

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://vvcisd.org>

info@vvcisd.org

REGULAR MEETING

Tuesday, October 4, 2022

7:00 p.m.

AGENDA

Pursuant to AB 361, Directors may participate in this meeting via teleconference. The public may only participate via teleconference. The meeting room will not be open.

To access the meeting via telephone please dial: 1-669-900-9128

and/or via the Web at: <http://join.zoom.us>

Meeting ID: 837 8471 3866

Password: 429538

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
2. ROLL CALL: Directors Brooks, Bumpass, Gonzales, Redmon, 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 September 6, 2022 page 1

- B. Treasurer Report
 - (1) Monthly Financials page 7
 - (2) Disbursements through September 30, 2022 page 15
 - (3) Public Official Reimbursement Report..... page 23

- C. Remote Teleconference Meetings: Find that (1) the Board has recon- sidered the circumstances of the State of Emergency proclaimed by the Governor due to the threat of COVID-19, (2) the State of Emergency continues to directly impact the ability of its members to meet safely in person, and (3) state or local officials continue to impose or recommend measures to promote social distancing. Continue con- ducting Board meetings by remote teleconference as allowed by Assembly Bill (AB) 361.

8. ACTION ITEMS

- A. **Sustainable Groundwater Management Act (SGMA):** Consider approving a multi-party consulting agreement with GSI Water Solutions, Inc., for related services..... page 25

- B. **Iron & Manganese Filter:** Consider accepting a quote from Pureflow Filtration Division to perform a pilot study to optimize filter operations page 39

- C. **Capital Improvement Plan:** Review and discuss a 20-year plan..... page 49

9. REPORTS

- A. Committees

- B. District Representatives to External Agencies

- C. Board President

- D. General Manager

10. INFORMATIONAL CORRESPONDENCE

US Drought Monitor: California, September 27, 2022..... page 53

11. CLOSED SESSION

- A. Compensation of District Employees
- B. Discuss the General Manager's working relationship with the Board, performance, salary, benefits, and term in accordance with his employment agreement.

12. OPEN SESSION: Announce and take any action resulting from closed session discussions on employee compensation and the General Manager.

13. 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.

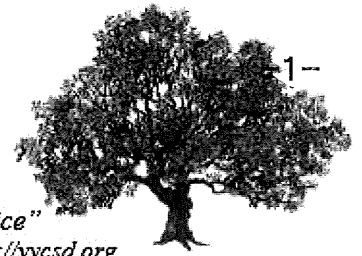
If you need reasonable accommodations due to a disability, please contact the Board Secretary 24 hours prior to the meeting at (805) 733-2475.

Please silence all cell phones during the meeting, as a courtesy to others.

Board package is available at the Vandenberg Village Public Library and on the District's website at <http://www.vvcsd.org>.

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MINUTES Regular Meeting

September 6, 2022

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 and Stassi were present. Directors Bumpass, Gonzales, and Redmon participated via Zoom video conference.

OTHERS PRESENT

General Manager Joe Barget, Operations & Maintenance (O&M) Manager Mike Garner, and Director-Elect Steve Heuring were present. Administrative Services (AS) Manager Cynthia Allen, and Board Secretary Stephanie Garner participated via Zoom video conference.

3. ADDITIONS AND DELETIONS TO THE AGENDA

There were none.

4. PUBLIC FORUM

President Brooks invited public comments and there were none.

5. OPERATIONS REPORT

O&M Manager Garner reported the District pumped 42.9 million gallons of water for August with an average daily demand of 1,385,000 gallons. This is eight percent less than last year. Vandenberg Village received no rain in August keeping the total for the year at 2.35 inches.

The Well levels (below ground surface) for August were 1B-145', 3A-142', and 3B-139'.

The Floradale Sewer Replacement Project will start on September 19. All parties are required to attend an environmental briefing at 7:30 a.m. on that date to be allowed on the construction site. O&M Manager Garner and the field crew will be attending the class. O&M Manager Garner will contact prison officials to obtain permission to fly the drone over the area for photos.

The District has received seven Emergency Load Reduction Program (ELRP) notifications since last Wednesday, requiring the field crew to shut down Sites 1 and 3 for 3-5 hours per day due to extreme heat. An executive order by Governor Newsom allows the District to run the generator at Site 1 from August 31 to September 7. The Governor also asked electric vehicles to not charge in the evenings. The PG&E electric service to Well Site 1 (which uses the most power) is on the Base Interruptible Power (BIP) program. The District receives a substantial discount on the electric bill for Site 1 in exchange for agreeing to shut off power, with 30 minutes notice, during high demand periods. High-demand periods occur in afternoons when the District is not pumping Well 1B or booster pumps anyway.

Jeff Cole was inspecting a section of sewer pipe on August 15 when a resident backed out of his driveway hitting the back corner of the camera van. The resident's truck had no damage, but the van required \$1,700 in repairs which will be paid for by the resident.

The field crew had two service line repairs and one polybutylene repair in August. There were no sanitary sewer overflows to report in August.

To conclude his report, O&M Manager Garner said the District had two anniversaries in August. Jeff Cole celebrated 20 years on August 5 and Joe Barget celebrated 18 years on August 16.

6. ADMINISTRATION REPORT

AS Manager Allen said the State's Low Income Household Water Assistance Program drinking water and wastewater benefits are now up and running. Customers who receive reminder notices are being referred to the program. Information can be obtained by dialing 211. Qualifying customers can receive up to \$2,000 to be applied to their past due water and wastewater balance.

Additional blinds have been installed in the conference room to help alleviate the glare from the setting sun during the summer months.

She reviewed the capacity charge annual report on pages 31-33 of the board packet. The only funds kept in these accounts are developer's fees that have been collected for pending projects. Funds for projects completed or in progress are transferred to the money market account and added to the capital reserve balance. For Fiscal Year 2021-22, we collected no developer fees. The water account earned \$45 in interest on the funds collected in previous years. Wastewater has no pending projects so that account is zero.

7. CONSENT CALENDAR

A. Minutes from the Special Meeting on July 5, 2022

B. Treasurer Report

1) Financial Statements

2) Disbursements through August 31, 2022

C. Remote Teleconference Meetings

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

Roll Call:

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

Noes: None

Abstain: None
Absent: None

8. ACTION ITEMS

A. Drought

There was much discussion among the Directors about whether or not to use a heavy hand with the residents. After hearing from all the Directors and their opinions the following motion was made.

Motion by Director Gonzales, seconded by Director Redmon to adopt watering restrictions, eliminating the word “mandatory”, recommending irrigation to two days a week, changing the effective date to October 1, 2022, and authorizing General Manager Barget to make other minor word changes to the draft for consistency.

Roll Call:

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

Director Bumpass said the reason he voted against the motion is that he felt a two-days-a-week irrigation restriction should be mandatory.

B. Pickup Truck

Motion by Director Stassi, seconded by Director Gonzales to purchase a new gas-powered Ford F150 Super Cab pickup truck for \$46,827 from Downtown Ford in Sacramento.

Roll Call:

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

9. REPORTS

A. Committees

There were no committee meetings.

B. District Representatives to External Agencies

Directors Brooks and Stassi attended the California Special Districts Association (CSDA) annual conference in Palm Desert last month and gave brief reports on some of the sessions they attended.

C. President

President Brooks had nothing further to add.

D. General Manager

General Manager Barget welcomed and congratulated Ron Stassi and Steve Heuring on their appointment in lieu of an election to the District's Board of Directors. Director-Elect Heuring will be attending the Special District Leadership Academy from September 18-21 in Napa.

To conclude his report General Manager Barget said he has been working with CSDA staff and the association's lobbying firm, The Ferguson Group, and is still hopeful the District may receive some grant funding for the Floradale Sewer Replacement Project. He complimented the Directors on their thoughtful discussion about the drought.

10. INFORMATIONAL CORRESPONDENCE

US Drought Monitor: California, August 30, 2022

11. DIRECTORS FORUM

Director Stassi said page 13 of the board package listed good information for the water and wastewater accounts. He would also like the public to bid on the truck being replaced and agreed with Director Redmon about a 10-year capital plan by December.

Director Gonzales asked for a letter of appreciation to be sent to Chuck Klein for his work at the Clubhouse Road entrance. General Manager Barget said he will draft a letter and mail it to him this week. Lastly, he requested an updated informal salary survey for the District employees.

12. ADJOURN

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

Attest:

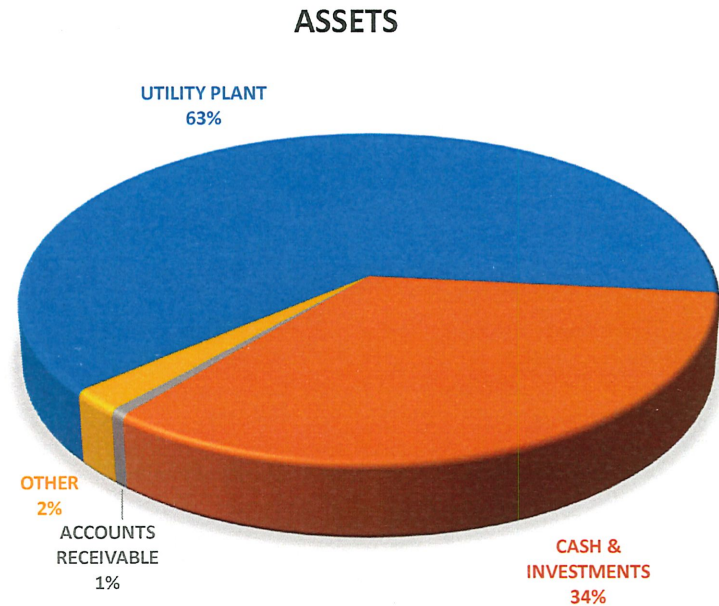
Signed:

Stephanie Garner
Secretary, Board of Directors

Christopher Brooks
President, Board of Directors

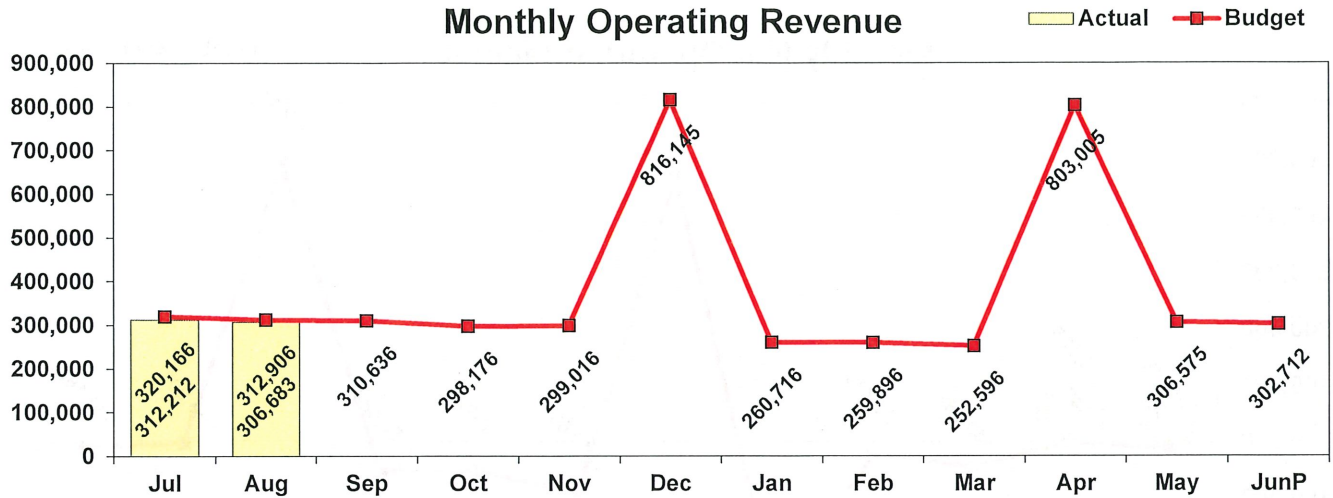
VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT
 Combined Balance Sheet
 As of August 31, 2022

	2023 FYTD	FYE 2022	CHANGE
ASSETS			
UTILITY PLANT	\$22,531,374	\$22,655,112	(\$123,738)
CASH & INVESTMENTS	12,317,958	12,174,904	143,054
ACCOUNTS RECEIVABLE	267,309	289,891	(22,582)
OTHER	787,855	801,192	(13,337)
TOTAL ASSETS	<u>\$35,904,496</u>	<u>\$35,921,099</u>	<u>(\$16,603)</u>
DEFERRED OUTFLOWS OF RESOURCES-PENSIONS	\$372,363	\$372,363	\$0
TOTAL ASSETS & DEFERRED OUTFLOWS	<u><u>\$36,276,859</u></u>	<u><u>\$36,293,462</u></u>	<u><u>(\$16,603)</u></u>
LIABILITIES			
CURRENT LIABILITIES	\$502,008	\$577,457	(\$75,449)
UNEARNED REVENUE	139,296	139,296	0
LONG TERM DEBT- LRWRP UPGRADE PROJECT	4,835,758	4,835,758	0
NET PENSION LIABILITY	766,227	766,227	0
TOTAL LIABILITIES	<u>\$6,243,289</u>	<u>\$6,318,738</u>	<u>(\$75,449)</u>
DEFERRED INFLOWS OF RESOURCES-PENSIONS	\$708,479	\$708,479	\$0
EQUITY			
CONTRIBUTED CAPITAL	\$5,880,371	\$5,913,072	(\$32,701)
EQUITY	23,385,873	22,496,604	889,269
CURRENT EARNINGS	58,847	856,569	(797,722)
TOTAL EQUITY	<u>\$29,325,091</u>	<u>\$29,266,245</u>	<u>\$58,846</u>
TOTAL LIABILITIES, DEFERRED INFLOWS & EQUITY	<u><u>\$36,276,859</u></u>	<u><u>\$36,293,462</u></u>	<u><u>(\$16,603)</u></u>

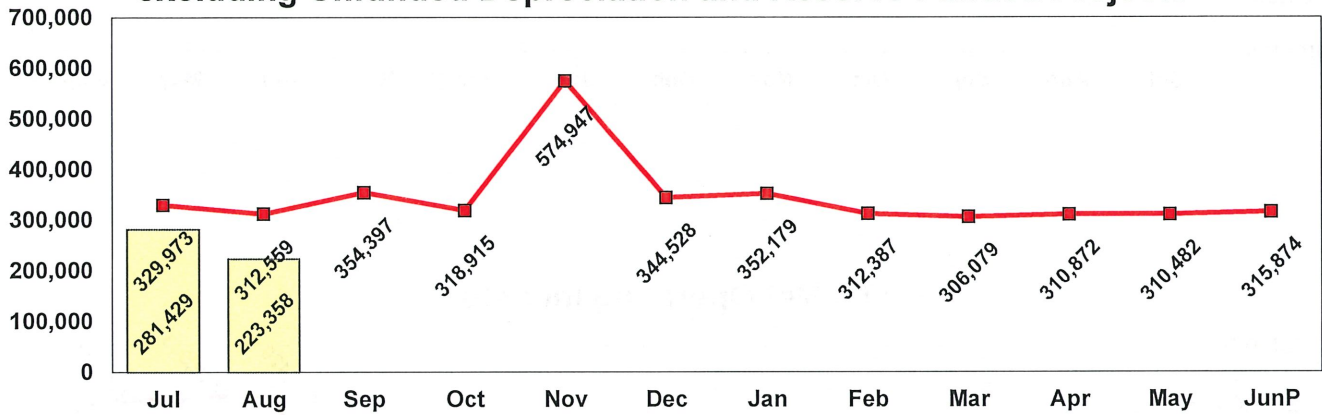


Operating Revenue and Expenses
 Vandenberg Village Community Services District
 July 1, 2022 to June 30, 2023

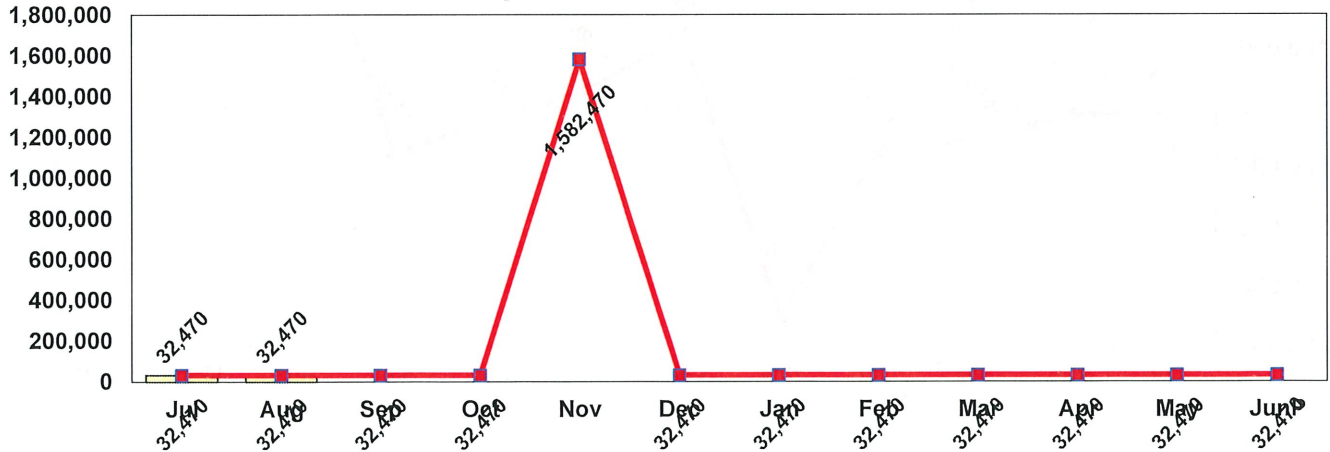
Monthly Operating Revenue



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



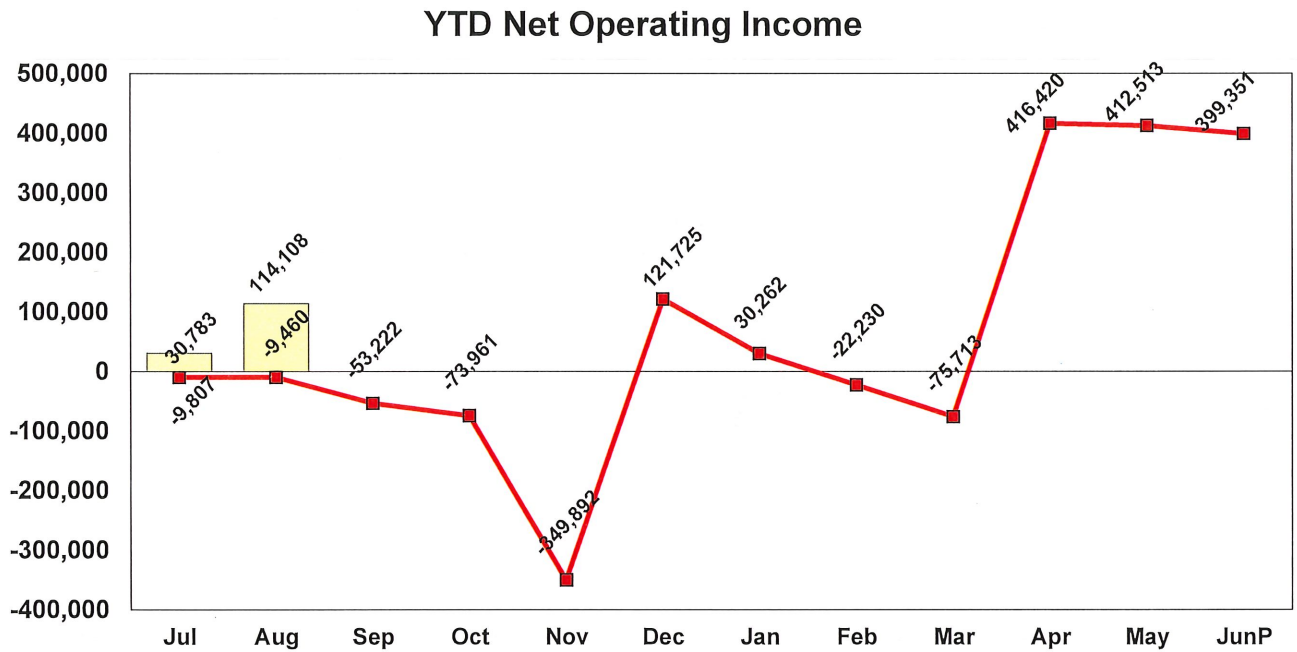
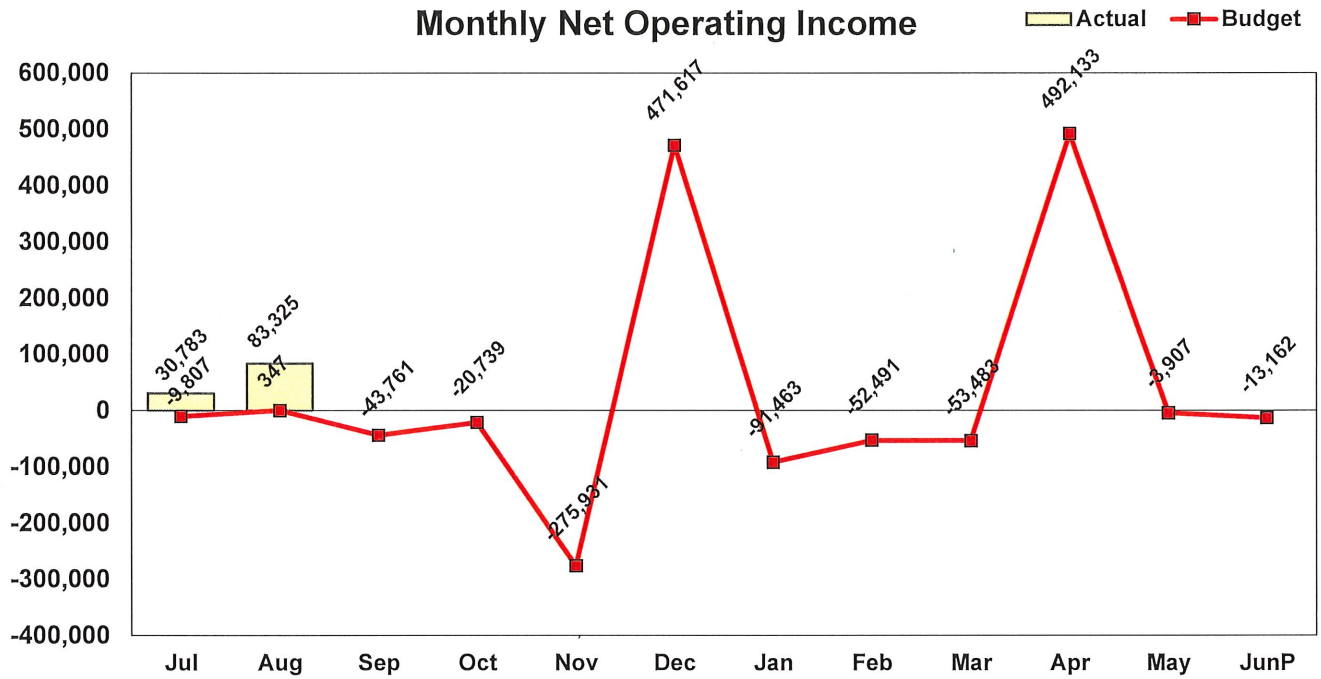
**Monthly Operating Expense
 Unfunded Depreciation and Reserve-Funded Projects**



Operating Income

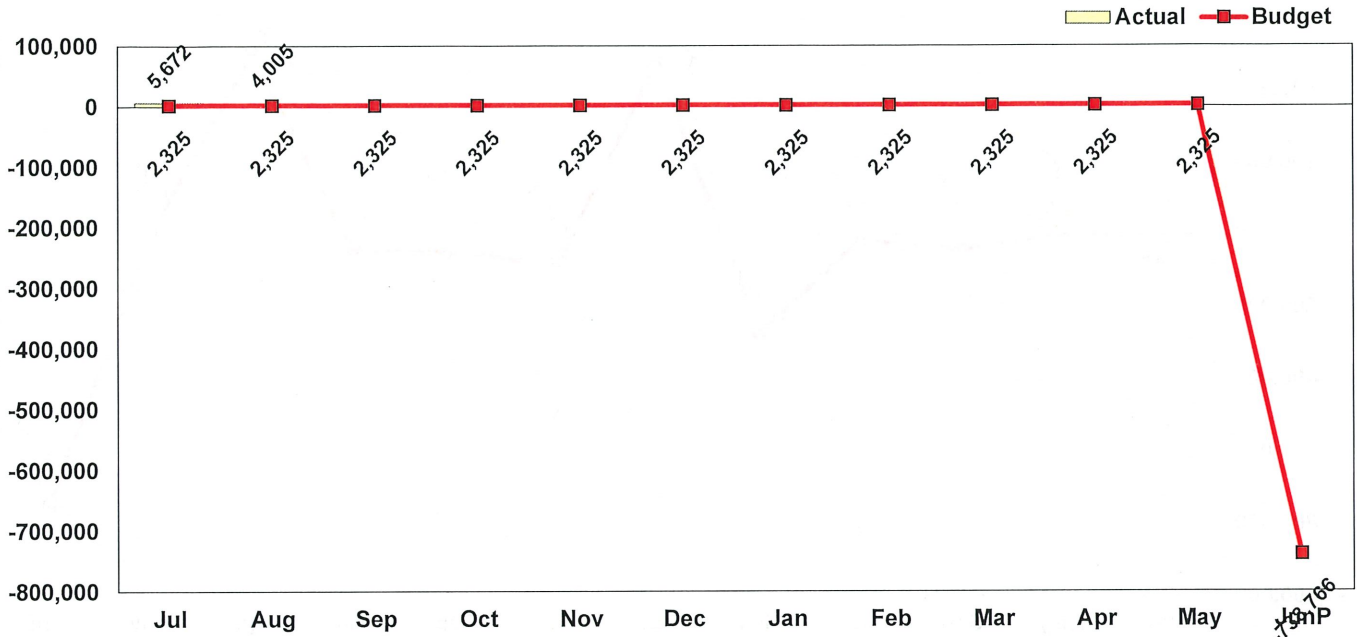
Vandenberg Village Community Services District

July 1, 2022 to June 30, 2023

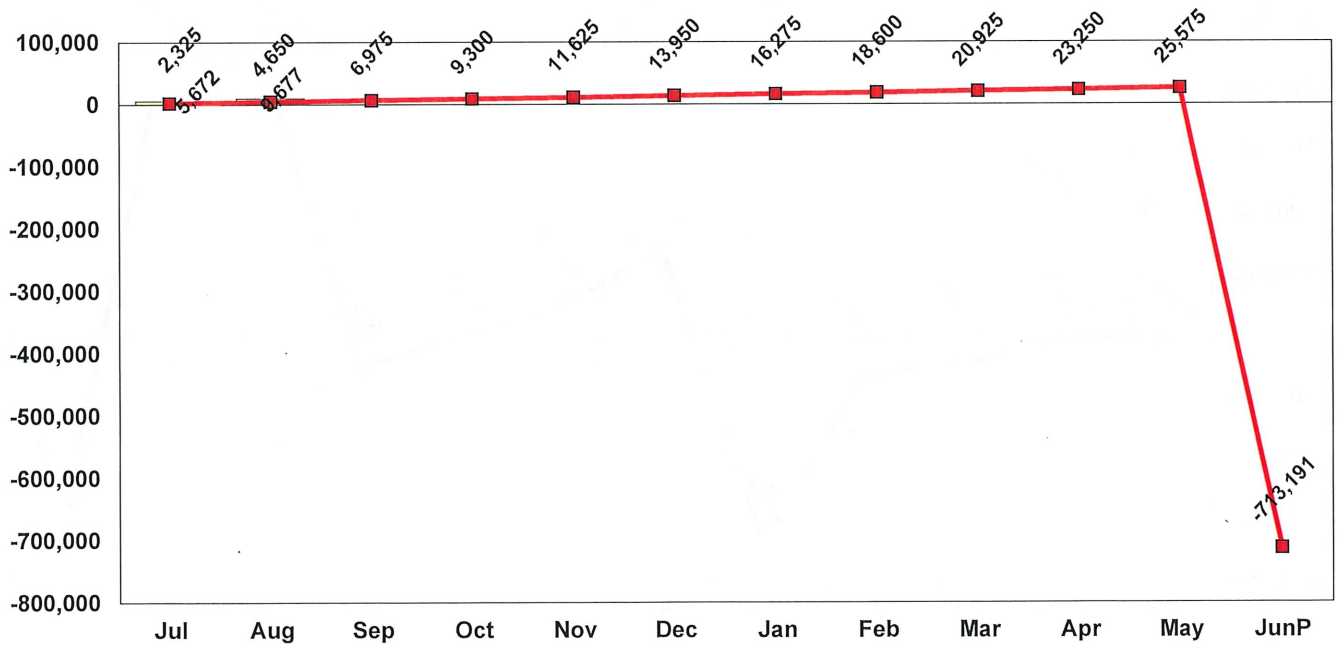


Non-Operating Income
Vandenberg Village Community Services District
July 1, 2022 to June 30, 2023

Monthly Net Non-Operating Income less LRWRP SRF Payment

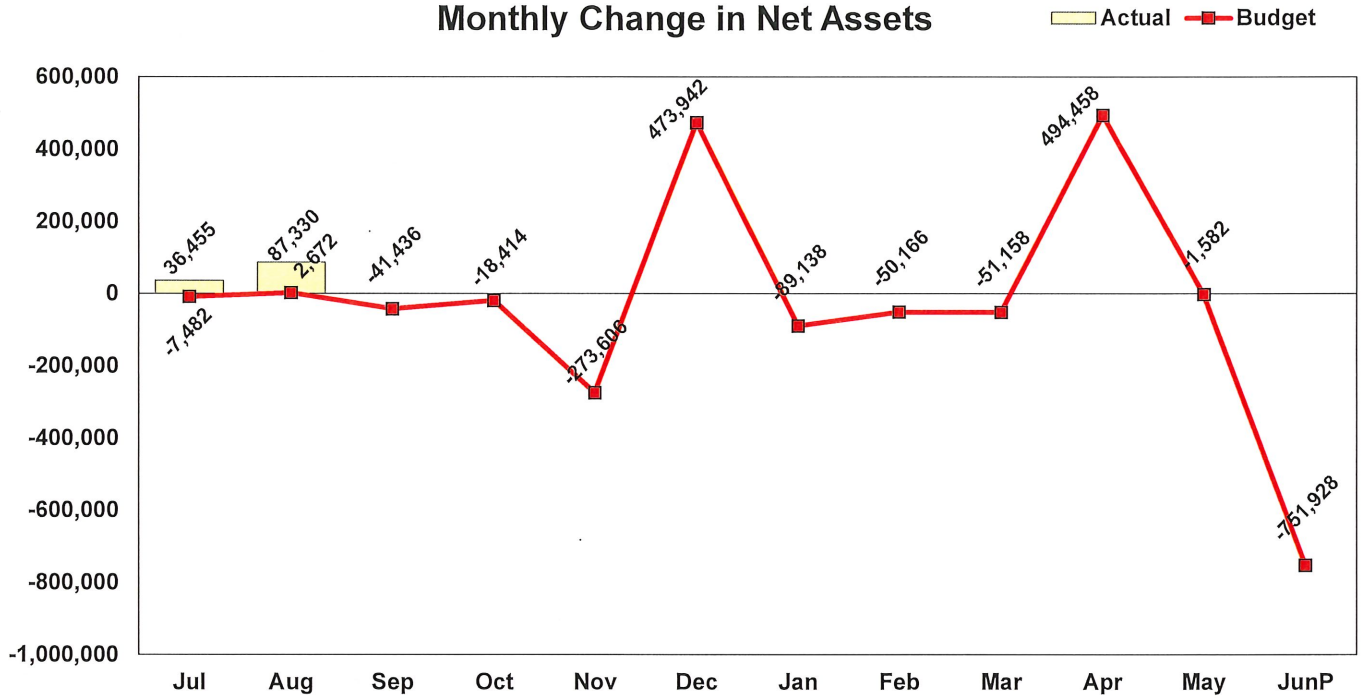


YTD Net Non-Operating Income less LRWRP SRF Payment

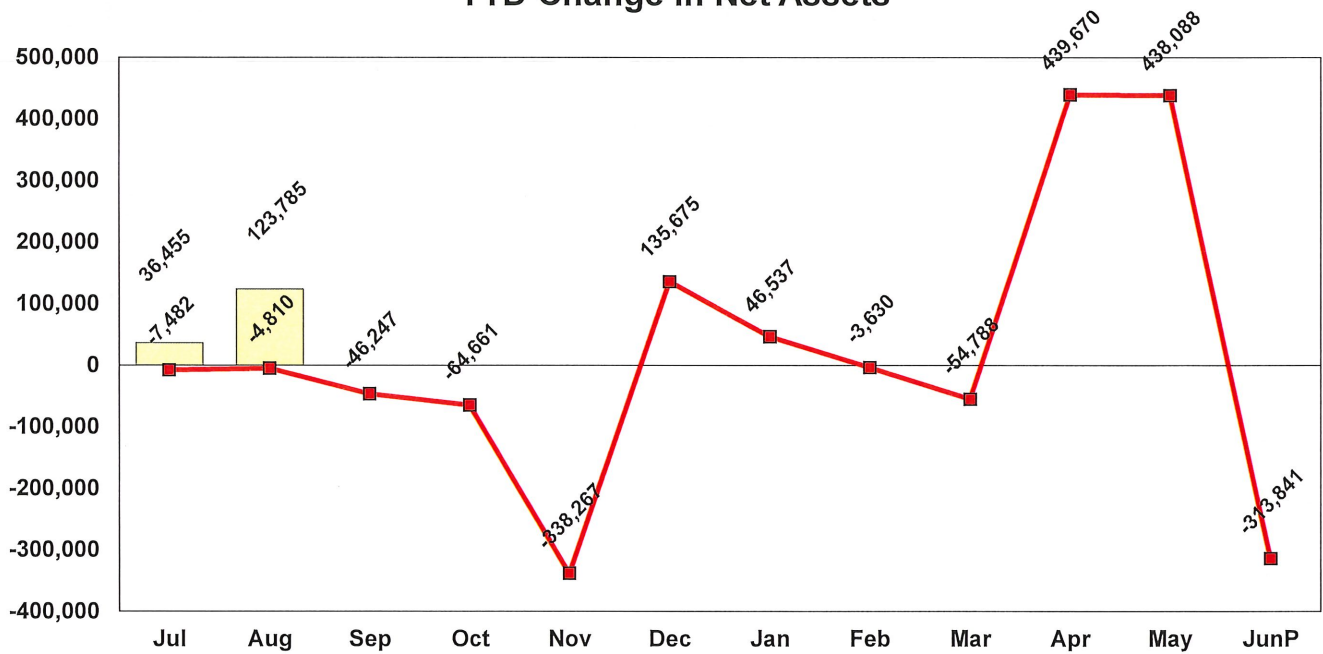


Change in Net Assets Vandenberg Village Community Services District July 1, 2022 to June 30, 2023

Monthly Change in Net Assets



YTD Change in Net Assets



Statement of Cash Flow
Vandenberg Village Community Services District
For the Period from July 1, 2022 to August 31, 2022

	Water Fund	WW Fund	
CASH FLOWS FROM OPERATING ACTIVITIES			
Cash received from customers and users	\$ 347,172	\$ 277,652	
Cash payments for goods and services	(228,238)	(98,238)	
Cash payments to employees	(116,486)	(45,852)	
Net Cash Provided by Operating Activities			\$ 136,009
CASH FLOWS FROM CAPITAL & RELATED FINANCING ACTIVITIES			
Purchase of capital assets	(2,695)	(17,939)	
Net Cash Used - Capital & Related Financing Activities			(20,634)
CASH FLOWS FROM INVESTING ACTIVITIES			
Investment income	18,716	8,964	
Net Cash Provided by Investing Activities			27,679
Net Increase (Decrease) in Cash & Cash Equivalents			143,055
Cash and cash equivalents, beginning of year			12,174,905
Cash and cash equivalents, year-to-date			<u>\$ 12,317,959</u>
Reconciliation to the Statement of Net Assets:			
Cash on hand	400		\$ 400
Cash and short term investments	2,849,705	9,467,854	12,317,559
			<u>\$ 12,317,959</u>
 Reconciliation of Operating Income to Net Cash Provided by Operating Activities			
Operating Income	\$ 25,010	\$ 24,161	
Adjustments to reconcile operating income to net cash provided by operating activities			
Depreciation	\$ 34,972	\$ 107,723	
Change in operating assets and liabilities:			
(Increase) decrease in accounts receivable	7,001	(744)	
(Increase) decrease in prepaid items	12,957	380	
Increase (decrease) in accounts payable	(18,594)	12,263	
Increase (decrease) in accrued payroll	(20,603)	(10,222)	
Increase (decrease) in customer deposits	(330)		
Increase (decrease) in compensated absences	(37,966)	-	
Net Cash Provided by Operating Activities	<u>\$ 2,448</u>	<u>\$ 133,562</u>	<u>\$ 136,009</u>

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

Disbursement # 10-22 From 9/1/2022 To 9/30/2022
 Board Meeting Date 10/4/2022 Item: 7B.2

Accounts Payable Amount \$160,278.79

Check Numbers 28408-28473

Void Checks 28305

Electronic Vendor Payment Amount \$35,446.41

Confirmation Numbers 153308, 162022, 366673, 459544,
914731

A/P Hand Check Amount _____

Check Numbers _____

Payroll Amount \$127,016.30

Check Numbers electronically transferred

Wire Transfers _____

Wire Numbers _____

Disbursements/Investments

A/P Checks 160,278.79

Electronic Vendor Payments 35,446.41

A/P Hand Checks 0.00

Payroll 127,016.30

Investments 0.00

TOTAL \$322,741.50

REPORT.: Sep 30 22 Friday
 RUN...: Sep 30 22 Time: 12:44
 Run By.: PATTY LECAVALIER

VANDENBERG VILLAGE CSD
 Cash Disbursement Detail Report
 Check Listing for 09-22 thru 09-22 Bank Account.: 13100

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
028305	09/29/22	INK01	INKLINGS PRINTING CO.	-403.68	120083u	Ck# 028305 Reversed
028408	09/01/22	AMA01	AMAZON CAPITAL SERVICES	195.71	PLR7-MC7T	BOXES,VVCSD DECALS,BINDERS,LABEL TAPE
028409	09/01/22	AME02	AMERICAN INDUSTRIAL SUPPL	195.61	85813	PVC PARTS,TAPE TO INSTALL CHEMICAL SAFETY SHOWER
028410	09/01/22	ARA01	ARAMARK UNIFORM SERV.INC.	202.15	20083357	CONTINUOUS TOWELS, SHOP TOWELS 8/25/22
028411	09/01/22	AWA01	AMERICAN WTR WORKS ASSOC	473.00	C20829	AWWA MEMBERSHIP-BARGET 11/22-10/23
028412	09/01/22	AWA04	ASSOC. OF WATER AGENCIES	75.00	C20829	CCWUC MEMBERSHIP 2022/2023
028413	09/01/22	BAN03	BANK OF AMERICA	225.00 209.62 1264.84	06660722 06660822 54240822	REGISTRATION-CSDA GOVERNANCE FOUNDATIONS-BROOKS LODGING-CSDA CONFERENCE-BROOKS;BOA LATE FEES ADOBE ACROBAT SUBSCRIPTION,TREND MICRO ANTIVIRUS
			Check Total.....:	1699.46		
028414	09/01/22	BRO01	BROOKS, CHRISTOPHER	154.77	C20826	MEAL REIMB-CSDA CONFERENCE-BROOKS
028415	09/01/22	CLS01	CLINICAL LABS OF SAN	892.00	989669	BACTERIA, IRON,MANG, PHYSICAL, PFAS, 123TCP TESTS 7/22
028416	09/01/22	COM03	COMCAST	343.52	10520822	INTERNET,BUS.CABLE,VOICE-OFFICE-8/20/22-9/19/22
028417	09/01/22	COR01	CORBIN WILLITS SYSTEM INC	769.14	C208151	SERVICE AND ENHANCEMENT FEE 9/22
028418	09/01/22	FRO01	FRONTIER	110.67 280.93	28850822 49050822	FRONTIER 733-2109 8/13/22-9/12/22 FRONTIER 733-3615/3975/SCADA 8/13/22-9/12/22
			Check Total.....:	391.60		
028419	09/01/22	HAA01	HAAKER EQUIPMENT COMPANY	13544.06	W71906	HARBEN PUMP REPAIR-PO#1712
028420	09/01/22	LOM01	CITY OF LOMPOC, FINANCE	39916.63	9613	WASTEWATER TREATMENT COSTS 7/22
028421	09/01/22	SOU01	SO.CALIFORNIA GAS CO.INC.	51.29 14.30	79000822 84000822	SO.CALIF GAS-WELL 1B 7/26/22-8/24/22 SO.CALIF GAS-OFFICE 7/26/22-8/24/22
			Check Total.....:	65.59		
028422	09/01/22	STA04	STASSI, RONALD	451.97	C20829	MILEAGE,MEAL,INCID REIMB-CSDA CONFERENCE-STASSI
028423	09/01/22	STA09	STAPLES CREDIT PLAN	1944.61	644018380	WINDOW ENVELOPES W/INDICIA,3-HOLE PAPER,KEYBOARDS
028424	09/01/22	UND01	UNDERGROUND SERVICE ALERT	127.25	820220789	USA TICKETS 8/22
028425	09/01/22	UNI02	UNIVAR SOLUTIONS USA INC.	2277.13	50526163	700 GALS NaHSO3
028426	09/01/22	USA01	USA BLUE BOOK	1006.93	083020	SHOWER/EYEWASH COMBO

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 Run By.: PATTY LECAVALIER

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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
028426	09/01/22	USA01	USA BLUE BOOK	422.96	083663	TRIPOD AND HEATER FOR WEATHER STATION
			Check Total.....:	1429.89		
028427	09/01/22	USB02	U.S.BANK CORPORATE PAYMEN	3003.49	32560822	EXCHANGE,OFFICE 365,REMINDERS,LODGING,STARLINK,NZL
028428	09/01/22	VAL04	VALLEY ROCK READY MIX, IN	543.06	22-23713	SLURRY-PB REPLACE-364 OAK HILL DR.
028429	09/01/22	\C003	TAMI R. CARLSON	100.51	000C20801	CUSTOMER REFUND-CAR0081-4158 OAKWOOD CT.
028430	09/01/22	\D008	JOE DE MARCO	181.74	000C20801	CUSTOMER REFUND-DEM0010-FIRE HYDRANT METER
028431	09/01/22	\M001	AMBER M. MOSGOVOY	57.99	000C20801	CUSTOMER REFUND-MOS0015-3866-2 CASSINI CIR.
028432	09/01/22	\P006	PAPICH CONSTRUCTION	162.13	000C20801	CUSTOMER REFUND-PAP0004-FIRE HYDRANT METER
028433	09/01/22	\R005	REDWOOD HOLDING LLC	79.01	000C20801	CUSTOMER REFUND-RED0010-3966 RIGEL AVE.
028434	09/01/22	\S016	NANCY T. STUMP	51.07	000C20801	CUSTOMER REFUND-STU0001-3977 URANUS AVE.
028435	09/02/22	BAR03	JOSEPH H BARGET	562.00	C20902	MILEAGE,MEAL,INCID REIMB-CSDA CONFERENCE-BARGET
028436	09/15/22	ACW03	ACWA JOINT POWERS INSURAN	11035.90	0692275	GROUP MEDICAL,DENTAL,VISION,LIFE,EAP 10/22
028437	09/15/22	ARA01	ARAMARK UNIFORM SERV.INC.	172.47	20093442	SHOP TOWELS 9/8/22
028438	09/15/22	COV01	COVERALL MOUNTAIN & PACIF	391.00	553184952	JANITORIAL SERVICE 9/22
028439	09/15/22	HAA01	HAAKER EQUIPMENT COMPANY	1631.25	M5A003	WINCAN ANNUAL SOFTWARE SUPPORT-SEWER CAMERA VAN
028440	09/15/22	MIL01	MILLER LANDSCAPING AND MA	175.00	61723	OFFICE YARD MAINTENANCE 8/22
028441	09/15/22	MON01	MONTE'S AUTO BODY LOMPOC	1792.95	14261	REPAIR SEWER CAMERA VAN
028442	09/15/22	MOS01	MOSS,LEVY & HARTZHEIM	1000.00	33200	FY22 AUDIT CHARGES
028443	09/15/22	NAT01	NATIONAL GROUP TRUST	844.44	23941022	LONG-TERM DISABILITY 10/22
028444	09/15/22	OLI01	OLIN CORP - CHLOR ALKALI	9348.42	153757	4,760 GALS NaOCL
028445	09/15/22	QUI03	QUINN COMPANY	138.01	22735101	RENT LOG SPLITTER FOR VEGETATION MANAGEMENT
028446	09/15/22	RAY01	RAY MORGAN COMPANY	487.15 401.26	3806231 3844741	COPIER-CONTRACT USAGE 5/7/22-9/6/22;TONER FREIGHT COPIER-CONTRACT USAGE 9/7/22-10/6/22,TONER FREIGHT
			Check Total.....:	888.41		
028447	09/15/22	SAN01	SANTA YNEZ RIVER	4146.00	202209003	USGS GROUNDWATER MONITORING 7/22-9/22

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PAGE: 003
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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
028448	09/15/22	SAN21	SANTA BARBARA COUNTY PUBL	2540.00	727	REGIONAL WATER EFFICIENCY PROGRAM FY23
				150.00	728	WATER CONSERVATION TABLE TENTS (QTY 150)
			Check Total.....:	2690.00		
028449	09/15/22	STA09	STAPLES CREDIT PLAN	139.04	62000922	PENS, PAPER
028450	09/15/22	WAS01	WASTE MANAGEMENT CORPORAT	163.65	539069	TRASH COLLECTION-SHOP 8/22
				48.48	539073	TRASH COLLECTION-OFFICE 8/22
			Check Total.....:	212.13		
028451	09/15/22	WES05	WESTERN EXTERMINATOR CO.	74.85	26997375	GOPHER CONTROL SERVICE 9/22
028452	09/15/22	ZWO01	ZWORLD GIS, LLC.	900.00	2022-0332	DATA ACQUISITION FOR 2022 GIS REGIONAL PROJECT
028453	09/29/22	ARA01	ARAMARK UNIFORM SERV.INC.	202.15	20102934	CONTINUOUS TOWELS,SHOP TOWELS 9/22/22
028454	09/29/22	BAN03	BANK OF AMERICA	667.65	06660922	LODGING,FUEL-CSDA CONFERENCE-BROOKS;BOA FEES
028455	09/29/22	BAN03	BANK OF AMERICA	225.00	30290922	REGISTRATION-ACWA CLE VIRTUAL WORKSHOP-REDMON
028456	09/29/22	BAN03	BANK OF AMERICA	353.42	71860922	LODGING-CSDA CONFERENCE-STASSI
028457	09/29/22	BIG02	BIG BRAND TIRE CO.	1026.55	2186318	UNIT #22-TIRES,BALANCE,ALIGNMENT
028458	09/29/22	COM03	COMCAST	343.52	10520922	INTERNET,BUS.CABLE,VOICE-OFFICE 9/20/22-10/19/22
028459	09/29/22	COR01	CORBIN WILLITS SYSTEM INC	769.14	C209151	SERVICE AND ENHANCEMENT FEE 10/22
028460	09/29/22	FRO01	FRONTIER	115.99	28850922	FRONTIER 733-2109 9/13/22-10/12/22
				292.64	49050922	FRONTIER 733-3615/3975/SCADA 9/13/22-10/12/22
			Check Total.....:	408.63		
028461	09/29/22	GET01	GET WIRED CABLE CO.	2100.00	1255	NETWORK SERVER CONFIGURATION AND MIGRATION
028462	09/29/22	HEU01	HEURING, STEVEN W.	453.76	C20922	MILEAGE REIMB-SPECIAL DIST.LEADERSHIP-HEURING
028463	09/29/22	LOM01	CITY OF LOMPOC, FINANCE	44665.22	9816	WASTEWATER TREATMENT COSTS 8/22
028464	09/29/22	PIT01	PITNEY BOWES GLOBAL FINAN	313.60	105733860	PB METER & MAIL MACHINE RENTAL 7/30/22-10/29/22
028465	09/29/22	PIT03	PITNEY BOWES	520.99	76730922	POSTAGE FOR METER
028466	09/29/22	POS01	POSTMASTER GENERAL	275.00	124-1122	POST OFFICE PERMIT FEE #124
028467	09/29/22	SMI04	SMITHS ALARMS & ELECTRONI	180.00	063028	SECURITY-SHOP,BOOSTER BLDG 10/22-12/22

REPORT.: Sep 30 22 Friday
 RUN...: Sep 30 22 Time: 12:44
 Run By.: PATTY LECAVALIER

VANDENBERG VILLAGE CSD
 Cash Disbursement Detail Report
 Check Listing for 09-22 thru 09-22 Bank Account.: 13100

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
028467	09/29/22	SMI04	SMITHS ALARMS & ELECTRONI	254.28	114667	REPLACE MOTION DETECTOR/CONTACT-SECURITY-SHOP 9/19
Check Total.....:				434.28		
028468	09/29/22	SOU01	SO.CALIFORNIA GAS CO.INC.	50.00	79000922	SO.CALIF GAS-WELL 1B 8/24/22-9/23/22
				16.94	84180922	SO.CALIF GAS-OFFICE 8/24/22-9/23/22
Check Total.....:				66.94		
028469	09/29/22	STA09	STAPLES BUSINESS CREDIT	192.20	76742-0-1	OPERATIONS CHECK STOCK (QTY 500)
028470	09/29/22	STE04	STERICYCLE, INC.	264.66	2370385	DOCUMENT SHREDDING SERVICE 8/16/22-9/13/22
028471	09/29/22	USA01	USA BLUE BOOK	851.17	113063	VANTAGE PRO2 WEATHER STATION
028472	09/29/22	VRE01	JIM VREELAND FORD	520.61	50723	UNIT 17-FUEL PUMP FUSE RELOCATION
				154.34	50791	UNIT 19-OIL,FILTER CHANGE
Check Total.....:				674.95		
028473	09/29/22	INK01	INKLINGS PRINTING CO.	403.68	120083y	Ck# 028473->028305 Replacement
153308	09/01/22	UPS01	UPS	8.17	V85948332	UPS PICKUP CHARGE
162022	09/15/22	WEX01	WEX BANK	2110.91	83608357	384.26 GALS FUEL
366673	09/01/22	TIE01	TIERZERO CLOUD COMMUNICAT	364.52	366673	TIERZERO CLOUD COMMUNICATIONS ACCOUNT FEES 9/22
459544	09/15/22	PIT03	PITNEY BOWES	933.45	01340822	POSTAGE FOR BILLS 8/22
914731	09/07/22	PGE01	PACIFIC GAS & ELECT. INC.	32029.36	68720822	PGE CHARGES 7/18/22-8/16/22
Cash Account Total.....:				195725.20		
Total Disbursements.....:				195725.20		
Cash Account Total.....:				.00		

REPORT.: Sep 30 22 Friday
RUN....: Sep 30 22 Time: 12:44
Run By.: PATTY LECAVALIER

VANDENBERG VILLAGE CSD
Cash Disbursement Detail Report - Payroll Vendor Payment(s)
Check Listing for 09-22 thru 09-22 Bank Account.: 13101

PAGE: 005
ID #: PY-DP
CTL.: VAN

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
76450	09/30/22	PUB02	PUBLIC EMPLOYEES	1526.22	C20930	PERS TDMC PP#20
76451	09/30/22	PUB02	PUBLIC EMPLOYEES	1169.67	1C20930	PERS EPMC PP#20
76452	09/30/22	PUB02	PUBLIC EMPLOYEES	4497.20	2C20930	PERS EMPLR CONTRIB PP#20
76460	09/30/22	PER04	CALPERS 457 PLAN	550.00	C20930	EMPLOYER PERS 457 PP#20
76461	09/30/22	PER04	CALPERS 457 PLAN	1150.00	1C20930	EMPLOYEE PERS 457 PP#20
184740	09/30/22	EFT01	EFTPS	4564.60	C20930	FEDERAL WH TAXES PP#20
184741	09/30/22	EFT01	EFTPS	1042.54	1C20930	FICA MEDICARE PP#20
285960	09/30/22	AFL01	AFLAC	371.67	C20930	AFLAC-PRETAX 9/22
285961	09/30/22	AFL01	AFLAC	4.32	1C20930	AFLAC-AFTER TAX 9/22
416960	09/16/22	EMP01	EMPLOYMENT DEVELOP.DEPART	1888.75	C20916	STATE WH TAXES PP#19
416961	09/16/22	EMP01	EMPLOYMENT DEVELOP.DEPART	387.45	1C20916	STATE DISABILITY PP#19
480324	09/30/22	COL03	COLONIAL LIFE & ACCIDENT	336.87	C20930	COLONIAL-PRETAX 9/22
552320	09/02/22	EMP01	EMPLOYMENT DEVELOP.DEPART	1891.60	C20902	STATE WH TAXES PP#18
552321	09/02/22	EMP01	EMPLOYMENT DEVELOP.DEPART	388.27	1C20902	STATE DISABILITY PP#18
719340	09/02/22	EFT01	EFTPS	4485.22	C20902	FEDERAL WH TAXES PP#18
719341	09/02/22	EFT01	EFTPS	37.20	1C20902	FICA SOCIAL SECURITY DR#9
719342	09/02/22	EFT01	EFTPS	1032.34	2C20902	FICA MEDICARE PP#18
777600	09/30/22	EMP01	EMPLOYMENT DEVELOP.DEPART	1945.98	C20930	STATE WH TAXES PP#20
777601	09/30/22	EMP01	EMPLOYMENT DEVELOP.DEPART	370.90	1C20930	STATE DISABILITY PP#20
880900	09/16/22	EFT01	EFTPS	4468.27	C20916	FEDERAL WH TAXES PP#19
880901	09/16/22	EFT01	EFTPS	1021.48	1C20916	FICA MEDICARE PP#19
903800	09/02/22	PUB02	PUBLIC EMPLOYEES	1504.39	C20902	PERS TDMC PP#18
903801	09/02/22	PUB02	PUBLIC EMPLOYEES	1169.67	1C20902	PERS EPMC PP#18
903802	09/02/22	PUB02	PUBLIC EMPLOYEES	4473.07	2C20902	PERS EMPLR CONTRIB PP#18
903810	09/02/22	PER04	CALPERS 457 PLAN	550.00	C20902	EMPLOYER PERS 457 PP#18

REPORT.: Sep 30 22 Friday
 RUN...: Sep 30 22 Time: 12:44
 Run By.: PATTY LECAVALIER

VANDENBERG VILLAGE CSD
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 09-22 thru 09-22 Bank Account.: 13101




PAGE: 006
 ID #: PY-DP
 CTL.: VAN

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
903811	09/02/22	PER04	CALPERS 457 PLAN	1150.00	1C20902	EMPLOYEE PERS 457 PP#18
903833	09/02/22	PUB02	PUBLIC EMPLOYEES	350.00	3C20902	PERS GASB68 RPRT-CLASSIC
903834	09/02/22	PUB02	PUBLIC EMPLOYEES	350.00	4C20902	PERS GASB68 RPRT-PEPRA
995390	09/16/22	PUB02	PUBLIC EMPLOYEES	1507.54	C20916	PERS TDMC PP#19
995391	09/16/22	PUB02	PUBLIC EMPLOYEES	1172.81	1C20916	PERS EPMC PP#19
995392	09/16/22	PUB02	PUBLIC EMPLOYEES	4484.10	2C20916	PERS EMPLR CONTRIB PP#19
995400	09/16/22	PER04	CALPERS 457 PLAN	550.00	C20916	EMPLOYER PERS 457 PP#19
995401	09/16/22	PER04	CALPERS 457 PLAN	1150.00	1C20916	EMPLOYEE PERS 457 PP#19
Cash Account Total.....:				51542.13		
Total Disbursements.....:				51542.13		

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors ITEM: 7B.3

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

DATE: October 4, 2022

SUBJECT: Public Official Reimbursement Report

Recommendation: Review reimbursements for Fiscal Year 2021-22

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 2021-22 reimbursements subject to disclosure:

Date	Individual	Description	Amount
May-22	Allen	CSDA Legislative Days - Mileage, Meal Reimbursement	521.34
Aug-21	Cole	Tri-State Seminar - Meals, Incidental Reimbursement	326.00
Aug-21	Garner, M.	Tri-State Seminar - Meals, Incidental Reimbursement	326.00
Apr-22	Perez	CRWA Expo - meal, incidental reimbursement	214.00
Apr-22	Quinlan	CRWA Expo - meal, incidental reimbursement	214.00
Apr-22	Stassi	Special District Leadership Academy - Mileage, Meal Reimbursement	314.19
		Total	\$1,915.53

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors ITEM: 8.A

FROM: Joe Barget, General Manager 

DATE: October 4, 2022

SUBJECT: Sustainable Groundwater Management Act (SGMA)

Recommendation: Approve the draft multiparty consulting agreement with GSI Water Solutions, Inc., for SGMA related services and authorize the Board President to sign it, provided there are no substantive changes.

Policy Implications:

1. 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.
2. SGMA characterized the Santa Ynez River Valley Groundwater Basin as a *medium-priority* basin.
3. In January 2022, the Groundwater Sustainability Agency (GSA) for the Western Management Area (WMA) of the Santa Ynez River Valley Groundwater Basin adopted a Groundwater Sustainability Plan (GSP) as required by the act.
4. In March 2022, Governor Gavin Newsom signed Executive Order N-7-22 in response to the drought. It prohibits a county, city, or other public agency from approving well permits for new wells or alteration of existing wells in medium- or high-priority basins without first obtaining verification from the GSA that the well:
 - a. Would not be “inconsistent or incompatible” with any sustainable groundwater management program in the GSP; and
 - b. Would not decrease the likelihood of achieving a sustainability goal for the basin.
5. District Ordinance 1.4.1 requires agreements with external agencies to be approved by the Board and signed by the President.

Resource Impacts: The cost of this work will be paid by well applicants in from a \$1,200 application fee which was approved by the WMA GSA at their August 31 meeting.

Alternatives Considered: None.

Discussion: Bill Buelow, Groundwater Program Manager for the Santa Ynez River Water Conservation District, negotiated an agreement with GSA Water Solutions, Inc., to evaluate well permit applications for the three GSA Committees to determine whether to issue a verification letter as required by Executive Order N-7-22.

GSI Water Solutions is an established hydrogeology firm that has performed extensive work, primarily for the EMA, within the Santa Ynez Basin.

The draft agreement is being circulated among the three GSAs in the Santa Ynez Basin. It's a straightforward agreement and no significant changes are expected.

Attachment: DRAFT Agreement for SGMA Related Services

AGREEMENT FOR SGMA RELATED SERVICES

THIS AGREEMENT FOR SGMA RELATED SERVICES (“Agreement”) is made as of the ____ day of September 2022, by and between the Santa Ynez River Water Conservation District (“District”), the City of Lompoc (“City”), the Mission Hills Community Services District (“MHCS D”), and the Vandenberg Village Community Services District (“VVCSD”), on the one hand, and GSI Water Solutions, Inc. (“Consultant”), on the other hand. All of the foregoing parties to this Agreement may be referred to herein collectively as the “Parties” or individually as a “Party.” This Agreement is entered into by and between the Parties with reference to the following facts:

A. The District, City, MHCS D and VVCSD (referred to herein collectively as the “GSA Parties” or individually as a “GSA Party”) are four of the members of the Western Management Area Groundwater Sustainability Agency (“WMA GSA”) pursuant to the January 11, 2017 Memorandum of Agreement for Formation of a Groundwater Sustainability Agency for the Western Management Area in the Santa Ynez River Valley Groundwater Basin under the Sustainable Groundwater Management Act. The Santa Barbara County Water Agency (“Water Agency”) is the fifth member of the WMA GSA. In January 2022, the WMA GSA duly adopted and approved a Groundwater Sustainability Plan (“GSP”) for the WMA in accordance with the Sustainable Groundwater Management Act (“SGMA”).

B. On March 28, 2022, California Governor Gavin Newsom issued Executive Order N-7-22 which, among other things, provides that agencies with well permitting authority, such as the County of Santa Barbara, shall not approve a permit for a new groundwater well or for alteration of an existing well in a basin subject to SGMA and classified as medium or high-priority without first obtaining written verification from the applicable GSA managing the basin or area of the basin where the well is proposed to be located that groundwater extraction by the proposed well (1) would not be inconsistent with any sustainable groundwater management program established in any applicable GSP adopted by that GSA, and (2) would not decrease the likelihood of achieving a sustainability goal for the basin covered by the GSP. The WMA GSA anticipates the possibility that requirements similar to those applicable to GSAs under Executive Order N-7-22 may be imposed through state law.

C. On August 31, 2022, the WMA GSA adopted certain documents as part of a process and framework for the WMA GSA to administer requests for written verifications pursuant to Executive Order N-7-22, wherein such process provides in part that upon the WMA GSA’s receipt of all required documentation, a request for a written verification will be reviewed to initially determine if it can be administered on an expedited basis, where expedited processing may apply to requests relating to water wells located outside a principal groundwater aquifer as defined in the WMA GSP, or to Replacement Wells meeting specified criteria, as defined by EHS and as determined by the WMA GSA, and where requests not subject to expedited review will undergo additional technical review by the WMA GSA to determine if groundwater extraction by the proposed well would be

inconsistent with any sustainable groundwater management program established in the WMA GSP or would decrease the likelihood of achieving a sustainability goal for the basin covered by the GSP, and where such review of requests for written verification would be undertaken by a technical consultant to be retained on behalf of the WMA GSA.

D. Consultant is an independent engineering-consulting firm with extensive experience in the fields of geology, engineering, hydrogeology, and numeric groundwater modeling. Consultant coordinated and worked closely with the consultant who prepared the GSP for the WMA GSA and therefore possesses the appropriate qualifications to provide technical review and support on behalf of the WMA GSA in connection with the GSA's administration of requests for written verifications under Executive Order N-7-22 and similar requirements that may be imposed through state law.

E. The GSA Parties, on behalf of and in coordination with the Water Agency and the WMA GSA, have decided to enter this Agreement with Consultant to perform the services provided for herein for the benefit of the WMA GSA, and Consultant has represented itself as being fully qualified and available to perform the services as described in this Agreement.

NOW, THEREFORE, IT IS AGREED that:

1. SERVICES BY CONSULTANT.

- a. Services. The GSA Parties retain Consultant to perform the services (Services) described in the Scope of Work and Cost Proposal attached hereto as Attachment "A." The GSA Parties will rely upon Consultant for performance and administration of all Services required to be performed under this Agreement. Notwithstanding anything in this Agreement or any of its attachments to the contrary, Consultant shall not hire any subcontractor to perform any of the Services required to be performed under this Agreement without the prior express written consent of the GSA Parties.
- b. Notwithstanding anything in this Agreement to the contrary, Consultant shall not be authorized to undertake any work and shall not be entitled to payment of any fees, costs, or expenses except as set forth in Attachment "A" absent the prior written approval of each of the GSA Parties and related modification to Attachment "A" or this Agreement in accordance with Paragraph 11(j) of this Agreement.
- c. The Consultant's Project Manager is responsible for coordinating the work efforts of Consultant to ensure completion of the Services within the required budget and schedule. Consultant shall designate a Project Manager and key personnel from its staff which shall be approved in writing by each of the GSA Parties, which personnel may be modified from time to time with written consent of the GSA Parties.

- d. Consultant agrees to perform the Services within the designated time frame or schedule described in Attachment "A" or as the Parties may otherwise mutually agree to in writing. Consultant shall diligently perform the obligations and responsibilities, including Services, required by this Agreement applying the degree and standards of skill and care used by other professionals in the same industry.
- e. Additional Services. The GSA Parties, on behalf of the WMA GSA, may determine that additional services by Consultant ("Additional Services") are required during the course of the Agreement; provided, however, that any Additional Services, or any changes in any scope of work, cost, or schedule for any Services or Additional Services provided under this Agreement must receive prior written approval from each of the GSA Parties before any notice to proceed or other approval is provided to Consultant. In the event the GSA Parties request Additional Services, Consultant shall submit a written proposal detailing the Additional Services and cost proposal for the work to be performed. Consultant shall not proceed with any Additional Services until a written notice to proceed is received from the GSA Parties.
- f. Labor and Materials. Consultant shall furnish, at its own expense, all labor, materials, equipment, transportation, and services necessary for the successful completion of the Services. Consultant shall give its complete attention and supervision to the fulfillment of the provisions of this Agreement by its employees and shall be responsible for the timely performance of the Services.
- g. Review. Consultant shall furnish the GSA Parties with reasonable opportunities from time to time to ascertain whether the Services are being performed in accordance with this Agreement. All work products and materials furnished by Consultant shall be subject to final review and approval by the GSA Parties. Reviews and approvals by the GSA Parties as provided in this Paragraph 1(g) shall not relieve Consultant of any of its obligations under this Agreement.

2. TERM. This Agreement shall be effective as of the date of this Agreement and shall continue until the Services are complete, unless terminated earlier as provided in Paragraph 7 or 8 below.

3. COMPENSATION.

- a. Services. Consultant shall be compensated for the Services provided under this Agreement in accordance with the terms and

conditions of Consultant's Proposal and Scope and Cost for Review of New and Replacement Well Applications in the Santa Ynez River Valley Groundwater Basin, Western Management Area dated August 9, 2022, which is included as Attachment "A" to this Agreement, all of which terms and conditions are expressly incorporated as terms and conditions of this Agreement. Said compensation shall be paid monthly, based on Consultant's monthly billings which shall itemize in detail the name of the project to which the work applies, the name of the person doing the work, the hourly rate of the person doing the work, the description of the work performed, and the amount of time spent on the work performed.

- b. Invoices. Within thirty (30) days after the end of each month of the term of this Agreement, Consultant shall submit an invoice to District which shall include all details described in Paragraph 3(a) above. District, on behalf of the GSA Parties and the WMA GSA, shall pay Consultant the amount of each invoice(s) within sixty (60) days of its receipt and verification by the GSA Parties of Consultant's performance, which determination by the GSA Parties shall be binding and conclusive, yet shall not be unreasonably withheld. The District, serving as the primary point of contact will provide direction for the work to the Consultant as agreed by all GSA Parties. The records, invoices, receipts, and other documentation supporting Consultant's invoices shall be available for review by the GSA Parties upon reasonable notice and shall be retained by Consultant for four (4) years after completion of the Services.

All accounting records shall be kept in accordance with generally accepted accounting principles. The GSA Parties shall have the right to audit and review all such documents and records at any time during Consultant's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Consultant shall be subject to the examination and audit of the California State Auditor, at the request of the GSA Parties or as part of any audit of the GSA Parties, for a period of three (3) years after final payment under the Agreement (Govt. Code § 8546.7). Consultant shall participate in any audits and reviews, whether by the GSA Parties or the State, at no charge to the GSA Parties or the WMA GSA.

- c. Taxes/Insurance/Licenses. Consultant shall be solely responsible for the payment of any federal, state, or local income tax, social security tax, workers' compensation insurance, state disability insurance, and any other taxes or insurance which Consultant is responsible for paying as an independent contractor under federal, state, or local law. Consultant shall procure and maintain all licenses

necessary for the performance of the Services, including, without limitation, business licensing, all at the sole cost of Consultant.

- d. Termination. If the Services of Consultant are terminated, in whole or in part, Consultant shall be compensated for all authorized Services performed prior to such termination.

4. INSURANCE.

- a. Comprehensive General Liability. Consultant shall procure and/or maintain in full force and effect during the performance of any Services or Additional Services pursuant to this Agreement, comprehensive general liability and property damage insurance covering Consultant's performance under this Agreement in an amount of not less than Two Million Dollars (\$2,000,000), combined single limit coverage.
- b. Workers' Compensation. Consultant shall procure and/or maintain in full force and effect during the performance of any Services or Additional Services pursuant to this Agreement, workers' compensation insurance covering its employees in Consultant's performance under this Agreement.
- c. Professional Liability. Consultant shall procure and/or maintain in full force and effect during the performance of any Services or Additional Services pursuant to this Agreement, professional liability insurance in an amount not less than One Million Dollars (\$1,000,000) coverage.
- d. General Provisions. Prior to the performance of any Services or Additional Services under this Agreement and at any time thereafter, Consultant shall provide the GSA Parties with Certificates of Insurance evidencing the above coverages and listing each of the GSA Parties and the WMA GSA, as additional insureds. Each Certificate of Insurance shall provide thirty (30) days' advance written notice to the GSA Parties of any change or cancellation of insurance that is required under this Paragraph. The foregoing insurance coverages shall not limit the indemnification obligations of Consultant as set forth in Paragraph 6 below, and the failure by Consultant to maintain said coverages shall constitute a material breach of this Agreement. The insurance provisions of this Agreement shall apply to any of Consultant's subcontractors unless waived or modified in writing by the GSA Parties and other listed insureds as applicable under this Paragraph 4(d).

5. INTERESTS OF CONSULTANT. Consultant represents and warrants to the GSA Parties that it presently has no interests, and covenants that it shall not acquire any interests, direct or indirect, financial or otherwise, which would conflict with the performance of any Services or Additional Services to be provided by Consultant under this Agreement. Consultant further covenants that in the performance of this Agreement, no employee having such an interest shall be employed by Consultant. Consultant certifies that no one who has or will have any financial interest under this Agreement or within Consultant is an officer or employee of any of the GSA Parties.

6. INDEMNIFICATION. Consultant and any of its subcontractors (if any) shall indemnify, defend, and hold harmless each of the GSA Parties, the WMA GSA, and their respective directors, elected officials, officers, employees, consultants, attorneys, agents, and assigns, from and against any and all claims, demands, causes of action, suits, losses, judgments, liabilities, expenses and costs, including, without limitation reasonable attorneys' fees and costs, to the extent caused by negligent errors or omissions, recklessness, or willful misconduct of Consultant, or any of its subcontractors, or any of their respective owners, directors, officers, employees, consultants, attorneys, agents, or assigns in the performance or failure of performance of any professional services pursuant to this Agreement.

Additionally, to the fullest extent permitted by law, Consultant and its subcontractors (if any) shall hold harmless, indemnify, and defend each of the GSA Parties, the WMA GSA, and their respective directors, elected officials, officers, employees, consultants, attorneys, agents, and assigns, from and against any and all claims demands, causes of action, suits, losses, judgments, liabilities, expenses, and costs, including without limitation reasonable attorneys' fees and costs, arising or alleged to have arisen out of injury to any persons, including death, or damage to any property arising or alleged to have arisen from the performance or failure of performance, whether negligent, intentional or otherwise, of any non-design professional services, acts, omissions, or business operation of Consultant, or of any of its subcontractors, or of any of their respective owners, directors, officers, employees, consultants, attorneys, agents, or assigns, pursuant to this Agreement.

7. TERMINATION.

- a. Termination Without Cause. Either the GSA Parties or Consultant may terminate this Agreement for any reason by giving at least fifteen (15) days prior written notice of such termination; provided, however, that any termination decision by the GSA Parties pursuant to this Paragraph 7(a) must receive prior written consent from each of the GSA Parties, which consent shall not be unreasonably withheld. Such termination shall not relieve the GSA Parties from responsibility for payment for authorized Services rendered by Consultant prior to the effective date of termination.

- b. Termination With Cause. The GSA Parties may terminate this Agreement with cause, effective immediately upon written notice of such termination to Consultant, based upon the occurrence of any of the following events: the material breach of this Agreement by Consultant; the failure of Consultant to substantially comply with any applicable federal, state, or local law or regulation; the filing by or against Consultant of any petition under any law for the relief of debtors; or the filing of a criminal complaint against Consultant for any crime, other than minor traffic offenses; provided, however, that any termination decision by the GSA Parties pursuant to this Paragraph 7(b) must receive prior written consent from each of the GSA Parties, which consent shall not be unreasonably withheld.

- c. Completed Work. In the event of termination under Paragraph 7(a) or 7(b) above, Consultant shall promptly surrender to the GSA Parties all completed work and work in progress and all materials, records, and notes developed, procured, or produced pursuant to this Agreement. Consultant may retain copies of such work product as a part of its record of professional activity.

8. WITHDRAWAL. Any GSA Party may unilaterally withdraw from this Agreement, with or without cause, by providing at least fifteen (15) days written notice to the other GSA Parties. Upon withdrawal by a GSA Party, this Agreement shall remain in full force and effect for the remaining GSA Parties and Consultant.

9. REPORTS AND DOCUMENTS. All materials or documents prepared or used to prepare Consultant's work product under this Agreement ("Consultant's Work Product") shall be the shared property of the GSA Parties and shall be turned over to the GSA Parties upon completion or termination of this Agreement. The GSA Parties may use, duplicate, disclose and/or disseminate, in whole or in part, in any manner they collectively deem appropriate, Consultant's Work Product.

10. CONFIDENTIAL AND PRIVILEGED INFORMATION. During the term of this Agreement and thereafter, Consultant shall not, directly or indirectly, use, exploit, disclose or divulge to anyone, except authorized representatives of the GSA Parties, any of Consultant's Work Product that is designated as confidential and privileged by the GSA Parties. Consultant shall comply with any applicable confidentiality agreements with respect to any confidential and privileged information provided to Consultant.

11. GENERAL PROVISIONS.

- a. Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or

certified, return receipt requested, postage prepaid, and properly addressed as follows:

- To District: General Manager
Santa Ynez River Water Conservation District
P.O. Box 719 (3669 Sagunto Street, Suite 101)
Santa Ynez, CA 93460
(805) 693-1156
- To City: City Manager
City of Lompoc
100 Civic Center Plaza
Lompoc, CA 93436
(805) 736-1261
- To MHCS D: General Manager
Mission Hills Community Services District
1550 Burton Mesa Blvd.
Lompoc, CA 93436
(805) 733-4366
- To VVCS D: General Manager
Vandenberg Village Community Services District
3745 Constellation Road
Lompoc, CA 93436
(805) 733-2475
- To Consultant: Jeff Barry, Principal
GSI Water Solutions, Inc.
5855 Capistrano Avenue, Suite C
Atascadero, CA 93422
(805) 895-3956

Any Party may change their address for the purpose of this paragraph by giving the other Parties written notice of the new address in the above manner.

- b. Independent Contractor. The Parties, in the performance of this Agreement, will be acting in an independent contractor relationship and not as agents, employees, partners, or joint venturers of one another. It is the express intention of the Parties that Consultant is an independent contractor and not the employee of any of the GSA Parties, that the employees of Consultant are not employees of any of the GSA Parties and are not entitled to any of the rights, benefits, or privileges attributable to employees of any of the GSA Parties. Consultant shall have the control of the means, methods, and details of performing its work under this Agreement and shall only be subject

to the general direction and supervision of the GSA Parties to ensure the results contracted for are achieved.

- c. Labor Code Compliance and other Requirements. Consultant shall abide by all applicable federal and California laws, regulations, and requirements regarding wages.

Consultant shall defend, indemnify, and hold harmless each of the GSA Parties, the WMA GSA, and each of their respective directors, elected officials, officers, employees, consultants, attorneys, agents, and assigns, from and against any and all claims, suits, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs in defense thereof, that are brought by, or due to, employees of Consultant or employees of any Consultant's subcontractors, including but not limited to wages, overtime compensation, or other payments due to any such employees under this Agreement.

- d. Assignment. This Agreement shall not be assigned by Consultant to any third party without the prior written consent of each of the GSA Parties, which consent shall not be unreasonably withheld. Any attempted assignment without said required approvals shall be voidable at the option of the GSA Parties.
- e. Waiver. No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.
- f. Construction of Terms. All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against any of the Parties. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired, or invalidated. In the event of such invalidity, voidness, or unenforceability, the Parties agree to enter into supplemental agreements to effectuate the intent of the Parties and the purposes of this Agreement.
- g. Controlling Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California, with venue for any litigation related to this Agreement proper only in the County of Santa Barbara, State of California or, if properly filed in federal court, the federal court closest to the County of Santa Barbara.

- h. Authorization. Each Party represents and warrants that the individual(s) executing this Agreement and other documents under this Agreement on behalf of that Party has the capacity and has been duly authorized to execute said document(s) on behalf of the Party indicated.
- i. Entire Agreement. This Agreement and any amendments hereto entered in accordance with this Agreement constitute the entire agreement between the Parties pertaining to the Services or Additional Services and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties. In accordance with Paragraph 1, above, this Agreement and any attachments thereof may be altered, amended, or modified only by a supplemental writing executed by the Parties to this Agreement and by no other means. Each Party waives their future right to claim, contest, or assert that this Agreement was modified, cancelled, superseded, or changed by any oral agreement, course of conduct, waiver, or estoppel.
- j. This Agreement is a separate independent contract for the purposes set forth herein and this Agreement does not replace or supersede any prior, existing, or future contract(s) between Consultant and any of the GSA Parties.
- k. Nothing in this Agreement is intended or shall be construed as creating third party beneficiaries or third party standing, except as to the rights and benefits recognized herein with regard to the WMA GSA, which is a third party beneficiary of this Agreement and has third party standing with regard to its respective rights and benefits conferred by this Agreement.
- l. This Agreement may be executed in counterparts.
- m. Consultant certifies that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, county, or local government contracts. Consultant certifies that it shall not contract with any subcontractor that is so debarred or suspended.

[Signatures on Following Page]

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

**SANTA YNEZ RIVER WATER
CONSERVATION DISTRICT**

CITY OF LOMPOC

By: _____
Kevin Walsh
General Manager

By: _____
Dean Albro
City Manager

**MISSION HILLS COMMUNITY
SERVICES DISTRICT**

**VANDENBERG VILLAGE
COMMUNITY SERVICES DISTRICT**

By: _____
Brad Hagemann
General Manager

By: _____
Joe Barget
General Manager



GSI WATER SOLUTIONS, INC.

By: _____
Jeff Barry
Principal

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors ITEM: 8.B

FROM: Joe Barget, General Manager 
Mike Garner, Operations & Maintenance Manager 

DATE: October 4, 2022

SUBJECT: Iron & Manganese Filter

Recommendation: Accept a \$6,500 quote from Pureflow Filtration Division to perform a pilot study on the iron & manganese filter and authorize the General Manager to sign it.

Policy Implications:

- VVCSD Code of Ordinances § 1.1.1.1 authorizes the General Manager to solicit proposals and negotiate professional and special services without Board Approval provided funds have been budgeted and are available.
- Funds were not specifically included in this year's budget for this work.
- The US Environmental Protection Agency (EPA) and the state of California adopted secondary drinking water standards for iron and manganese.

Resource Impacts: The Fiscal Year 2022-23 Water Operating Budget contains \$5,000 for a routine filter inspection. Staff recommends using the funds for the pilot study instead. This would exceed the Contract Services-Filter budget line item by \$1,500.

Alternatives Considered: Consider the project as a candidate for next year's budget.

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 February 18, 2020, and the maximum contaminant level (MCL):

Source	Iron	Manganese
Well 1B	Not Detected	0.22
Well 3A	0.30	0.12
Well 3B	0.94	0.12
MCL	0.30	0.05

In 1979 Park Water Company purchased and installed the Filtronics FH-1 iron & manganese filter containing a proprietary media. During early years of operation, a lot of the media was lost during backwash cycles powered by a 25-horsepower pump with 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 raw water tank 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.

On September 13, Pat Kennedy, Mike Kennedy, and Archie MacDonald from Pureflow visited the District to review filter operations with Mike Garner, Jeff Cole, and Joe Barget. 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. Mr. Kennedy indicated that, over time, experience showed this method was unnecessary for groundwater, like ours, which contains no

organics. The team from Pureflow believes our filter system could be optimized by reducing the sodium hypochlorite dosage and eliminating the sodium bisulfite altogether. This may be confirmed by performing a stoichiometric analysis of the water from each well and conducting a pilot study. District staff requested and received the attached \$6,500 quote from Pureflow. The study will evaluate the existing sand media and two Pureflow medias and confirm that any increase in arsenic levels in Well 3B can be treated to acceptable levels. Well 3B contains 6.7 parts per billion (ppb) of arsenic which is below the MCL of 10 ppb. Well 1B and Well 3A contains no arsenic.

Chemical Usage for FY 2021-22				
Chemical	Quantity (gallons)	Total Cost	Average Cost (per gallon)	Current Cost (per gallon)
Sodium Hypochlorite	49,520	\$62,389	\$1.26	\$2.21
Sodium Bisulfite	4,675	\$13,049	\$2.80	\$3.25

The pilot study could lead to three significant benefits: reducing chemical expenses, eliminating unnecessary equipment, and simplifying operations.

Staff recommends accepting the quote and performing the pilot study.

Attachments:

1. Pureflow Quote P2209045 Rev 1, dated September 27, 2022
2. Mobile Pilot Filter Laboratory, dated 04/21



PUREFLOW FILTRATION DIV.
6739 Washington Ave., P.O. Box 469, Whittier, Ca 90608-0469
(800) 926-3426 / (562) 945-3425
info@waterbypureflow.com * www.waterbypureflow.com

QUOTATION

PAGE: 1 of 2

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

DATE: September 27, 2022

ATTENTION: Joe Barget

QUOTE NO.: P2209045 Rev. 1

OFFICE: 805.733.3417

SUBJECT: Pureflow Iron and Manganese
Removal Field Pilot Study

EMAIL: jbarget@vvcasd.org

REFERENCE: Filter System Optimization Project

WE ARE PLEASED TO OFFER OUR QUOTATION ON THE FOLLOWING

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	LOT	Pureflow Filtration Div. field pilot study to determine the feasibility of eliminating the following: <ul style="list-style-type: none"> • Two existing chlorine and sodium bisulfite reaction vessels • Sodium bisulfite feed 		
2	2	Pureflow field service personnel to conduct a breakpoint chlorine curve to determine required chlorine dosage rate.		
3	LOT	Pureflow Mobile Filter Laboratory including 6" I.D. pilot filter columns, chemical feed pumps, instrumentations, field water quality test equipment and test reagents for iron, manganese, free and total chlorine.		
4	LOT	Field Pilot Study test report and recommendations to improve the operation of the existing filter system.		

TOTAL PRICE INCLUDING PORTAL TO PORTAL EXPENSES \$ 6,500.00

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

PROGRESS PAYMENT TERMS: 50% with P.O.,
50% upon delivery of pilot study report

APPROX. DATE OF SHIPMENT: T.B.D.

EST. SHIPPING WEIGHT: NA

F.O.B.: Whittier, CA

PUREFLOW FILTRATION DIV.

By: Archie A. MacDonald

Archie A. MacDonald

Please sign and return original copy.

Retain duplicate copy for your records.

ACCEPTED BY: _____

Title

Date

IMPORTANT

- Prices specified herein are exclusive of all taxes unless specifically noted.
- This proposal is subject to all terms and conditions printed on face and reverse side.

ORIGINAL-PLEASE SIGN AND RETURN

Pureflow Filtration Div.

CLIENT: Vandenberg Village C.S.D.

PAGE: 2 of 2

REFERENCE: Filter System Optimization

DATE: Sept. 27, 2022

QUOTATION NO.: P2209045 Rev. 1

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED
Optimization Areas of Examination				
1)		Chlorination dosage, currently chlorine is overdosed. Determine chlorine breakout curve, confirm proper dosage.		
2)		Confirm the elimination of sodium bisulfite. This chemical may not be required.		
3)		Pureflow will optimize the most effective backwash rate for the existing media.		
4)		Pureflow will test three medias: <ul style="list-style-type: none">● Existing sand● And two other Pureflow medias		
5)		Well 3B reports arsenic of 6.7 µg / L. <ul style="list-style-type: none">● Pureflow will confirm that if arsenic increase in this well, it can be treated to an acceptable value.		

**PUREFLOW FILTRATION DIV.
 QUOTATION
 STANDARD TERMS AND CONDITIONS OF SALE**

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 OR 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.



6739 Washington Avenue, Whittier, CA 90601
 (800) 926-3426 (562) 945-3425
 e-mail: info@waterbypureflow.com
 website: www.waterbypureflow.com

MOBILE PILOT FILTER LABORATORY

Field pilot filter testing is necessary to verify the treatability of raw water, to predict the performance of a full scale water treatment plant and to optimize its efficiency. Raw water quality can vary significantly, and since such variability will affect contaminant removal efficiency, field pilot testing of the proposed treatment system is strongly recommended. Pureflow Filtration has designed and outfitted a 20' x 8' x 8' mobile pilot filter laboratory to provide our clients and consulting engineers with an automated pilot filter / water treatment system that can test multiple treatment schemes simultaneously. Along with protection from the elements, the system will provide the treatment and water quality monitoring equipment necessary for the professional and reliable acquisition of raw and filtered water quality data.



MOBILE LABORATORY DESIGN FEATURES

- Fully automated PLC based control panel
- Four (4), six (6) inch I.D. filter columns
- Electrically actuated valves
- Four (4) chemical feed systems
- In-line static mixers
- Backwash water supply storage tank
- Backwash water reclaim storage tank
- Ample counter space for performing tests
- Flow control valves for each filter column
- Flowmeters for each filter column
- On-line water quality monitors available: pH, turbidity, ORP, and chlorine
- Laboratory analytical instruments
- Fully automated for 24 hrs. / day operation
- Simultaneous testing of up to four (4) media
- Air conditioned (20' x 8' x 8')

THE SYSTEM AND HOW IT WORKS

The Pureflow Filtration Division Mobile Pilot Filter Laboratory contains four (4), six (6) inch I.D. by six (6) feet high pilot filter columns. Each column has five (5) electrically actuated valves that are controlled by a PLC based control panel, allowing the filters to operate 24 hrs. / day.

Functions also include automated backwashing and chemical pretreatment. The four (4) pilot filters can be loaded with identical media, with different pretreatment schemes, or they can be loaded with different media with different pretreatment schemes. On-line instrumentation including pH, ORP, turbidity and chlorine analyzers can be provided as required. Four (4) chemical storage tanks are installed (for oxidant, acid, caustic or coagulant feed) with multiple chemical metering pumps to provide required pretreatment. Each system also includes in-line static mixers and pre - / post - filter sample taps. Centrifugal pumps, water tanks for backwash supply and backwash water reclaim, are also included. The Mobile Pilot Filter Laboratory also includes the bench top instruments necessary for testing raw and filtered water quality.




The Pureflow Filtration Division Mobile Pilot Filter Laboratory is delivered and set up at a job site by Pureflow field personnel. Pilot testing can then be performed by Pureflow Filtration Division field personnel, an independent consulting engineer, and / or the clients' personnel.

LOCAL REPRESENTATIVE

PUREFLOW FILTRATION Division
 6739 Washington Avenue, Whittier, CA 90601
 (562) 945-3425 Toll Free (800) 926-3426
 e-mail: info@waterbypureflow.com website: www.waterbypureflow.com

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors ITEM: 8.C
FROM: Joe Barget, General Manager 
DATE: October 4, 2022
SUBJECT: Capital Improvement Plan

Recommendations:

- Review and discuss the attached 20-year capital improvement plan.
- Consider referring the plan to the Water/Wastewater or Finance/Budget Committee for review.
- Provide guidance or direction to staff.

Policy Implications:

- California Government Code § 61110 requires the Board to adopt an annual (or biennial) budget before September 1.
- California Government Code § 61115 allows the Board to establish rates or other charges for services and facilities that the district provides.
- District Ordinance § 1.6.5 establishes a \$5,000 threshold for capital assets.
- A Capital Improvement Plan is an important financial tool for developing annual budgets, establishing rates and charges, and charting the future direction for the District.

Resource Impacts:

- The District is strictly an enterprise district with two enterprise funds: water and wastewater.
- The District does not receive any property tax, special tax, assessment, or general fund revenue. Other than modest non-operating revenue, interest on investments, and an occasional grant, rates and charges are the only sources of revenue.

Resource Impacts (continued):

- Capital projects are funded from capital reserves. As of June 30, 2022, the District had the following capital reserve balances:
 - Water Fund – **\$975,000**
 - Wastewater Fund – **\$6.1 million** (the Floradale Sewer Relocation Project will reduce reserves by \$2.5 million)
- Estimated funds required to accomplish this capital improvement plan:

Fund	First 10 Years	All 20 Years
Water	\$7.4 million	\$14.8 million
Wastewater	\$2.9 million	\$35.4 million
Total	\$10.3 million	\$50.2 million

Alternatives Considered: A 5-year, 10-year, or 15-year plan.

Discussion: The District has never had a “capital improvement plan.” Strategic plans adopted in 1996 and 2005 contained goals for accomplishing many, but not all, contemplated capital projects.

The village boundary is constrained on three sides by the Burton Mesa Ecologic Reserve, and on the fourth side by Vandenberg Space Force Base. The community is nearly built out. For these reasons, VVCSD does not face any significant growth. The District is now in a mode of maintaining, replacing, and improving capital assets. Most future capital expenses are foreseeable and predictable.

The following assumptions were used in developing this plan:

- The Lompoc Regional Wastewater Reclamation Plant (LRWRP) will require a major upgrade project again near the end of the District’s 35-year agreement with Lompoc. The District’s share of the 2009 LRWRP Upgrade Project was \$20 million. A \$30 million project in FY 2042-43 was assumed for this plan.

- Wells – rehabilitate every 6 years, replace bowls every other time
- Wells – replace at 50 years, \$2.5 million in today's dollars
- Water meters – replace every 20 years
- Pumps and motors – rehabilitate every 7 years
- Pickup trucks – replace every 7 years
- Generators – replace every 20 years
- Lift stations – replace every 20 years

The two most expensive projects in the plan and ones that have some room for adjustment are:

- Pavement rehabilitation – \$2.1 million, FY 2025-26
- Well replacement – \$3.0 million, FY 2027-28

Pavement at Site 5 and the District office is in decent shape, but it will soon require maintenance and repairs. The pavement on the access road and within Sites 1 & 3 is over 50 years old, in poor condition, and should be replaced in the next 3-5 years.

The District's oldest well, Well 3A, will turn 50 in 2027. It may not need to be replaced then but it will not last forever. Wells 1B and 3B will turn 50 in 2035 and 2037, respectively.

In developing any capital improvement plan one of the most important assumptions is a rate of inflation. Since 1982 the United States has enjoyed a long period of relatively low inflation. It was less than 5% every year except 1991. That came to a screeching halt in 2021. Hopefully, Federal Reserve interest rate hikes will throw inflation in reverse but only time will tell.

An annual rate of inflation of 4.00% was assumed for this plan.

Attachments:

1. 20-Year Capital Improvement Plan (WATER)
2. 20-Year Capital Improvement Plan (WASTEWATER)
3. 20-Year Capital Improvement Plan (COMBINED)

20-Year Capital Improvement Plan (WATER)

Vandenberg Village CSD

Description	Fiscal Year																			
	23-24	24-25	25-26	26-27	27-28	28-29	29-30	30-31	31-32	32-33	33-34	34-35	35-36	36-37	37-38	38-39	39-40	40-41	41-42	42-43
Wells																				
1B (100 hp)	\$28,000	-	-	-	-	-	\$89,000	-	-	-	-	-	\$44,000	-	-	-	-	-	\$143,000	-
3A (150 hp)	-	-	-	-	\$83,000	-	-	-	-	-	\$41,000	-	-	-	-	-	\$132,000	-	-	-
3B (100 hp)	-	-	\$30,000	-	-	-	-	-	\$97,000	-	-	-	-	-	\$47,000	-	-	-	-	-
Replacement Wells	-	-	-	-	\$3,042,000	-	-	-	-	-	-	-	\$4,163,000	-	-	-	-	-	-	-
Iron & Manganese Filter																				
Inspect	-	-	\$6,000	-	-	-	-	-	-	-	-	-	\$11,000	-	-	-	-	-	-	-
Replace Media	-	-	-	\$75,000	-	-	-	-	-	-	-	-	-	\$112,000	-	-	-	-	-	-
Filter Pump (25 hp)	-	-	\$10,000	-	-	-	-	-	-	\$14,000	-	-	-	-	-	-	\$18,000	-	-	-
Booster Station 1 Pumps																				
1 (75 hp)	-	\$10,000	-	-	-	-	-	-	\$14,000	-	-	-	-	-	-	\$18,000	-	-	-	-
2 (75 hp)	-	\$10,000	-	-	-	-	-	-	\$14,000	-	-	-	-	-	-	\$18,000	-	-	-	-
3 (100 hp)	-	\$10,000	-	-	-	-	-	-	\$14,000	-	-	-	-	-	-	\$18,000	-	-	-	-
Booster Stations 4 & 5																				
Booster Station 4 (25 hp)	-	-	-	-	-	\$7,000	-	-	-	-	-	-	\$9,000	-	-	-	-	-	-	-
Booster Station 5 (25 hp)	\$6,000	-	-	-	-	-	-	\$8,000	-	-	-	-	-	\$10,000	-	-	-	-	-	-
Water Tanks																				
Inspections	-	\$16,000	-	-	\$18,000	-	-	\$20,000	-	-	\$23,000	-	-	\$26,000	-	-	\$29,000	-	-	-
Tank 1 (300,000 gal)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tank 3 (500,000 gal)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tank 5A (1,000,000 gal)	-	-	-	-	-	-	\$183,000	-	-	-	-	-	-	-	-	-	-	-	-	-
Tank 5B (1,000,000 gal)	-	\$150,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other																				
Valve Truck	-	-	-	-	-	-	-	-	-	-	\$455,000	-	-	-	-	-	-	-	-	-
Generator	-	-	-	-	-	\$200,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Water Meters (2,600 total)	-	-	-	-	-	-	-	-	-	\$750,000	-	-	-	-	-	-	-	-	-	-
Hydrants (201 total)	-	\$125,000	-	-	\$141,000	-	-	\$159,000	-	-	\$178,000	-	-	\$201,000	-	-	\$226,000	-	-	-
Valves (518 total)	-	-	\$125,000	-	-	\$141,000	-	-	\$159,000	-	-	\$178,000	-	-	\$201,000	-	-	\$226,000	\$235,000	\$244,000
Air/Vac Valves (23 total)	-	-	-	-	-	-	-	-	-	-	-	-	\$25,000	-	-	-	-	-	-	-
Lab Equipment	\$25,000	-	-	-	-	-	-	-	-	-	\$38,000	-	-	-	-	-	-	-	-	-
Pavement (Site 3)	-	-	\$200,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pavement (Site 5)	-	-	\$60,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Combined (50%)	\$0	\$25,000	\$981,000	\$0	\$111,000	\$30,000	\$31,000	\$7,000	\$131,000	\$27,000	\$77,000	\$37,000	\$47,000	\$40,000	\$0	\$44,000	\$36,000	\$10,000	\$0	\$51,000
Total	\$59,000	\$346,000	\$1,412,000	\$75,000	\$3,395,000	\$378,000	\$303,000	\$194,000	\$429,000	\$791,000	\$812,000	\$215,000	\$4,299,000	\$389,000	\$248,000	\$98,000	\$441,000	\$236,000	\$378,000	\$295,000

Inflation: 4.00%

\$7,382,000 \$7,411,000

20-Year Capital Improvement Plan (WASTEWATER)

Vandenberg Village CSD

Description	Fiscal Year																			
	23-24	24-25	25-26	26-27	27-28	28-29	29-30	30-31	31-32	32-33	33-34	34-35	35-36	36-37	37-38	38-39	39-40	40-41	41-42	42-43
LRWRP	\$183,000	\$71,000	\$71,000	\$17,000	\$17,000	\$64,000	\$66,000	\$69,000	\$72,000	\$75,000	\$77,000	\$81,000	\$84,000	\$87,000	\$91,000	\$94,000	\$98,000	\$102,000	\$106,000	\$30,000,000
Interceptor	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lift Stations																				
1	-	-	-	-	-	-	-	-	-	-	\$139,000	-	-	-	-	-	-	-	-	-
2	-	-	-	-	-	-	-	-	-	-	-	-	-	\$112,000	-	-	-	-	-	-
3	-	-	-	-	-	-	-	-	\$112,000	-	-	-	-	-	-	-	-	-	-	-
4	-	-	-	-	-	-	-	-	\$112,000	-	-	-	-	-	-	-	-	-	-	-
Manholes (546 total)	-	-	-	\$50,000	-	-	-	-	\$61,000	-	-	-	-	\$75,000	-	-	-	-	-	-
Sewer Mains (31 miles)	-	-	-	\$200,000	-	-	-	-	\$244,000	-	-	-	-	\$297,000	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sewer Jetter	-	-	-	-	-	-	-	-	-	-	-	\$114,000	-	-	-	-	-	-	-	-
Camera Van	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$504,000	-	-
Generator LS #1	-	-	-	-	-	\$60,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Generator Portable	-	-	-	-	-	\$42,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Combined (50%)	\$0	\$25,000	\$981,000	\$0	\$111,000	\$30,000	\$31,000	\$7,000	\$131,000	\$27,000	\$77,000	\$37,000	\$47,000	\$40,000	\$0	\$44,000	\$36,000	\$10,000	\$0	\$51,000
Total	\$183,000	\$96,000	\$1,052,000	\$267,000	\$128,000	\$196,000	\$97,000	\$76,000	\$732,000	\$102,000	\$293,000	\$232,000	\$131,000	\$611,000	\$91,000	\$138,000	\$134,000	\$616,000	\$106,000	\$30,051,000

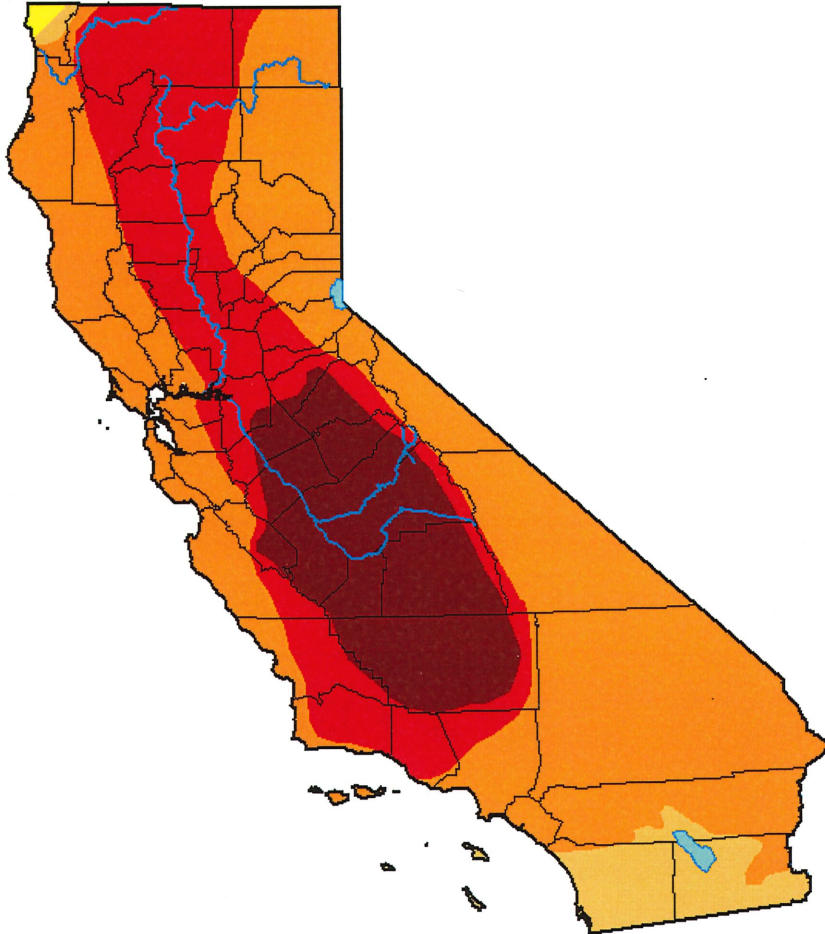
2,929,000.000 32,403,000.000

20-Year Capital Improvement Plan (COMBINED)

Vandenberg Village CSD

Description	Fiscal Year																			
	23-24	24-25	25-26	26-27	27-28	28-29	29-30	30-31	31-32	32-33	33-34	34-35	35-36	36-37	37-38	38-39	39-40	40-41	41-42	42-43
Vehicles																				
Pickup Trucks F150 (3)	-	\$50,000	-	-	-	\$59,000	\$61,000	-	\$66,000	-	-	-	\$77,000	\$80,000	-	\$87,000	-	-	-	\$101,000
Pickup Truck F250	-	-	-	-	\$55,000	-	-	-	-	-	-	\$73,000	-	-	-	-	-	-	-	-
Dump Truck F-650	-	-	-	-	-	-	-	-	-	-	\$153,000	-	-	-	-	-	-	-	-	-
Backhoe	-	-	-	-	\$166,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Utility Task Vehicle	-	-	-	-	-	-	-	-	\$28,000	-	-	-	-	-	-	-	-	-	-	-
Sedan	-	-	\$41,000	-	-	-	-	-	-	\$54,000	-	-	-	-	-	-	\$71,000	-	-	-
Equipment																				
SCADA System	-	-	-	-	-	-	-	-	\$168,000	-	-	-	-	-	-	-	-	-	-	-
Copy Machine	-	-	\$11,000	-	-	-	-	\$14,000	-	-	-	-	\$17,000	-	-	-	-	\$20,000	-	-
Pavement																				
Site 1 & Access Road	-	-	\$1,800,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
District Office Parking Lot	-	-	\$110,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	\$0	\$50,000	\$1,962,000	\$0	\$221,000	\$59,000	\$61,000	\$14,000	\$262,000	\$54,000	\$153,000	\$73,000	\$94,000	\$80,000	\$0	\$87,000	\$71,000	\$20,000	\$0	\$101,000

U.S. Drought Monitor California



September 27, 2022
(Released Thursday, Sep. 29, 2022)
Valid 8 a.m. EDT

Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	0.00	100.00	99.76	94.01	40.91	16.57
Last Week 09-20-2022	0.00	100.00	99.76	94.06	40.91	16.57
3 Months Ago 06-26-2022	0.00	100.00	99.79	97.48	59.81	11.59
Start of Calendar Year 01-04-2022	0.00	100.00	99.30	67.62	16.60	0.84
Start of Water Year 09-28-2021	0.00	100.00	100.00	93.93	87.88	45.66
One Year Ago 09-28-2021	0.00	100.00	100.00	93.93	87.88	45.66

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>

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