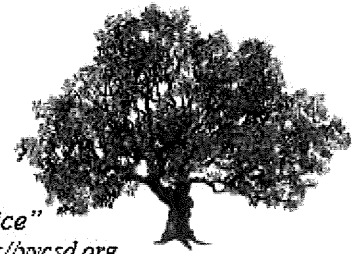


VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

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, December 5, 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 November 7, 2023 page 1
 - B. Treasurer Report
 - (1) Monthly Financials page 7
 - (2) Disbursements through November 30, 2023 page 19
 - C. Water Pumped vs Sold, 12 months page 25

8. ACTION ITEMS

- A. **Water Rates and Charges [Public Hearing]:** Consider approving increases to water rates and charges and adopting revised ordinances page 27
- B. **General Manager Employment:** Consider extending the employment agreement with Joe Barget until December 31, and approving an employment agreement to appoint Cynthia Allen as General Manager effective December 31 page 49
- C. **Joe Barget:** Consider adopting Resolution 228-23 commending and thanking Mr. Barget for 19 years of service and leadership as General Manager page 63
- D. **Board Officers:** Elect a President, Vice President, and Finance Officer and discuss appointments to committees and external agencies page 67

9. REPORTS

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

10. INFORMATIONAL CORRESPONDENCE

US Drought Monitor: California, November 28, 2023 page 71

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

12. ADJOURN

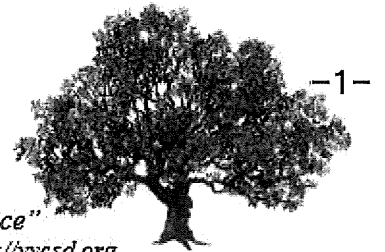
NOTICE: The Board of Directors of the Vandenberg Village Community Services District will meet at the District Office Conference Room, 3745 Constellation Road, Vandenberg Village, in compliance with § 54954.2 of the Government Code of the State of California.

If you need reasonable accommodation 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.vvcsd.org*

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MINUTES Regular Meeting

November 7, 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, Operations & Maintenance (O&M) Manager Mike Garner, Administrative Services (AS) Manager Cynthia Allen, and Finance Administrator Patricia LeCavalier.

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 37.5 million gallons of water in October with an average daily demand of 1,208,000 gallons. This is 5 percent more than last year.

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

The District's well levels for October were 1B-142', 3A-137', and 3B-136'.

The field crew assisted Mission Hills Community Services District on October 23 at a sewer force main break on Rucker Road. The spill was contained to 2,500 gallons. O&M Manager Garner gave a PowerPoint presentation to illustrate the work.

Eddie Bramasco from EDK Engineering visited the District on October 27 to inspect the SCADA system. O&M Manager Garner and the field crew worked well with Mr. Bramasco and trusted his knowledge of the system.

The engineers from Pureflow Filtration visited on October 30 to take measurements and drawings of the system to begin purchasing materials for the Filter Rehabilitation Project.

The field crew had two service line repairs in October and no sanitary sewer overflows.

To conclude his report, O&M Manager Garner said he celebrated his 39th year with the District on October 15. He showed the Directors his PowerPoint presentation that he will present at the water rates workshop tomorrow night.

6. ADMINISTRATION REPORT

AS Manager Allen gave a PowerPoint presentation illustrating the new proposed water and wastewater rates. She will present it at the workshop tomorrow evening.

7. CONSENT CALENDAR

A. Minutes from the Regular Meeting on October 3, 2023

B. Minutes from the Special Meeting on October 17, 2023

C. Minutes from the Special Meeting on October 24, 2023

D. Treasurer Report

1) Monthly Financials

2) Disbursements through October 31, 2023

3) Schedule of Investments

E. Water Pumped vs. Sold, 12 months

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

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

8. ACTION ITEM

A. APN 097-371-075

Motion by Director Brooks, seconded by Director to Heuring to issue an Intent to Serve Letter to PD Apollo Way, LLC, for a proposed project to construct 100 townhomes and 208 apartments on Assessor's Parcel Number (APN) 097-371-075

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

B. APN 098-016-010

Motion by Director Brooks, seconded by Director Heuring to issue an Intent to Serve Letter to Vijelas, LLC, to construct a single-family residence on Assessor's Parcel Number (APN) 098-016-010 at 3925 Club House Court

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

C. Legal Services

Motion by Director Gonzales, seconded by Director Stassi to approve the Agreement for Special Services with Liebert Cassidy Whitmore, a Professional Corporation

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

D. Reserves

Motion by Director Stassi to review and discuss the reserve policy and accept the proposal from Clayton Tuckfield to perform a reserve policy review for the District.

Motion failed.

After more discussion among the Directors, it was agreed to have a Finance/Budget Committee meeting to discuss the Reserve Policy.

9. REPORTS

A. Committees

Legal/Personnel Committee met on October 2 and October 11 and discussed items on this agenda.

B. District Representatives to External Agencies

Nothing to report.

C. President

There were no comments.

D. General Manager

General Manager Barget sent an email to all the Directors about attending a

CSDA Leadership Academy in San Luis Obispo. At the next board meeting, the Directors will elect board officers and at the first meeting in January, the President will appoint committees for the new year.

10. INFORMATIONAL CORRESPONDENCE

A. US Drought Monitor: California, October 31, 2023

B. LAFCO letter, Call for Nominations for Special District Member, November 1, 2023

11. DIRECTORS FORUM

Director Bumpass said he will not be running for another term and would like the Directors to consider him for Board President in December.

Director Gonzales said an intertie with the city of Lompoc or Mission Hills Community Services District would be very important for the District. He suggested the Water/Wastewater Committee meet regarding this issue.

12. CLOSED SESSION

The Board convened into a closed session at 8:32 p.m. to discuss public employment (Title: General Manager).

13. OPEN SESSION

The Board convened into open session at 9:10 p.m. President Brooks announced no action was taken during the closed session:

14. ADJOURN

President Brooks declared the meeting adjourned at 9:10 p.m.

Attest:

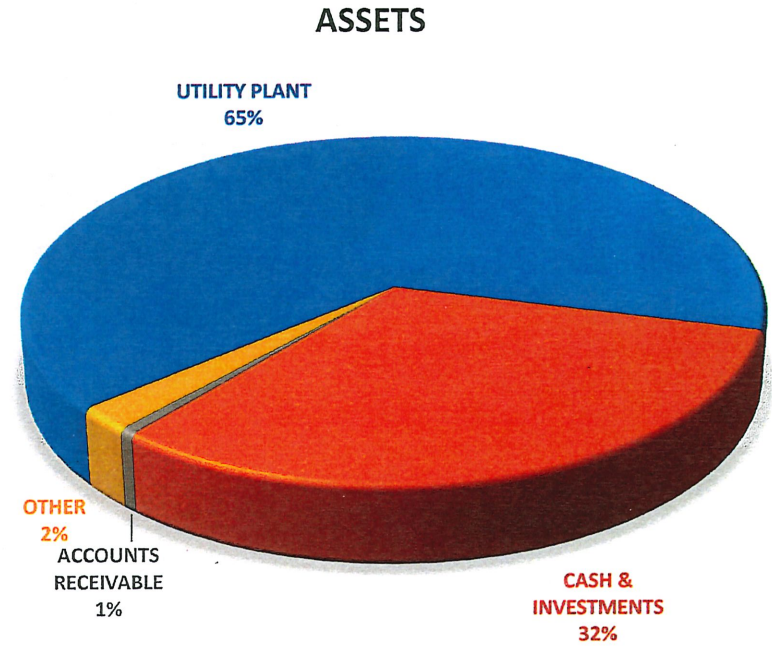
Signed:

Stephanie Garner
Secretary, Board of Directors

Christopher Brooks
President, Board of Directors

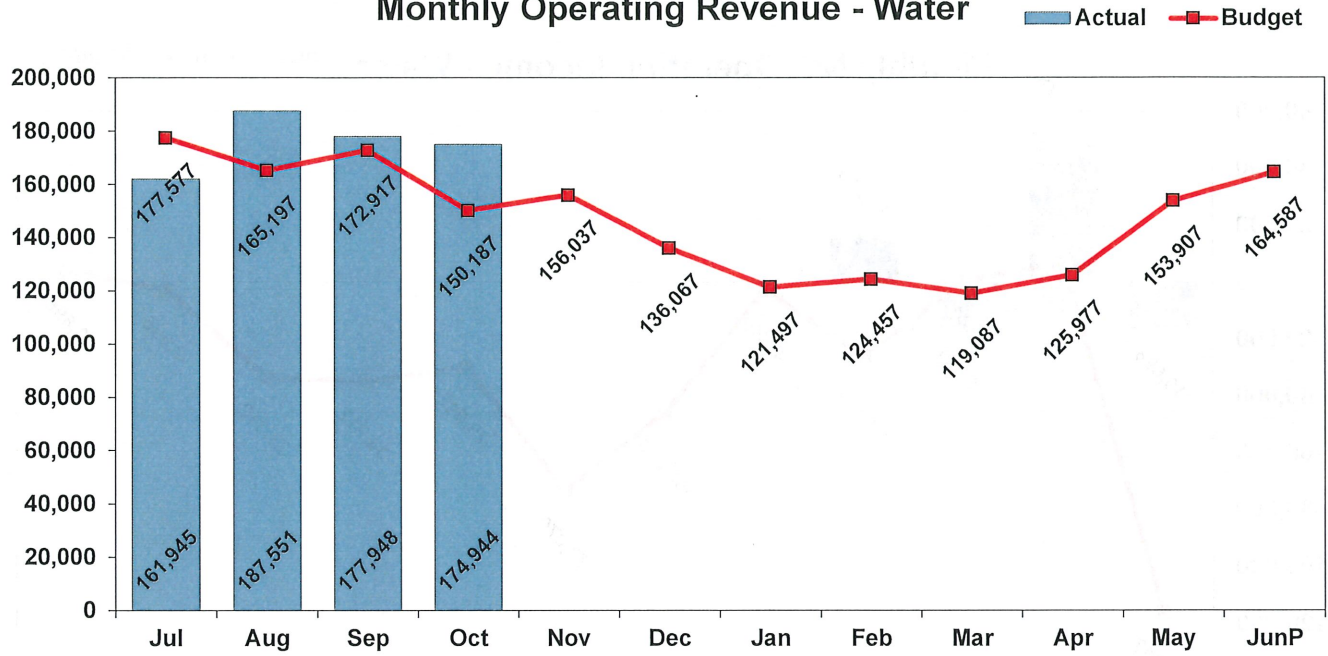
VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT
 Combined Balance Sheet
 As of October 31, 2023

	2024 FYTD	FYE 2023	CHANGE
ASSETS			
UTILITY PLANT	\$23,727,717	\$23,849,953	(\$122,236)
CASH & INVESTMENTS	11,654,178	11,438,344	215,834
ACCOUNTS RECEIVABLE	247,409	307,846	(60,437)
OTHER	796,814	807,667	(10,853)
TOTAL ASSETS	\$36,426,118	\$36,403,810	\$22,308
DEFERRED OUTFLOWS OF RESOURCES-PENSIONS	\$874,314	\$874,314	\$0
TOTAL ASSETS & DEFERRED OUTFLOWS	\$37,300,432	\$37,278,124	\$22,308
LIABILITIES			
CURRENT LIABILITIES	\$550,928	\$656,764	(\$105,836)
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	\$6,694,266	\$6,800,102	(\$105,836)
DEFERRED INFLOWS OF RESOURCES-PENSIONS	\$103,601	\$103,601	\$0
EQUITY			
CONTRIBUTED CAPITAL	\$5,651,476	\$5,716,874	(\$65,398)
EQUITY	24,722,945	23,710,437	1,012,508
CURRENT EARNINGS	128,144	947,110	(818,966)
TOTAL EQUITY	\$30,502,565	\$30,374,421	\$128,144
TOTAL LIABILITIES, DEFERRED INFLOWS & EQUITY	\$37,300,432	\$37,278,124	\$22,308

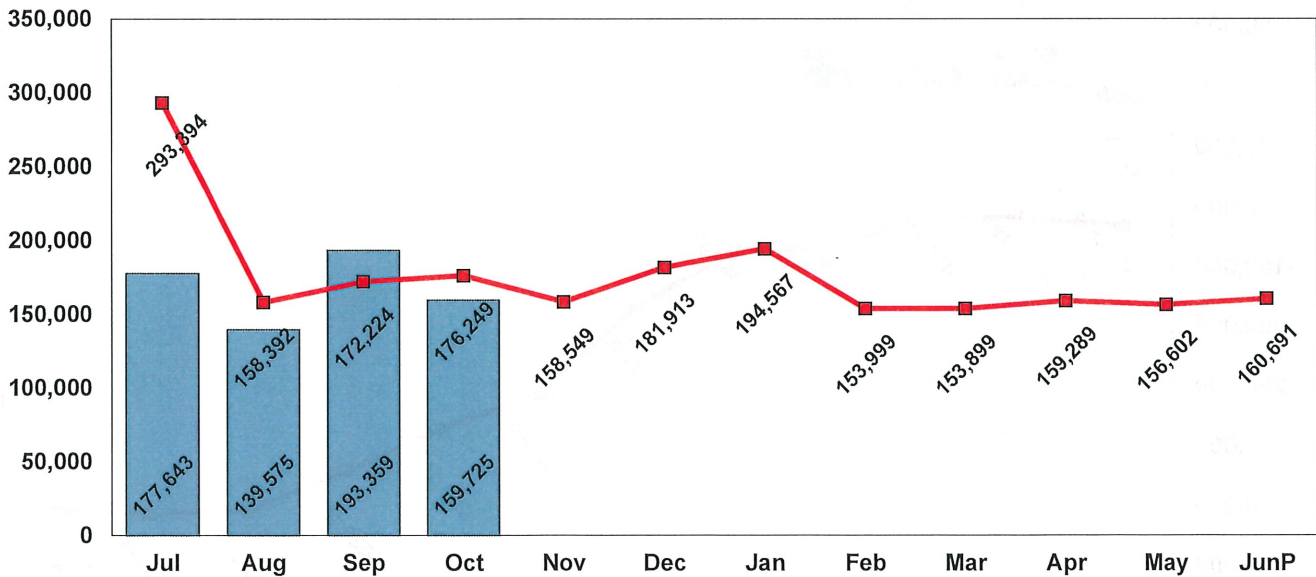


Operating Revenue and Expenses
 Vandenberg Village Community Services District
 July 1, 2023 to June 30, 2024

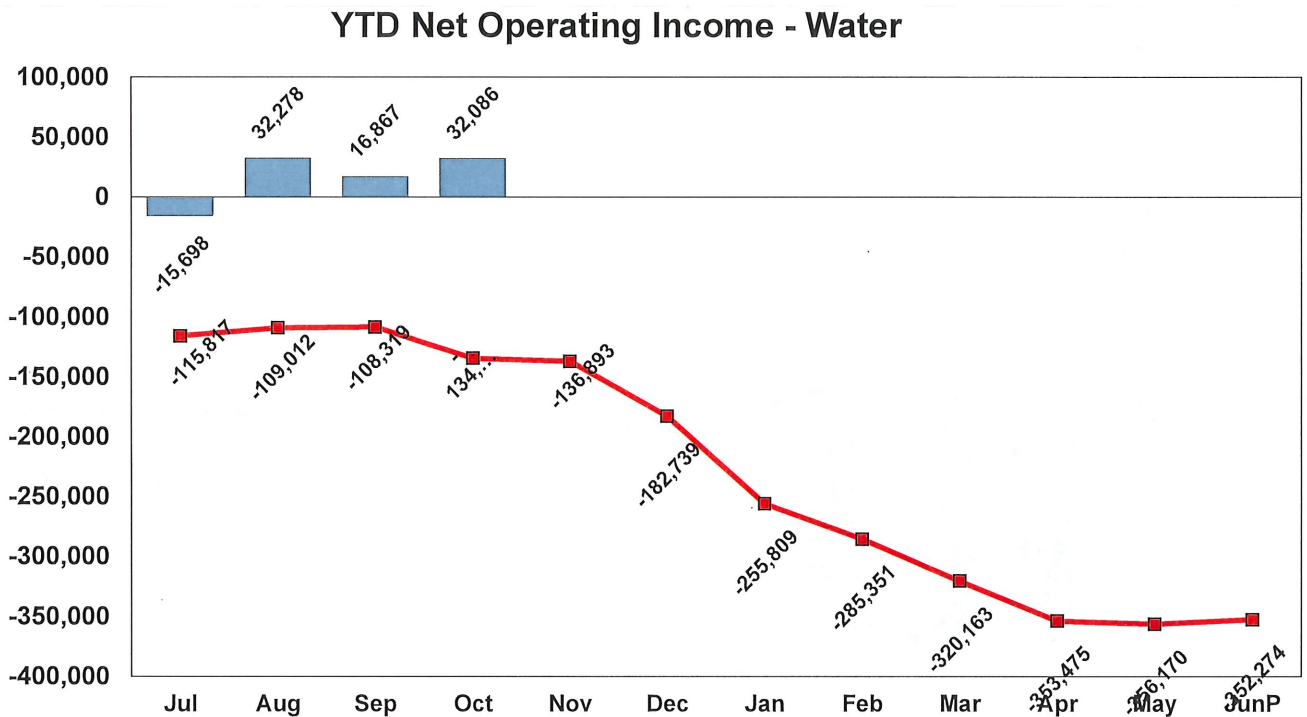
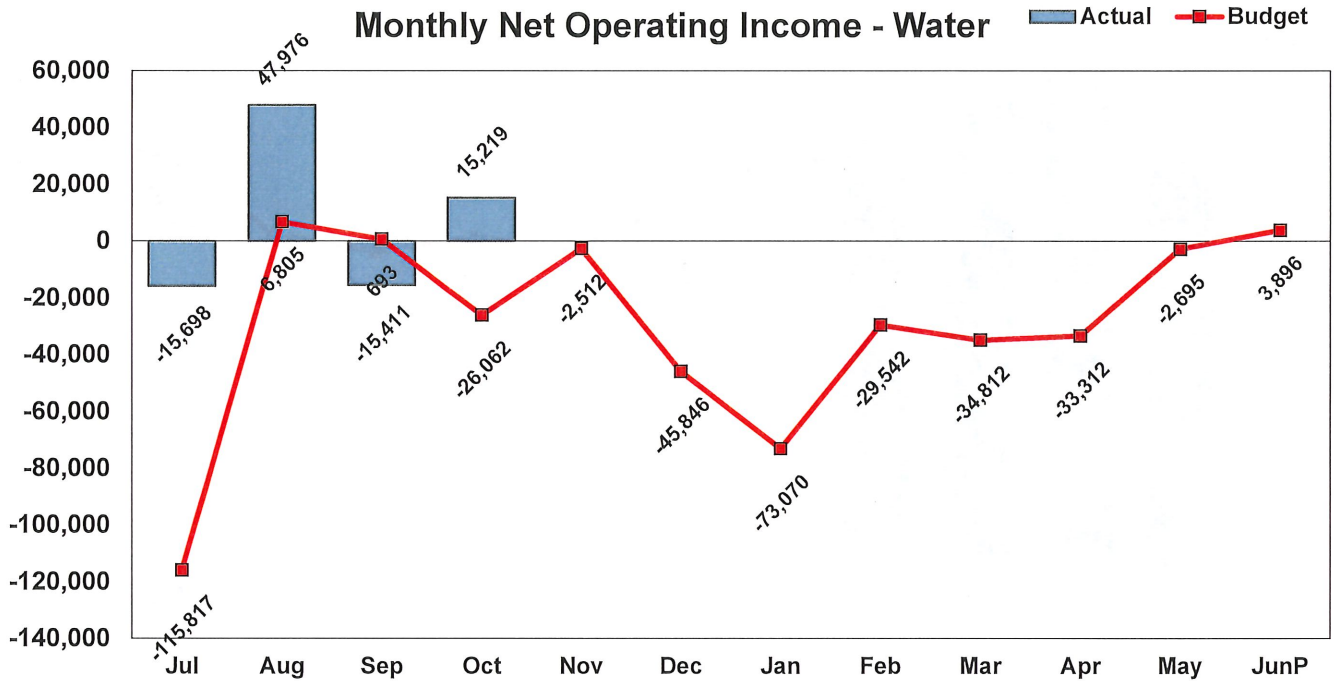
Monthly Operating Revenue - Water



Monthly Operating Expense - Water

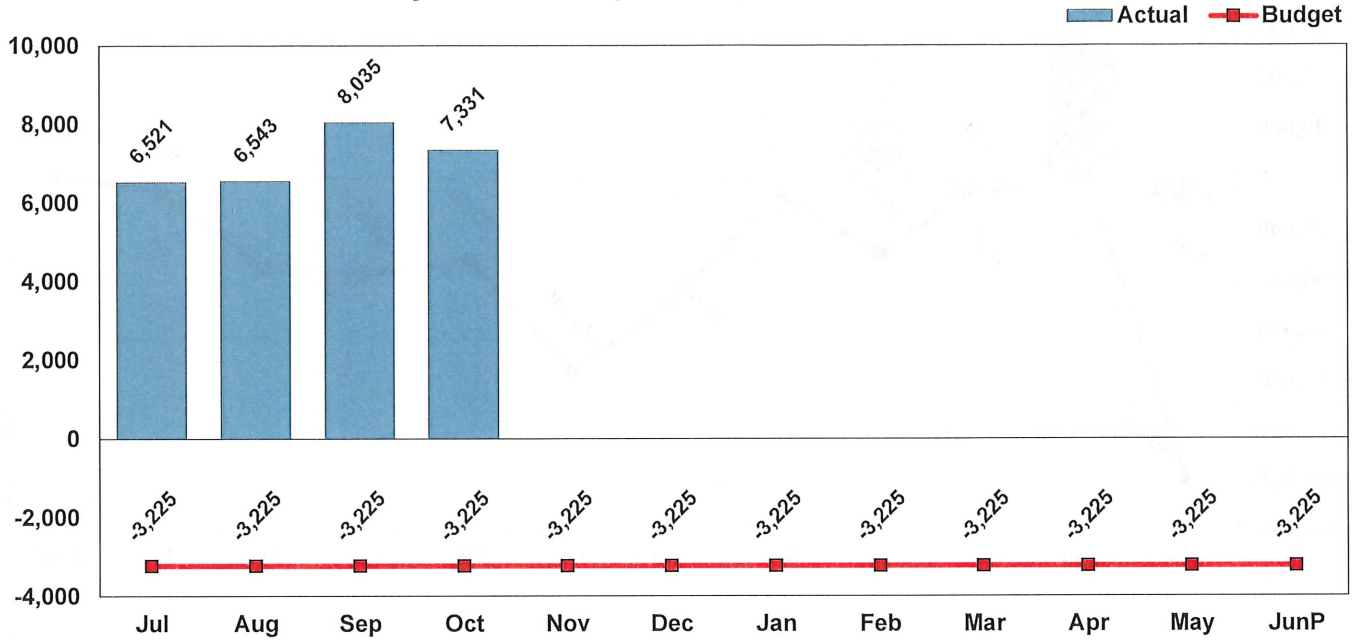


Operating Income Vandenberg Village Community Services District July 1, 2023 to June 30, 2024

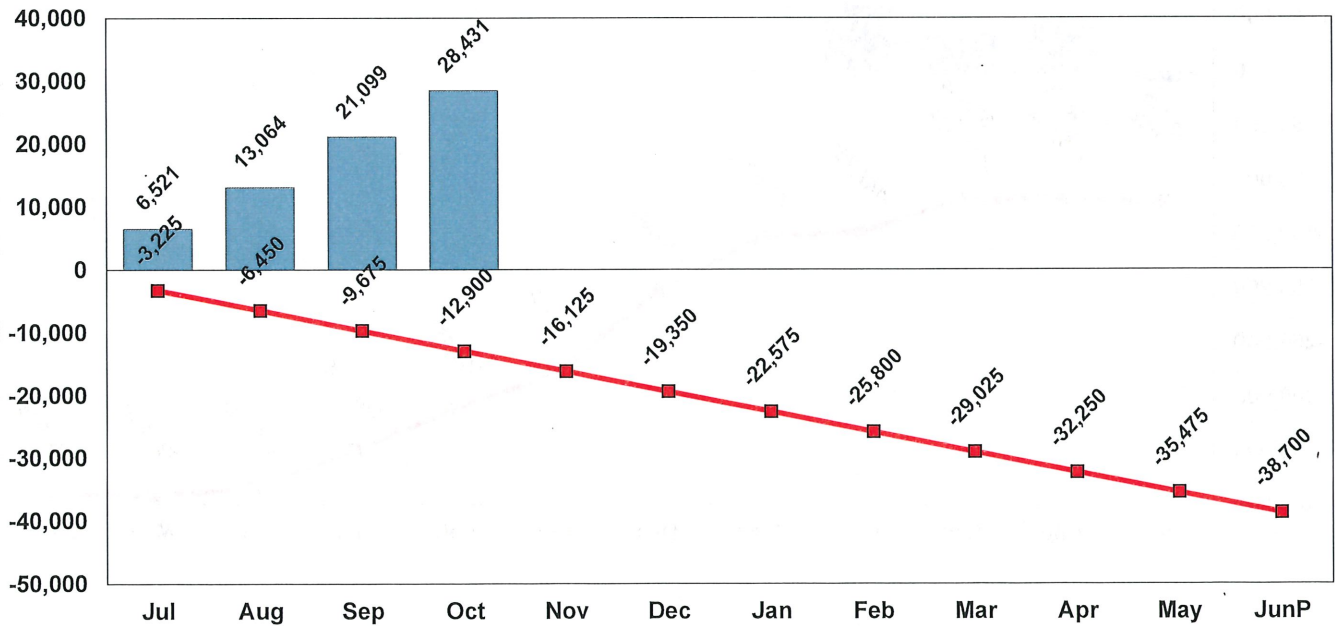


Non-Operating Income Vandenberg Village Community Services District July 1, 2023 to June 30, 2024

Monthly Net Non-Operating Income - Water



YTD Net Non-Operating Income - Water



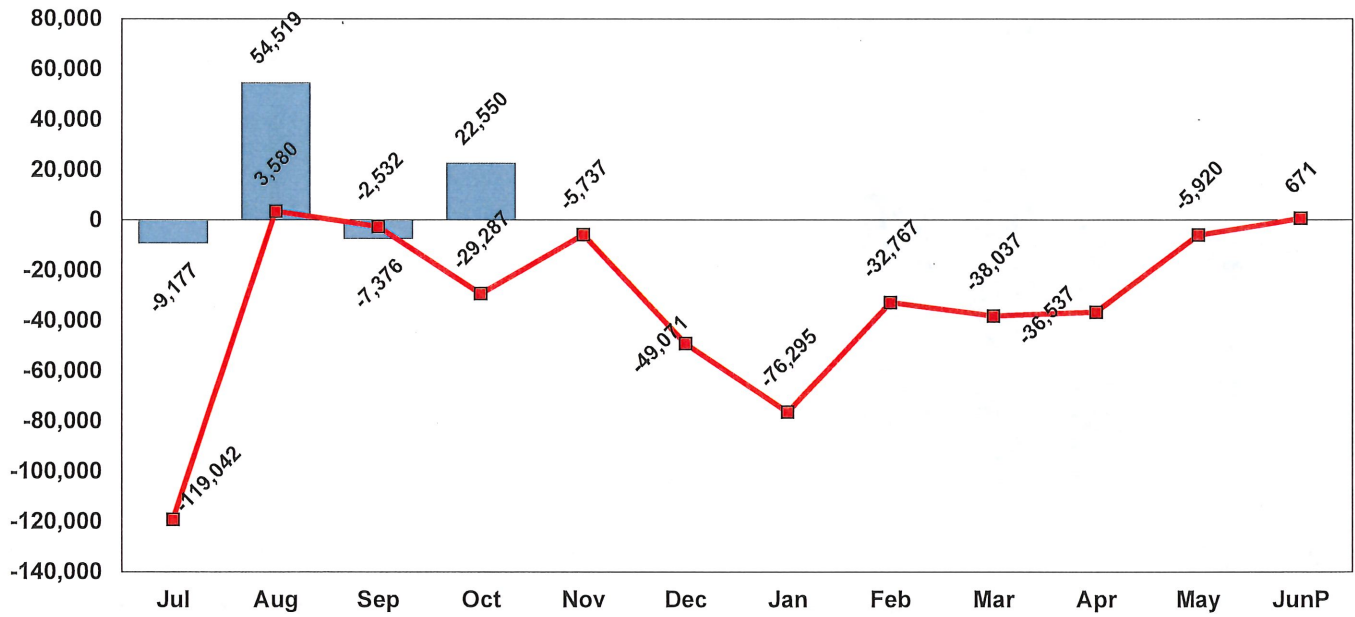
Change in Net Assets

Vandenberg Village Community Services District

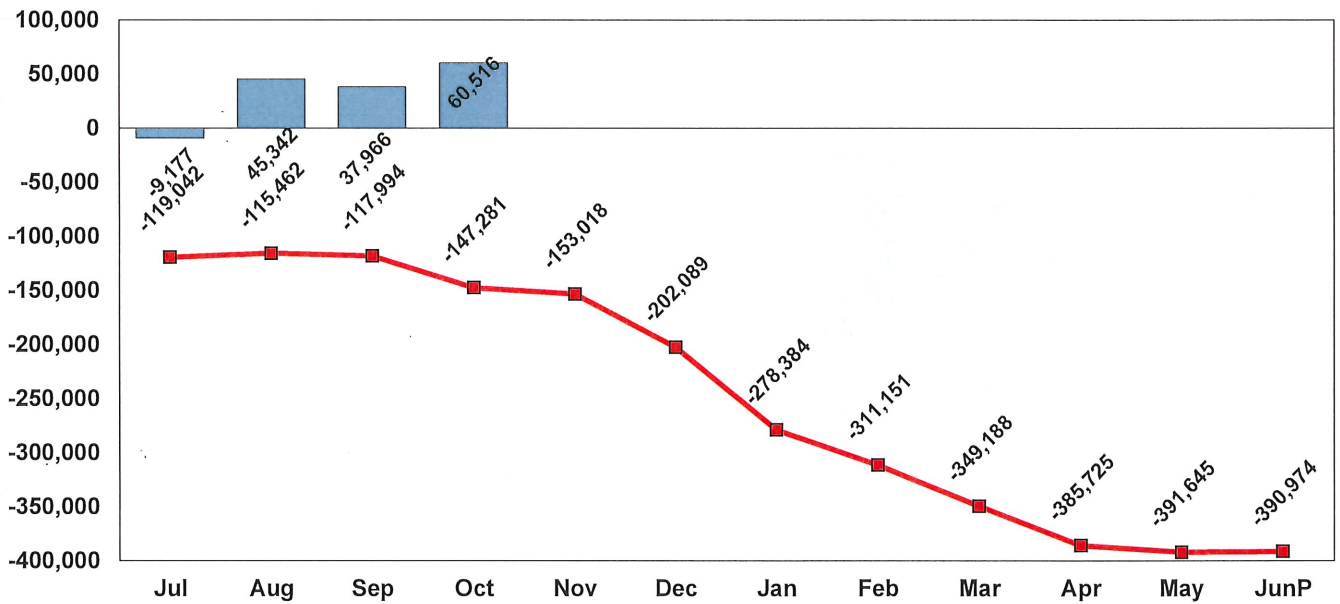
July 1, 2023 to June 30, 2024

Monthly Change in Net Assets - Water

Actual ■ Budget

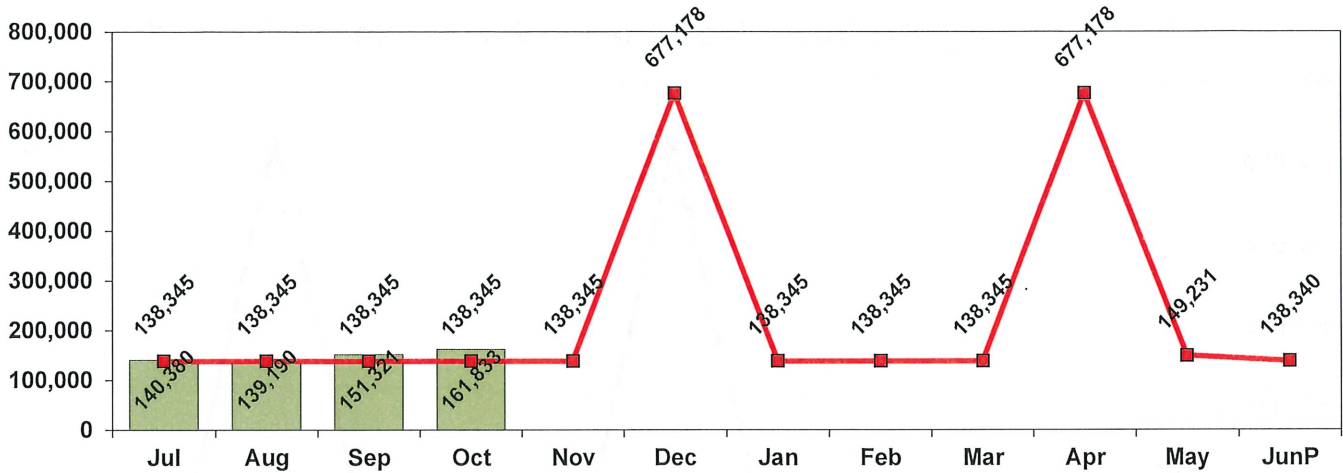


YTD Change in Net Assets - Water

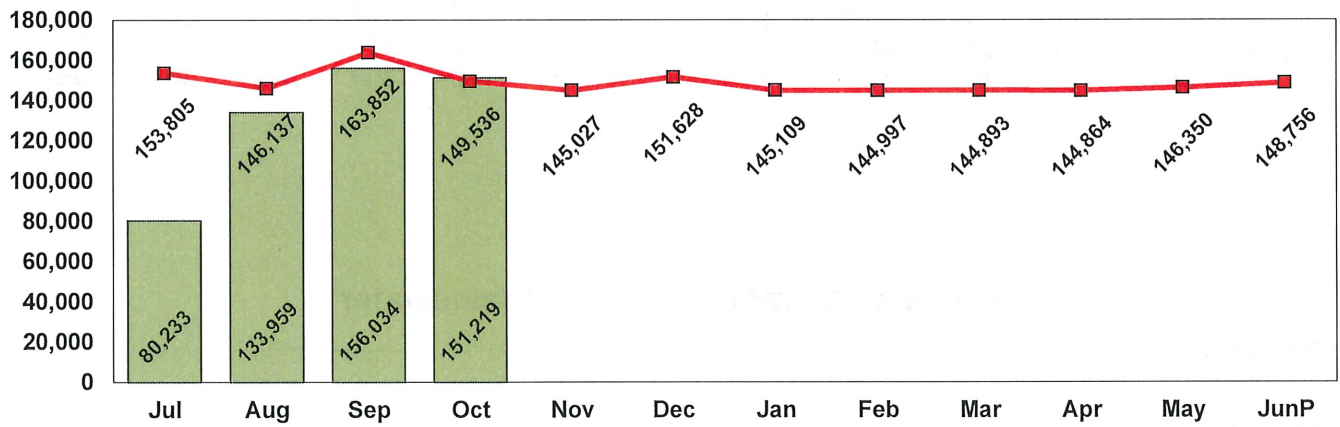


Operating Revenue and Expenses
 Vandenberg Village Community Services District
 July 1, 2023 to June 30, 2024

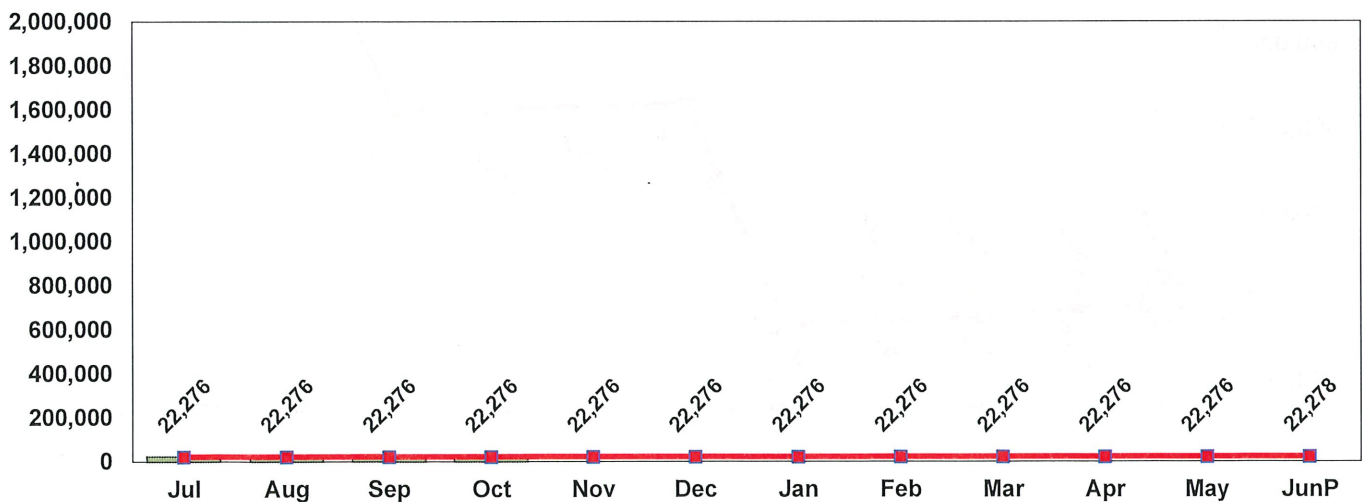
Monthly Operating Revenue - Wastewater ■ Actual ■ Budget



Monthly Operating Expense
 excluding Unfunded Depreciation and Reserve-Funded Projects

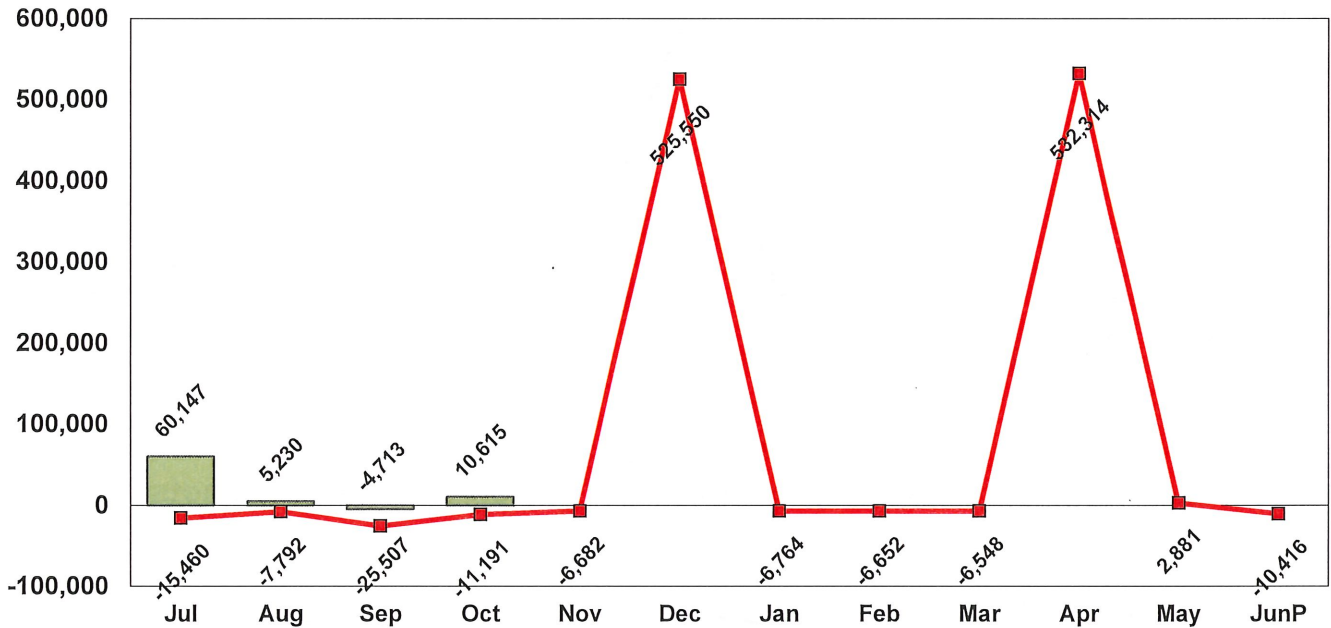


Monthly Operating Expense
 Unfunded Depreciation and Reserve-Funded Projects

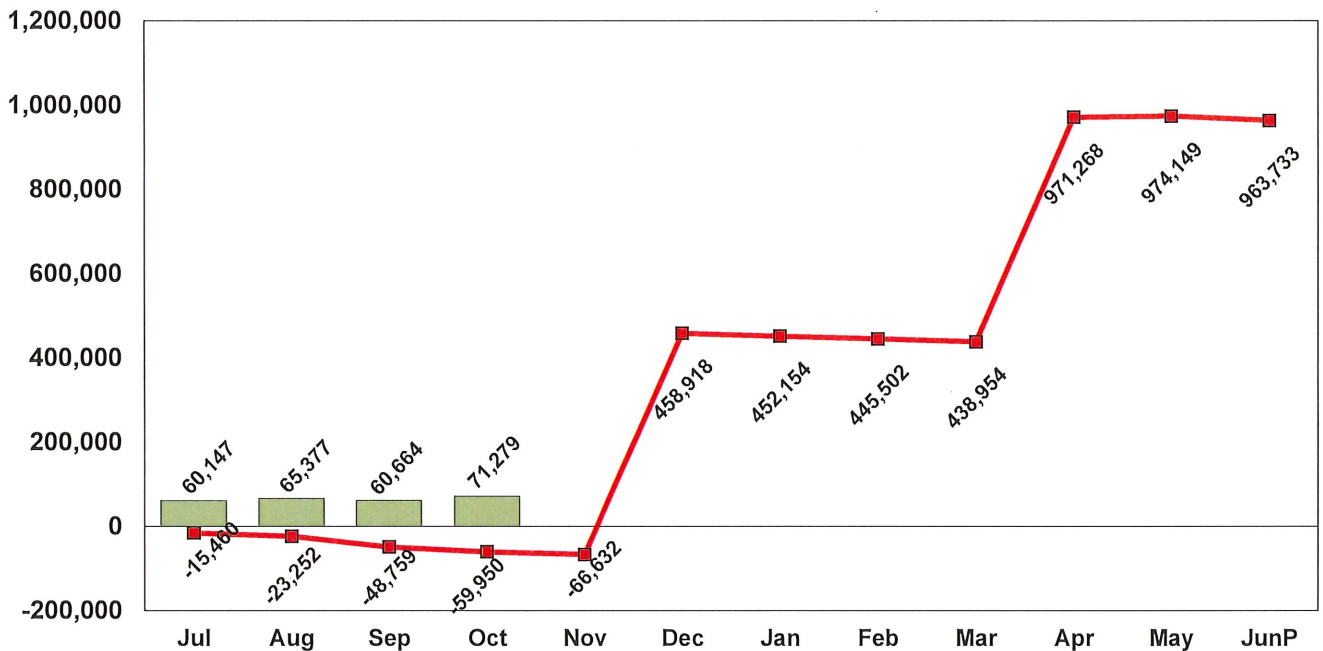


Operating Income
Vandenberg Village Community Services District
July 1, 2023 to June 30, 2024

Monthly Net Operating Income - Wastewater ■ Actual ■ Budget



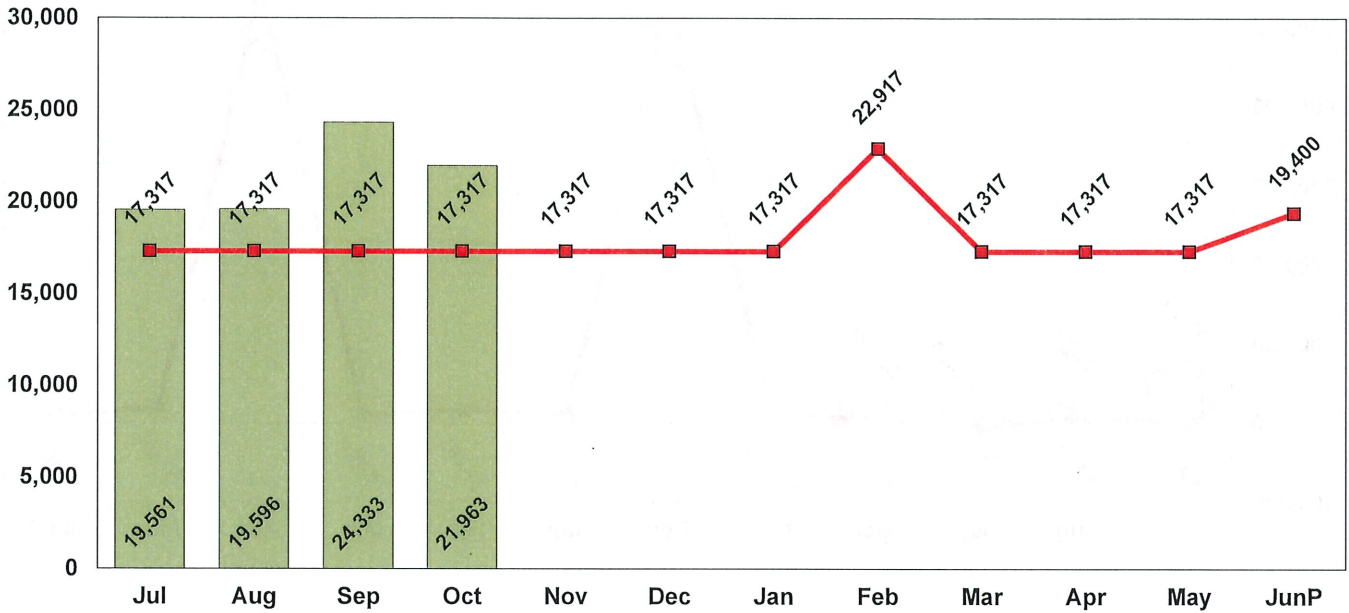
YTD Net Operating Income - Wastewater



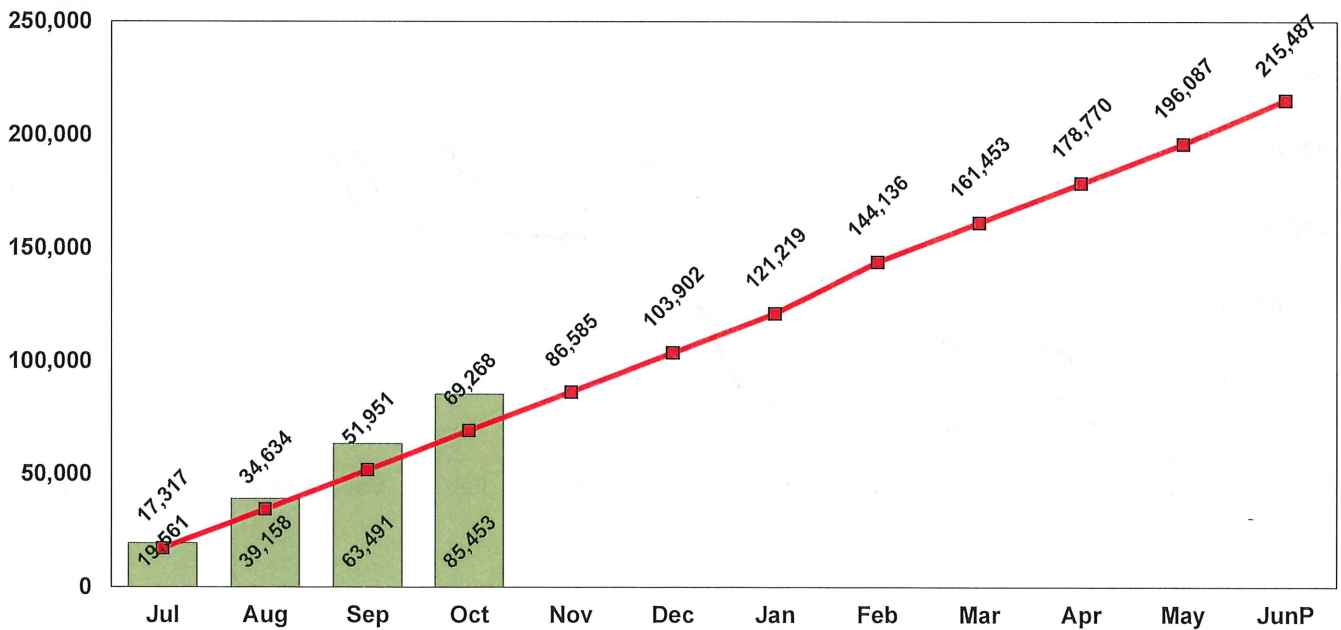
Non-Operating Income Vandenberg Village Community Services District July 1, 2023 to June 30, 2024

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

Actual Budget



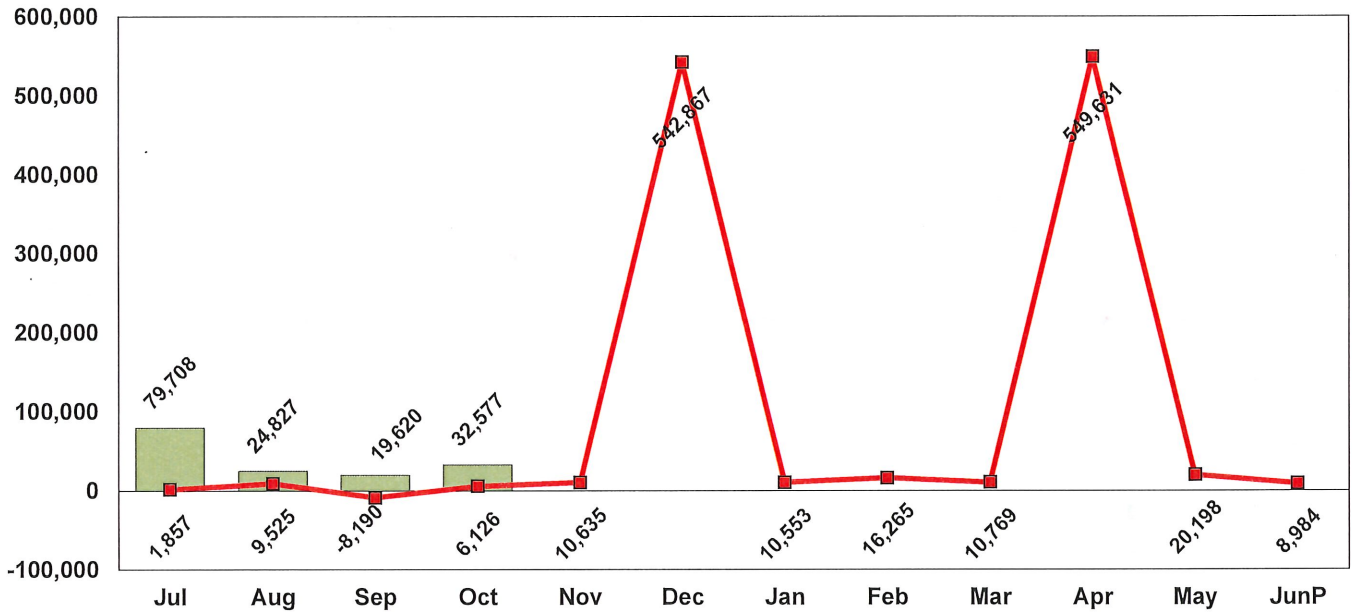
YTD Net Non-Operating Income less LRWRP SRF Payment - Wastewater



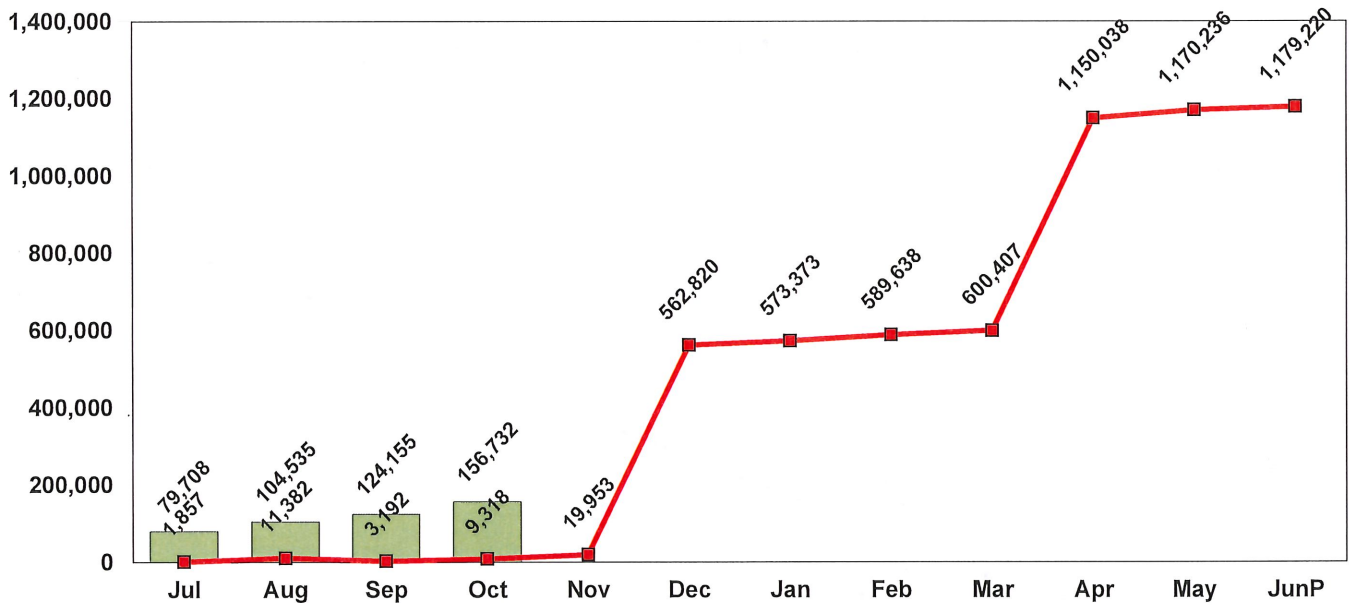
Change in Net Assets Vandenberg Village Community Services District July 1, 2023 to June 30, 2024

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 October 31, 2023

	Water Fund	WW Fund	
CASH FLOWS FROM OPERATING ACTIVITIES			
Cash received from customers and users	\$ 680,843	\$ 574,460	
Cash payments for goods and services	(466,552)	(284,355)	
Cash payments to employees	(214,528)	(112,941)	
Net Cash Provided by Operating Activities	\$ (237)	\$ 177,164	\$ 176,927
CASH FLOWS FROM CAPITAL & RELATED FINANCING ACTIVITIES			
Connection fees collected	13,476	18,207	
Purchase of capital assets	(171,101)	(580)	
Net Cash Used - Capital & Related Financing Activities			(139,997)
CASH FLOWS FROM INVESTING ACTIVITIES			
Investment income	93,452	85,453	
Net Cash Provided by Investing Activities			178,906
Net Increase (Decrease) in Cash & Cash Equivalents			215,835
Cash and cash equivalents, beginning of year			11,438,344
Cash and cash equivalents, year-to-date			\$ 11,654,179
Reconciliation to the Statement of Net Assets:			
Cash on hand	400		\$ 400
Cash and short term investments	2,922,405	8,731,374	11,653,779
			\$ 11,654,179
 Reconciliation of Operating Income to Net Cash Provided by Operating Activities			
Operating Income (excluding Connection fees)	\$ 18,610	\$ (36,032)	
Adjustments to reconcile operating income to net cash provided by operating activities			
Depreciation	\$ 75,707	\$ 218,210	
Change in operating assets and liabilities:			
(Increase) decrease in accounts receivable	(22,822)	(57)	
(Increase) decrease in other receivables	18,293		
(Increase) decrease in prepaid items	10,808	45	
Increase (decrease) in accounts payable	(42,635)	6,190	
Increase (decrease) in accrued payroll	(22,730)	(11,192)	
Increase (decrease) in customer deposits	(3,540)		
Increase (decrease) in compensated absences	(31,929)	-	
Net Cash Provided by Operating Activities	\$ (237)	\$ 177,164	\$ 176,927

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

Disbursement # 12-23 From 11/1/2023 To 11/30/2023
 Board Meeting Date 12/5/2023 Item: 7B.2

Accounts Payable Amount \$130,583.04

Check Numbers 29115-29155

Void Checks none

Electronic Vendor Payment Amount \$1,886.97

Confirmation Numbers 175012, 330134, 374525

A/P Hand Check Amount _____

Check Numbers _____

Payroll Amount \$92,078.40

Check Numbers electronically transferred

Wire Transfers _____

Wire Numbers _____

Disbursements/Investments

A/P Checks 130,583.04

Electronic Vendor Payments 1,886.97

A/P Hand Checks 0.00

Payroll 92,078.40

Investments 0.00

TOTAL \$224,548.41

REPORT.: Nov 30 23 Thursday
 RUN...: Dec 01 23 Time: 09:07
 Run By.: PATTY LECAVALIER

VANDENBERG VILLAGE CSD
 Cash Disbursement Detail Report
 Check Listing for 11-23 thru 11-23 Bank Account.: 13100

PAGE: 001
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 CTL.: VAN

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
029115	11/08/23	ACW03	ACWA JOINT POWERS INSURAN	9841.94	0701060	GROUP MEDICAL,DENTAL,VISION,LIFE,EAP DEC;ADJ-LIFE
029116	11/08/23	AMA01	AMAZON CAPITAL SERVICES	331.68	MXJK-9VTW	LABELS,CALC RIBBON,GPS SURVEY POLE & MOUNT,SOAP
029117	11/08/23	ARA01	ARAMARK UNIFORM SERV.INC.	201.37	20408202	CONTINUOUS TOWELS,SHOP TOWELS 10/19/23
				167.27	20418414	SHOP TOWELS 11/2/23
			Check Total.....:	368.64		
029118	11/08/23	BIG02	BIG BRAND TIRE CO.	1854.27	3951813	UNIT #18-TIRES,BRAKES
029119	11/08/23	CLS01	CLINICAL LABS OF SAN	427.00	1000018	BACTERIA,IRON,MANG,PHYSICAL,HALOACETIC,THM TESTS
029120	11/08/23	COV01	COVERALL MOUNTAIN & PACIF	391.00	553194071	JANITORIAL SERVICE 11/23
029121	11/08/23	FER01	FERGUSON ENTERPRISES INC	2812.28	0503845	ANGLE VALVES,COUPLINGS,TEES
				102.36	0504009-1	FNGFF4 1"NUT & GASKET ASSY (QTY 10)
			Check Total.....:	2914.64		
029122	11/08/23	HOM02	HOME DEPOT	49.54	10021023	VEGETATION MANAGEMENT LOT 54
029123	11/08/23	INK01	INKLINGS PRINTING CO.	62.35	123533	STOP ORDER FORMS (QTY 1,000)
029124	11/08/23	LOM01	CITY OF LOMPOC, FINANCE	44607.24	13085	WASTEWATER TREATMENT COSTS 9/23
029125	11/08/23	MIL01	MILLER LANDSCAPING AND MA	200.00	64139	OFFICE YARD MAINTENANCE,LOT 54 HAUL AWAY SVC 10/23
029126	11/08/23	NAT01	NATIONAL GROUP TRUST	858.62	23941223	LONG-TERM DISABILITY 12/23
029127	11/08/23	OLI01	OLIN CORP - CHLOR ALKALI	9472.07	900337846	3,990 GALS NaOCL
029128	11/08/23	SAN18	SANTA BARBARA COUNTY SDA	300.00	C31106	2024 SBCCSDA MEMBERSHIP
029129	11/08/23	SOU01	SO.CALIFORNIA GAS CO.INC.	52.98	79001023	SO.CALIF GAS-WELL 1B 9/22/23-10/23/23
				37.97	84181023	SO.CALIF GAS-OFFICE 9/22/23-10/23/23
			Check Total.....:	90.95		
029130	11/08/23	TRA02	TRACTOR SUPPLY CREDIT PLA	146.43	26311023	VEGETATION MANAGEMENT LOT 54
029131	11/08/23	UBE01	UBEO WEST LLC	994.67	4306344	COPIER CONTRACT USAGE,MONTHLY BILL,TONER FREIGHT
029132	11/08/23	UND01	UNDERGROUND SERVICE ALERT	43.25	20230791	USA TICKETS 10/23
029133	11/08/23	UNI02	UNIVAR SOLUTIONS USA INC.	3095.34	51577394	710 GALS NaHSO3
029134	11/08/23	USB02	U.S.BANK CORPORATE PAYMEN	2843.17	32561023	STARLINK,FUEL,GATOR MTC,INK,HOSE NOZZLES,APWA MTG

REPORT.: Nov 30 23 Thursday
 RUN...: Dec 01 23 Time: 09:07
 Run By.: PATTY LECAVALIER

VANDENBERG VILLAGE CSD
 Cash Disbursement Detail Report
 Check Listing for 11-23 thru 11-23 Bank Account.: 13100

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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
029135	11/08/23	VJ001	V & J ROCK TRANSPORT INC	75.00	22705	DUMP ASPHALT & CONCRETE FROM SERVICE LINE REPAIRS
029136	11/08/23	WAS01	WASTE MANAGEMENT CORPORAT	170.98 50.70	569307 569311	TRASH COLLECTION-SHOP 10/23 TRASH COLLECTION-OFFICE 10/23
Check Total.....:				221.68		
029137	11/08/23	WEX01	WEX BANK	145.94	93080059	27.66 GALLONS FUEL
029138	11/08/23	\O002	OAK HILL PARTNERS LLC	16.01	000C31001	CUSTOMER REFUND-OAK0018-270 OAK HILL DR.
029139	11/08/23	\P008	PLUS PROPERTY MANAGEMENT	39.64	000C31001	CUSTOMER REFUND-PLU0156-4120 RIGEL AVE.
029140	11/22/23	ALT01	ALTHOUSE AND MEADE, INC.	2575.00	14772	NEW WELL SITE-BIRD'S BEAK ID INVESTIGATION 10/23
029141	11/22/23	AME02	AMERICAN INDUSTRIAL SUPPL	121.35 70.82	91127 91133	NIPPLES,TEES,COUPLINGS,CLAMPS BALL VALVES,BUSHINGS FOR FILTER PLANT MAINTENANCE
Check Total.....:				192.17		
029142	11/22/23	ARA01	ARAMARK UNIFORM SERV.INC.	201.37	20428316	CONTINUOUS TOWELS, SHOP TOWELS 11/16/23
029143	11/22/23	COR01	CORBIN WILLITS SYSTEM INC	846.05	C311151	SERVICE AND ENHANCEMENT FEE 12/23
029144	11/22/23	DEB01	DEBOLT ELECTRIC	95.00	3218	OFFICE-SET UP GENERATOR FOR PGE SHUTDOWN
029145	11/22/23	DEW02	J B DEWAR	1550.19	276797	340.4 GALLONS DYED DIESEL FUEL
029146	11/22/23	FRO01	FRONTIER	132.41 324.20	28851123 49051123	FRONTIER 733-2109 11/13/23-12/12/23 FRONTIER 733-3615/3975/SCADA 11/13/23-12/12/23
Check Total.....:				456.61		
029147	11/22/23	GET01	GET WIRED CABLE CO.	1631.25	1452	NINJARM CYBERSECURITY SOFTWARE-10 LICENSES
029148	11/22/23	LOM01	CITY OF LOMPOC, FINANCE	40665.28	13259	WASTEWATER TREATMENT COSTS 10/23
029149	11/22/23	MIS01	MISSION PAVING, INC.	500.00 500.00	5170 5171	ASPHALT REPAIR-4094 STARDUST RD. ASPHALT REPAIR-153 OAKMONT AVE.
Check Total.....:				1000.00		
029150	11/22/23	QUI03	QUINN COMPANY	313.67	26821001	RENT TRENCHER FOR SERVICE LINE REPAIR-738 GODDARD
029151	11/22/23	SMI04	SMITHS ALARMS & ELECTRONI	90.00 125.00	073808 117206	SECURITY-OFFICE 12/23-2/24 SECURITY-TROUBLESHOOT SHOP ALARM
Check Total.....:				215.00		
029152	11/22/23	SMI05	JUDITH H. SMITH	469.85	12315	GENERAL MANAGER RECRUITMENT-APPLICANT VERIFICATION

REPORT.: Nov 30 23 Thursday
 RUN....: Dec 01 23 Time: 09:07
 Run By.: PATTY LECAVALIER

VANDENBERG VILLAGE CSD
 Cash Disbursement Detail Report
 Check Listing for 11-23 thru 11-23 Bank Account.: 13100

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 ID #: PY-DP
 CTL.: VAN

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
029153	11/22/23	STE04	STERICYCLE, INC.	263.08	5319757	DOCUMENT SHREDDING SERVICE 10/24/23,11/6/23
029154	11/22/23	VAL08	VALLEY ROLL-OFF SERVICE	500.00	12425	EMPTY ROLL-OFF BINS AT SHOP
029155	11/22/23	WES05	WESTERN EXTERMINATOR CO.	74.85	53501900	GOPHER CONTROL SERVICE 11/23
				142.60	53501901	6 MO. SPRAY FOR INSECTS
			Check Total.....:	217.45		
175012	11/08/23	PIT03	PITNEY BOWES	503.50	76731023	POSTAGE FOR METER
330134	11/22/23	PIT03	PITNEY BOWES	1018.95	01341023	POSTAGE FOR BILLS 10/23
374525	11/01/23	TIE01	TIERZERO CLOUD COMMUNICAT	364.52	374525	TIERZERO CLOUD COMMUNICATIONS ACCT FEES 11/23
			Cash Account Total.....:	132470.01		
			Total Disbursements.....:	132470.01		
				=====		
			Cash Account Total.....:	.00		

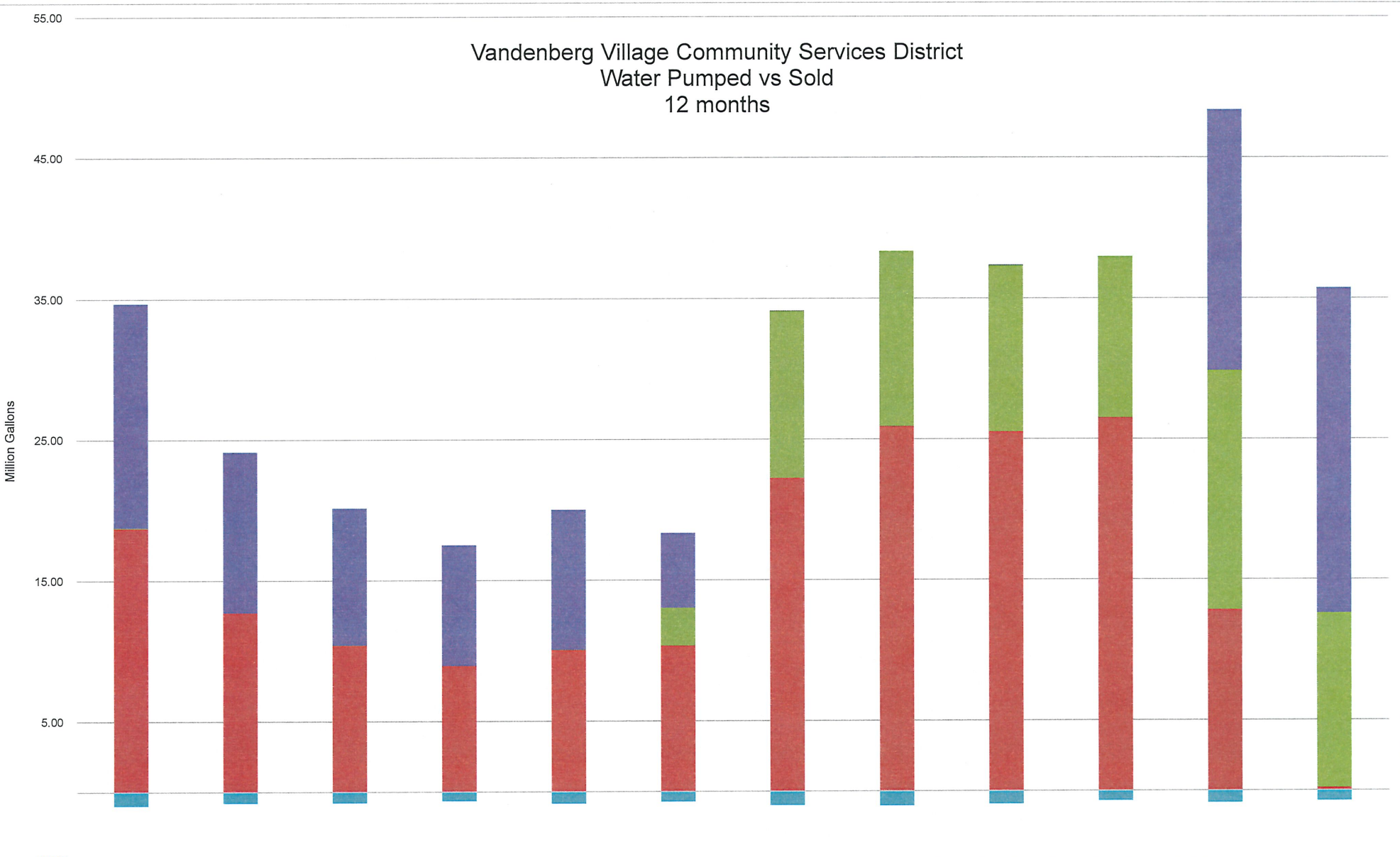
REPORT.: Nov 30 23 Thursday
 RUN...: Dec 01 23 Time: 09:07
 Run By.: PATTY LECAVALIER

VANDENBERG VILLAGE CSD
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 11-23 thru 11-23 Bank Account.: 13101

PAGE: 004
 ID #: PY-DP
 CTL.: VAN

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
50080	11/22/23	EMP01	EMPLOYMENT DEVELOP.DEPART	2162.12	C31122	STATE WH TAXES PP#24
50081	11/22/23	EMP01	EMPLOYMENT DEVELOP.DEPART	271.63	1C31122	STATE DISABILITY PP#24
51060	11/09/23	EFT01	EFTPS	5185.14	C31109	FEDERAL WH TAXES PP#23
51061	11/09/23	EFT01	EFTPS	198.40	1C31109	FICA SOCIAL SECURITY DR11
51062	11/09/23	EFT01	EFTPS	1135.60	2C31109	FICA MEDICARE PP#23
52600	11/22/23	PUB02	PUBLIC EMPLOYEES	1731.64	C31122	PERS TDMC PP#24
52601	11/22/23	PUB02	PUBLIC EMPLOYEES	1124.28	1C31122	PERS EPMC PP#24
52602	11/22/23	PUB02	PUBLIC EMPLOYEES	5084.96	2C31122	PERS EMPLR CONTRIB PP#24
52610	11/22/23	PER04	CALPERS 457 PLAN	650.00	C31122	EMPLOYER PERS 457 PP#24
52611	11/22/23	PER04	CALPERS 457 PLAN	1050.00	1C31122	EMPLOYEE PERS 457 PP#24
465120	11/09/23	EMP01	EMPLOYMENT DEVELOP.DEPART	2092.49	C31109	STATE WH TAXES PP#23
465121	11/09/23	EMP01	EMPLOYMENT DEVELOP.DEPART	265.42	1C31109	STATE DISABILITY PP#23
532190	11/22/23	EFT01	EFTPS	5337.41	C31122	FEDERAL WH TAXES PP#24
532191	11/22/23	EFT01	EFTPS	1109.20	1C31122	FICA MEDICARE PP#24
843890	11/30/23	AFL01	AFLAC	120.96	C31130	AFLAC-PRETAX 11/23
843891	11/30/23	AFL01	AFLAC	2.88	1C31130	AFLAC-AFTER TAX 11/23
926050	11/09/23	PUB02	PUBLIC EMPLOYEES	1734.96	C31109	PERS TDMC PP#23
926051	11/09/23	PUB02	PUBLIC EMPLOYEES	1127.59	1C31109	PERS EPMC PP#23
926052	11/09/23	PUB02	PUBLIC EMPLOYEES	5098.19	2C31109	PERS EMPLR CONTRIB PP#23
926060	11/09/23	PER04	CALPERS 457 PLAN	650.00	C31109	EMPLOYER PERS 457 PP#23
926061	11/09/23	PER04	CALPERS 457 PLAN	1050.00	1C31109	EMPLOYEE PERS 457 PP#23
993514	11/30/23	COL03	COLONIAL LIFE & ACCIDENT	224.58	C31130	COLONIAL-PRETAX 11/23
Cash Account Total.....:				37407.45		
Total Disbursements.....:				37407.45		

Vandenberg Village Community Services District Water Pumped vs Sold 12 months



	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
(5.00)												
Filter Loss	(1.00)	(0.81)	(0.79)	(0.65)	(0.85)	(0.72)	(0.99)	(1.05)	(0.9)	(0.7)	(0.9)	(0.7)
Well 3A	15.95	11.39	9.72	8.54	9.94	5.29	0.03	0.00	0.1	0.0	18.5	23.1
Well 3B	0.04	0.00	0.02	0.01	0.02	2.72	11.88	12.50	11.8	11.5	17.0	12.4
Well 1B	18.69	12.72	10.38	8.96	10.04	10.32	22.22	25.87	25.5	26.5	12.8	0.2

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors ITEM: 8.A

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

DATE: December 5, 2023

SUBJECT: Water Rates and Charges

Recommendations:

1. Open a public hearing, count valid written protests, and receive comments from the public.
2. Approve increases to water rate and charges to take effect January 4, 2024; January 1, 2025; and January 1, 2026.
3. Waive reading and adopt revised Ordinances 4.1 through 4.9 updating the water rates and charges.

Policy Implications:

- California Government Code § 61115 gives the board of directors the power to establish, by resolution or ordinance, rates or other charges for services and facilities that the district provides.
- California Government Code § 66016 et seq. requires the board of directors to hold a public hearing before changing rates, charges, and fees.
- Article XIID of the California Constitution (Proposition 218) requires an agency to mail written notice 45 days before a public hearing to consider changing rates, charges, and fees.
- California Government Code § 25120 specifies how ordinances are to be adopted.

Alternatives Considered: Do not change rates.

Discussion: The Finance/Budget Committee met on September 21 to review the Water Rate Study prepared by Administrative Services Manager Allen. No change was recommended to the residential wastewater service charge.

The Board accepted the Water Rate Study at their regular meeting on October 3 and directed staff to prepare an ordinance change and schedule a public hearing for December 5 to consider increasing water rates. Proposition 218 notices were mailed to every property owner and tenant in Vandenberg Village on or before October 17. Two public Workshops on the proposed rate increases were held: November 8 at 7:00 p.m. and November 9 at 3:00 p.m. Four directors were present at workshops but only one member of the public attended. Notice of the public hearing was published in the *Lompoc Record* on November 22 and November 29.

This staff report and supporting attachments demonstrate compliance with Article XIID of the California Constitution. A detailed engineer’s report is unnecessary because water and sewer fees do not confer upon the property owner any special benefit and, therefore, are not an assessment under the requirements of Article XIII Section 4. Because the District is a revenue-neutral public agency, all revenues generated are used to fund our operating and capital budgets as well as emergency, capital, and operating reserves.

Water Service Charges

Water service charges are the fixed charges billed to each customer based on water meter size.

Effective Date	Current	Proposed Rates					
	January 2018	January 2024		January 2025		January 2026	
Water Service Charge							
<i>Residential and Commercial</i>							
5/8" x 3/4"	17.04	24.47	44%	25.49	4%	26.56	4%
3/4"	18.69	26.41	41%	27.51	4%	28.66	4%
1"	25.03	33.86	35%	35.26	4%	36.72	4%
1 1/2"	33.09	43.33	31%	45.11	4%	46.97	4%
2"	53.80	67.65	26%	70.40	4%	73.27	4%
3"	100.12	122.09	22%	127.02	4%	132.15	4%
4"	125.98	152.46	21%	158.60	4%	165.00	4%
6"	223.40	266.91	19%	277.63	4%	288.79	4%

Effective Date	Current	Proposed Rates					
	January 2018	January 2024		January 2025		January 2026	
Water Service Charge							
<i>Residential and Commercial Reserve Replenishment (included in service charge)</i>	4.24	4.45	5%	4.67	5%	4.91	5%
<i>Bulk-Metered Residential (apartment/condominium)</i>							
1"	20.79	29.41	41%	30.59	4%	31.81	4%
1 1/2"	28.85	38.88	35%	40.44	4%	42.06	4%
2"	49.56	63.20	28%	65.73	4%	68.36	4%
3"	95.88	117.64	23%	122.35	4%	127.24	4%
<i>Apartment Surcharge (per dwelling unit)</i>	4.24	4.45	5%	4.67	5%	4.91	5%
<i>Condominium Surcharge (per dwelling unit)</i>	4.24	4.45	5%	4.67	5%	4.91	5%
Projected Revenues from Water Service Charges	\$691,364	\$819,567		\$968,624		\$1,010,038	

Water Usage Rates

Water usage rates are tiered rates based on the volume of water used each month.

Effective Date	Current	Proposed Rates					
	January 2018	January 2024		January 2025		January 2026	
Water Usage Rate (per ccf)							
1st tier (1 - 10 ccf)	1.83	2.14	17%	2.23	4%	2.32	4%
2nd tier (11 - 17 ccf)	2.75	3.85	40%	4.01	4%	4.18	4%
Projected Revenues from Water Usage Rates	\$1,076,130	\$1,208,295		\$1,374,573		\$1,437,698	

Total Bill

The average summer usage for our customers with 5/8" x 3/4" meters is 10 ccf per month. This accounts for 50 percent of our customer base. About 59 percent of that subset of customers uses less than 10 ccf and will see an increase of approximately \$10 per month during summer months. About 10 percent of that subset use 2 ccf or less.

The average summer usage for our customers with 1" meters is 17 ccf per month. This accounts for 44 percent of our customer base. Most of these customers will see an increase of approximately \$20 per month during the summer months. Roughly 10 percent of our residential customers will see an increase of more than \$20 per month during the summer months.

Sample Bill – Effective January 2024

		Current	Proposed	\$ Change	% Change
Usage - 1st tier	1 - 10 ccf	18.30	21.40	3.10	16.9%
Usage - 2nd tier	11 - 17 ccf	19.25	26.95	7.70	40.0%
Water Service Charge	1"	25.03	33.86	8.83	35.3%
	Water Only Total	\$62.58	\$82.21	\$19.63	31.4%
Sewer Service Charge		45.55	45.55	0.00	0.0%
	Sewer Only Total	\$45.55	\$45.55	\$0.00	0.0%
	Total Bill	\$108.13	\$127.76	\$19.63	18.2%

Sample Bill – Effective January 2025

		Current	Proposed	\$ Change	% Change
Usage - 1st tier	1 - 10 ccf	21.40	22.30	0.90	4.2%
Usage - 2nd tier	11 - 17 ccf	26.95	28.07	1.12	4.2%
Water Service Charge	1"	33.86	35.26	1.40	4.1%
	Water Only Total	\$82.21	\$85.63	\$3.42	4.2%
Sewer Service Charge		45.55	45.55	0.00	0.0%
	Sewer Only Total	\$45.55	\$45.55	\$0.00	0.0%
	Total Bill	\$127.76	\$131.18	\$3.42	2.7%

Sample Bill – Effective January 2026

		Current	Proposed	\$ Change	% Change
Usage - 1st tier	1 - 10 ccf	22.30	23.20	0.90	4.0%
Usage - 2nd tier	11 - 17 ccf	28.07	29.26	1.19	4.2%
Water Service Charge	1"	35.26	36.72	1.46	4.1%
	Water Only	\$85.63	\$89.18	\$3.55	4.1%
Sewer Service Charge		45.55	45.55	0.00	0.0%
	Sewer Only	\$45.55	\$45.55	\$0.00	0.0%
	Total Bill	\$131.18	\$134.73	\$3.55	2.7%

Reserves

The District has a fair amount of control over how much money is set aside for reserves and how much money is budgeted for planned capital projects. However, we have no control over operational problems or emergencies; money that would come out of reserves. Vandenberg Village infrastructure is largely over 50 years old now and the District needs to be prepared to fund substantial repair or replacement projects in the future.

Resolution 176-06 establishes a reserve goal equal to the sum of the three components: Operating Reserves, Capital Reserves, and Emergency Reserves. The following table illustrates the current status of reserves.

	Water	Wastewater	Total
Cash Reserves in Bank on 06/30/23	\$2,661,758	\$8,451,129	\$11,112,887
Capital Reserve Requirement	1,081,520	5,076,014	6,157,534
Operating Reserve Requirement	516,164	1,151,038	1,667,202
Emergency Reserve Requirement	1,064,074	2,224,077	3,288,151
Total Reserve Requirement @ 06/30/24	\$6,069,948	\$12,121,084	\$18,191,032
Capital Reserve Requirement	4,425,362	8,940,298	13,365,660
Operating Reserve Requirement	529,942	710,840	1,240,782
Emergency Reserve Requirement	1,114,644	2,469,946	3,584,590
Net Reserves – available (shortfall)	(\$3,408,190)	(\$3,669,955)	(\$7,078,145)

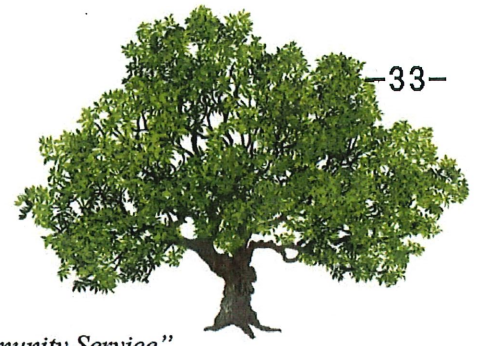
Protests: As of November 17, the Board Secretary had received two valid written protests. To be deemed valid, a protest must be received in writing. To prevent the District from increasing water rates, protests from more than half of the properties, or 1,277 protests would have to be received.

Attachments:

1. Revised Amended Ordinance 4
2. Proposition 218 Notice
3. Revenue Page for Amended FYE 2024 Budget
4. Water Rate Study (under separate cover)

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

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



-33-

"Pride in Community Service"

<http://vvcasd.org>

into@vvcasd.org

ORDINANCE 4

December 5, 2023

ORDINANCE OF THE BOARD OF DIRECTORS OF THE VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT REPEALING AND REPLACING ORDINANCES 4.1 THROUGH 4.9

BE IT ORDAINED by the Board of Directors of the Vandenberg Village Community Services District that Ordinances 4.1 through 4.9 are hereby deleted in their entirety and replaced as attached hereto and made a part hereof;

Ordinances 4.1 through 4.9 shall take effect thirty (30) days after the date of adoption.

On the motion of Director _____, seconded by Director _____ Ordinances 4.2 through 4.9 are adopted.

Roll Call Vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ordinances 4.1 through 4.9 are hereby adopted.

Christopher Brooks, President
Board of Directors

ATTEST:

Stephanie Garner, Secretary
Board of Directors

4. SCHEDULE OF RATES, FEES, AND CHARGES

4.1. ADMINISTRATIVE SERVICES

Fee	Amount	Reference	Effective Date
After-hours connection charge	\$50.00	Ordinance 2.1.1	3/5/1994
After-hours reconnection charge	\$50.00	Ordinance 2.3.3.1	3/5/1994
Board package copies	\$6.00 per packet	Meeting Minutes	4/1/2003
Interest on past due accounts	1% of past due amount per month	Ordinance 2.9.3	7/2/2009
Late payment fee	10% of past due balance	Ordinance 2.5	3/5/1994
Padlock/facilities damage fee	Minimum \$50.00	Ordinance 2.3.2	3/5/1994
Photocopies	\$0.20 per page	Meeting Minutes	2/15/1990
Returned check charge	\$25.00	Ordinance 2.9.4	4/5/1997
Returned electronic payment charge	\$50.00	Ordinance 2.9.4	7/5/2013
Security deposit – Fire hydrant meter	\$750.00	Ordinance 3.5.3	1/4/2024
Security deposit – Residential (establish credit)	\$125.00	Ordinance 2.2.1	7/2/2009
Security deposit – Residential (re-establish credit)	Minimum \$375.00	Ordinance 2.2.2	7/2/2009
Standard reconnection charge	\$25.00	Ordinance 2.3.3.1	3/5/1994

4.2. RESIDENTIAL WATER AND WASTEWATER RATES AND CHARGES

4.2.1. WATER USAGE RATE (Reference: Ordinance 3.3.2)

	<i>EFFECTIVE</i>	<i>JANUARY 4, 2024</i>	<i>JANUARY 1, 2025</i>	<i>JANUARY 1, 2026</i>
	Amount	Amount	Amount	Amount
	(per ccf)	(per ccf)	(per ccf)	(per ccf)
First 10 hundred cubic feet	\$2.14	\$2.23	\$2.32	\$2.32
11+ hundred cubic feet	3.85	4.01	4.18	4.18

4.2.2. WATER SERVICE CHARGE (Reference: Ordinance 3.3.1)

	<i>EFFECTIVE</i>	<i>JANUARY 4, 2024</i>	<i>JANUARY 1, 2025</i>	<i>JANUARY 1, 2026</i>
Meter Size	Flow Rate	Amount	Amount	Amount
	(USGPM)			
5/8" x 3/4"	20	\$24.47	\$25.49	\$26.56
3/4"	30	26.41	27.51	28.66
1"	50	33.86	35.26	36.72
1 1/2"	100	43.33	45.11	46.97

4.2.3. WASTEWATER SERVICE CHARGE (Reference: Ordinance 3.4.1)

	<i>EFFECTIVE</i>	<i>JULY 1, 2015</i>
	Amount	
Single-family residence or individually metered dwelling unit per month	\$45.55	

4.2.4. LOMPOC REGIONAL WASTEWATER RECLAMATION PLANT UPGRADE CHARGE (Reference: Ordinance 3.4.2)

	<i>EFFECTIVE</i>	<i>OCTOBER 1, 2018</i>
	Amount	
Single-family residence or individually metered dwelling unit per year (billed on the Santa Barbara County property tax rolls)	\$361.44	

4.3. MASTER-METERED APARTMENTS AND CONDOMINIUMS WATER AND WASTEWATER RATES AND CHARGES

4.3.1. WATER USAGE RATE (Reference: Ordinance 3.3.2)

	<i>EFFECTIVE JANUARY 4, 2024</i>	<i>JANUARY 1, 2025</i>	<i>JANUARY 1, 2026</i>
	Amount (per ccf)	Amount (per ccf)	Amount (per ccf)
First 10 hundred cubic feet	\$2.14	\$2.23	\$2.32
11+ hundred cubic feet	3.85	4.01	4.18

4.3.2. WATER SERVICE CHARGE (Reference: Ordinance 3.3.1)

	<i>EFFECTIVE JANUARY 4, 2024</i>	<i>JANUARY 1, 2025</i>	<i>JANUARY 1, 2026</i>
Meter Size	Flow Rate (USGPM)	Amount	
1"	50	\$29.41	\$30.59
1 1/2"	100	38.88	40.44
2"	160	63.20	65.73
3"	350	117.64	122.35
Apartment / Condominium Surcharge per dwelling unit		4.45	4.67
			4.91

4.3.3. WASTEWATER SERVICE CHARGE (Reference: Ordinance 3.4.1)

	<i>EFFECTIVE JANUARY 4, 2018</i>
	Amount
Master-metered multi-family apartment/condominium/townhouse units, per dwelling unit served by master-meter, per month	\$45.55

4.3.4. LOMPOC REGIONAL WASTEWATER RECLAMATION PLANT UPGRADE CHARGE (Reference: Ordinance 3.4.2)

	<i>EFFECTIVE OCTOBER 1, 2018</i>
	Amount
Master-metered multi-family apartment/condominium/townhouse units, per dwelling unit served by master-meter, per year (billed on the Santa Barbara County property tax rolls).	\$361.44

4.4. COMMERCIAL WATER AND WASTEWATER RATES AND CHARGES

4.4.1. WATER USAGE RATE (Reference: Ordinance 3.3.2)

	<i>EFFECTIVE</i>	<i>JANUARY 4, 2024</i>	<i>JANUARY 1, 2025</i>	<i>JANUARY 1, 2026</i>
	Amount	Amount	Amount	Amount
	(per ccf)	(per ccf)	(per ccf)	(per ccf)
First 10 hundred cubic feet	\$2.14	\$2.23	\$2.32	
11+ hundred cubic feet	3.85	4.01	4.18	

4.4.2. WATER SERVICE CHARGE (Reference: Ordinance 3.3.1)

	<i>EFFECTIVE</i>	<i>JANUARY 4, 2024</i>	<i>JANUARY 1, 2025</i>	<i>JANUARY 1, 2026</i>
Meter Size	Flow Rate	Amount	Amount	Amount
	(USGPM)			
5/8" x 3/4"	20	\$24.47	\$25.49	\$26.56
3/4"	30	26.41	27.51	28.66
1"	50	33.86	35.26	36.72
1 1/2"	100	43.33	45.11	46.97
2"	160	67.65	70.40	73.27
3"	350	122.09	127.02	132.15
4"	400	152.46	158.60	165.00
6"	900	266.91	277.63	288.79
8"	1200	370.18	385.03	400.48
10"	1500	458.12	476.49	495.60

4.4.3. WASTEWATER SERVICE CHARGE (Reference: Ordinance 3.4.3)

	<i>EFFECTIVE</i>	<i>JANUARY 4, 2018</i>
		Amount
Minimum charge per month		\$45.55
Disposal Rate (per ccf [hundred cubic feet] of water usage recorded on meter serving other than irrigation or other outside use)		8.90

4.4.4. LOMPOC REGIONAL WASTEWATER RECLAMATION PLANT UPGRADE CHARGE (Reference: Ordinance 3.4.2 and 3.4.3)

	<i>EFFECTIVE</i>	<i>OCTOBER 1, 2018</i>
		Amount
<i>Billed on the Santa Barbara County Property Tax Rolls</i>		
Minimum charge per year		\$361.44
Per ccf [hundred cubic feet] of water usage recorded on meter serving other than irrigation or other outside use (billed as an annual charge on the Santa Barbara County property tax rolls)		4.15
<i>Property Tax Exempt Customers</i>		
Minimum charge per month		\$30.12
Per ccf [hundred cubic feet] of calculated water usage		4.15

4.5. INSTITUTIONAL SERVICE, SCHOOLS WATER AND WASTEWATER RATES AND CHARGES

4.5.1. WATER USAGE RATE (Reference: Ordinance 3.3.2)

	<i>EFFECTIVE</i>	<i>JANUARY 4, 2024</i>	<i>JANUARY 1, 2025</i>	<i>JANUARY 1, 2026</i>
	Amount	Amount	Amount	Amount
	(per ccf)	(per ccf)	(per ccf)	(per ccf)
First 10 hundred cubic feet	\$2.14	\$2.23	\$2.32	\$2.32
11+ hundred cubic feet	3.85	4.01	4.18	4.18

4.5.2. WATER SERVICE CHARGE (Reference: Ordinance 3.3.1)

	<i>EFFECTIVE</i>	<i>JANUARY 4, 2024</i>	<i>JANUARY 1, 2025</i>	<i>JANUARY 1, 2026</i>
Meter Size	Flow Rate	Amount	Amount	Amount
	(USGPM)			
1 1/2"	100	\$43.33	\$45.11	\$46.97
2"	160	67.65	70.40	73.27
3"	350	122.09	127.02	132.15
4"	400	152.46	158.60	165.00
6"	900	266.91	277.63	288.79
8"	1200	370.18	385.03	400.48

4.5.3. WASTEWATER SERVICE CHARGE (Reference: Ordinance 3.4.4)

	<i>EFFECTIVE</i>	<i>JANUARY 4, 2018</i>
		Amount
Minimum charge per month		\$45.55
Disposal Rate (per ccf [hundred cubic feet] of calculated water usage)		8.90

4.5.4. LOMPOC REGIONAL WASTEWATER RECLAMATION PLANT UPGRADE CHARGE (Reference: Ordinance 3.4.2 and 3.4.3)

	<i>EFFECTIVE</i>	<i>OCTOBER 1, 2018</i>
		Amount
<i>Billed on the Santa Barbara County Property Tax Rolls</i>		
Minimum charge per year		\$361.44
Per ccf [hundred cubic feet] of water usage recorded on meter serving other than irrigation or other outside use (billed as an annual charge on the Santa Barbara County property tax rolls)		4.15
<i>Property Tax Exempt Customers</i>		
Minimum charge per month		\$30.12
Per ccf [hundred cubic feet] of calculated water usage		4.15

4.6. METERED IRRIGATION SERVICE WATER RATES AND CHARGES

4.6.1. USAGE RATE (Reference: Ordinance 3.5.1)

	<i>EFFECTIVE</i>	<i>JANUARY 4, 2024</i>	<i>JANUARY 1, 2025</i>	<i>JANUARY 1, 2026</i>
	Amount	Amount	Amount	Amount
	(per ccf)	(per ccf)	(per ccf)	(per ccf)
For all water delivered (per ccf)	\$2.14	\$2.23	\$2.32	
Minimum charge per month	269.64	280.98	292.32	

4.6.2. WATER SERVICE CHARGE (Reference: Ordinance 3.3.1)

	<i>EFFECTIVE</i>	<i>JANUARY 4, 2024</i>	<i>JANUARY 1, 2025</i>	<i>JANUARY 1, 2026</i>
Meter Size	Flow Rate	Amount	Amount	Amount
	(USGPM)			
1 1/2"	100	\$43.33	\$45.11	\$46.97
2"	160	67.65	70.40	73.27
3"	350	122.09	127.02	132.15
4"	400	152.46	158.60	165.00
6"	900	266.91	277.63	288.79
8"	1200	370.18	385.03	400.48

4.7. NON-METERED FIRE SPRINKLER SERVICE CHARGES (Reference: Ordinance 3.5.2)

	<i>EFFECTIVE</i>	<i>MARCH 17, 1990</i>
Size of Service		Amount
2"		\$5.00
3"		7.50
4"		10.00
6"		15.00
8"		20.00
10"		25.00
12"		30.00

4.8. CONSTRUCTION AND OTHER TEMPORARY METERED WATER SERVICE CHARGES

4.8.1. DEPOSIT (Reference: Ordinance 3.5.3)

	<i>EFFECTIVE</i>	<i>JANUARY 4, 2024</i>
Size of Service	Amount	
Fire Hydrant		\$750.00
5/8" x 3/4"		250.00
3/4"		250.00
1"		300.00
1 1/2"		400.00
2"		500.00
3"		2,000.00
4"		3,000.00

4.8.2. WATER USAGE RATE (Reference: Ordinance 3.3.2)

	<i>EFFECTIVE</i>	<i>JANUARY 4, 2024</i>	<i>JANUARY 1, 2025</i>	<i>JANUARY 1, 2026</i>
	Amount	Amount	Amount	Amount
	(per ccf)	(per ccf)	(per ccf)	(per ccf)
First 10 hundred cubic feet	\$2.14	\$2.23	\$2.32	\$2.32
11+ hundred cubic feet	3.85	4.01	4.18	4.18

4.8.3. WATER SERVICE CHARGE (Reference: Ordinance 3.3.1)

		<i>EFFECTIVE</i>	<i>JANUARY 4, 2024</i>	<i>JANUARY 1, 2025</i>	<i>JANUARY 1, 2026</i>
Meter Size	Flow Rate	Amount			
	(USGPM)	Amount	Amount	Amount	Amount
Fire Hydrant Meter		\$67.65	\$70.40	\$73.27	\$73.27
5/8" x 3/4"	20	24.47	25.49	26.56	26.56
3/4"	30	26.41	27.51	28.66	28.66
1"	50	33.86	35.26	36.72	36.72
1 1/2"	100	43.33	45.11	46.97	46.97
2"	160	67.65	70.40	73.27	73.27
3"	350	122.09	127.02	132.15	132.15
4"	400	152.46	158.60	165.00	165.00

4.9. PRIVATE FIRE HYDRANT SERVICE CHARGES (Reference: Ordinance 3.5.4)

Size of Service	<i>EFFECTIVE</i>	<i>MARCH 17, 1990</i>
		Amount
For each 4" x 2 1/2" hydrant per month		\$2.00
For each 6" x 2 1/2" x 2 1/2" hydrant per month		3.00
For each 6" x 4" x 2 1/2" hydrant per month		4.00



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 XIID (Prop 218) requires a notice to be sent to all affected properties 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 properties, 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.

WORKSHOPS

The VVCSD Staff will conduct public workshops at 7:00 p.m. on Wednesday, November 8, 2023 and 3:00 p.m. on Thursday, November 9, 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://vvcasd.org/publications.html> or call us at (805) 733-2475.

Sample Residential Bill				
5/8" x 3/4" meter and 17 ccf water used				
	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
BUDGET - REVENUE
FISCAL YEAR 2023-24**

		Adopted Budget FYE 2023	Projected June 2023	Proposed Budget * FYE 2024	Approved Budget * FYE 2024	Amended Budget ** FYE 2024
Water Revenue		\$ 1,793,264	\$ 1,897,633	\$ 1,767,494	\$ 1,767,494	\$ 2,288,231
11- 41100	Residential	1,273,910	1,315,605	1,225,590	1,225,590	1,658,954
11- 41200	Commercial	107,970	128,615	122,590	122,590	137,384
11- 41300	Bulk Meter Residential	100,270	104,403	100,350	100,350	131,571
11- 41400	Irrigation	180,090	195,963	167,280	167,280	199,338
11- 42100	Fire Protection	924	924	924	924	1,104
	Reserve Replenishment	130,100	152,123	150,760	150,760	159,880
Wastewater Revenue		\$ 1,657,424	\$ 1,658,595	\$ 1,660,135	\$ 1,660,135	\$ 1,660,135
12- 41100	Residential	1,263,822	1,325,059	1,326,598	1,326,598	1,326,598
12- 41200	Commercial/Multi-family Dwelling	319,739	333,537	333,537	333,537	333,537
	Reserve Replenishment	73,864	0	0	0	0
LRWRP Upgrade Revenue		\$ 1,091,857	\$ 1,092,640	\$ 1,088,752	\$ 1,088,752	\$ 1,088,752
12- 41700	Residential	881,758	880,555	880,915	880,915	880,915
12- 41700	Commercial	33,172	34,332	30,187	30,187	30,187
12- 41700	Bulk Meter Residential	176,927	177,753	177,649	177,649	177,649
Operating Revenue		\$4,542,544	\$4,648,868	\$4,516,381	\$ 4,516,381	\$ 5,037,118
Non-Operating Revenue		\$ 27,900	\$ 140,984	\$ 299,700	\$ 299,700	\$ 299,700
11- 49200	Interest Earnings (Investments)	5,200	29,247	61,300	61,300	61,300
12- 49200	Interest Earnings (Investments)	18,800	106,737	232,800	232,800	232,800
12- 49201	Interest Earnings (WCRF)	3,900	5,000	5,600	5,600	5,600
Combined Revenue		\$4,570,444	\$4,789,852	\$4,816,081	\$ 4,816,081	\$ 5,336,818

* Budget based on rates adopted December 5, 2017 in effect January 4, 2018. Rates are multiplied by the average number of customers per calendar year.

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors

ITEM: 8.B

FROM: Joe Barget, General Manager



DATE: December 5, 2023

SUBJECT: General Manager

Recommendations:

- Extend the employment agreement with Joe Barget to December 31.
- Approve the General Manager Employment Agreement with Cynthia Allen and appoint her as General Manager, effective December 31.

Policy Implications:

- California Government Code § 61050 requires the board of directors of a community services district to appoint a general manager and a treasurer. District Ordinance § 1.3.5 appointed the general manager as treasurer.
- California Government Code § 61051 prescribes the four responsibilities of the general manager.
- California Government Code § 53262 and § 54956 require employment contracts with a local agency executive such as a general manager to be ratified in open session at a regular meeting of the governing body.

Resource Impacts:

- Approximately \$2,000 for legal services to review and finalize the employment agreement.
- A roughly \$35,000 reduction in annual employee salaries and benefits expenses.

Alternatives Considered: Appoint another candidate.

Discussion: At the August 24 meeting, the Board extended Joe Barget's employment to December 8 to provide continuity for the District until a new manager is hired.

The Board used a competitive process to recruit a new general manager. Staff published a recruitment brochure on August 1 and the District received 12 applications by the September 22 filing date. After reviewing all applications and interviewing five applicants, the Legal/Personnel Committee recommended four candidates for a final interview with the full Board of Directors. The Board interviewed them on October 24. Mission Hills Community Services District General Manager Brad Hagemann served as a member of the Legal/Personnel Committee interview panel and as an independent observer for the Board interview panel.

Following closed-session discussions on October 24 and November 7, the Board decided to extend an employment offer to Cynthia Allen. Director Gonzales, as Board Vice President and Chair/Personnel Committee, was authorized to negotiate the material terms of the attached employment agreement.

General Manager Barget prepared a draft employment agreement, reviewed it with the Board during closed-session discussions, and provided it to attorneys Michael Youril and Kiyoshi Din of Liebert Cassidy Whitmore (LCW) for legal review. The attached document incorporates 22 revisions that LCW made to the agreement. LCW added the sentence in bold capital letters at the end of Section 16 (Arbitration) emphasizing that by agreeing to arbitration, the District and the employee give up any right to a court trial to resolve arbitrable claims.

Attachment: General Manager Employment Agreement dated December 5, 2023.

**GENERAL MANAGER
EMPLOYMENT AGREEMENT**

This Agreement, made and entered into on December 5, 2023, by and between the VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT of Santa Barbara County, State of California, hereinafter referred to as "DISTRICT," through its Board of Directors, hereinafter referred to as "BOARD," and Cynthia A. Allen, hereinafter referred to as "EMPLOYEE," both of whom understand and agree as follows:

1. EMPLOYMENT

DISTRICT employs EMPLOYEE to serve as its General Manager, at the pleasure of the BOARD, upon the terms and conditions as hereinafter set forth. EMPLOYEE shall be an "at-will" employee of the District. EMPLOYEE's employment may be terminated with or without cause or notice, at any time, at the will of the BOARD, in its sole discretion.

2. TERM

- a. This Agreement shall take effect on December 31, 2023 ("Effective Date") and shall remain in effect until terminated as provided in the provisions of this Agreement.
- b. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the BOARD to terminate the services of EMPLOYEE at any time, subject only to the provisions set forth in Section 14, Paragraph (b), of this Agreement.
- c. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the EMPLOYEE to resign at any time from the position with District, subject only to the provisions set forth in Section 14, Paragraph (d), of this Agreement.

3. DUTIES AND RESPONSIBILITIES OF EMPLOYEE

- a. EMPLOYEE shall perform the statutorily required duties of a general manager of a community services district as set forth in Government Code § 61051.
- b. EMPLOYEE shall serve as General Manager, and in such capacity, subject to the BOARD's discretion, shall also be responsible for the duties of and serve as the Treasurer, Legally Responsible Official for the water system and sanitary sewer system, Environmental Coordinator, Personnel Officer, Procurement Officer, Safety Officer, and Assistant Board Secretary.
- c. EMPLOYEE's duties and responsibilities shall include all matters set forth in District policy, as defined and delineated by ordinance, resolution, motion, and board-approved job description, or by written and board-adopted policies in effect during the term of this Agreement. All such District policies are by this reference

herein incorporated, except where inconsistent with the express terms of this Agreement.

- d. EMPLOYEE shall carry out all other legally permissible and proper assignments as the BOARD may from time to time direct.

4. DUTIES AND RESPONSIBILITIES OF BOARD

- a. BOARD recognizes its role is that of setting policies, goals, priorities, and objectives and conducting fiscal oversight and performance oversight while leaving the methods, processes, procedures, and techniques of achieving the BOARD's goals and objectives and the day-to-day management of the District to the discretion and execution of the General Manager.
- b. BOARD shall annually, prior to the adoption of the budget, consider the following matters which shall be considered personnel matters and, to the extent permitted by law, discussed in closed session of the BOARD:
 - (1) Discussion of the working relationship between EMPLOYEE and BOARD based on the above-stated duties and responsibilities of each.
 - (2) Evaluation of EMPLOYEE's performance, as provided in Section 5, of this Agreement.
 - (3) Evaluation of EMPLOYEE's salary and/or benefits.

5. PERFORMANCE EVALUATION

- a. BOARD shall review and evaluate the performance of EMPLOYEE at least once annually in advance of the adoption of the annual budget. Said review and evaluation shall follow specific criteria developed jointly by BOARD and EMPLOYEE. Said criteria may be added to or deleted from as the BOARD may from time to time determine, in consultation with EMPLOYEE. Further, the President of the BOARD shall provide EMPLOYEE with a summary written statement of the findings of the BOARD and provide an adequate opportunity for EMPLOYEE to discuss the evaluation with the BOARD.
- b. BOARD and EMPLOYEE shall, annually, define such goals and performance objectives which they determine necessary for the proper operation of the District and for the attainment of the BOARD's policy objectives, said goals and objectives to be reduced to writing. Initially, BOARD and EMPLOYEE shall define such goals and objectives by April 15, 2024.
- c. BOARD's evaluation of EMPLOYEE shall define the degree to which EMPLOYEE met, fell short, or exceeded the defined goals and objectives.

- d. In effecting the provisions of this section, the BOARD and EMPLOYEE mutually agree to abide by the provisions of applicable law.

6. COMPENSATION

- a. DISTRICT agrees to pay EMPLOYEE an annual base salary of \$165,000.00 for services rendered under this Agreement, payable in installments according to the District's regular payroll schedule. The annual base salary may be adjusted at the discretion of the BOARD. Any such salary increase shall not be construed as altering or amending any provision of this Agreement, except salary, and except as specifically agreed to in writing between the DISTRICT and EMPLOYEE.
- b. EMPLOYEE shall be entitled to reimbursement for all reasonable expenses incurred in the performance of EMPLOYEE's duties pursuant to District policy and subject to BOARD approval.

7. WORK SCHEDULE

- a. EMPLOYEE's work schedule shall generally be consistent with the normal business hours of the District; however, both parties recognize that the General Manager's work schedule will be somewhat variable and may not always conform to a standard 40-hour workweek.
- b. EMPLOYEE shall be required to work such additional hours as may be necessary for the performance of all duties including but not limited to responding to emergencies and attending board, committee, and other meetings and events helpful to conduct District business. In recognition of the amount of work time required outside of regular business hours, it is also agreed the General Manager does not have a fixed schedule and EMPLOYEE will have discretion to work as needed to accomplish the assigned duties and responsibilities, subject to Board direction.
- c. EMPLOYEE will not receive overtime compensation, compensatory time off, or additional compensation beyond the established salary for the position.

8. BENEFITS

- a. DISTRICT agrees to provide to EMPLOYEE such benefits as are granted to employees of the District, such as retirement programs, salary adjustments, holidays, cell phone allowance, and medical, dental, vision, and disability insurance and such special management benefits as may be stipulated further herein, or as may be determined appropriate by the BOARD. Any increase in benefits shall not be construed as altering or amending any provision of this Agreement, except benefits, and except as specifically agreed to in writing between DISTRICT and EMPLOYEE.

b. District Provided Automobile

- (1) EMPLOYEE's duties require that they have the regular use of a District-provided automobile for conducting District business. DISTRICT shall be responsible for maintaining the necessary insurance coverage and for the purchase or lease, operation, maintenance, repair, and, at the BOARD's discretion, replacement of said automobile.
- (2) If the District-provided automobile is unavailable, EMPLOYEE shall be reimbursed for mileage in accordance with District policy.

c. Vacation and Sick Leave

EMPLOYEE shall accrue and be entitled to use vacation and sick leave on the same basis as all other employees of the District, except as amended herein. EMPLOYEE shall accrue a total of twenty-two (22) vacation days a year. No single vacation period shall be taken longer than fourteen (14) consecutive days away from work, except by BOARD approval.

9. NO REDUCTION OF BENEFITS

The BOARD shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of EMPLOYEE except to the degree of such a reduction across the board for all employees of the District.

10. OUTSIDE ACTIVITIES

- a. The parties recognize that EMPLOYEE may engage in teaching, consulting, or other non-District-connected business with entities other than the District. Performance of such extra-employment activities may be performed provided that such outside activities do not present a conflict of interest nor interfere with District business and shall be subject to prior approval of the BOARD.
- b. A vote of the BOARD shall conclusively determine if there is interference or conflict of interest regarding outside activities with District business.

11. PROFESSIONAL DEVELOPMENT

- a. DISTRICT agrees to budget for professional dues, subscriptions, registrations, travel, and per diem of the EMPLOYEE for participation in state, regional, and local associations and organizations necessary and desirable for their professional growth and advancement, as it may benefit the District. Such associations and organizations include the California Special Districts Association (CSDA), Association of California Water Agencies (ACWA), and others approved by the BOARD.

- b. DISTRICT agrees to fund, with prior Board approval or budgeting, the travel, per diem, materials, and related expenses of EMPLOYEE for short courses, institutes, seminars, and certifications necessary for their professional development and for the good of the District.

12. INDEMNIFICATION

Subject to the laws of the State of California, DISTRICT shall defend, hold harmless, and indemnify EMPLOYEE against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance, and within the scope, of EMPLOYEE's duties as General Manager. This paragraph shall be inapplicable where the action sued upon was the result of fraud, corruption, or actual malice; or if punitive damages are awarded against EMPLOYEE; or if EMPLOYEE willfully fails or refuses to cooperate in the defense of the action. DISTRICT shall not be limited in asserting any rights or limitations upon its provision of a defense or indemnity of EMPLOYEE, to the extent said rights or limitations are provided for by California law.

13. BONDING

DISTRICT shall bear the full cost of any fidelity or other bonds required of EMPLOYEE under any law or ordinance that requires the District to post such bonds.

14. TERMINATION AND SEVERANCE PAY

- a. EMPLOYEE understands and expressly agrees that they are at-will and have no constitutionally protected property right or interest in their employment as General Manager and that the full terms and conditions of employment are expressed herein.
- b. EMPLOYEE shall serve at the will and pleasure of the BOARD and may be terminated by such BOARD without cause.
 - (1) In the event EMPLOYEE is terminated without cause on or before the three hundred sixty-fifth (365th) day from the Effective Date, EMPLOYEE shall receive a lump sum cash payment of one (1) month of base salary and the employee's cost of maintaining coverage for that same period of the District-paid health benefits as of the date of termination ("Severance Pay"). In addition to Severance Pay, DISTRICT shall pay EMPLOYEE for their accrued but unused vacation time and sick leave in accordance with District policy. DISTRICT shall deduct all normal withholdings required by law with respect to any amounts paid under this paragraph.
 - (2) In the event EMPLOYEE is terminated without cause after the three hundred sixty-fifth (365th) day from the Effective Date, EMPLOYEE shall receive a

lump sum cash payment ("Severance Pay") equal to one (1) month of base salary for each full year of employment, up to a maximum of four (4) months of base salary and the employee's cost of maintaining coverage for that same period of District-paid health benefits. In addition to Severance Pay, DISTRICT shall pay EMPLOYEE for their accrued but unused vacation time and sick leave in accordance with District policy. DISTRICT shall deduct all normal withholdings required by law with respect to any amounts paid under this paragraph.

- (3) The lump sum severance payment is in addition to any accrued and unused vacation to which EMPLOYEE is entitled. All sums paid herein are subject to applicable withholding taxes.
 - (4) The provisions of Government Code §§ 53243 to 53244 are incorporated in this Agreement by reference.
- c. In the event EMPLOYEE is terminated for cause, as defined herein, EMPLOYEE shall be entitled only to salary earned, but not paid as of the date of termination; and payment for any accrued vacation and sick leave in accordance with District policy. Additionally, EMPLOYEE would receive any benefits that are lawfully required to be continued for the duration required by law. EMPLOYEE shall not be entitled to any other compensation, including, without limitation, any severance compensation. For the purpose of this Agreement, "cause" shall be at the reasonable discretion of the BOARD and shall include, but not necessarily be limited to, any of the following:
- (1) Any material breach of any term or provision of this Agreement;
 - (2) Failure to perform duties professionally and responsibly, consistent with generally accepted standards of the profession;
 - (3) Mifeasance;
 - (4) Malfeasance;
 - (5) Conduct unbecoming the position of General Manager or likely to bring discredit or embarrassment to the District;
 - (6) Insobriety while representing the District;
 - (7) Conviction of a misdemeanor involving moral turpitude;
 - (8) Conviction of a felony;
 - (9) Engaging in illegal business practices in connection with District business;
 - (10) Misappropriation of District assets;
 - (11) Excessive unexcused absences from employment during usual working hours; or
 - (12) Failure to perform or habitual neglecting of the duties which they are required to perform under this Agreement.

- d. EMPLOYEE and DISTRICT recognize that DISTRICT prefers at least a four (4) week advance notice before EMPLOYEE voluntarily resigns from the position. However, while such courtesy is desired, it is not required. It is the intent of the parties to this Agreement that this employment relationship is at-will. As such, either EMPLOYEE or DISTRICT may end this Agreement any time and for any reason with or without notice to the other. In the instance of voluntary resignation, EMPLOYEE understands they will not be eligible to receive severance pay.

15. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

BOARD, in consultation with EMPLOYEE, may fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of EMPLOYEE, provided such terms and conditions are implemented in accordance with Section 18 paragraph (a) and are not in conflict with the provisions of this Agreement, District Ordinance, or any other State or Federal law or regulation.

16. ARBITRATION

- a. This Arbitration Agreement shall be governed by federal law pursuant to the Federal Arbitration Act ("FAA").
- b. This Agreement shall continue in full force and effect for the duration of EMPLOYEE's employment by DISTRICT and survives after the termination of the EMPLOYEE's employment.
- c. Both DISTRICT and EMPLOYEE agree that they will first attempt to settle any controversy, dispute, or claim arising out of or relating to this Agreement or alleged breach thereof or other employment-related claim, whether initiated by DISTRICT or EMPLOYEE, through good faith negotiation. If the dispute cannot be settled through negotiation, the parties agree to attempt in good faith to settle the dispute by mediation. If the parties are unsuccessful at resolving the dispute through mediation, the parties agree to binding arbitration as set forth in this Agreement.
- d. In order to arbitrate a dispute under this Agreement, the specific provisions of which are set forth in paragraph (e) below, EMPLOYEE must file a complaint in writing with the Board President within the time period of the applicable statute of limitations for the underlying claim and subject to the timelines under the Government Claims Act. The complaint shall specify in detail the nature of the controversy and specific provision(s) of this Agreement, policies incorporated herein by reference, or statutory, regulatory, or other violations that are at issue. If arbitration is sought by DISTRICT, DISTRICT shall be subject to all the same requirements, limitations, and timelines as EMPLOYEE but notice of complaint shall be provided to EMPLOYEE at the address set forth in Section 21 paragraph (a) of this Agreement, or as later amended pursuant to Section 21 paragraph (b).

This Agreement shall not prohibit EMPLOYEE from filing administrative charges or claims or reporting conduct EMPLOYEE believes to be unlawful.

- e. EMPLOYEE and DISTRICT agree that binding arbitration, to the fullest extent permitted by law, shall be the sole and exclusive method and forum by which the parties can contest any employment-related dispute between them, after first exhausting the procedures set forth in paragraph (c) of this section. Disputes which shall solely be subject to resolution via the arbitration provisions set forth herein, after first exhausting the procedures set forth in paragraph (c) of this section, include but are not limited to, claims by EMPLOYEE of wrongful conduct of any type by the District, its agents or representatives, DISTRICT or EMPLOYEE claims of conduct in violation of any express or implied condition, term or covenant of employment whether based in fact or in law (by means of example only, claims brought pursuant to Title VII, the Fair Employment and Housing Act, the Americans With Disabilities Act, the Labor Code, or other acts or laws), or claims of breach of this Agreement by either DISTRICT or EMPLOYEE or any other alleged wrongful conduct by either party as to the other. The parties further agree that the findings and conclusions upon which the arbitration award is based shall be memorialized in writing.
- f. DISTRICT shall pay those costs that are unique to arbitration. Each party shall bear their own attorneys' fees and costs. However, the Arbitrator may award such reasonable attorneys' fees and costs to a prevailing party that are permitted or required under the provisions of any applicable law. Additionally, discovery and procedures shall be conducted pursuant to the provisions of Code of Civil Procedure §§1280 et seq. The parties shall be permitted to bring dispositive motions.
- g. Selection of the arbitrator shall first be attempted through the reaching of an agreement by the parties. Absent the reaching of an agreement after a reasonable effort is made to do so, the parties shall through a joint written communication, direct a recognized judicial dispute resolution service to provide a list of nine (9) names of qualified arbitrators. Absent agreement to appoint one of the individuals on the list as the arbitrator, the parties shall alternately strike names until one name remains. That remaining individual shall be the arbitrator. The initial strike of names shall be determined by lot.
- h. The location of the arbitration shall be in Santa Barbara County. The decision of the arbitrator shall be final and binding.
- i. Should either party commence any legal action in a federal or state court, against the other with regard to any aspect of the enforcement or interpretation of this Agreement, including any challenge to the legality of all or any part of the Agreement, or to seek court intervention in matters subject to this section of this Agreement, but not simply the enforcement of an arbitration award issued

pursuant to this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees.

- j. If any provision of this Section is held to be invalid by a court or administrative agency of competent jurisdiction, the offending portion shall be severed and the remaining provisions will remain in effect.

BOTH EMPLOYEE AND DISTRICT UNDERSTAND AND AGREE THAT BY USING ARBITRATION TO RESOLVE ANY ARBITRABLE CLAIMS, THEY ARE KNOWINGLY AND INTENTIONALLY GIVING UP ANY RIGHT THAT THEY MAY HAVE TO A COURT TRIAL BY JUDGE OR JURY TRIAL WITH REGARD TO THOSE CLAIMS.

Initials: _____

17. GENERAL PROVISIONS

- a. The text herein shall constitute the entire Agreement between the parties and supersedes any other Agreements, written or oral. The terms of this Agreement may be modified only by subsequent written Agreement signed by both parties.
- b. This Agreement shall be binding upon and inure to the benefit of the parties and their respective officers, directors, board members, employees, agents, predecessors, attorneys, divisions, affiliates, representatives, successors in interest and assigns, and all persons acting by, through, under, or in concert with any of them.
- c. No waiver of any party to this Agreement of any breach of any term or provision of this Agreement shall be construed to be, nor be, a waiver of any preceding, concurrent or succeeding breach of the same, or any other term or provision of this Agreement. No waiver shall be binding unless in writing and signed by the party to be charged or held bound.
- d. This Agreement shall not be construed against any one party but shall be construed as if jointly prepared by the parties hereto. Any uncertainty or ambiguity shall not be interpreted against any one party.
- e. All parties to this Agreement acknowledge that they are competent to sign this Agreement and that they do so voluntarily. All parties to this Agreement further acknowledge that they have had an opportunity to review this Agreement prior to executing it and have had an opportunity to, and did, consult legal counsel of their choosing prior to executing this Agreement regarding the terms of this Agreement and whether to execute this Agreement.

18. SEVERABILITY

If any part of this Agreement is declared or rendered invalid by court decision or statute, the remaining provisions of the Agreement shall remain in full force and effect. California law shall govern the interpretation and construction of this Agreement.

19. NOTICES

- a. Notices pursuant to this Agreement shall be given by First Class United States mail, postage prepaid, addressed as follows:

To DISTRICT:

Board of Directors
Vandenberg Village Community Services District
3745 Constellation Road
Lompoc, CA 93436

To EMPLOYEE:

Cynthia A. Allen
1217 Aster Lane
Lompoc, CA 93436

- b. The place of giving notice may be changed by the party to receive notice by notifying the other party in writing.
- c. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as applicable to the civil judicial process.

20. HEADINGS

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

EMPLOYEE:

VANDENBERG VILLAGE
COMMUNITY SERVICES DISTRICT:

Cynthia A. Allen

Christopher Brooks, President
Board of Directors

APPROVED AS TO LEGAL FORM:

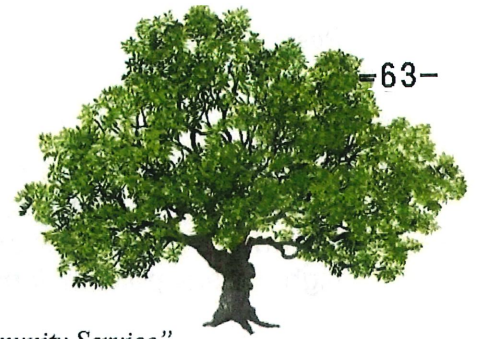
ATTEST:

Michael D. Youril
Liebert Cassidy Whitmore

Stephanie Garner, Secretary
Board of Directors

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

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



-63-

"Pride in Community Service"

<http://vvcasd.org>

into@vvcasd.org

Resolution 228-23

December 5, 2023

COMMENDING AND THANKING JOE BARGET FOR 19 YEARS OF SERVICE AND LEADERSHIP AS GENERAL MANAGER

WHEREAS, Vandenberg Village Community Services District (VVCS D) is an independent special district formed in 1983, under California Government Code § 61000 et seq. to provide water and wastewater services, and governed by a five-member elected Board of Directors; and

WHEREAS, on August 16, 2004, the Board of Directors appointed Joe Barget as General Manager. He is the longest-serving General Manager in the District's 40-year history; and

WHEREAS, Joe orchestrated the mix of nine employees, five directors, dozens of consultants and contractors, equipment, facilities, finances, politics, and precious natural resources to deliver essential public services as the community grew from 5,800 to 7,300 in population during his watch; and

WHEREAS, the first task the Board placed on his plate was to prepare a new strategic plan. After engaging directors and staff in the effort, Joe crafted a concise document with 16 goals valued at \$6 million. The Board adopted his Strategic Plan in May 2005, and it served as an important blueprint for the District; and

WHEREAS, representing VVCS D, he assumed a leadership role among 29 water, sanitary, community services, and water conservation districts as well as cities, joint powers agencies, and the county to develop the first Santa Barbara County Integrated Regional Water Management Plan (IRWMP) in May 2007. Through the IRWMP, Joe authored the application and secured a \$4 million Proposition 50 (Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002) grant toward the District's \$16 million share of the \$134 million Lompoc Regional Wastewater Reclamation Plant Upgrade Project; and

WHEREAS, in 2010, Joe negotiated a new, 35-year Wastewater Service Agreement with the city of Lompoc to preserve the District's 0.89 million gallons per day (MGD) capacity right in the upgraded, 5.50 MGD regional wastewater treatment plant. Ten years

later, he worked with city staff again on the design and construction of a \$2.1 million project that replaced an old, 10-inch ductile iron interceptor sewer pipe strapped to the Floradale Bridge over the Santa Ynez River with a 12-inch horizontal directional drilled high-density polyethylene pipe underneath the river; and

WHEREAS, the Santa Ynez River Valley Groundwater Basin is the sole source of approximately 1,500 acre-feet per year of drinking water for the community; and

WHEREAS, in 2014, California passed landmark groundwater legislation, the Sustainable Groundwater Management Act (SGMA), requiring 93 basins including the Santa Ynez River Valley Groundwater Basin to form groundwater sustainability agencies (GSAs) by 2020 and adopt groundwater sustainability plans (GSPs) by 2022. Joe collaborated with the other seven public agencies in the basin to develop, successively, the memorandum of understanding (MOU), memorandum of agreement (MOA), and joint powers agreement (JPA) which laid the groundwork to establish the GSA and adopt the GSP for the Western Management Area of the basin; and

WHEREAS, Joe's priorities for accomplishing capital projects were clear, in order: (1) Quality, (2) Cost, and (3) Time. Whenever possible, he packaged facilities into a single, comprehensive project rather than undertaking multiple projects, one item at a time. As a team, General Manager Barget and Operations & Maintenance Managers Martin Damwyk and Mike Garner completed the following:

- Replaced the Supervisory Control and Data Acquisition system (2006, \$91,000)
- Replaced the entire fleet of three old, military surplus standby generators with new generators to meet strict air emission standards and improve water and wastewater system reliability (2008, \$169,000)
- Replaced all four old sewer lift stations with standard, Smith & Loveless equipment packages (2016-2022, \$607,000)
- Fielded an automated meter reader (AMR) system with digital 3G technology to replace all 2,465 water meters, from a hodgepodge of manufacturers, which were 10-20 years old (2010-2012, \$617,000)
- Decommissioned Well Site 2 and destroyed four old groundwater wells (2012-2016, \$60,000)
- Rehabilitated all four welded steel water storage tanks (2020-2021, \$840,000); and

WHEREAS, the general manager of a community services district is responsible for the preparation of the annual budget. Joe directed staff efforts and worked through the District's Finance/Budget Committee to recommend sound budgets to the Board of Directors for adoption. Annual operating budgets grew from \$1.9 million in Fiscal Year 2005-2006 to \$6.7 million in Fiscal Year 2023-2024. Annual audits reflected strong improvement in the District's financial position:

- Fiscal Year 2004-2005: Assets \$9.0 million, Net Position \$7.2 million
- Fiscal Year 2022-2023: Assets \$36.4 million, Net Position \$30.4 million; and

WHEREAS, as General Manager and Treasurer for the District, Joe advocated rate structures to generate sufficient revenue to pay operating expenses and fund healthy reserves for operations, emergencies, and future capital projects. He paid off, early, the remaining balance on the \$5.4 million in revenue bonds used to purchase assets from Park Water Company in 1983 and grew the District's reserves from a low of \$2.8 million in 2005 to \$11.1 million in 2023; and

WHEREAS, he persevered through the challenging, conflict-laden, and time-consuming process of working with planners, developers, design firms, and contractors to construct the infrastructure to extend water and wastewater services to 328 new homes in Providence Landing, 51 new homes in Falcon Heights, 80 new apartment units in Heritage Villas, and 10 new townhomes in the Villas at Oak Hill; and

WHEREAS, Joe navigated the District through statewide drought declarations issued by Governor Arnold Schwarzenegger in 2009, Governor Jerry Brown in 2015, and Governor Gavin Newsom in 2021. He steered the District through the trying years of the COVID-19 Pandemic from 2020-2022; and

WHEREAS, he worked tirelessly with the California State Lands Commission (SLC) and California Department of Fish and Wildlife (CDFW) to manage a patchwork of historical District easements within the surrounding, state-owned Burton Mesa Ecological Reserve. He jumped countless hurdles to obtain leases to use an access road and maintain Davis Creek. Joe initiated an application to lease additional land to prepare the District for replacing its three groundwater wells which are 36 to 46 years old; and

WHEREAS, Joe proudly represented the District in two statewide professional organizations: the California Special Districts Association (CSDA) and the Association of California Water Agencies (ACWA). CSDA selected Joe for its General Manager of the Year Award in 2008, and the Santa Barbara County Chapter of CSDA elected him as their President in 2014; and

WHEREAS, Joe developed a strong, capable, management triad consisting of Administrative Services Manager Cynthia Allen, Operations & Maintenance Manager Mike Garner, and himself. The "Triad" delivered outstanding services to the residents of Vandenberg Village and solid results to the Board; and

WHEREAS, Joe produced brief, clear, objective staff reports; offering alternatives and recommendations for the Board to make informed decisions at monthly meetings that rarely lasted more than an hour and a half. The Board expresses its gratitude and appreciation for all the work he put into our meetings and for coaching, developing, and supporting us.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Vandenberg Village Community Services District does hereby commend and thank Joe Barget for his service to the District from August 16, 2004, through December 31, 2023.

PASSED AND ADOPTED by the Board of Directors of the Vandenberg Village Community Services District this 5th day of December 2023, upon motion by Director ____, seconded by Director ____, and as approved by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Christopher Brooks, President
Board of Directors

ATTEST:

Stephanie Garner
Secretary to the Board of Directors

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors

ITEM: 8.D

FROM: Joe Barget, General Manager



DATE: December 5, 2023

SUBJECT: Board Officers

Recommendations:

- Elect a President, Vice President, and Finance Officer.
- Discuss considerations and individual preferences for serving on committees and as representatives to external agencies next year.

Policy Implications:

- District Ordinance § 1.2.4 requires the Board to elect its three officers at the first meeting in December of each year.
- The duties of each officer are outlined in District Ordinance § 1.3.1.

Resource Impacts: None

Alternatives Considered: None

Discussion: The President is the top elected official in the District, directs the preparation of meeting agendas, approves them for publication, and presides over Board meetings.

The President has the authority to appoint committee members and representatives to external agencies, subject to confirmation by the Board. District Ordinance § 1.3 requires this to be accomplished at the first meeting in January.

The attached worksheet is provided as a reference for electing officers at tonight's meeting and for general discussion about committee membership and external agency representation next year. Appointments to committees and external agencies take place at the first meeting in January.

Attachment: Board of Directors

Board of Directors

Vandenberg Village Community Services District

Officers	2023	2024
President	Brooks	
Vice President	Gonzales	
Finance Officer	Bumpass	

Committees	2023	2024
Finance/Budget	Bumpass *	
	Stassi	
Legal/Personnel	Gonzales *	
	Bumpass	
Water/Wastewater	Brooks *	
	Heuring	
Groundwater Sustainability Agency (GSA)	Brooks (primary)	
	Stassi (alternate)	

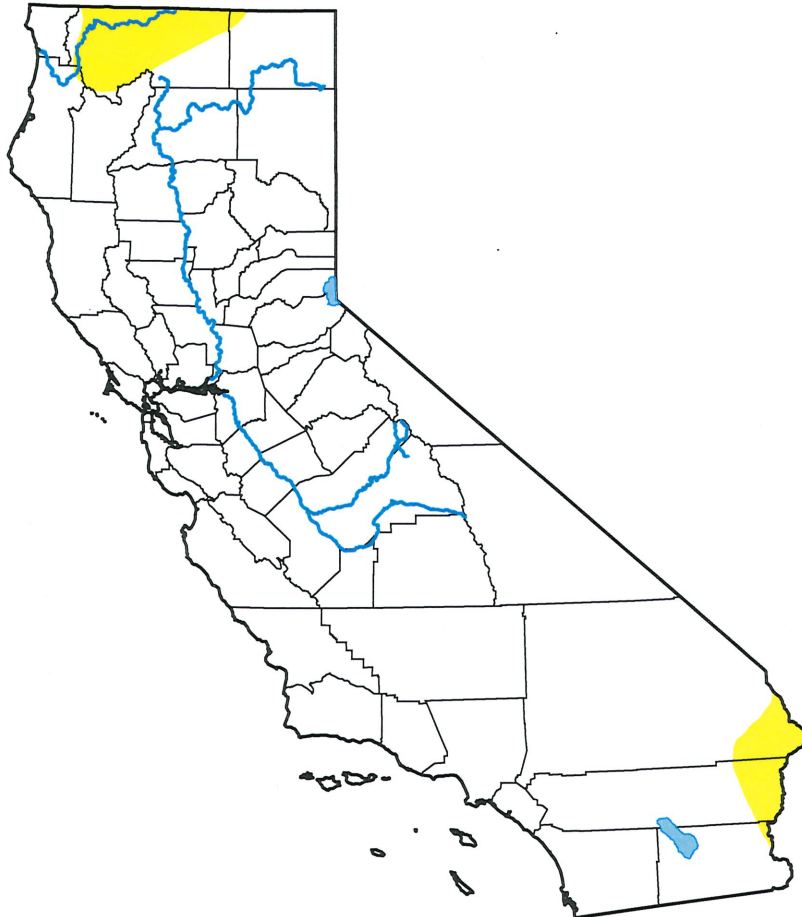
** Committee chair*

Agencies	2023	2024
Association of California Water Agencies (ACWA) / Joint Powers Insurance Authority (JPIA)	Heuring *	
	Bumpass	
California Special Districts Association (CSDA) / Santa Barbara County Chapter	Gonzales *	
	Heuring	
Santa Ynez River Water Conservation District	Stassi *	
	Brooks	

** Primary agency representative*

U.S. Drought Monitor California

November 28, 2023
(Released Thursday, Nov. 30, 2023)
Valid 7 a.m. EST



Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	95.32	4.68	0.00	0.00	0.00	0.00
Last Week <i>11-21-2023</i>	95.32	4.68	0.00	0.00	0.00	0.00
3 Months Ago <i>08-29-2023</i>	93.35	6.65	1.35	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>09-26-2023</i>	94.01	5.99	0.07	0.00	0.00	0.00
One Year Ago <i>11-29-2022</i>	0.00	100.00	99.48	84.97	40.92	12.73

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:

David Simeral
Western Regional Climate Center



droughtmonitor.unl.edu