goods by Buyer. Buyer further agrees that seller shall not, in any event, be liable for indirect, special, consequential or liquidated damages or penalties, whether based upon contract, warranty, tort, or negligence.
- 15. PROPRIETARY MATERIAL.** All drawings, patterns, specifications, and information included in this proposal, and all information otherwise supplied by Pureflow Filtration Div. relating to the design, erection, operation, and maintenance of the goods, including filter media and all treatment processes, is the proprietary and / or confidential material or information of Pureflow Filtration Div. Purchaser shall not disclose such material or information to others or allow others to use such material or information without express written permission from an officer of Pureflow Filtration Div.
- 16. GOVERNING LAW / CONSENT TO JURISDICTION.** (a) The terms and conditions set forth herein shall be construed under and in accordance with the laws of the State of California. The parties hereto consent to the jurisdiction and venue of any court of general jurisdiction in the Southeast District of Los Angeles County and the United States District Court for the Central District of California, with respect to any proceedings arising out of or in connection with the Agreement or any purchase hereunder, and further agree that mailing to either party by certified or registered mail shall constitute lawful and valid service of process. (b) No Waiver: No waiver by Seller of any default by Buyer shall be deemed a waiver of any subsequent default by Buyer. (c) Severability: Should any of the terms or conditions of the Agreement be declared invalid or unenforceable, it shall not affect the validity or enforceability of any of the remaining terms and conditions.
- 17. VALIDITY.** The price quoted is firm for thirty (30) days, unless otherwise identified on the front of this quotation.
- 18. ERRORS.** Pureflow Filtration Div. California Environmental Controls, Inc. reserves the right to correct or identify any stenographic or clerical errors in the quotation without any liability to Pureflow Filtration Div. California Environmental Controls, Inc.
- 19. TECHNICAL ADVICE.** Upon Buyer's request, Seller may furnish technical advice with reference to the use of the material sold hereunder, to such extent as Seller has such information conveniently available; however, it is expressly agreed that there is no obligation to furnish any such advice, and that if any advice or assistance is furnished, which will be without charge, it shall be given and accepted at Buyer's risk, and Seller shall not be responsible or liable for the advice or assistance given or results thereof.
- 20. WARRANTIES.** Except as provided below, Seller warrants that equipment or parts thereof delivered hereunder meet Sellers' standard specification for the equipment or parts, or such other specifications as have been expressly made as part of this Agreement. Equipment and parts sold, but not manufactured, by Seller are warranted to the extent of the manufacturer's original warranty. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BUYER WILL MAKE NO WARRANTY AT ALL. BUYER WILL NOT MODIFY ANY EXISTING WARRANTY TO ANY CUSTOMER BEYOND ANY WARRANTY STATED BY SELLER'S SPECIFICATIONS. NO LIABILITY WILL RESULT TO EITHER PARTY FROM DELAY IN PERFORMANCE OR NON-PERFORMANCE CAUSED BY CIRCUMSTANCES BEYOND THE CONTROL OF THE PARTY AFFECTED. THE MEASURE OF DAMAGES RECOVERABLE BY BUYER SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER TO SELLER. THIS IS BUYER'S SOLE REMEDY AGAINST SELLER. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT OR PROSPECTIVE, CONSEQUENTIAL OR SPECIAL DAMAGES NOTWITHSTANDING THE FOREGOING. NO EQUIPMENT OR PARTS SHALL BE RETURNED WITHOUT INSTRUCTIONS FROM SELLER'S HOME OFFICE.

PUREFLOW FILTRATION DIV.
QUOTATION NO. P2303022 R3
SEPTEMBER 18, 2023

SCHEDULE OF VALUES




<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
1	Sub-contractors to remove media and underdrains and install new media and underdrains.	\$118,227.00
2	Laterals and media.	\$111,875.00
3	Valves, mixers, and control panel.	\$101,725.00
4	Engineering	\$ 12,750.00
5	Field Personnel	\$ 25,000.00
6	Freight	\$ 15,000.00
	LOT NET TOTAL	\$384,577.00

Note: Above prices are provided at the request of Vandenberg Village Community Service District (V.V.C.S.D.). These prices cannot be used to "break-out" any equipment or services.
Our offer of \$384,577.00 provides single source responsibility for the treatment process.

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors ITEM: 8.D

FROM: Joe Barget, General Manager 
Cynthia Allen, Administrative Services Manager 
Patricia LeCavalier, Finance Administrator 

DATE: October 3, 2023

SUBJECT: Water Rates

Recommendations:

1. Approve the Water Rate Study prepared by Administrative Services Manager Cynthia Allen.
2. Schedule a public hearing for the December 5 regular board meeting to consider adopting the proposed water rate increase.
3. Hold a water rates workshop for members of the public on November 8.

Policy Implications:

- California Government Code § 61115(a)(1) gives the board of directors of a community services district the authority to establish, by resolution or ordinance, rates and other charges for the services and facilities that the district provides.
- Water rates are found in the VVCSD Code of Ordinances, Chapter 4 Schedule of Rates, Fees, and Charges. The District has historically established its rates by ordinance, not resolution.
- Article XIID of the California Constitution (Prop 218) requires the District to mail a written notice 45 days prior to a public hearing to increase rates, charges, and fees.

Resource Impacts:

- The proposed rate increase would eliminate the \$102,000 deficit in the FY 2023-24 Water Operating Budget. It should generate enough revenue to meet operating expenses for the next 2-3 years.
- The Administrative Services Manager spent 200 hours in the June-July 2023 timeframe preparing this water rate study.
- Significant staff time and customer engagement are involved in planning and implementing any rate increase.

Alternatives Considered:

- Solicit proposals and hire a consultant who specializes in utility rate studies (e.g., Raftelis, NBS, Tuckfield & Associates, or Bartle Wells Associates) to prepare a rate study at an estimated cost of \$25,000-\$50,000.
- Postpone action on the Water Rate Study until the Finance/Budget Committee and Board of Directors review the reserve policy outlined in Resolution 176-06.
- Disapprove the Water Rate Study and keep current rates in place.

Discussion: It has been 10 years since the District raised rates. The last rate increase, over three years, was adopted by the Board in June 2013.

In December 2017, the Board adopted changes to water rates which: (1) decreased the fixed water service charge for 2-inch and below meters, (2) increased Tier 1 and Tier 2 water use rates, and (3) eliminated Tier 3 and Tier 4 water use rates.

Since the last rate increase took effect in 2015, the District has experienced eight years of inflation and two historic droughts (2014-2017 and 2019-2022). Annual water sales in the 1,200-1,500 acre-feet per year (AFY) range have declined to the 1,000-1,200 AFY range. Despite lower water sales and across-the-board cost increases, there was sufficient revenue to cover all operating expenses, excluding depreciation, in every budget until FY 2023-24. The District was only able to do this by setting less money aside every year for future capital projects.

The American Water Works Association (AWWA) Manual M1, *Principles of Water Rates, Fees, and Charges*, is the reference for rate setting in the US. It outlines the generally accepted method for designing rates which consists of three categories: revenue analysis, cost of service analysis, and rate design.

Most water and wastewater agencies in California hire consultants to prepare rate studies because they lack in-house staff expertise, and a consultant report often provides better justification and a degree of cover for staff and elected officials to effect rate increases.

Except for once, when the District hired NBS to prepare a capacity charge study, District staff has always calculated rates and rate increases. Most of the detail and justification were contained in a host of complicated Excel spreadsheets and budget information.

This year, Administrative Services Manager Cynthia Allen prepared a comprehensive Water Rate Study report based on AWWA Manual M1. The Finance/Budget Committee, Directors Bumpass and Stassi, met on September 21 to review the rate study and proposed rate increase with staff.

Raising rates is never popular but it is necessary for the long-term financial health of the District. Unlike a private business, we don't have the ability to raise prices at will, we are encouraged and sometimes required to reduce sales (i.e., get customers to use less of our product), we don't have the right to refuse service to anyone, and we don't generate profit for shareholders. We're stewards of a precious natural resource ensuring water and wastewater services are available to everyone in this community—forever.

Staff offers the following information in support of adopting the proposed three-year rate increase in the Water Rate Study in December:

1. The proposed rate increase would eliminate the operating budget deficit and add a modest amount to funds held for future capital expenditures.
2. There is no proposed increase in wastewater rates.
3. It has been 10 years since VVCSD approved a rate increase.
4. VVCSD water rates are currently the lowest of the 17 water agencies in Santa Barbara County.

5. With the proposed rate increase, VVCS D water rates will still be the lowest in the County.
6. With the proposed rate increase, VVCS D's water rates will be comparable to nearby Mission Hills Community Services District (MHCSD) and significantly (\$100 a month) less than Lompoc.
7. The net increase to the total monthly water and wastewater bill for the average (17 ccf per month) customer is about \$20, or 18 percent.
8. The rate increase would take effect in January, the lowest water-use time of the year. This gives customers time to prepare for higher bills during summer.
9. It relieves the next General Manager of a structural deficit in the water budget, as well as the difficulty and controversy of determining the need for a rate increase early in their employment.

If the Board approves the Water Rate Study and public hearing, staff will include the required Prop 218 Notice with monthly bills mailed to customers on October 17.

Staff further recommends holding a public workshop at the District Office at 7:00 p.m. on November 8. The management team will be at the workshop to present information, answer questions, and receive customer feedback.

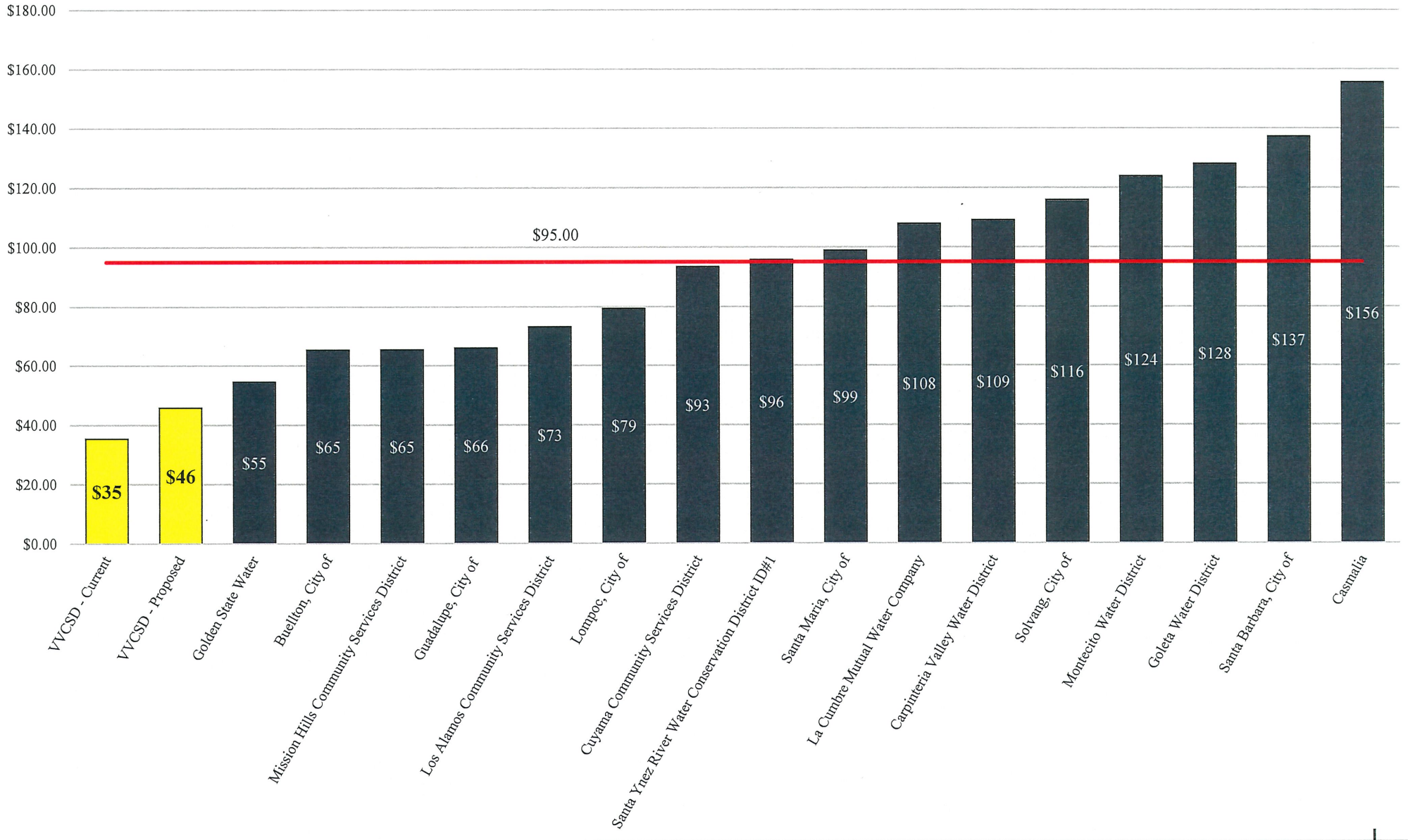
The proposed water rate increase will likely become a topic of discussion on the social media website *Nextdoor*. Staff plans to post a brief, informative message on *Nextdoor* a few days before customers receive Prop 218 Notices in the mail. That way, the District may be able to get ahead of some misinformation or disinformation.

The General Manager is always available to meet with individual customers to discuss the proposed rate increase or other matters regarding the District.

Attachments:

1. Water Rate Study (provided under separate cover)
2. Monthly Water Rate Comparison
3. Proposition 218 Notice

Monthly Water Rate Comparison (based on 10 HCF water)





Notice of Public Hearing

Regarding Proposed Rate Changes

PUBLIC NOTICE

This notice explains the proposed rate changes for all Vandenberg Village Community Services District (VVCSD) customers. Section 6 of the California Constitution Article XIII D (Prop 218) requires a notice to be sent to all affected property owners within our service area 45 days in advance of the public hearing. If written protests against the rate changes are received from a majority of the property owners, the Board may not impose the rate changes. Either a tenant or property owner may file a protest but only one protest will be counted per property.

WORKSHOP

The VVCSD Staff will conduct a public workshop at 7:00 p.m. on Wednesday, November 8, 2023 in the District Office Conference Room at 3745 Constellation Road, Vandenberg Village.

PUBLIC HEARING

The VVCSD Board of Directors will conduct a public hearing at 7:00 p.m. Tuesday, December 5, 2023 in the District Office Conference Room at 3745 Constellation Road, Vandenberg Village, to consider proposed changes in water and wastewater rates. If approved, rates will be effective January 4, 2024.

PROTEST PROCEDURE

If you oppose the proposed rate changes, a protest must be submitted *in writing* before the public meeting is called to order.

Fax and email submissions cannot be accepted.

To be valid, the protest must include a description of the property (i.e., address or parcel number (APN)) AND the type of rate protested (water or wastewater).

Please send written protests to:
Secretary of the Board
Vandenberg Village CSD
3745 Constellation Road
Lompoc, CA93436

Date: Tuesday, December 5, 2023
Time: 7:00 p.m.
Location: 3745 Constellation Road
Vandenberg Village

There are no changes to wastewater rates. The District is proposing the following changes to water rates:

Schedule of Rates and Charges

	Current	2024 (proposed)	2025 (proposed)	2026 (proposed)
Water Usage Rate (ccf = hundred cubic feet)				
1-10 ccf	\$1.83	\$2.14	\$2.23	\$2.32
10+ ccf	2.75	3.85	4.01	4.18
Water Service Charge				
5/8" x 3/4"	\$17.04	\$24.47	\$25.49	\$26.56
3/4"	18.69	26.41	27.51	28.66
1"	25.03	33.86	35.26	36.72
1 1/2"	33.09	43.33	45.11	46.97
2"	53.80	67.65	70.40	73.27
3"	100.12	122.09	127.02	132.15
4"	125.98	152.46	158.60	165.00
6"	223.40	266.91	277.63	288.79

Water Service Charge is the fixed charge billed to each customer based on water meter size. **Water Usage Rates** are tiered rates based on the amount of water used each month.

Revenue generated through water rates is used strictly to fund the costs to pump groundwater, treat it to Federal and State drinking water standards, and distribute it to customers. Revenue generated through wastewater rates is used strictly to fund the costs of collecting wastewater and treating it at the Lompoc Regional Wastewater Reclamation Plant. For more information on our budget or to view our audited financial statements, please visit the District website at <http://vvcسد.org/publications.html> or call us at (805) 733-2475.

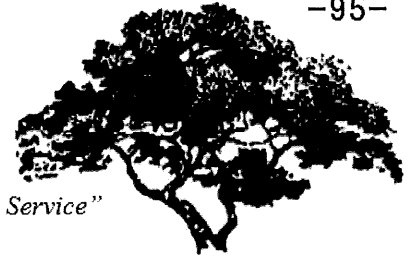
Sample Residential Bill				
<i>5/8" x 3/4" meter and 17 ccf water used</i>				
	Current	2024 (proposed)	2025 (proposed)	2026 (proposed)
Water usage charge	\$37.55	\$48.35	\$50.37	\$52.46
Water service charge	17.04	24.47	25.49	26.56
Wastewater service charge	45.55	45.55	45.55	45.55
Total Bill	\$ 100.14	\$ 118.37	\$ 121.41	\$ 124.57

Vandenberg Village Community Services District
3745 Constellation Road
Lompoc, CA93436
Phone: (805) 733-2475

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

3745 Constellation Road • Vandenberg Village • Lompoc, CA 93436
Telephone: (805) 733-2475 • Fax: (805) 733-2109

-95-



"Pride in Community Service"

August 15, 2023

Mr. Kelly Connor, Public Land Management Specialist
Land Management Division
State Lands Commission
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

SUBJECT: Well Site Lease Application | W26877

Dear Mr. Connor:

Vandenberg Village Community Services District (VVCSD) would like to amend its Application to Lease State Lands to specifically request a lease of 0.684 acres to accommodate three replacement wells and 0.078 acres at the entrance to the District's water treatment plant. The parcels are described and shown in the enclosed Exhibits A and B.

The District requires additional land to prepare for the eventual replacement of its three old groundwater wells and to ensure continued access to groundwater from the Lompoc Upland aquifer. This aquifer is the sole source of drinking water for Vandenberg Village, a community of 7,300 people in an unincorporated area of northern Santa Barbara County.

The original application submitted in 2015 identified a proposed project site and three alternative sites. VVCSD hired Althouse and Meade to conduct a biological resource assessment and Applied Earthworks to conduct a cultural resources study for a broad, 166-acre area encompassing all sites. The cultural resources study inclusive of tribal consultation was completed and provided to the State Lands Commission in 2019. The biological resource assessment is enclosed.

The District drilled a test well at one of the alternative sites, a parcel of County-owned property, in 2017. Unfortunately, there were high concentrations of arsenic in the groundwater at this location. In the course of performing biological surveys and ongoing work with various consultants and contractors, a new alternative site was conceived (see Parcel 1, Exhibit B). It appears to be a far superior site from three important perspectives: an adjacent 40-foot-wide road and pipeline easement could be used to stage and operate well drilling equipment resulting in the smallest required lease footprint; no new access roads would be required (just a short driveway to each well); and, it may result in the least overall impact to biological resources.

Mr. Kelly Connor

2

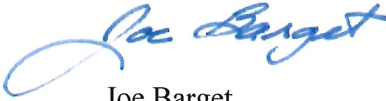
August 15, 2023

Although this well site may have the least impact to biological resources, it is not without impact. The biological resources assessment confirmed the presence of two special status plants: California spineflower and Lompoc ceanothus. One endangered species under the California Endangered Species Act (CESA) was considered to be present: Seaside bird's-beak. The taxonomy was inconclusive, however; the specimens may be Stiffbranch bird's-beak that is not a special status plant.

VVCSD is prepared to mitigate potential impacts to biological resources and suggest appropriate mitigation measures that could be incorporated into a lease agreement.

While performing a survey for the well site, the surveyor discovered that the road at the entrance to the District's water treatment plant was located on a small triangular piece of land just beyond the boundaries of historical District easements (see Parcel 2, Exhibit B). The District requests this 0.078-acre area be included in the lease.

Sincerely,



Joe Barget
General Manager

Enclosures

1. Exhibit A
2. Exhibit B
3. Well Site and Access Road Lease – Location Map
4. Biological Resource Assessment, Water Well Replacement Project, dated December 2022

EXHIBIT A

PARCEL 1

A portion of the "Map of the Partition of the Rancho La Purisima" filed in Superior Court, Case No. 642, John E. Wise *et al.*, v. Ramon Malo de Jones, *et al.*, in the County of Santa Barbara, State of California, described as follows.

Beginning at a 1/2" iron pipe and tag (record "RCE 2786", presently illegible, 0.2 feet below road surface,) at an angle point on the centerline of a 40 feet wide road and pipeline right of way, described as Parcel 2 in the deed from Union Oil Company of California to Vandenberg Utilities Company, recorded September 23, 1960, in Book 1782, Page 278 of Official Records of said County, which iron pipe is shown on the map filed April 15, 1960 in Book 60, Page 14 of Records of Survey, records of said county, from which a 1/2" iron pipe and tag (record "RCE 2786", presently illegible, 0.4 feet below road surface) bears South 12° 40' 35" West, 565.09 feet as shown on said Record of survey;

Course 1 - Thence along said centerline of said Parcel 2, North 7° 12' 05" East, 95.41 feet;

Course 2 - Thence at right angles, South 82° 47' 55" East, 20.00 feet to a point on the easterly sideline of said Parcel 2, the TRUE POINT OF BEGINNING;

Course 3 - Thence along said easterly sideline of Parcel 2, North 7° 12' 05" East, 240.00 feet to an angle point in said easterly line of Parcel 2;

Course 4 - Thence along said easterly sideline of Parcel 2, North 13° 59' 35" East, 65.81 feet to the northerly terminus of said easterly sideline of Parcel 2, being on the easterly extension of the southerly line of Parcel 1 of said deed to Vandenberg Utilities;

Course 5 - Thence along said easterly extension of Parcel 1, South 76° 00' 25" East, 92.87 feet to a point easterly of and 100 feet distant from Course 3 above as measured at right angles;

Course 6 - Thence South 7° 12' 05" West, 294.37 feet parallel with said Course 3 above to a point that bears South 82° 47' 55" East, 100 feet from the True Point of Beginning;

Course 7 - Thence North 82° 47' 55" West, 100.00 feet to the True Point of Beginning.

The above described PARCEL 1 contains 0.684 acres and is as shown on Exhibit B, attached hereto and made a part hereof.

This description has been prepared by me in accordance with provisions of the Professional Land Surveyors Act.


Robert J. Reese, LS 6208

February 23, 2021
date

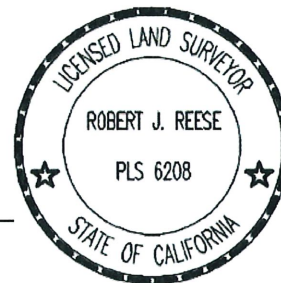


EXHIBIT A

PARCEL 2

A portion of the "Map of the Partition of the Rancho La Purisima" filed in Superior Court, Case No. 642, John E. Wise *et al.*, v. Ramon Malo de Jones, *et al.*, in the County of Santa Barbara, State of California, described as follows.

Beginning at a point on the easterly extension of the southerly line of Parcel 1 as described in the deed from Union Oil Company of California to Vandenberg Utilities Company, recorded September 23, 1960, in Book 1782, Page 278 of Official Records of said County, which point is the northerly terminus of the westerly sideline of Parcel 2 of said deed;

Course 1 – thence along the said easterly extension and the southerly line of said Parcel 1, North 76° 00' 25" West, 100.00 feet;

Course 2 – thence South 41° 43' 05" East, 121.03 feet to an angle point in the westerly line of said Parcel 2;

Course 3 – thence along said westerly line of Parcel 2 North 13° 59' 35" East, 68.19 feet to the Point of Beginning.

The above described PARCEL 2 contains 0.078 acres and is as shown on Exhibit B, attached hereto and made a part hereof.

This description has been prepared by me in accordance with provisions of the Professional Land Surveyors Act.



Robert J. Reese, LS 6208

February 23, 2021
date

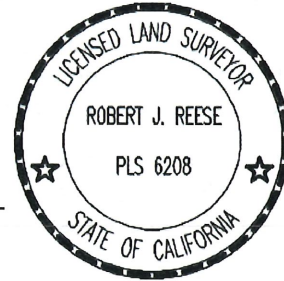
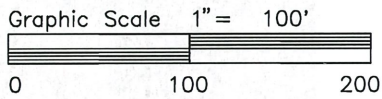
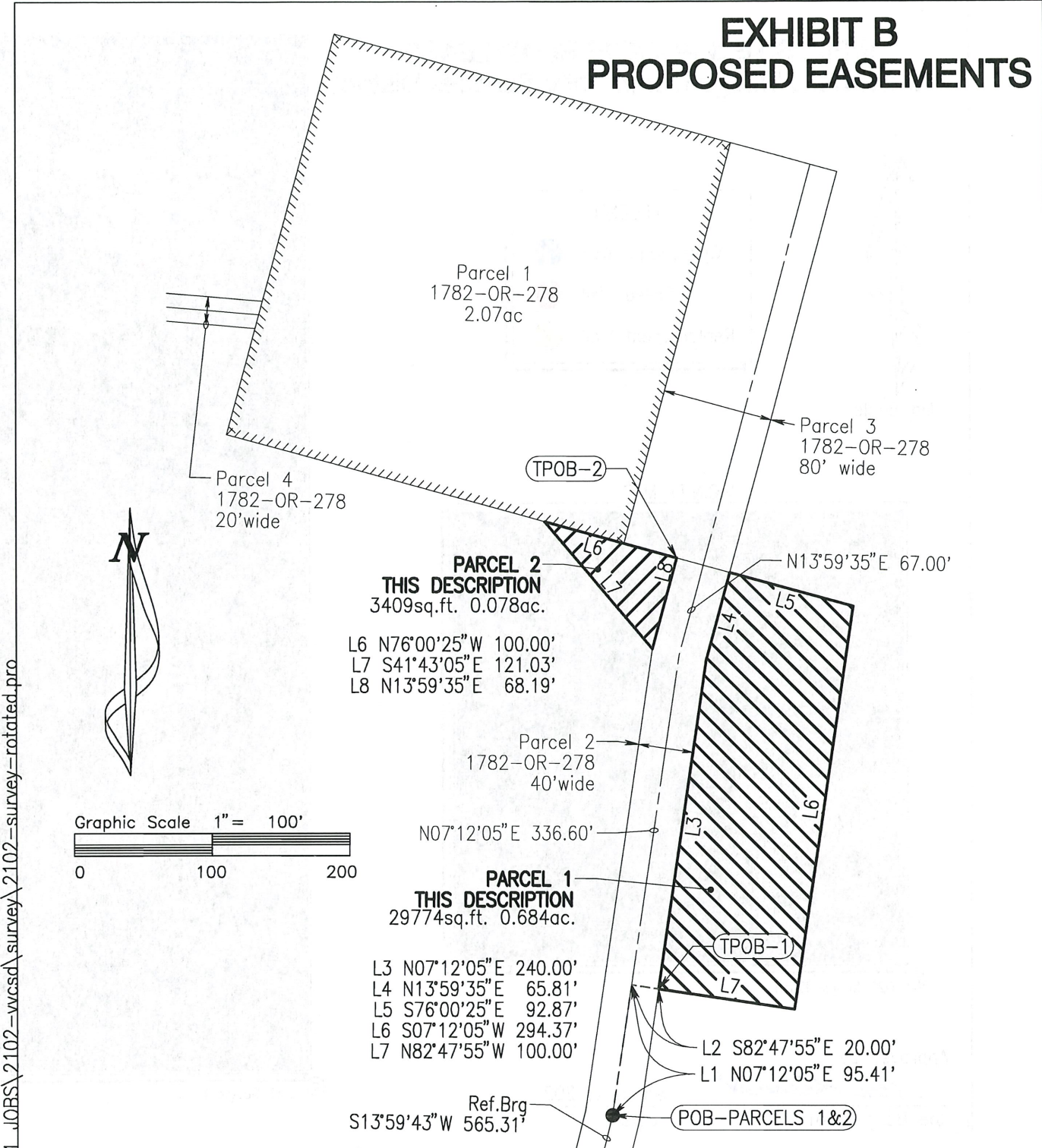


EXHIBIT B PROPOSED EASEMENTS



This description has been prepared by me in accordance with provisions of the Professional Land Surveyors Act.

Robert J. Reese 2021.02.23
Robert J. Reese date



REESE
Water  **& Land**
SURVEYING SERVICES
900-B Los Osos Valley Road
Los Osos, CA 93402-3206
805.439.2741

Tue. Feb 23, 2021 C:\1 JOBS\2102-wcsd\survey\2102-survey-rotated.pro

WELL SITE & ACCESS ROAD LEASE Vandenberg Village Community Services District

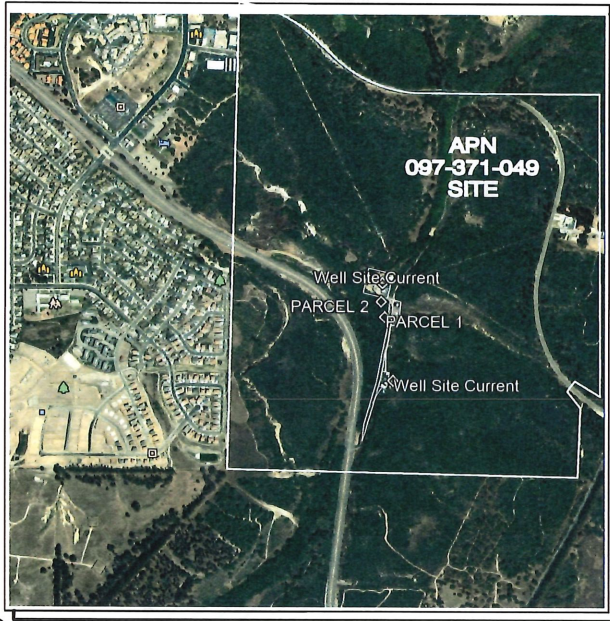


No Scale

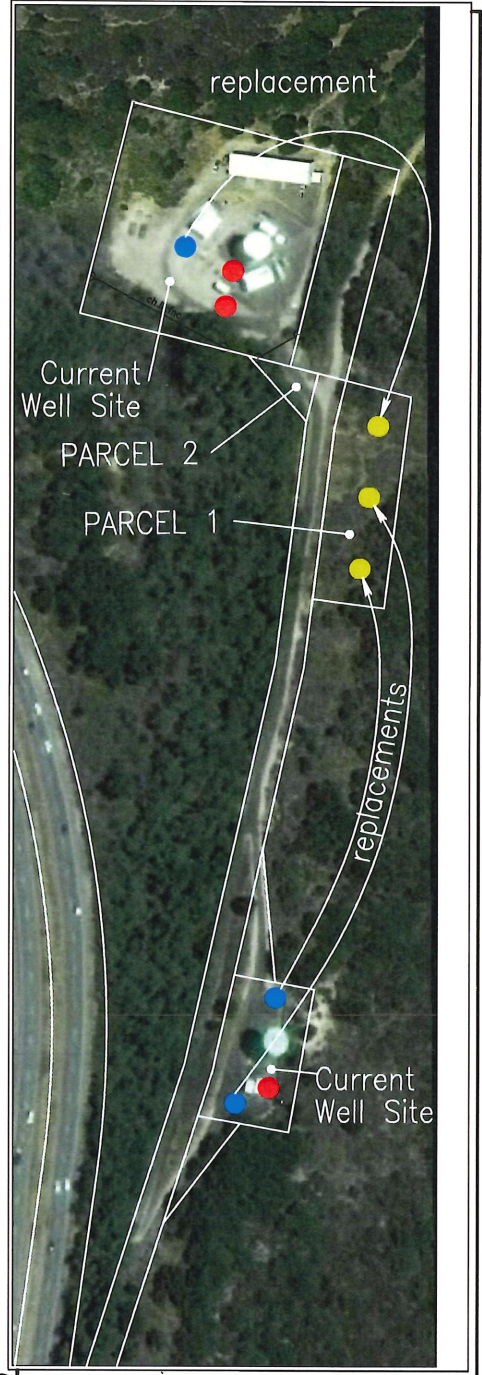
LEGEND

- Operational Well ●
- Failed Well ●
- Replacement Well ●

VICINITY MAP



© 2021 Google Earth



© 2021 Google Earth

Approved by

Joe Barget
Joe Barget, GM

March 2, 2021
date

This description has been prepared by me in accordance with provisions of the Professional Land Surveyors Act.

Robert J. Reese
Robert J. Reese 2021.02.25
date



REESE
Water **& Land**
SURVEYING SERVICES
900-B Los Osos Valley Road
Los Osos, CA 93402-3206
805.439.2741

TO: Vandenberg Village CSD President and Fellow Board Members

FROM: Ronald V. Stassi, Member, Vandenberg Village CSD Board

SUBJECT: Cash Reserves: One Member's Perspective

BACKGROUND

Since I have been on the Board of Directors (Board) I have advocated for a review of VVCSD's reserve policy enacted in 2006. My frequent requests to have others review, comment or challenge what I have previously brought forward relating to reserve requirements have not occurred. The last request was at the start of the Finance/Budget Committee Meeting held on Thursday, September 21, 2023, when I stated I was not prepared to support a water rate adjustment without addressing cash reserve needs, one of the factors along with generating adequate customer revenue to meet operating costs that drive rates policy. This is because our current cash reserve requirements have always been well out of reach of revenue received with the exception of wastewater reserves, one of VVCSD,s three cost centers, the other two being water and the LRWTP.

Following a meeting held on September 26th, on Groundwater Sustainability for the Western Management Area, President Brooks, General Manager Barget and I had a discussion about how to address the issues relating to cash reserves that I have raised on numerous occasions. I was invited to provide something similar to a staff report that can be included with the Board Agenda for our regular October meeting. The following is that work product.

This focuses on both the current reserve policy in general and the water system in particular. It possibly has some inconsistencies when compared with staff materials that may be presented in the October Board packet. As well, this was put together rather quickly so some thoughts may not be presented as clearly as one might expect. As well, there may even be a typo or two!

OVERVIEW OF EXISTING RESERVE POLICY

The current water reserve policy has not shown success in closing the gap between actual and required reserves over the past 17 years as will not likely be the case over the next 17 years either. This is because as costs increase, reserve requirements increase and a short fall continues. Its present aggregated requirement (water, wastewater, and LRWTP) of approximately \$18,000,000, if met, would place a funding burden of approximately \$5,600 on each residential billing customer. That's a cash equivalent of over two years of customer revenue at current rates when compared to the \$8,057,000 2023-24 Budget recently approved. Question: **Do we really need to have customer deposits on hand that are larger than the annual budget by a factor greater than two?**

Water System Reserves, benchmarks using formulas for calculating reserves used by MHCS D and City of Lompoc policies are shown added to attached Figure 1, VVCSD Local Agencies Comparison), an excerpt from the VVCSD Water Rate Study, July 2023.

REASONABLE RESERVE LEVELS

What might constitute reasonable Operating, Capital, and Emergency Reserves for a water or wastewater utility system?

Operating Reserves: Most industry publications state that a 60 to 90 day (two to three months) amount is the general practice. VVCSD uses 90 days. Mission Hills uses 20% of O&M expenses (73 days). The City of Lompoc currently has only one water cash reserve fund of 90 days, and does not currently have a Capital or Emergency Reserve. Its reserve policy was most recently reviewed and approved as an interim policy on March 7, 2023.

Capital Reserves: Setting a Capital Reserve Policy is done many ways. Often it is tied to recovering depreciation, and at times is based upon the single largest contingency on the utility's system, for instance, loss of a well. Other times it may be set at some fraction of total system value. The City of Lompoc water system currently does not have reserves set aside for capital expenditures. Mission Hills has a Capital Reserve Target of \$1,853,000. (Its balance is currently a bit above that.)

Emergency Reserves: Some utilities also have emergency reserves while others cover emergencies as part of their capital and/or operating reserves. Comparing VVCSD's emergency reserve requirement for water systems (a little over \$1,000,000) with that of Mission Hills (\$131,000) provides one point of reference.

An appropriate level of reserves is more about the total dollars rather than how they are labelled. Its underlying guideline is that it is appropriate for the risks a particular utility may encounter. Some utilities also have rate stabilization funds, debt service funds, equipment reserve funds, unassigned fund balances, etc. The issue is not how one labels its reserve funds, rather it is what criteria are applicable to a specific utility.

THE WATER SYSTEM

VVCSD's current reserve policy requirements for the three water system reserve funds (operating, capital, and emergency) are all at or around generally recommended upper limits, so when taken in total, produces a fairly large number as indicated from comparisons with other water agencies. One could also argue that since VVCSD has a secure and reliable water supply that they can be set at the lower end of what typical guidelines might indicate.

The current water system reserve policy requires a total cash balance of around \$5,750,000 while a more reasonable cash reserve policy for the water system could be around \$3,500,000 to \$4,000,000 if its structure is roughly based upon the current operating reserve policy remaining at 90 days, the capital reserve policy being set at around \$2,500,000, reflecting the cost of a replacement well, and an emergency reserve of about \$500,000. All are just ballpark figures. It doesn't really matter what "buckets"

or descriptions are used. What matters is the total amount of reserves which translates into the total customer cash collected from ratepayers.

WATER RATE ADJUSTMENT IMPACT ON CASH RESERVES

Most will agree that VVCSD needs to increase water rates. Rate revenue is need to fund the cost of running the water system and to maintain reserves at adequate levels. However, 40% over three years with a 31.4% increase in the first year may raise some community concerns even though it comes nowhere close to the 70-80% increase that would be needed to closely approach current reserve requirements.

Figure 2, H2O Water Reserve Policy brings together all that has been addressed herein relative to the water system. The curve shown in yellow is a projection of the impact over a nearly 10-year period of the three spaced rate increases under consideration. (The downturn provides a rough indication of the approximate time when rate revenue will be less than costs incurred and reserves will be drawn down if additional rate increases do not take place.) Shown cross-hatched in yellow at the top is an envelope of reserve requirements under the 2006 reserve policy. Shown with red stars are the water system reserve policies of the two local water agencies if their methodologies were applied to VVCSD's water system. **The main "take away" from the Figure 2 graph is to note an always increasing gap between the current and projected reserve policy requirement.**

CONCLUSION

The current cash reserve policy belongs to the five of us, not the five people who enacted it in 2006 or the current staff. So, do we want to enter the 18th year of having both water and wastewater systems in violation of our policy even after noting the proposed water rate adjustment doesn't bring revenues in sync with reserve requirements?

This rate adjustment was originally planned to take place in May 2023, but has "slipped" into December and will now go into effect January 5, 2024 without input from VVCSD's new General Manager. Is it better to get it in place without input from him or her, or not?

RELATED MATTERS

Wastewater system cash reserves also present some issues that should be addressed. Internally, our wastewater rates are collecting reserves well above current policy requirements and LRWTP reserves are at a level several times above what is required in the agreement with the City of Lompoc. (Reference Note 5 of current audit). Something for another time!

Attachments:

Figure 1: VVCSD Local Agencies Comparison

Figure 2: H2O Water Reserve Policy

FIGURE 1: VVCSD LOCAL AGENCIES COMPARISON

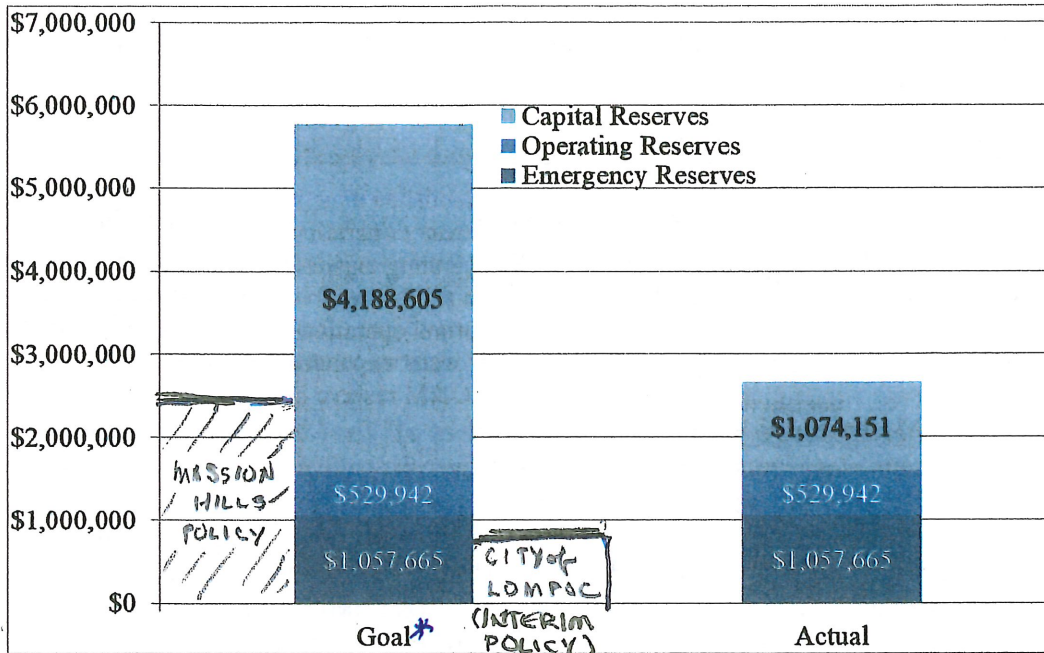


FIGURE 6 CASH RESERVES ASSIGNED FUND BALANCES

Depreciation Expense

*NOT A GOAL, 173 POLICY.

“Depreciation expense allows for the systematic amortization and recovery of the original cost of the investment” (Woodcock, Giardina, & Cristiano, 2017, p. 43). Figure 7 illustrates the equation used to calculate straight-line depreciation. Resolution 176-06 directs staff to include the annual depreciation expense on the operating budget and that the rates established for each year will include sufficient cash to fully fund that depreciation expense. The Fiscal Year 2023-2024 operating budget forecasts a water depreciation expense of \$250,000.

$$\text{Annual Depreciation Expense} = \frac{\text{Total Asset Value} - \text{Net Salvage Value}}{\text{Estimated Service Life}}$$

FIGURE 7 STRAIGHT-LINE DEPRECIATION METHOD

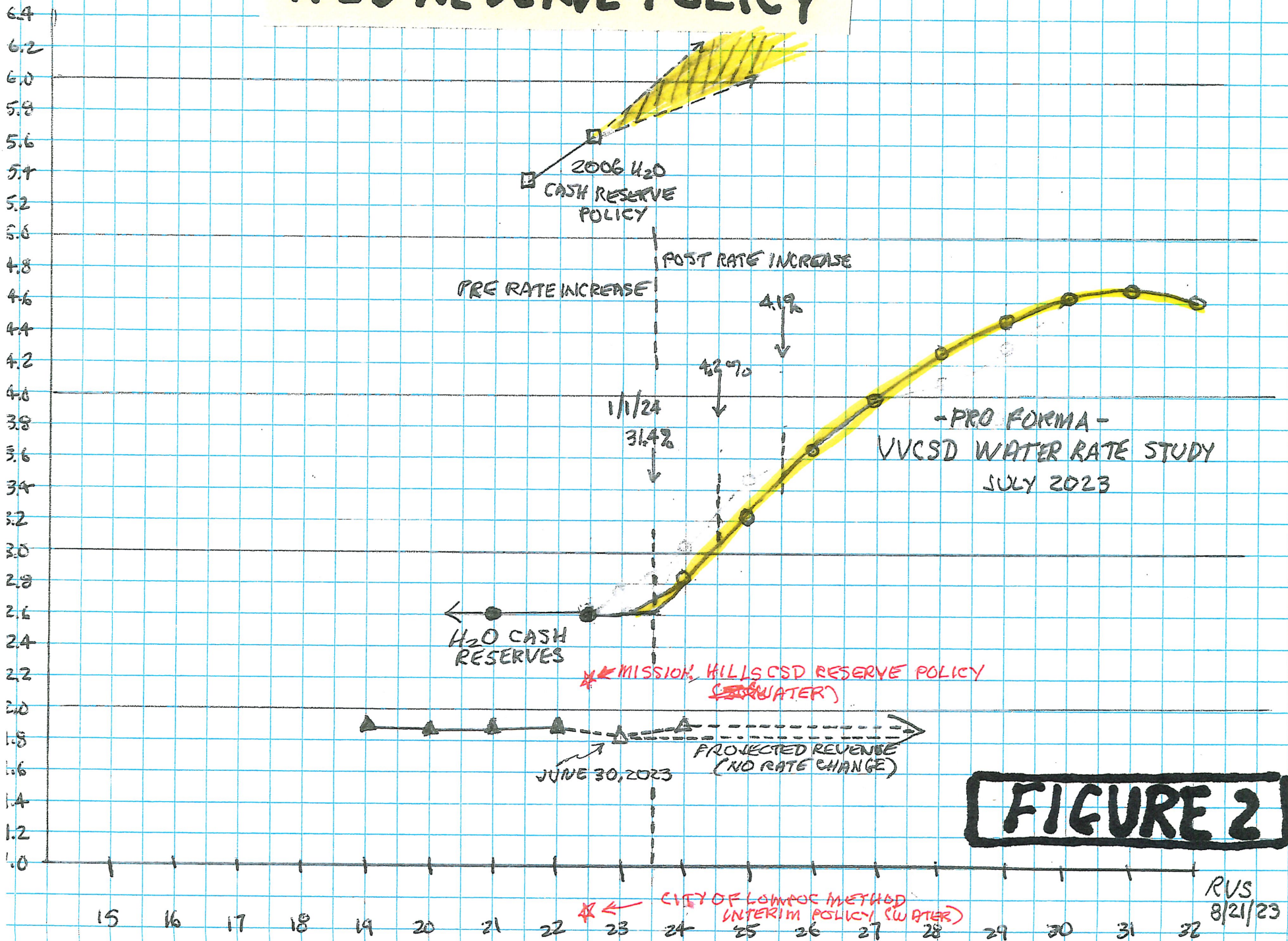
Reserve Contribution Factor

Resolution 176-06 established a reserve contribution factor to be incorporated into the rate structure. This factor, expressed as a percentage of the annual water operating expense budget, is designed to generate revenues specifically for reserves. District staff is directed to consider the amount of money available in reserves relative to the goal, investment performance, the timing of planned and foreseeable capital projects, the strategic plan, and other pertinent considerations and present a factor to help achieve that goal.

Emergency Reserves

Resolution 176-06 established a method for calculating the **Emergency Reserves goal**. The 99-94 goal was a flat \$500,000 to cover both water and wastewater emergencies. The 176-06 goal is 10 percent of the value of the **water capital assets (\$1,057,665 unaudited as of June 30, 2023)**. Another term for this reserve is a *contingency fund*. This amount is intended as protection against catastrophic loss and to provide a cushion for miscalculations in long-range planning. “One method for determining the balance to maintain in such a reserve is to determine the cost of replacing the most expensive facility of the utility system and reserving an amount equal to that cost”

H₂O RESERVE POLICY



U.S. Drought Monitor California

September 26, 2023
(Released Thursday, Sep. 28, 2023)
Valid 8 a.m. EDT



Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	94.01	5.99	0.07	0.00	0.00	0.00
Last Week <i>09-19-2023</i>	93.53	6.47	0.24	0.00	0.00	0.00
3 Months Ago <i>06-27-2023</i>	71.88	28.12	4.63	0.00	0.00	0.00
Start of Calendar Year <i>01-03-2023</i>	0.00	100.00	97.93	71.14	27.10	0.00
Start of Water Year <i>09-27-2022</i>	0.00	100.00	99.76	94.01	40.91	16.57
One Year Ago <i>09-27-2022</i>	0.00	100.00	99.76	94.01	40.91	16.57

Intensity:

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

Author:

Richard Heim
NCEI/NOAA



droughtmonitor.unl.edu