

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

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



"Pride in Community Service"

<http://vvcasd.org>
info@vvcasd.org

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 [California Government Code § 54954](#).

Regular Board Meeting

AGENDA

Tuesday, May 7, 2024

7:00 p.m.

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

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

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

5. OPERATIONS REPORT
6. ADMINISTRATION REPORT
7. CONSENT CALENDAR
 - A. Minutes of the Regular Meeting on April 2, 2024 page 1
 - B. Treasurer Report
 - (1) Monthly Financials page 11

(2) Disbursements through April 30, 2024	page 23
(3) Schedule of Investments.....	page 29
C. Water Pumped vs Sold, 12 months	page 31
8. ACTION ITEMS	
A. Water Conservation Program: Consider adding a rebate for Flume Smart Home Water Monitors to the Water Conservation Program	page 33
B. Workplace Violence Prevention Plan: Consider approving a revision to the District’s Injury and Illness Prevention Program.....	page 61
C. Floradale Bridge: Receive an update on the Floradale Bridge Interceptor Sewer Siphon project.....	page 79
D. H.R. 7525 Letter of Support: Consider approving a letter to Representative Carbajal in support of H.R. 7525	page 97
E. Initiative 1935: Consider adopting Resolution 230-24 opposing Initiative 1935	page 103
9. REPORTS	
A. Committees	
B. District Representatives to External Agencies	
C. Board President	
D. General Manager	
10. INFORMATIONAL CORRESPONDENCE	
A. US Drought Monitor: California, April 30, 2024	page 115
B. Lompoc Regional Wastewater Reclamation Plant Loading Report, FY 22-23.....	page 117
C. SWRCB Water and Wastewater Arrearage Payment Program Certification Form, April 18, 2024	page 119

- D. AWWA Advisory: LIHWAP legislation, April 16, 2024 page 121
- E. CSDA Take Action Brief, April 2024..... page 123
- F. California Financing Coordinating Committee Spring 2024 Funding Fair page 129

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

12. ADJOURN

Notice Regarding Public Participation: For those who are unable to attend the meeting in person or electronically but who wish to provide public comment on matters that are within the jurisdiction of the District, please submit any comments and written materials to the District in person or via electronic mail at administration@vvcasd.org. All submittals should indicate the board meeting date and agenda item number. Materials received by the District during and before the meeting will become part of the minutes and will be made available to the public under the Public Records Act.

This agenda was posted on the District website at <https://vvcasd.org> and 3745 Constellation Road, Vandenberg Village, California and notice was delivered under Government Code § 54950 et seq. This Agenda contains a brief general description of each item to be considered. The Board reserves the right to change the order in which items are heard. The full board package with staff reports and other written documentation is available on the District’s website at <https://vvcasd.org>. If you need reasonable accommodation due to a disability, please contact the Board Secretary 24 hours before the meeting at (805) 733-2475.

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

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MINUTES Regular Meeting

April 2, 2024

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

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

OTHERS PRESENT

General Manager Cynthia Allen, Operations & Maintenance (O&M) Manager Mike Garner, Financial Services (FS) Manager Patricia LeCavalier, Service Person Jeff Cole, and Mission Hills CSD Administrative Services Manager Carol Reynolds.

3. ADDITIONS AND DELETIONS TO THE AGENDA - None

4. PUBLIC FORUM

Vice President Stassi invited public comments and there were none.

5. OPERATIONS REPORT

O&M Manager Garner reported the District pumped 25.6 million gallons of water in March with an average daily demand of 827,000 gallons. This is 30 percent more than last year.

There was 3.75 inches of rain in March. The calendar year total is 13.78 inches.

The District's well levels for March were 1B-141', 3A-134', and 3B-135'.

The Well 1B installation will be completed and will be back online tomorrow. Jeff Cole and the field crew have installed the second analyzer in the lab which is connected to SCADA.

The Districts new SCADA integrator Eddie Bramasco has reviewed the existing program and is writing a new script. He will have Site 1 SCADA ready for testing in about two weeks.

O&M Manager Garner and the field crew were invited to attend the Miguelito Elementary School Science Fair. Customer Service Representative Brianna Jennings and Intern Eva Stoyos also went to participate. Staff showed students and parents where VVCS D gets water from and tested water samples while Jeff Cole showed a video of Well 3A.

The field crew had two service line repairs and installed six commercial meters in March. There were no sanitary sewer overflows to report.

To conclude his report, O&M Manager Garner said on March 14 Ben Quinlan celebrated his 2nd anniversary and on March 20 Steph Garner celebrated 23 years with the District. Staff hired Avery Griffith on March 27 as a permanent employee and next week applications will be reviewed to hire a temporary field crew service person. Lastly, the O&M Manager announced his last day of work as May 10th and Jeff Cole will be the new O&M Manager.

6. ADMINISTRATION REPORT

FS Manager LeCavalier reported that \$2 million from the Santa Barbara County Treasury was transferred to the California CLASS (CLASS) investment accounts. There was also \$125,000 transferred from Mechanics Bank to the CLASS account for Water Conservation Funds.

The CLASS accounts are currently earning 5.4% interest and the Mechanics Bank Money Market account 4.3%. LAIF is earning about 4.1% and at the end of the quarter, we will see how much Santa Barbara County Treasury is earning.

The District received grant funds for the January 2023 storm damage and customer COVID arrearages.

Oak Hill Partners paid the capacity charges and conservation fees for two homes on Oak Hill Drive. There are three homes left to connect to the system.

To conclude her report FS Manager LeCavalier said O&M Manager Garner's last day with the District will be May 10 after 39½ years. He will retire from VVCS D and start May 13th with Mission Hills CSD as their new General Manager. Also, Administrative Assistant/Board Secretary Garner gave her official notice this afternoon to retire on June 28 after 23 years with the District.

7. CONSENT CALENDAR

A. Minutes from the Regular Meeting on March 5, 2024

Director Gonzales read an amendment from Board Secretary Garner to be added to Item 8. B of the minutes.

Motion by Director Gonzales, seconded by Director Brooks to accept the amended minutes.

Roll Call Vote:

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

B. Treasurer Report

1) Monthly Financials

2) Disbursements through March 31, 2024

C. Water Pumped vs. Sold, 12 Months

Motion by Director Gonzales, seconded by Director Heuring to accept the Treasurer Report and Water Pumped vs. Sold, 12 Months

Roll Call Vote:

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

8. ACTION ITEM

A. [Public Hearing] Capital Budgets Opened 7:25 p.m. Closed 8:00 p.m.

Director Gonzales said the Finance/Budget Committee met and was making tonight's recommendation from the information given at the meeting. The dollar amount presented in the board package is different from what was discussed at the committee meeting. During the Finance/Budget Committee meeting the total cost of the Floradale Bridge Project was \$1,750,000. General Manager Allen said it was changed to \$2,250,000 for transparency purposes. Director Gonzales requested another committee meeting to iron out the numbers. General Manager Allen clarified the increase for the carport project was a contingency to include batteries for the solar panels. General Manager Allen said the carport project was to be on the budget in 2021. The previous general manager pulled the project before the Finance/Budget Committee meeting.

Director Bumpass said with the rate increase and longevity pay he requested pulling the Ford F150. O&M Manager said no one will be eligible for longevity pay for at least three years and Jeff Cole said every person in the field needs a vehicle. If the District hires another field crew person, there will need to be another vehicle. Director Bumpass said he does not have enough information about the carport project.

Motion by Director Stassi, seconded by Director Brooks to adopt the Fiscal Year 2024-25 Capital Budget for the Water and Wastewater Enterprise Funds amend to solar project \$100,000.

Roll Call Vote

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

- B. [Public Hearing] Operating Budgets Opened 8:00 p.m. Closed 8:03 p.m.

Director Bumpass is concerned about the paragraph on page 48. GM Allen said that paragraph has been in the narrative since Director Rowland was on the board. His concern about the paragraph is the shift in not fully funding depreciation. General Manager Allen said that paragraph explains the negative number on page 49.

Motion by Director Brooks, seconded by Director Gonzales to adopt the Fiscal Year 2024-25 Operating Budget for the Water and Wastewater Enterprise Funds which includes a 4.3 percent cost of living salary increase for all employees effective July 1, 2024, longevity pay after 15 years, and an additional field employee temporarily:

Roll Call Vote

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

Motion by Director Brooks, seconded by Director Heuring to approve the Fiscal year 2024-25 Administrative Overhead Fee of 20.11 percent.

Roll Call Vote

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

C. Parking Lot Rental Fees

Director Bumpass said the District could help the community by subsidizing the Village Hills Little League water bill. The funding would come from the small revenue source received from the parking lot rental fees from the Farmers Market. The Village Hills Little League is a 501c3 and we can legally offset their water bill using those funds.

There was a lot of discussion among the Directors before making the following motion:

Motion by Director Bumpass, seconded by Director Heuring to consider subsidizing the Village Hills Little League Water bill with revenues from parking lot rental fees not to exceed one year.

Roll Call Vote

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

D. APN 097-590-003

Motion by Director Brooks, seconded by Director Bumpass to issue an Intent to Serve Letter to Classic Installation to construct a showroom on Assessor's Parcel Number 097-590-003 at 164 Burton Mesa Blvd.

Roll Call Vote

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

9. REPORTS

A. Committees

The Finance/Budget Committee met and discussed items on this agenda. The Ad-hoc Committee met and the items discussed are made part of these minutes.

B. District Representatives to External Agencies – Nothing to report

C. President – Nothing to report

10. General Manager

General Manager Allen confirmed the \$2 million was transferred from the Santa Barbara County Treasury account into CLASS on March 19. The funds were split into subaccounts for Water Reserves, Wastewater Reserves, and LRWRP Reserves to make the interest accounting easier for staff. She also transferred \$125,000 in Water Conservation Fees from Mechanics Bank into CLASS, leaving \$80,000 in Mechanics Bank to fund the water conservation expenses.

The District received \$17,000 from FEMA and CalEMA for the 2023 Storm Damage projects. After the administrative costs have been reimbursed, staff will close the accounting for those projects.

A check for \$10,000 was received from the State Water Board for the extended COVID arrearages program. Of the 19 customer accounts, 16 were closed accounts. The grant zeroed out the balance on all but three.

On March 12, General Manager Allen met with representatives from the State Lands Commission and the California Fish and Wildlife Department and received guidance on the District's next steps for the lease application. She discovered that they are waiting for environmental documentation from us. The District's Notice of Exemption was not accepted because the area will need to be disturbed and mitigation will need to occur for any endangered vegetation removed. General Manager Allen also learned hybrids are also treated as endangered so that would not be a valid reason to avoid mitigation. VVCSD is not required to do an Environmental Impact Report. The agencies will accept a Mitigated

Negative Declaration (MND). The consultant who prepared the application offered their assistance in preparing the MND and the company has been contacted. There is money allocated in the water capital budget for consultation work.

The Water/Wastewater Committee meeting is scheduled for April 16 to discuss the water conservation policy, an emergency water system tie-in, and a future well site project.

To conclude her report, General Manager Allen said she would report tomorrow afternoon for jury duty. If selected the trial is scheduled to be in session on Wednesday, Thursday, and Friday through the end of April.

11. INFORMATIONAL CORRESPONDENCE

A. US Drought Monitor: California, March 26, 2024

B. HR 7525 Fact Sheet

C. Santa Barbara County Monthly Water Rate Comparison 2024

12. DIRECTORS FORUM

Director Brooks is happy that Mike will still be close by and agrees that the District needs to take care of staff.

Director Bumpass thanked Mike for his knowledge and mentorship and wished him well at Mission Hills CSD.

Director Gonzales said he has been friends with Mike for 35 years and he has taught him a lot and wishes him the best.

Director Heuring said he remembered when the Vandenberg Village Association had the methadone clinic on their agenda and Mike helped to control the crowd and bring order to the meeting. He was the hero that night.

Director Stassi said he hears from a lot of residents that Mike is excellent at his job.

13. CLOSED SESSION

The Board convened into a closed session at 8:58 p.m.

14. OPEN SESSION

The Board convened into an open session at 9:21 p.m. and reported no action was taken.

15. ADJOURN

Vice President Stassi declared the meeting adjourned at 9:21 p.m.

Attest:

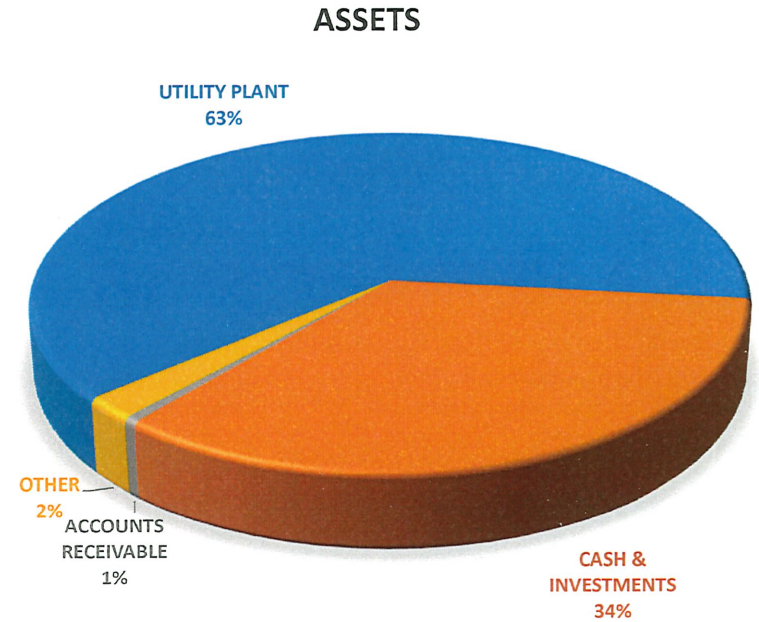
Signed:

Stephanie Garner
Secretary, Board of Directors

Ronald Stassi
Vice President, Board of Directors

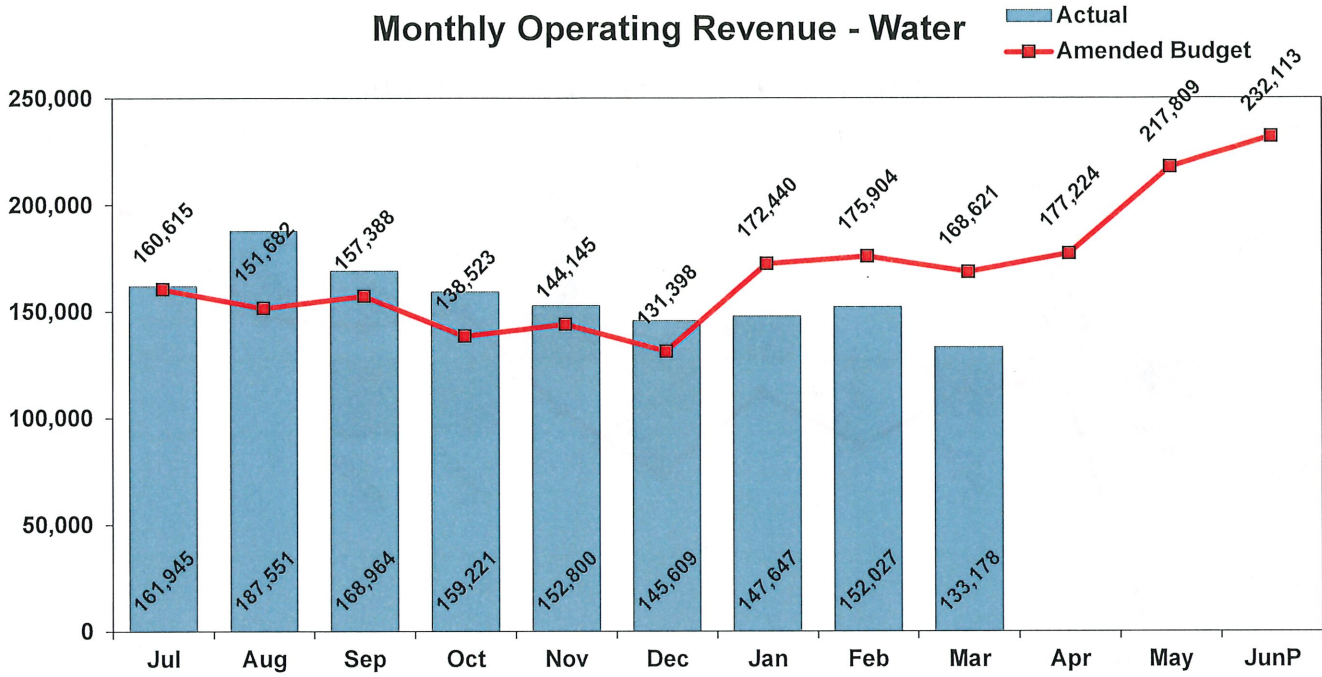
VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT
Statement of Net Position
As of March 31, 2024

	2024 FYTD	FYE 2023	CHANGE
ASSETS			
UTILITY PLANT	\$23,367,827	\$23,849,953	(\$482,126)
CASH & INVESTMENTS	12,774,725	11,438,344	1,336,381
ACCOUNTS RECEIVABLE	210,573	307,846	(97,273)
OTHER	796,814	807,667	(10,853)
TOTAL ASSETS	\$37,149,939	\$36,403,810	\$746,129
DEFERRED OUTFLOWS OF RESOURCES-PENSIONS	\$874,314	\$874,314	\$0
TOTAL ASSETS & DEFERRED OUTFLOWS	\$38,024,253	\$37,278,124	\$746,129
LIABILITIES			
CURRENT LIABILITIES	\$537,794	\$656,764	(\$118,970)
UNEARNED REVENUE	138,688	138,688	0
LONG TERM DEBT- LRWRP UPGRADE PROJECT	4,181,122	4,181,122	0
NET PENSION LIABILITY	1,823,528	1,823,528	0
TOTAL LIABILITIES	\$6,681,132	\$6,800,102	(\$118,970)
DEFERRED INFLOWS OF RESOURCES-PENSIONS	\$103,601	\$103,601	\$0
EQUITY			
CONTRIBUTED CAPITAL	\$5,569,728	\$5,716,874	(\$147,146)
EQUITY	24,692,913	23,710,437	982,476
CURRENT EARNINGS	976,879	947,110	29,769
TOTAL EQUITY	\$31,239,520	\$30,374,421	\$865,099
TOTAL LIABILITIES, DEFERRED INFLOWS & EQUITY	\$38,024,253	\$37,278,124	\$746,129

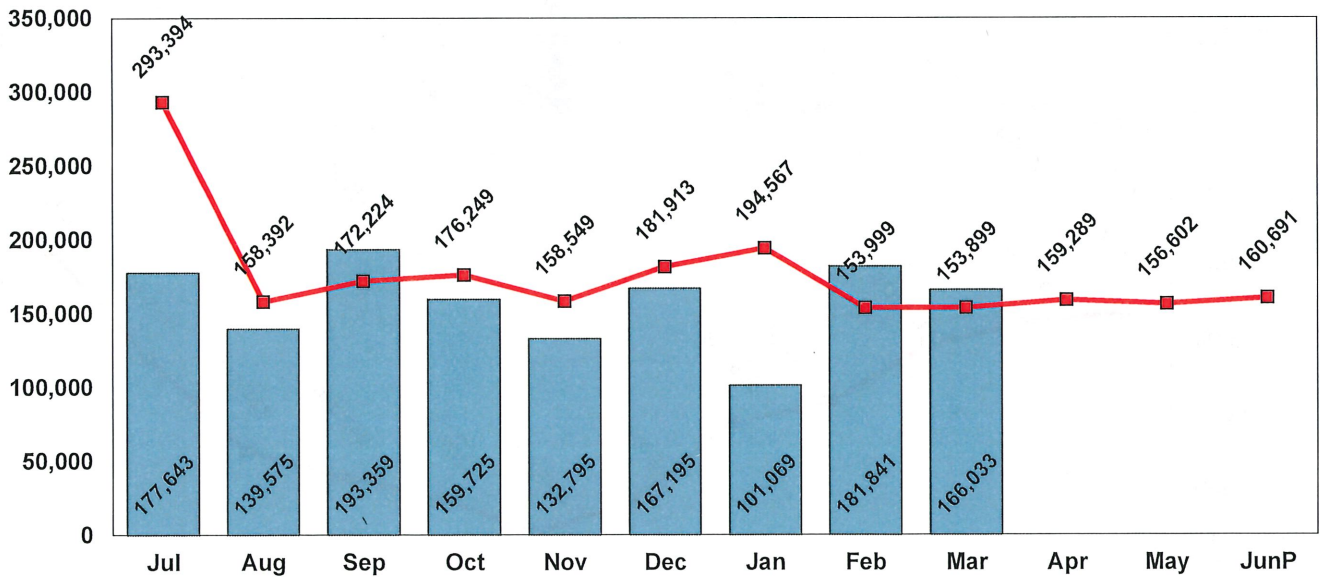


Operating Revenue and Expenses
 Vandenberg Village Community Services District
 July 1, 2023 to June 30, 2024

Monthly Operating Revenue - Water



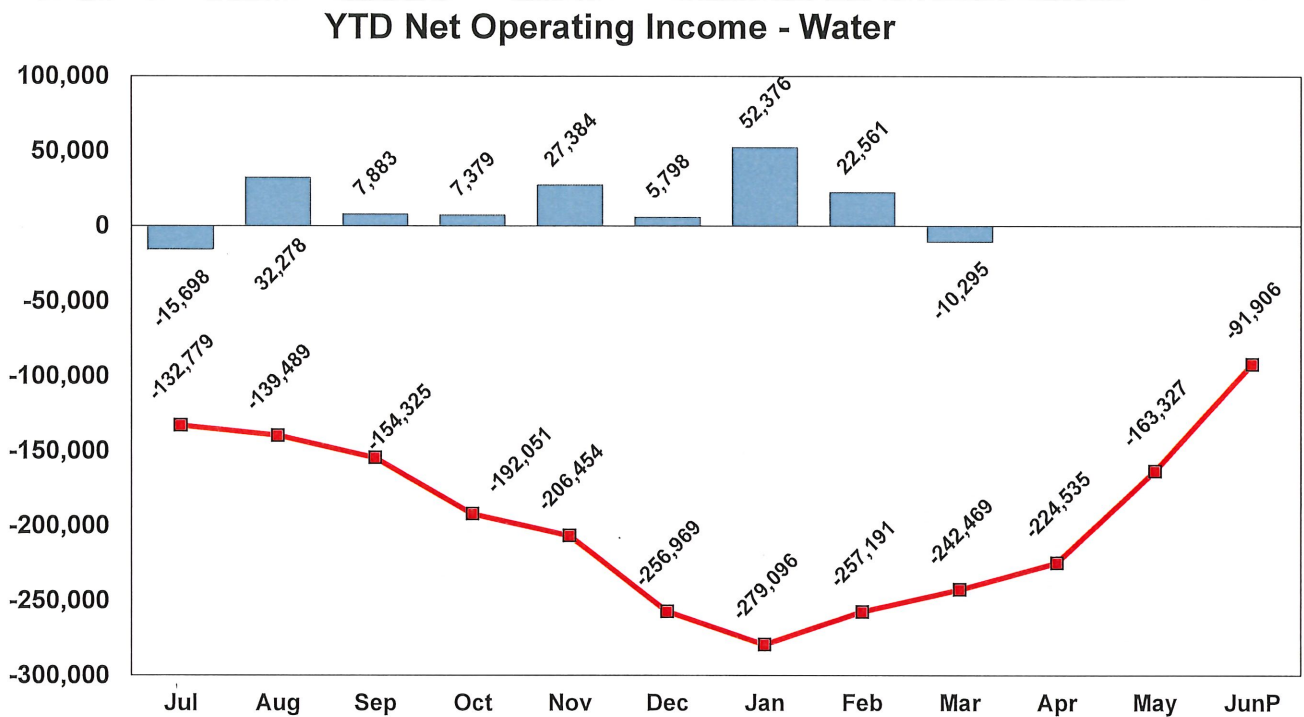
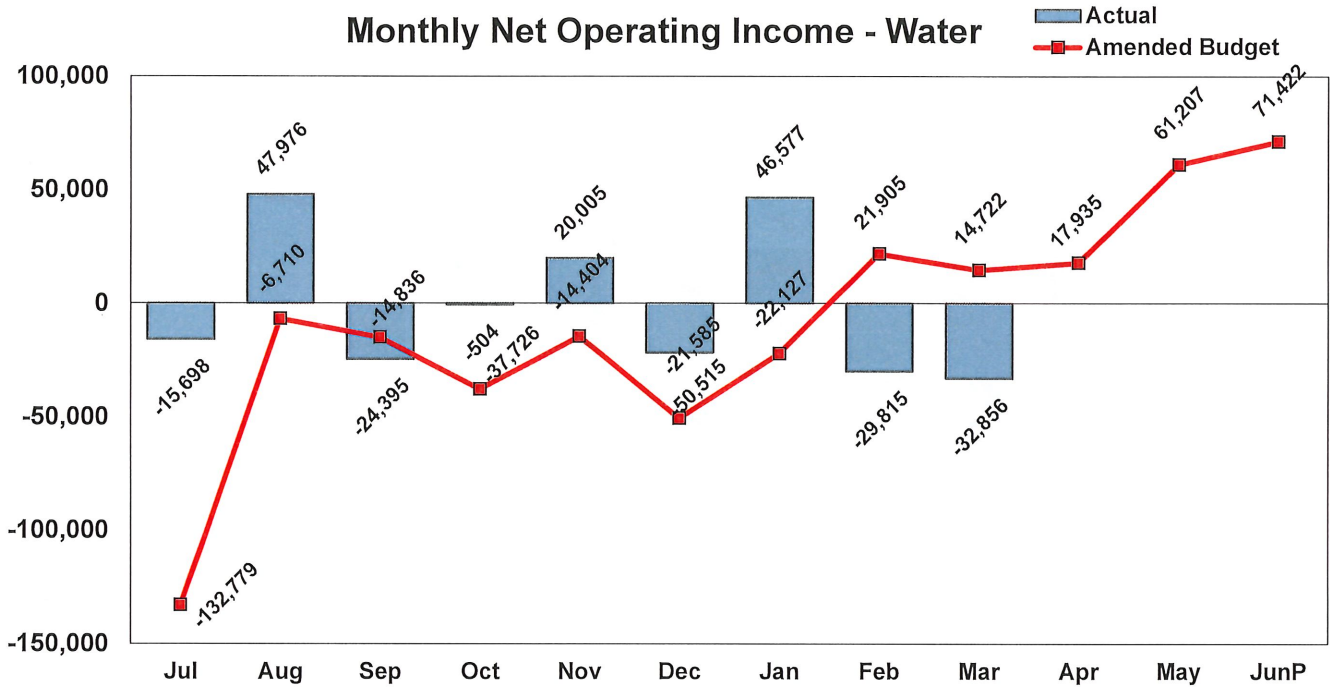
Monthly Operating Expense - Water



Operating Income

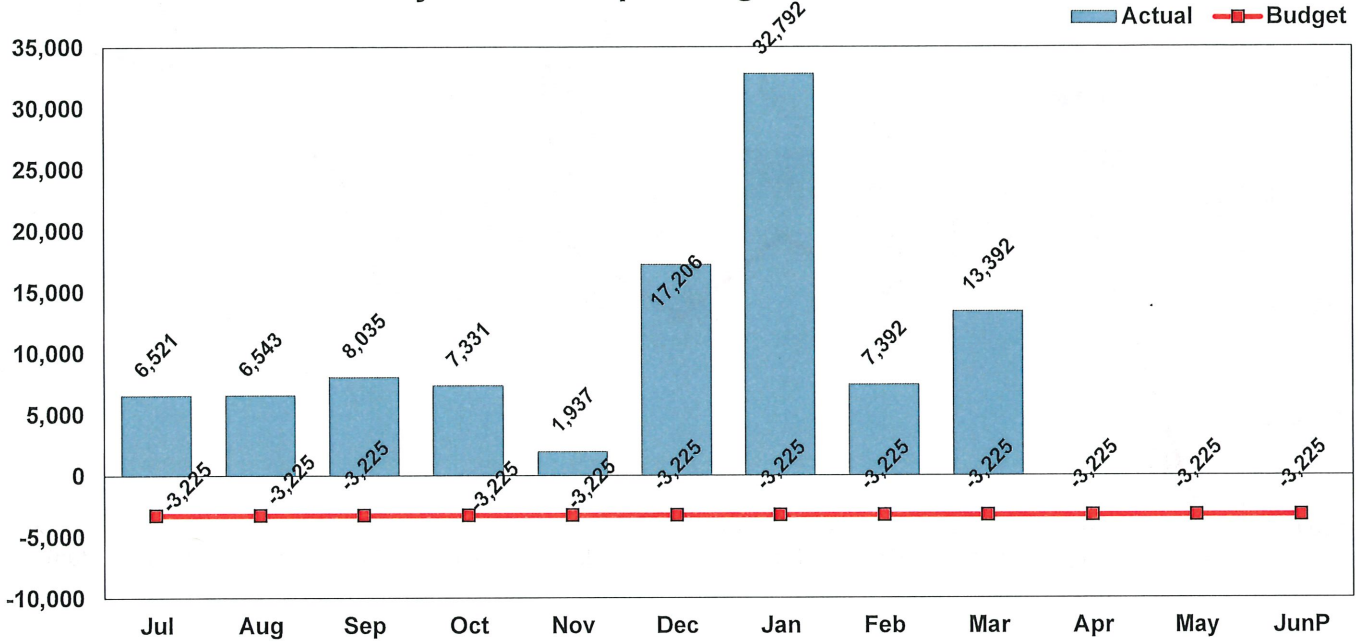
Vandenberg Village Community Services District

July 1, 2023 to June 30, 2024

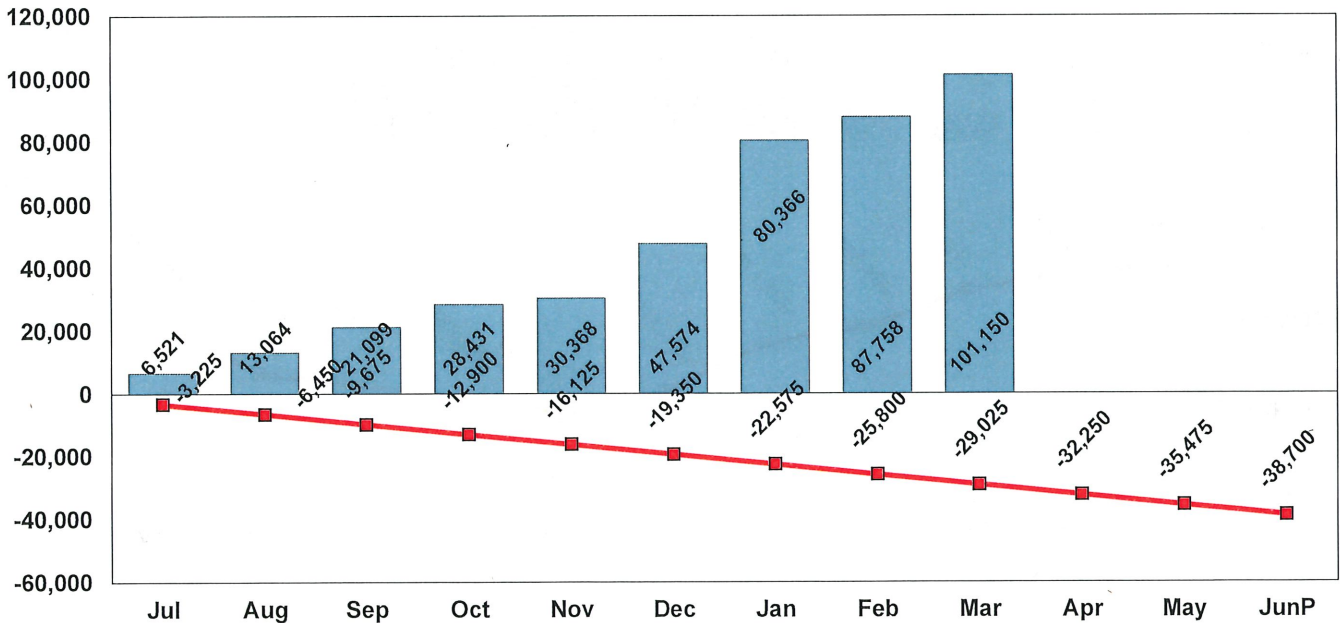


Non-Operating Income Vandenberg Village Community Services District July 1, 2023 to June 30, 2024

Monthly Net Non-Operating Income - Water



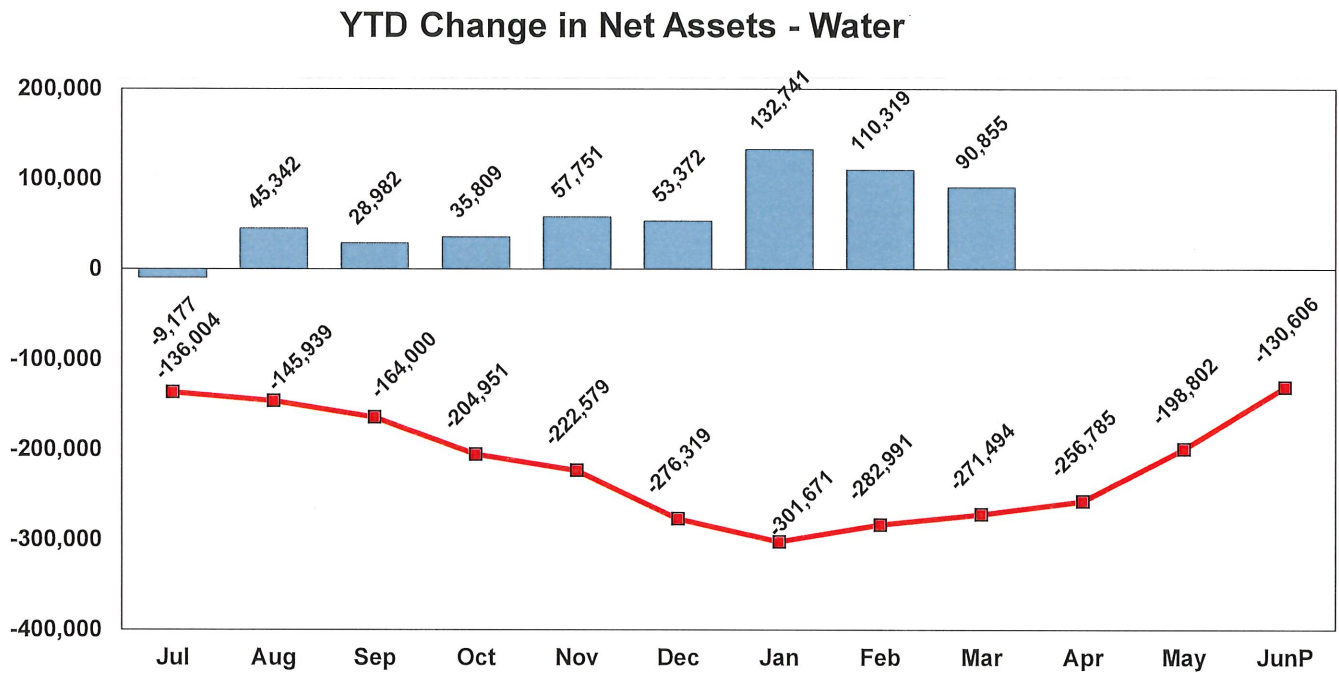
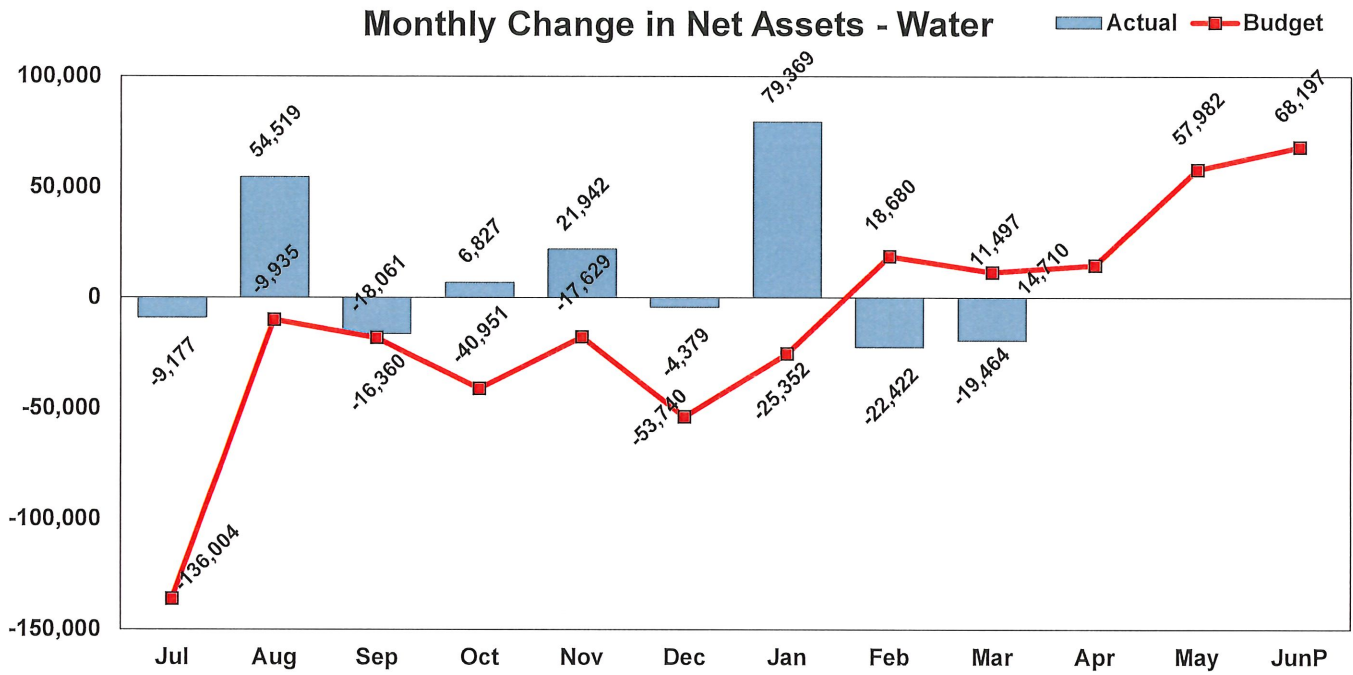
YTD Net Non-Operating Income - Water



Change in Net Assets

Vandenberg Village Community Services District

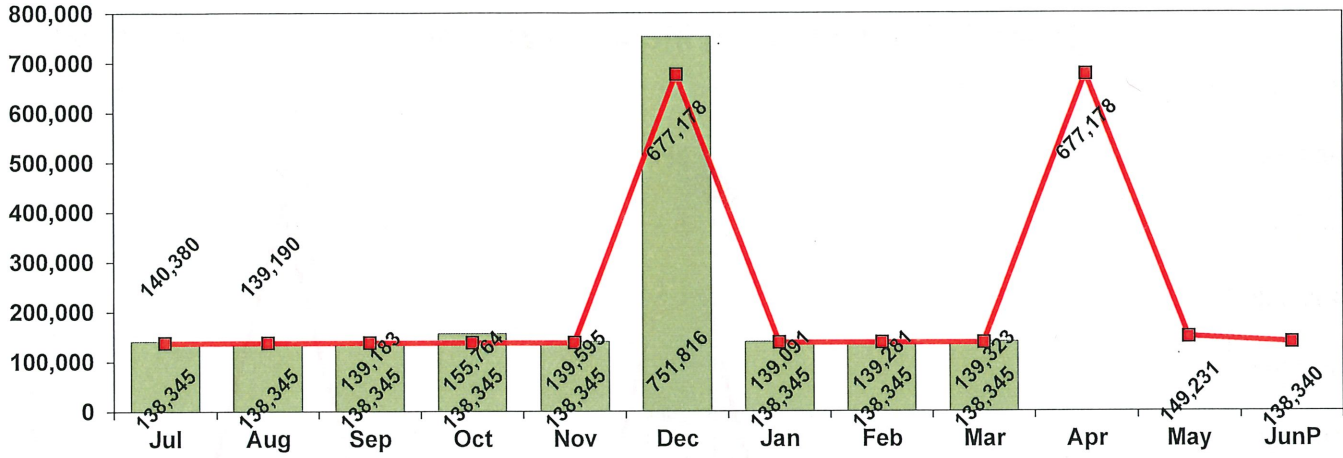
July 1, 2023 to June 30, 2024



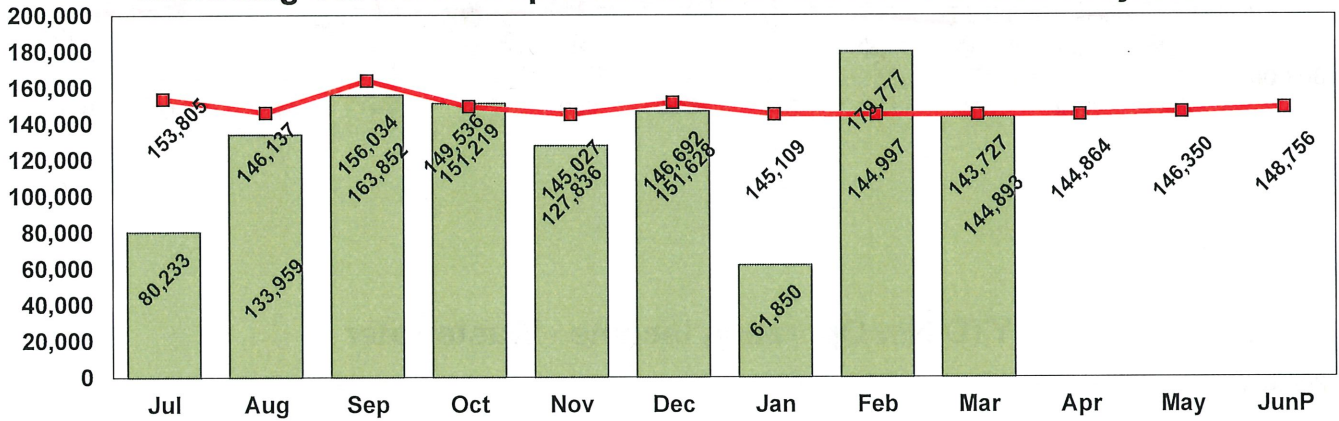
Note: Restricted revenue, \$33,691 in Connection Fees, has also been received this fiscal year.

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

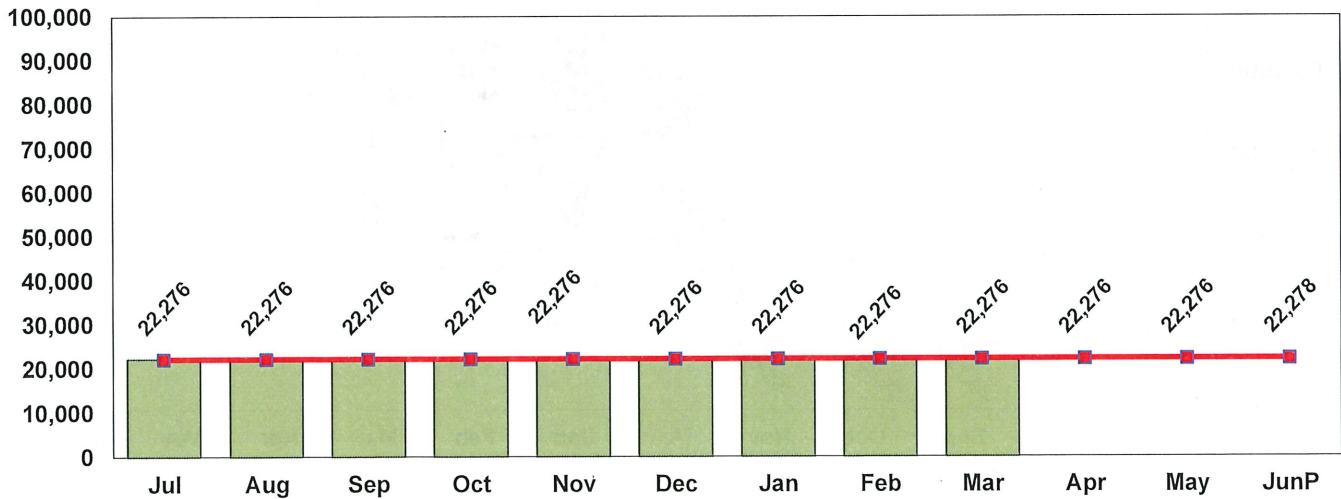
Monthly Operating Revenue - Wastewater ■ Actual ■ Budget



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

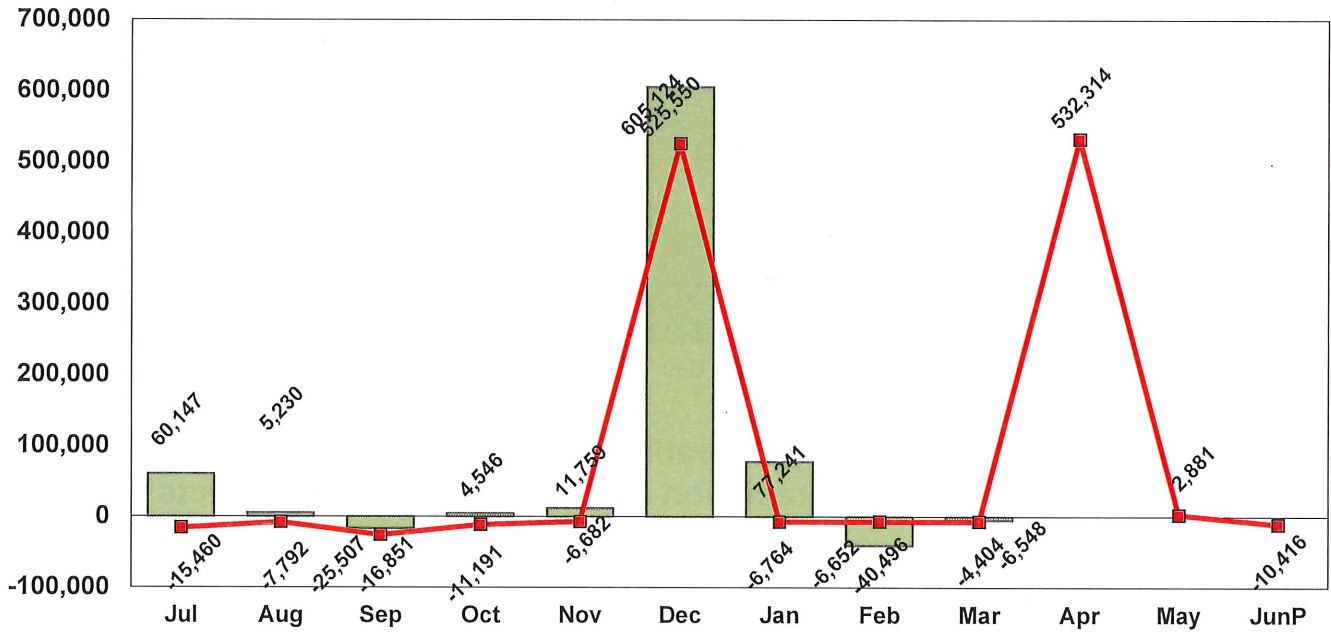


**Monthly Operating Expense
 Unfunded Depreciation and Reserve-Funded Projects**

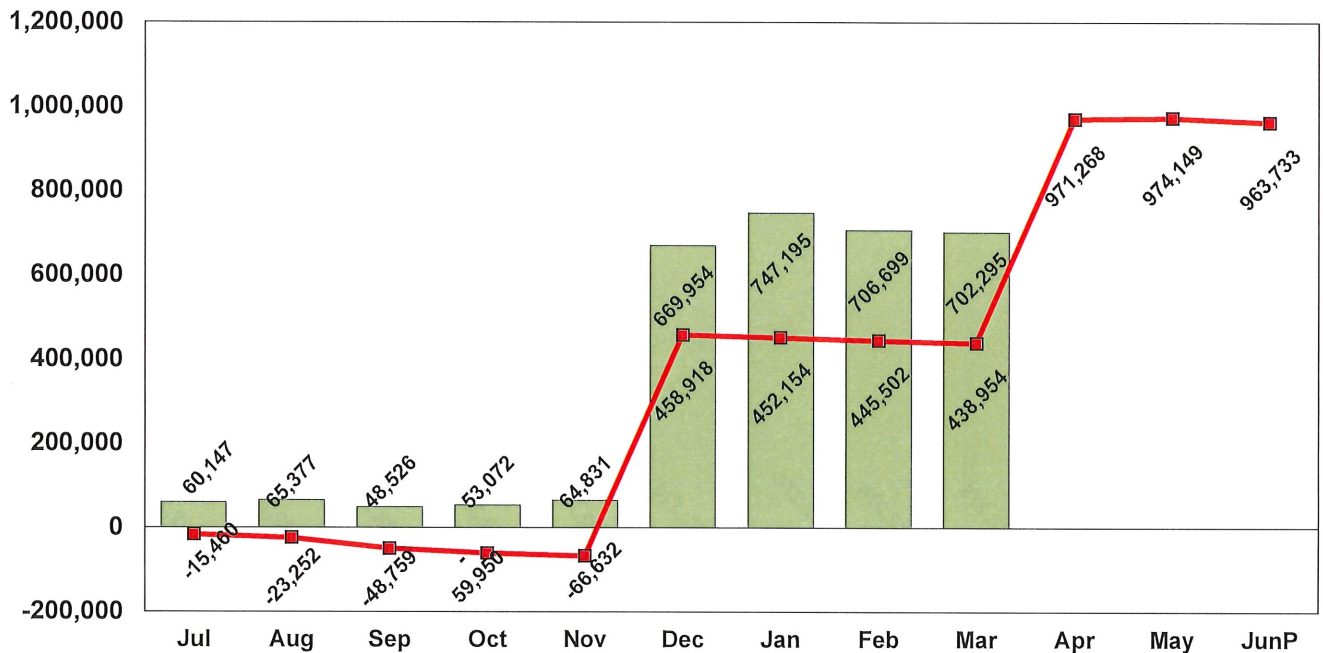


Operating Income Vandenberg Village Community Services District July 1, 2023 to June 30, 2024

Monthly Net Operating Income - Wastewater ■ Actual ■ Budget

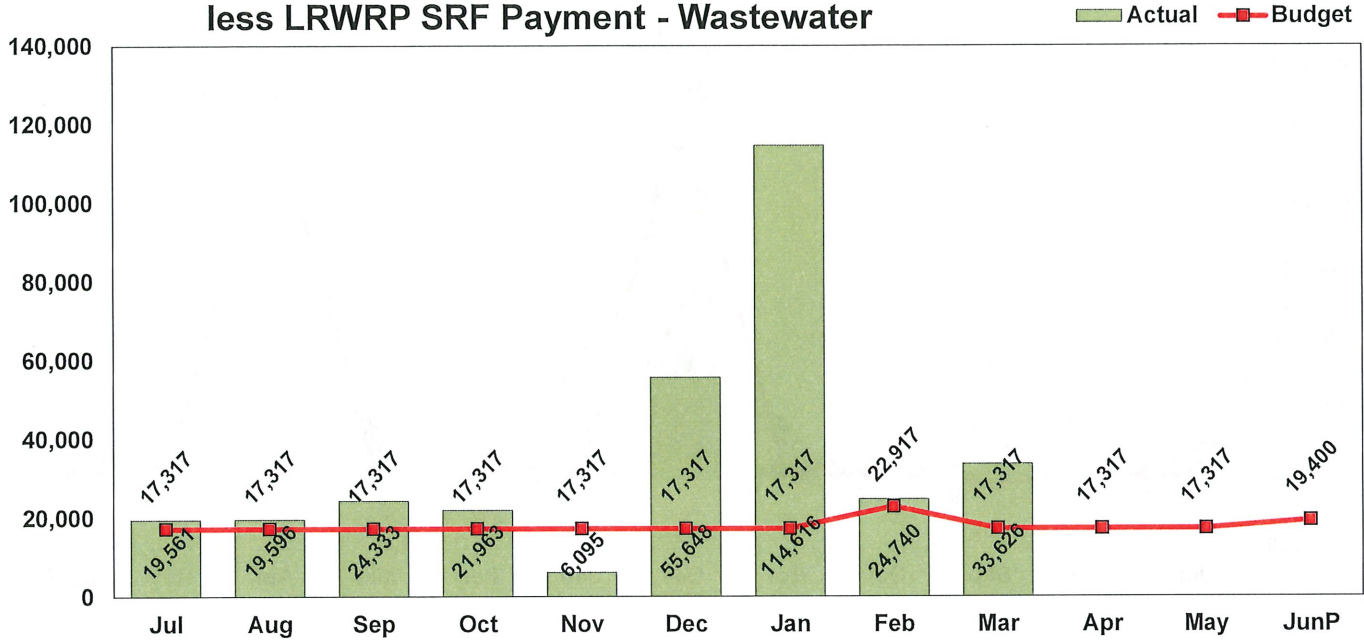


YTD Net Operating Income - Wastewater

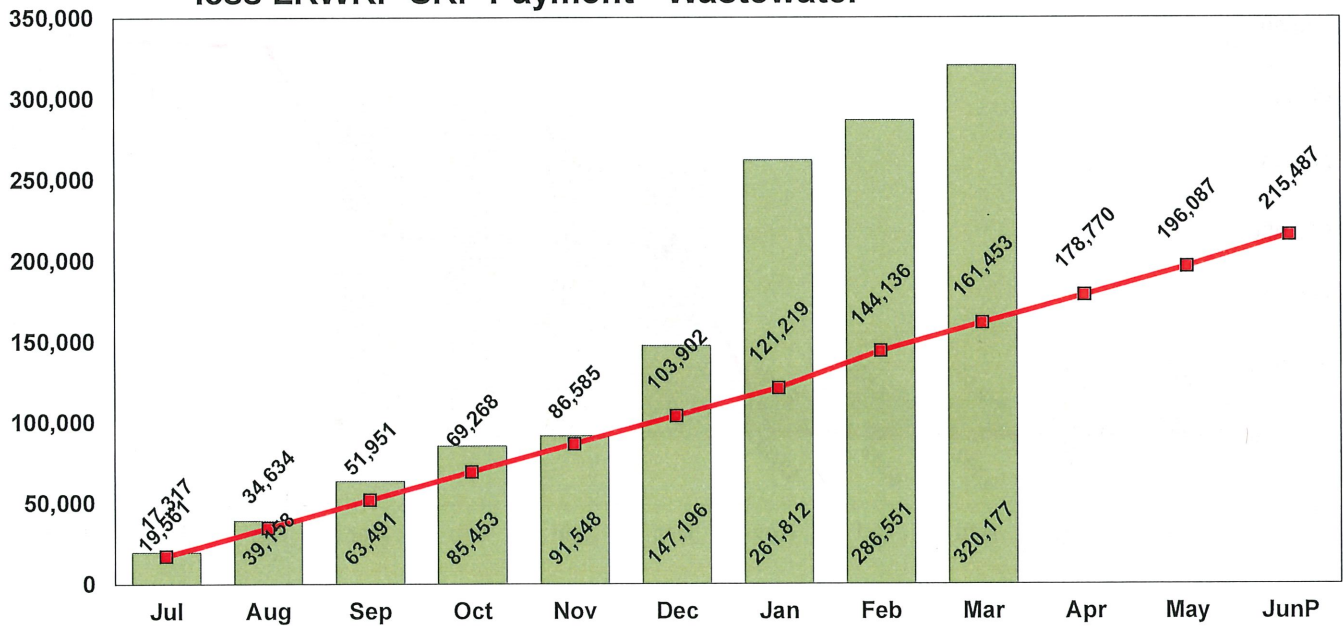


Non-Operating Income
Vandenberg Village Community Services District
July 1, 2023 to June 30, 2024

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



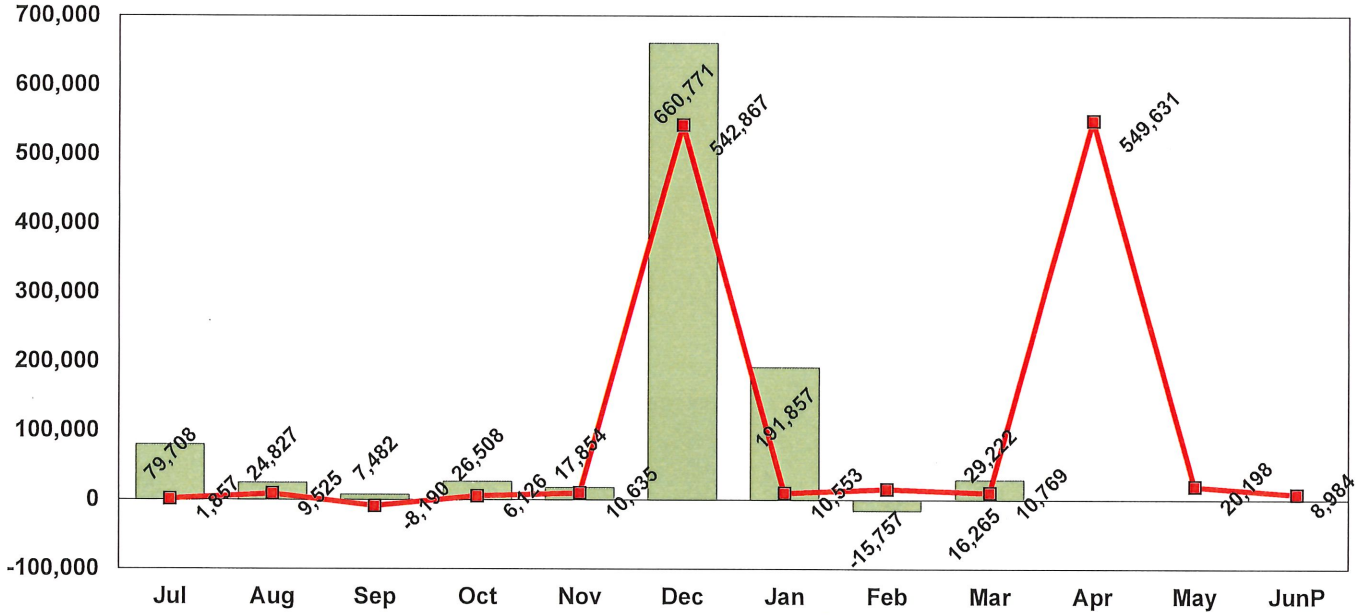
**YTD Net Non-Operating Income
less LRWRP SRF Payment - Wastewater**



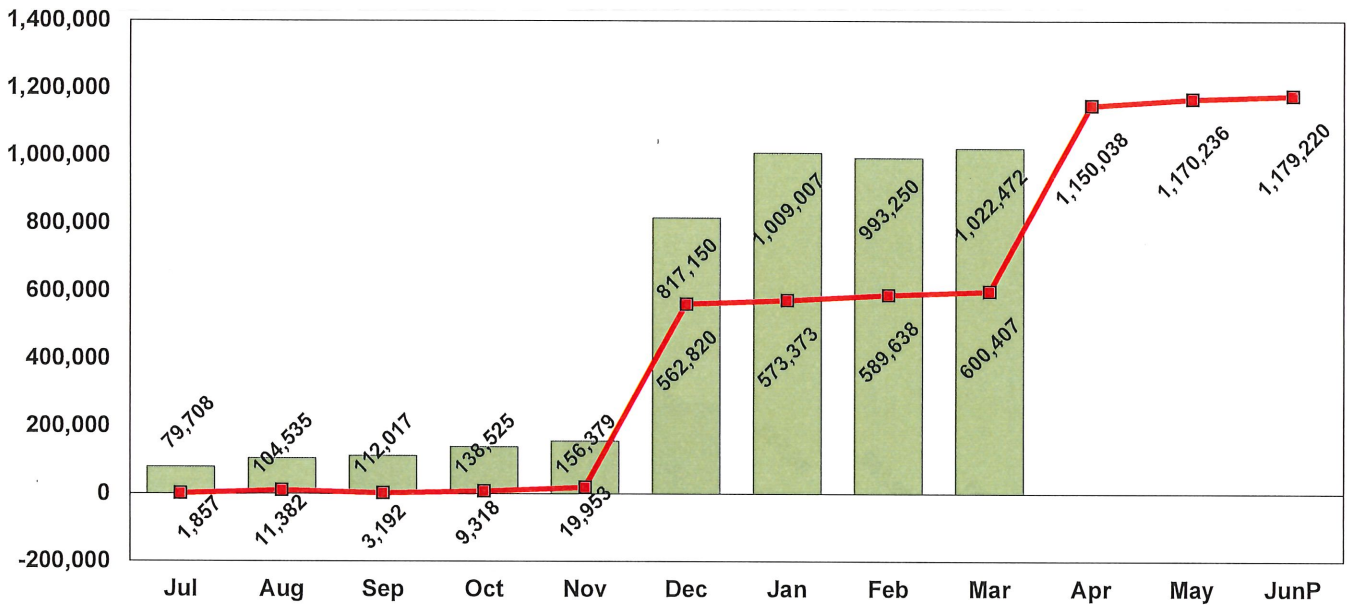
Change in Net Assets Vandenberg Village Community Services District July 1, 2023 to June 30, 2024

Monthly Change in Net Assets - Wastewater

Actual ■ Budget ■



YTD Change in Net Assets - Wastewater



Note: Restricted revenue, \$30,345 in Connection Fees, has also been received this fiscal year.

Statement of Cash Flow
 Vandenberg Village Community Services District
 For the Period from July 1, 2023 to March 31, 2024

	Water Fund	WW Fund	
CASH FLOWS FROM OPERATING ACTIVITIES			
Cash received from customers and users	\$ 1,446,653	\$ 1,889,473	
Cash payments for goods and services	(833,561)	(659,154)	
Cash payments to employees	(448,365)	(236,683)	
Net Cash Provided by Operating Activities	\$ 164,727	\$ 993,637	\$ 1,158,364
CASH FLOWS FROM CAPITAL & RELATED FINANCING ACTIVITIES			
FEMA Reimbursement - 2023 Storm Damage		26,871	
CalOES Reimbursement - 2023 Storm Damage		2,433	
Connection fees collected	33,691	30,345	
Sale of capital assets	205		
Purchase of capital assets	(395,571)	(6,100)	
Net Cash Used - Capital & Related Financing Activities			(308,126)
CASH FLOWS FROM INVESTING ACTIVITIES			
Investment income	165,967	320,177	
Net Cash Provided by Investing Activities	165,967	320,177	486,144
Net Increase (Decrease) in Cash & Cash Equivalents			1,336,381
Cash and cash equivalents, beginning of year	2,987,215	8,451,129	11,438,344
Cash and cash equivalents, year-to-date	2,956,233	9,818,492	\$ 12,774,725
Reconciliation to the Statement of Net Assets:			
Cash on hand	400		\$ 400
Cash and short term investments	2,955,833	9,818,492	12,774,325
			\$ 12,774,725
 Reconciliation of Operating Income to Net Cash Provided by Operating Activities			
Operating Income (excluding Connection fees)	\$ (10,295)	\$ 501,811	
Adjustments to reconcile operating income to net cash provided by operating activities			
Depreciation	\$ 169,746	\$ 490,765	
Change in operating assets and liabilities:			
(Increase) decrease in accounts receivable	8,109	5,849	
(Increase) decrease in other receivables	18,293		
(Increase) decrease in prepaid items	10,808	45	
Increase (decrease) in accounts payable	48,043	6,358	
Increase (decrease) in accrued payroll	(26,329)	(11,192)	
Increase (decrease) in customer deposits	11,310		
Increase (decrease) in compensated absences	(64,959)	-	
Net Cash Provided by Operating Activities	\$ 164,727	\$ 993,637	\$ 1,158,364
 Reconciliation to other financial statements			
Net operating income/(loss)	(10,295)	501,811	
Connection Fees received from developers	33,691	30,345	
Non-operating income (<i>Interest Revenue/Fair Market Value Offset</i>)	100,945	320,177	
Non-operating expenses (<i>Asset retirement</i>)	205	-	
Total YTD Net Income (<i>Current Earnings on Statement of Net Position</i>)	124,546	852,333	976,879
Add back YTD Unfunded Depreciation		200,484	
Less Connection Fees received from developers	(33,691)	(30,345)	
YTD Change in Net Assets on Revenue and Expense charts	90,855	1,022,472	1,113,327

REPORT.: Apr 30 24 Tuesday
 RUN....: Apr 30 24 Time: 17:10
 Run By.: PATTY LECAVALIER

VANDENBERG VILLAGE CSD
 Cash Disbursement Detail Report
 Check Listing for 04-24 thru 04-24 Bank Account.: 13100

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
029339	04/12/24	/J001	PAUL JOHNSON	150.00	C40401	RETROFIT REIMB-CLOTHES WASHER-JOH0066
029340	04/12/24	ACE01	ACECO EQUIPMENT CO., INC.	280.00	184796	HAUL JOHN DEERE TRACTOR TO COASTLINE EQUIPMENT
029341	04/12/24	ACW03	ACWA JOINT POWERS INSURAN	10466.67	0702415	GROUP MEDICAL/DENTAL/VISION/LIFE/EAP 5/24
029342	04/12/24	ALL09	ALL AMERICAN DRILLING, INC	16480.00 50672.44	4864 48464.2	WELL 1B - PULL, VIDEO INSPECT, REINSTALL-PO#1739 WELL 1B BOWL ASSY, COLUMN & TRANSDUCER PIPING-1743
Check Total.....:				67152.44		
029343	04/12/24	AMA01	AMAZON CAPITAL SERVICES	787.06	KNGJ-YLRF	71" FILE CABINET; SWITCH FOR SCADA COMPUTER; INK
029344	04/12/24	AMB02	AMERICAN INDUSTRIAL SUPPL	421.68	92693	GLOVES, RAIN GEAR, SAFETY JACKET & VEST, HARD HAT
029345	04/12/24	APP01	APPLIED TECHNOLOGY GROUP,	585.46	29272	BS#4 SCADA RADIO REPLACEMENT-SN#267509
029346	04/12/24	ARA01	ARAMARK UNIFORM SERV. INC.	211.65	20527097	CONTINUOUS TOWELS, SHOP TOWELS 4/4/24
029347	04/12/24	CEN04	CENTRAL CITY TOOL SUPPLY	630.74	118639	20" CHAINSAW
029348	04/12/24	CLS01	CLINICAL LABS OF SAN	480.00	1003959	BACTERIA/IRON/MANG/PHYS/SULFATE/BORON TESTS 2/24
029349	04/12/24	COR04	CORE & MAIN LP	512.95 183.04 96.18 501.85	U582459 U582600 U593559 U614156	BFA43-666WNL 1 1/2" ANGLE VALVE 1 1/2" PACK JOINT COUPLING, 1 1/2" SS INSERTS C01-66NL 1 1/2" COPPER PIPE TO IRON PIPE ADAPTER L44-66NL 1 1/2" PACK JOINT 90S (QTY 3)
Check Total.....:				1294.02		
029350	04/12/24	COV01	COVERALL MOUNTAIN & PACIF	391.00	553196869	JANITORIAL SERVICE 4/24
029351	04/12/24	FAR01	FARWEST CORROSION CONTROL	2130.00	26251	TANKS 5A & 5B CATHODIC PROTECTION TESTING
029352	04/12/24	HOM02	HOME DEPOT	244.19	10020324	PARTS TO INSTALL LAB EQUIP; PVC PARTS; LAB REMODEL
029353	04/12/24	INK01	INKLINGS PRINTING CO.	2093.44	124433	RETURN ENVELOPES (QTY 30,000)
029354	04/12/24	JPI02	ACWA/JPIA	3530.30	VOO4-0324	WORKERS' COMP PREMIUM 1/24-3/24
029355	04/12/24	LOM01	CITY OF LOMPOC, FINANCE	43700.66	14186	WASTEWATER TREATMENT COSTS 2/24
029356	04/12/24	MIL01	MILLER LANDSCAPING AND MA	175.00	64993	OFFICE YARD MAINTENANCE 3/24
029357	04/12/24	NAT01	NATIONAL GROUP TRUST	723.38	23940524	LONG-TERM DISABILITY 5/24
029358	04/12/24	NUT02	NUTRIEN AG SOLUTIONS, INC	510.44	53587817	VEGETATION MANAGEMENT
029359	04/12/24	POI01	POINT OF ACTION	441.20	51935	UNIFORM SHIRTS, SWEATSHIRTS - FIELD CREW

REPORT.: Apr 30 24 Tuesday
 RUN....: Apr 30 24 Time: 17:10
 Run By.: PATTY LECAVALIER

VANDENBERG VILLAGE CSD
 Cash Disbursement Detail Report
 Check Listing for 04-24 thru 04-24 Bank Account.: 13100

PAGE: 002
 ID #: PY-DP
 CTL.: VAN

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
029360	04/12/24	UBE01	UBEO WEST LLC	441.39	4464878	COPIER CONTRACT USAGE 4/7/24-5/6/24;TONER FREIGHT
029361	04/12/24	UND01	UNDERGROUND SERVICE ALERT	38.00	320240782	USA TICKETS 3/24
029362	04/12/24	USB02	U.S.BANK CORPORATE PAYMEN	2858.07	32560324	STARLINK, SAFETY DINNER, CWEA-BQ, SGMA, PUBLIC NOTICES
029363	04/12/24	VRE01	JIM VREELAND FORD	2721.21	61409	UNIT #18 - STARTER, FLEXPLATE, OIL, FILTER
029364	04/12/24	WAS01	WASTE MANAGEMENT CORPORAT	170.98 50.70	582352 582355	TRASH COLLECTION - SHOP 3/24 TRASH COLLECTION - OFFICE 3/24
Check Total.....:				221.68		
029365	04/12/24	WEX01	WEX BANK	214.27	96286127	43.7 GALLONS FUEL
029366	04/22/24	SAN18	SANTA BARBARA COUNTY SDA	120.00	C40418	SBCCSDA DINNER MEETING-ALLEN, GARNER, STASSI
029367	04/25/24	ACE01	ACECO EQUIPMENT CO., INC.	280.00	185073	HAUL JOHN DEERE TRACTOR FROM COASTLINE EQUIP.
029368	04/25/24	ARA01	ARAMARK UNIFORM SERV.INC.	167.27	20536785	SHOP TOWELS 4/18/24
029369	04/25/24	BAN03	BANK OF AMERICA	456.80	54240424	TIERZERO ACCT FEES 3/24; AIR FRESHENERS
029370	04/25/24	CAL21	CALIFORNIA STATE LANDS CO	430.32	B11534	SLC STAFF CHARGES APP#W26877 3/24 CWIP WELL SITE
029371	04/25/24	CEN04	CENTRAL CITY TOOL SUPPLY	45.00 45.00	118760 118761	REPAIR STIHL CHAINSAW REPAIR IMPACT WRENCH
Check Total.....:				90.00		
029372	04/25/24	CLS01	CLINICAL LABS OF SAN	575.00	1004621	BACTERIA, IRON, MANG, HALO ACID, THM, PHYS TESTS 3/24
029373	04/25/24	COA02	COASTLINE EQUIPMENT	16856.90	1122350	JOHN DEERE TRACTOR REPAIR
029374	04/25/24	COM03	COMCAST	360.04	10520424	INTERNET - OFFICE 4/20/24-5/19/24
029375	04/25/24	COR01	CORBIN WILLITS SYSTEM INC	846.05	C404151	SERVICE AND ENHANCEMENT FEE 5/24
029376	04/25/24	COR04	CORE & MAIN LP	3051.73	U580277	8" SEWER PIPE(126FT);12" WATER PIPE(20FT)
029377	04/25/24	FIN01	FINANCIAL CREDIT NETWORK,	3257.18	157320324	COLLECTIONS COMMISSION 3/24 SWRCB ARREARAGES PMT
029378	04/25/24	FRO01	FRONTIER	146.87 348.35	28850424 49050424	FRONTIER 733-2109 4/13/24-5/12/24 FRONTIER 733-3615/3975/SCADA SYSTM 4/13/24-5/12/24
Check Total.....:				495.22		
029379	04/25/24	REA02	REARDON'S LOCKSMITH SERVI	90.00	31558	LOCK MAINTENANCE AT SHOP

REPORT.: Apr 30 24 Tuesday
 RUN...: Apr 30 24 Time: 17:10
 Run By.: PATTY LECAVALIER

VANDENBERG VILLAGE CSD
 Cash Disbursement Detail Report
 Check Listing for 04-24 thru 04-24 Bank Account.: 13100

PAGE: 003
 ID #: PY-DP
 CTL.: VAN

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
029380	04/25/24	SMI04	SMITHS ALARMS & ELECTRONI	53.86	117335	SECURITY-REPLACE WIRELESS CONTACT SENSOR AT SHOP
029381	04/25/24	STE04	STERICYCLE, INC.	256.30	6847395	DOCUMENT SHREDDING SERVICE 3/27/24, 4/10/24
029382	04/25/24	VAL04	VALLEY ROCK READY MIX, IN	1207.88	24-31377	SLURRY-12" MAIN LINE REPAIR-3384 CONSTELLATION RD
029383	04/25/24	WES05	WESTERN EXTERMINATOR CO.	74.85	59481933	GOPHER CONTROL SERVICE 4/24
194421	04/12/24	PGE01	PACIFIC GAS & ELECT. INC.	26935.74	6872-0324	PG&E BILLING 2/15/24-3/17/24
786491	04/25/24	PIT03	PITNEY BOWES	1033.56	01340324	POSTAGE FOR BILLS 3/24
803375	04/01/24	TIE01	TIERZERO CLOUD COMMUNICAT	364.52	400845	TIERZERO CLOUD COMMUNICATIONS ACCT FEES 4/24
870679	04/12/24	UPS01	UPS	14.30	V85948134	FREIGHT-BS#4 SCADA RADIO TO APPLIED TECHNOLOGY
976924	04/12/24	CAL26	STATE OF CALIFORNIA	625.00	004097692	CALIFORNIA SALES TAX - 2023
Cash Account Total.....:				200536.47		
Total Disbursements.....:				200536.47		
Cash Account Total.....:				.00		

REPORT.: Apr 30 24 Tuesday
 RUN....: Apr 30 24 Time: 17:10
 Run By.: PATTY LECAVALIER

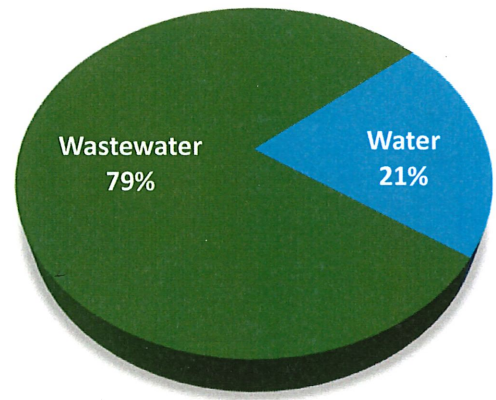
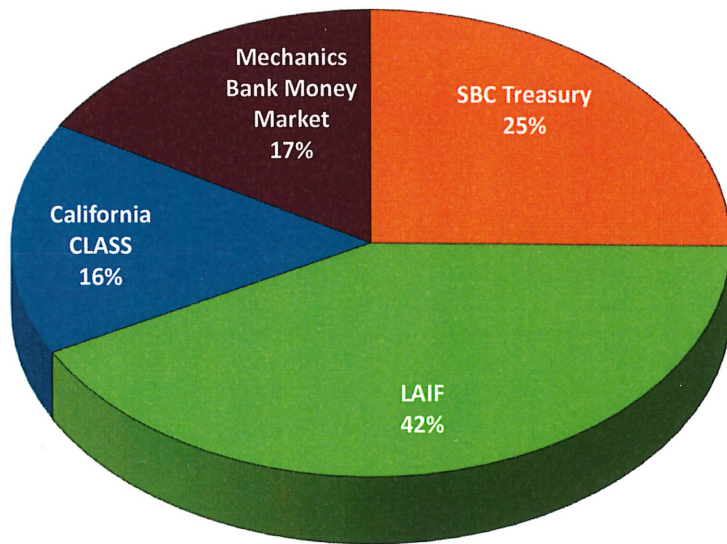
VANDENBERG VILLAGE CSD
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 04-24 thru 04-24 Bank Account.: 13101

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
106832	04/12/24	EMP01	EMPLOYMENT DEVELOP.DEPART	896.00	2C40412	STATE UI AND ETT TAXES Q1
185760	04/26/24	EMP01	EMPLOYMENT DEVELOP.DEPART	1281.06	C40426	STATE WH TAXES PP#8
185761	04/26/24	EMP01	EMPLOYMENT DEVELOP.DEPART	359.68	1C40426	STATE DISABILITY PP#8
191620	04/12/24	PUB02	PUBLIC EMPLOYEES	1479.50	C40412	PERS TDMC PP#7
191621	04/12/24	PUB02	PUBLIC EMPLOYEES	825.36	1C40412	PERS EPMC PP#7
191622	04/12/24	PUB02	PUBLIC EMPLOYEES	3939.35	2C40412	PERS EMPLR CONTRIB PP#7
191630	04/12/24	PER04	CALPERS 457 PLAN	1200.00	C40412	EMPLOYER PERS 457 PP#7
191631	04/12/24	PER04	CALPERS 457 PLAN	1200.00	1C40412	EMPLOYEE PERS 457 PP#7
229130	04/12/24	EFT01	EFTPS	3963.67	C40412	FEDERAL WH TAXES PP#7
229131	04/12/24	EFT01	EFTPS	74.40	1C40412	FICA SOCIAL SECURITY DR#4
229132	04/12/24	EFT01	EFTPS	978.90	2C40412	FICA MEDICARE PP#7
245350	04/30/24	AFL01	AFLAC	120.96	C40430	AFLAC-PRETAX 4/24
245351	04/30/24	AFL01	AFLAC	2.88	1C40430	AFLAC-AFTER TAX 4/24
284490	04/26/24	PUB02	PUBLIC EMPLOYEES	1622.67	C40426	PERS TDMC PP#8
284491	04/26/24	PUB02	PUBLIC EMPLOYEES	879.43	1C40426	PERS EPMC PP#8
284492	04/26/24	PUB02	PUBLIC EMPLOYEES	4243.29	2C40426	PERS EMPLR CONTRIB PP#8
284500	04/26/24	PER04	CALPERS 457 PLAN	1200.00	C40426	EMPLOYER PERS 457 PP#8
284501	04/26/24	PER04	CALPERS 457 PLAN	1200.00	1C40426	EMPLOYEE PERS 457 PP#8
297970	04/26/24	EFT01	EFTPS	3429.81	C40426	FEDERAL WH TAXES PP#8
297971	04/26/24	EFT01	EFTPS	356.18	1C40419	FICA MEDICARE PP#VT GAR01
297972	04/26/24	EFT01	EFTPS	948.20	1C40426	FICA MEDICARE PP#8
448480	04/12/24	EMP01	EMPLOYMENT DEVELOP.DEPART	1376.83	C40412	STATE WH TAXES PP#7
448481	04/12/24	EMP01	EMPLOYMENT DEVELOP.DEPART	364.71	1C40412	STATE DISABILITY PP#7
531291	04/30/24	COL03	COLONIAL LIFE & ACCIDENT	224.58	C40430	COLONIAL-PRETAX 4/24
Cash Account Total.....:				32167.46		
Total Disbursements.....:				32167.46		

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT
Schedule of Investments
 As of March 31, 2024

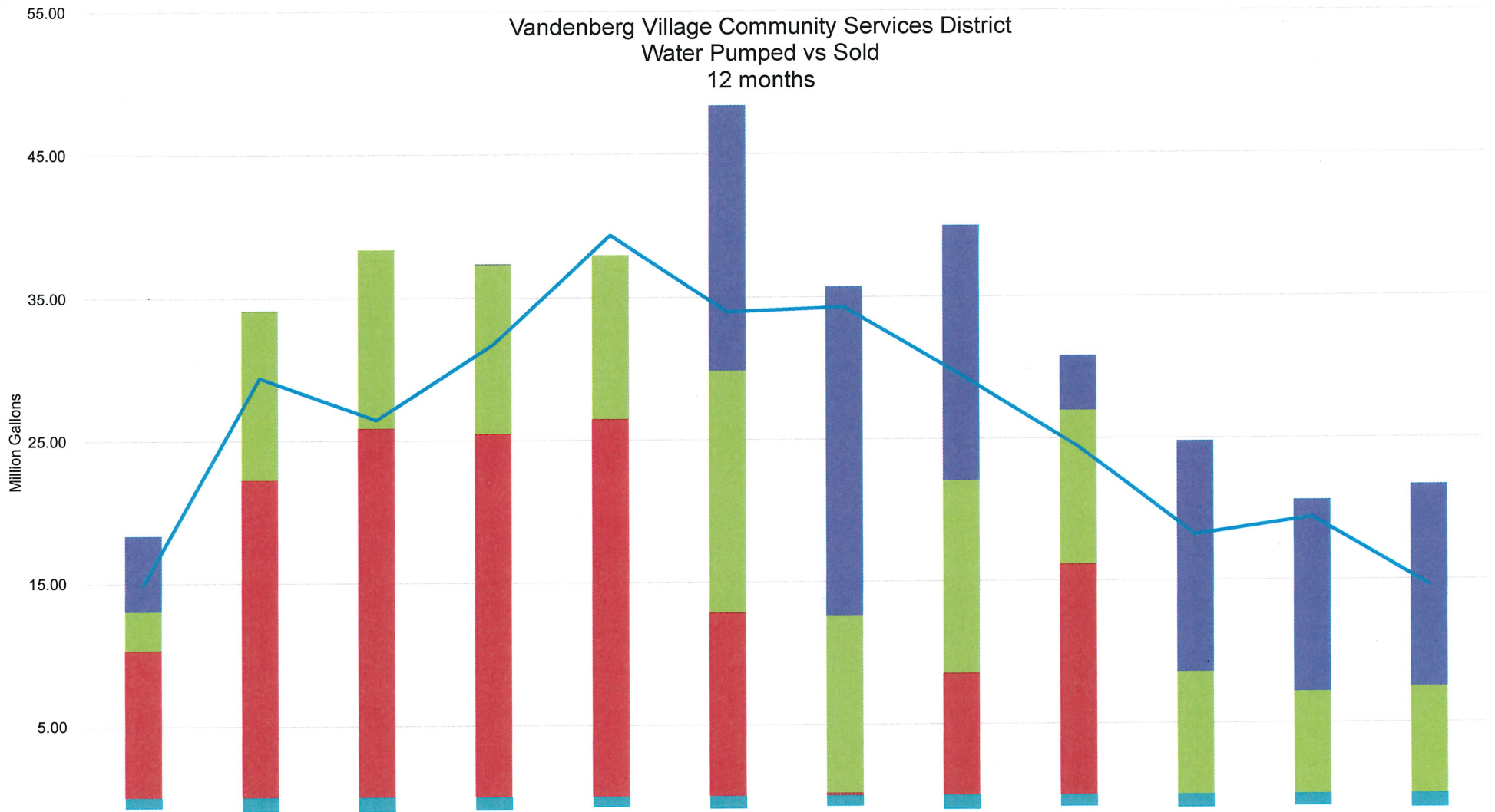
Banking Institution	Certificate/ Account No.	Rate / Term	Beginning Balance	Deposit (Withdrawal)	Interest Earned/ Accrued	Total Principal & Interest
Santa Barbara County (SBC) Treasury	Fund 3602	2.59% / quarterly	\$5,097,421	(\$2,000,000)	\$31,299	\$3,128,720
Local Agency Investment Fund (LAIF)	16-42-005	4.30% / quarterly	\$5,151,490		\$55,042	\$5,206,533
California CLASS	01-0153-001	5.42% / monthly	\$0	\$2,000,000	\$3,853	\$2,003,853
Mechanics Bank Money Market Savings	9651012305	4.39% APY	\$1,770,148	\$264,904	\$18,830	\$2,053,882
					TOTAL	\$12,392,987



NOTES:

- 1) VVCS investments are in compliance with the Standard of Investment Policy approved by the Board of Directors.
- 2) Based on projected income and expenses, the District has the ability to meet the next six months of cash flow requirements.
- 3) The market value source documents are statements provided by the respective banking institutions.
- 4) This report is published in accordance with California Government Code 53646(b).

Vandenberg Village Community Services District Water Pumped vs Sold 12 months



(5.00)

	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24
Filter Loss	(0.72)	(0.99)	(1.05)	(0.9)	(0.7)	(0.9)	(0.7)	(1.0)	(0.8)	(0.9)	(0.9)	(1.0)
Well 3A	5.29	0.03	0.00	0.1	0.0	18.5	23.1	17.9	3.8	16.2	13.4	14.2
Well 3B	2.72	11.88	12.50	11.8	11.5	17.0	12.4	13.5	10.8	8.5	7.2	7.5
Well 1B	10.32	22.22	25.87	25.5	26.5	12.8	0.2	8.5	16.1	0.0	0.0	0.0
Total Sold	14.9	29.4	26.5	31.7	39.3	34.0	34.3	29.5	24.4	18.2	19.4	14.6

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors ITEM: 8.A

FROM: Water/Wastewater Committee
(Director Heuring & Director Brooks)

BY: Cynthia Allen, General Manager *CA*

DATE: May 7, 2024

SUBJECT: Water Conservation Program

Recommendations:

- Adopt the revised Water Conservation Program.
- Approve the agreement with Flume Water and authorize the Board President to sign.

Policy Implications:

- The District began collecting water conservation in-lieu fees from developers in 1993 and a Water Conservation Program was established in 1996. The program was revised in 2007 and 2014.
- The Water Conservation Program is funded by in-lieu fees paid by developers and periodically supplemented with funds from the District's annual operating budget, grants, and other sources.
- The program requires that the Water/Wastewater Committee periodically review its effectiveness and recommend changes to the Board.
- In 2007, the Water Conservation Program established a water conservation in-lieu fee of \$4,300 per SFE.
- VVCSD Ordinance § 3.2.2 defines a single-family equivalent (SFE) as 16.77 hundred cubic feet (CCF) of water per month.
- VVCSD Ordinance § 1.4.1 requires agreements with external agencies to be approved by the Board and signed by the President.

Resource Impacts: The District maintains a separate water conservation fund with a balance of \$205,493 as of March 31, 2024.

Alternatives Considered: Do not revise the program at this time.

Discussion: Through the District's water conservation program, from May 1993 through December 2023, VVCSD has provided the following benefits to ratepayers:

Item	Number	Amount
Toilet rebates	1,796	\$241,961.60
Clothes washer rebates	414	62,100.00
Cash-for-Grass rebates ¹	275 (339,053 sf)	237,707.69
Irrigation controllers	23	1,598.00
Rain barrels	27	1,303.94
School grants ²	8	19,932.33
Devices, memberships, payroll, and publications		117,298.16
Total Conservation Expenditures		\$681,901.72

The Water/Wastewater Committee met on April 16 and received a presentation from Joe Fazio, the General Manager of Flume Water. The committee recommends adding the Flume Smart Home Water Monitoring device to our Water Conservation Program.

The Flume device attaches to the meter and collects data electronically using the same technology that the District uses to read the meters. The encrypted data is then transmitted to the Flume portal where it is analyzed to provide the user with detailed usage information. The system not only alerts the user to leaks but it can also categorize the water usage so that the user is aware of where their water is being used. Both the homeowner and VVCSD would have access to the data uploaded to the portal.

Under the agreement with Flume, the customer will order the device directly from the company. The customer will pay \$100 of the purchase price for the device. Once the device is installed, the customer will receive a \$25 credit from Flume. VVCSD will pay the remainder of the cost for the device.

¹ From May 2010 through July 2015, VVCSD received \$29,593.10 in Cash for Grass grant funding from the U.S. Bureau of Reclamation. The Cash-for-Grass program has been suspended since 2018.

² The school grant program has been suspended since 2018

Attachments:

- Draft Water Conservation Program, dated May 7, 2024.
- Presentation slides from Flume
- Flume Agreement

Vandenberg Village Community Services District

Water Conservation Program

Background: Vandenberg Village Community Services District (VVCSD) established a water conservation program in March 1996. The program was expanded and revised in November 2007, May 2014, and May 2024.

Purposes:

- To reduce demand and promote efficient use of the District's groundwater supply to ensure a sustainable water source for present and future residents.
- To require future development to participate in water conservation efforts by either retrofitting existing properties or contributing in-lieu fees so development does not increase the District's net consumption of groundwater.

Applicability: The program applies to residents, property owners, schools, and developers in Vandenberg Village.

Funds: The principal source of funds for this program is in-lieu fees paid by developers. The District may supplement the program with funds from its annual operating budget, grants, or other sources.

The District will maintain these funds in a separate water conservation account.

Program Administration: District staff is responsible for administering the program.

The General Manager, through the District's can and will serve process, will determine the net consumptive use for new developments and ensure developers mitigate it through participation in this program.

The Water Conservation Coordinator is responsible for promoting the program and administering customer rebates.

The Water Conservation Coordinator will develop lists of eligible customers requesting rebates within the scope of the program. As long as sufficient funds are available, rebates will be made on a first-come, first-served basis regardless of the category of rebate.

The Water/Wastewater Committee will periodically review the effectiveness of the program and recommend changes to the Board of Directors.

If funds in the water conservation account are limited or depleted, the District reserves the right to suspend rebates and create a waiting list. Staff will notify customers by

newsletter, bill notices, or first-class mail and advise them not to commit funds in anticipation of future rebates.

Coordination and Participation with Other Agencies: The District may contribute funds and participate in water conservation efforts of other agencies such as Santa Barbara County (water efficiency programs), the Groundwater Foundation, and the Water Education Foundation.

With prior approval of the Board of Directors, grants may be awarded to Lompoc Unified School District faculty or students in Vandenberg Village for water conservation activities.

Performance Period for Rebates: Customers who are notified that funds are available for rebate shall have 120 days from the date of their confirmation letter to furnish receipts documenting the installation of the program feature. If customers fail to furnish receipts within 120 days, they will be removed from the rebate eligibility list. They may reapply at the bottom of the list to establish new eligibility.

Inspection of Installations: The District reserves the right, at the discretion of the General Manager, to inspect the installation before and as a condition of a rebate. The purpose of the inspection shall be to ensure the removal of the old features and the installation of qualifying features.

Definitions:

Developer: A party or agent that has a real property ownership or interest in undeveloped property within the District boundaries that does not have, nor has it had, a connection to the District's water distribution or wastewater collection systems.

New Connection: A proposed connection to the District's water distribution or wastewater collection system that was not there previously. An increase in the size or capacity of an existing service connection is considered a new connection, whereas a decrease in service size or capacity is not considered a new connection for purposes of this program.

Single Family Equivalent (SFE): The average volume of water, measured in hundred cubic feet per month (ccf/mo), used by all single-family residential connections to the District's water system, regardless of meter size. The SFE is defined and adopted in the District's Code of Ordinances.

Requirements for Developers: Developers are required to purchase fixtures and install/retrofit 10 residences with high-efficiency toilets, low-flow shower heads, and faucet aerators, or pay an in-lieu fee, for every SFE of net consumptive water use for the proposed development.

The American Water Works Association Research Foundation 1999 Residential End Use Water Study was used in determining this requirement.

For purposes of evaluating water balance and calculating net consumptive use for developments, it is assumed that 75 percent of the wastewater sent to the Lompoc Regional Wastewater Reclamation Plant percolates into the Lompoc Plain Sub-Basin and is considered recharge, not consumption. [Source: Revised Water Balance for Providence Landing, prepared by Todd Engineers, January 24, 2003]

Retrofit Cost Per Residence

Items (per residence)	Quantity	Approx Cost	Total
Toilet, high-efficiency, plus hardware	2	\$100.00	\$200.00
Toilet installation	2	\$60.00	\$120.00
Showerhead, low-flow	2	\$6.00	\$12.00
Faucet aerator	3	\$1.50	\$4.50
Administration <i>Including staff time to communicate the program and for other water conservation efforts</i>	—	\$93.50	\$93.50
TOTAL			\$430.00

In-lieu fee: (10 residences) X (\$430 per residence) = **\$4,300** per SFE

For new connections other than single-family residences homes, the estimated water use for the proposed development (commercial, industrial, public, etc.) will be converted to SFEs and used to determine the developer's retrofit requirement.

Based on historical experience in Vandenberg Village, apartments and condominiums/townhouses use approximately one-third of the volume of water used by a single-family residence. For purposes of estimating water consumption, three apartments or three condominiums/townhouses use one SFE of water.

Developer in-lieu fees will be collected in the District's water conservation account and expended only for water conservation purposes addressed in this program or as otherwise authorized by the Board of Directors.

Program Features

Toilets: The District will provide rebates for customers who replace existing toilets with toilets that use less water, subject to the following requirements and limitations:

Only high-efficiency toilets (HET) with a single flush of 1.28 gallons per flush (gpf) or less, or a dual flush with a full flush of no more than 1.6 gpf and a reduced flush of no more than 1.1 gpf, that meet current plumbing and building codes will be eligible for rebates.

Replacement of a toilet that was manufactured and installed before 1994 with a HET: **\$160.00 rebate**

Replacement of a 1.6 gpf ultra low-flow toilet (ULFT) with a HET: **\$40.00 rebate**

To receive a toilet rebate, the customer must furnish paid receipts for toilets and installation costs to the District office. Staff will verify the adequacy of the receipts. Upon verification that the program requirements have been met, the District will issue a rebate check to the applicant or credit the customer's account.

Rebates are limited to the number of toilets in the residence or building.

Only toilets purchased and installed after June 7, 1996, are eligible for rebates.

Clothes Washers: Only high-efficiency clothes washers that appear on the Consortium for Energy Efficiency (CEE) approved list at <http://www.cee1.org> are eligible for rebates. The customer must provide paid receipts for the clothes washer to the District office. Staff will verify the adequacy of the receipts. Upon verification that the program requirements have been met, the District will issue a rebate check to the applicant or credit the customer's account for **\$150.00**. Each customer is eligible for one rebate per ten years.

Only clothes washers purchased and installed after July 1, 2007, are eligible for rebates.

Cash for Grass: Customers may receive a rebate to replace their grass with low-water usage plants, rocks, and/or synthetic turf. To receive a rebate, customers must provide paid receipts for low-water use plants, rocks, or synthetic turf; a sketch or drawing showing the approximate dimensions of the grass removed; and pictures before and after the grass is removed. Staff will verify the adequacy of the receipts. Upon verification that the program requirements have been met, the District will issue a rebate check to the applicant or credit the customer's account up to **\$2.00 per square foot** with a **\$1,000.00 maximum** per assessor's parcel number.

Only materials purchased and installed after July 1, 2007, are eligible for rebates.

Irrigation Controllers: Only WaterSense-labeled irrigation controllers using local weather and landscape conditions to control water schedules are eligible for rebates. The District will pay 50 percent of the cost to purchase the irrigation controller up to **\$50.00 maximum.**

Only irrigation controllers purchased and installed after May 6, 2014, are eligible for rebates.

Rain Barrels: To be eligible for a rain barrel rebate, the rain barrel must be at least 50 gallons in size; connected to the downspout or installed under the roof drain; and must contain debris screen, spigot, and hose, overflow tube, vector control, and lid. Unlined galvanized tanks are not eligible. Photographs after installation must be provided. Upon verification that the program requirements have been met, the District will issue a rebate check to the applicant or credit the customer's account up to **\$50.00 per barrel.**

Only rain barrels purchased and installed after May 6, 2014, are eligible for rebates.

Shower Heads, Faucet Aerators, and Other Devices: The District will stock shower heads, faucet aerators, and other water-saving devices and make them available for free distribution to Vandenberg Village residents.

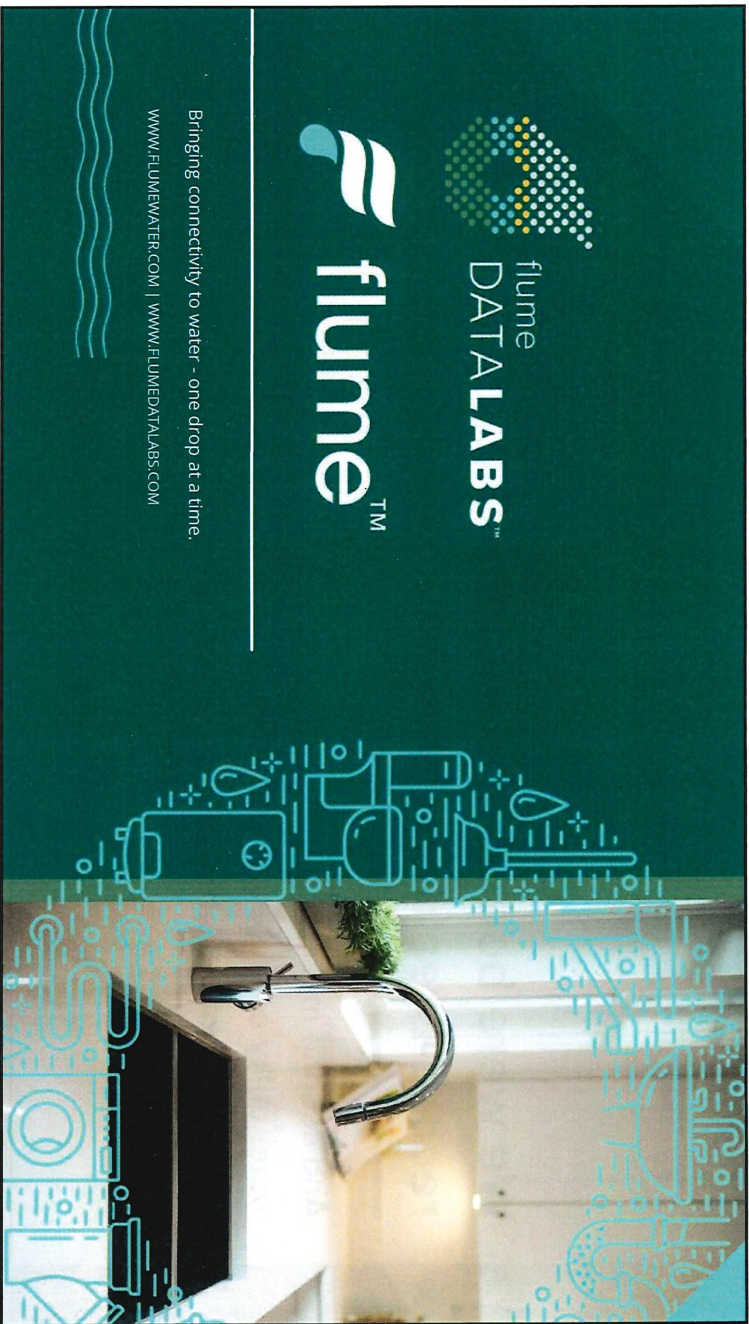
Flume Smart Home Water Monitor: The District will partner with Flume to offer smart home water monitoring at a discounted price to Vandenberg Village residents.

Adopted by the Board of Directors of the Vandenberg Village Community Services District on May 7, 2024.

ATTEST:

Robert Bumpass
President, Board of Directors

Stephanie Garner
Secretary to the Board of Directors



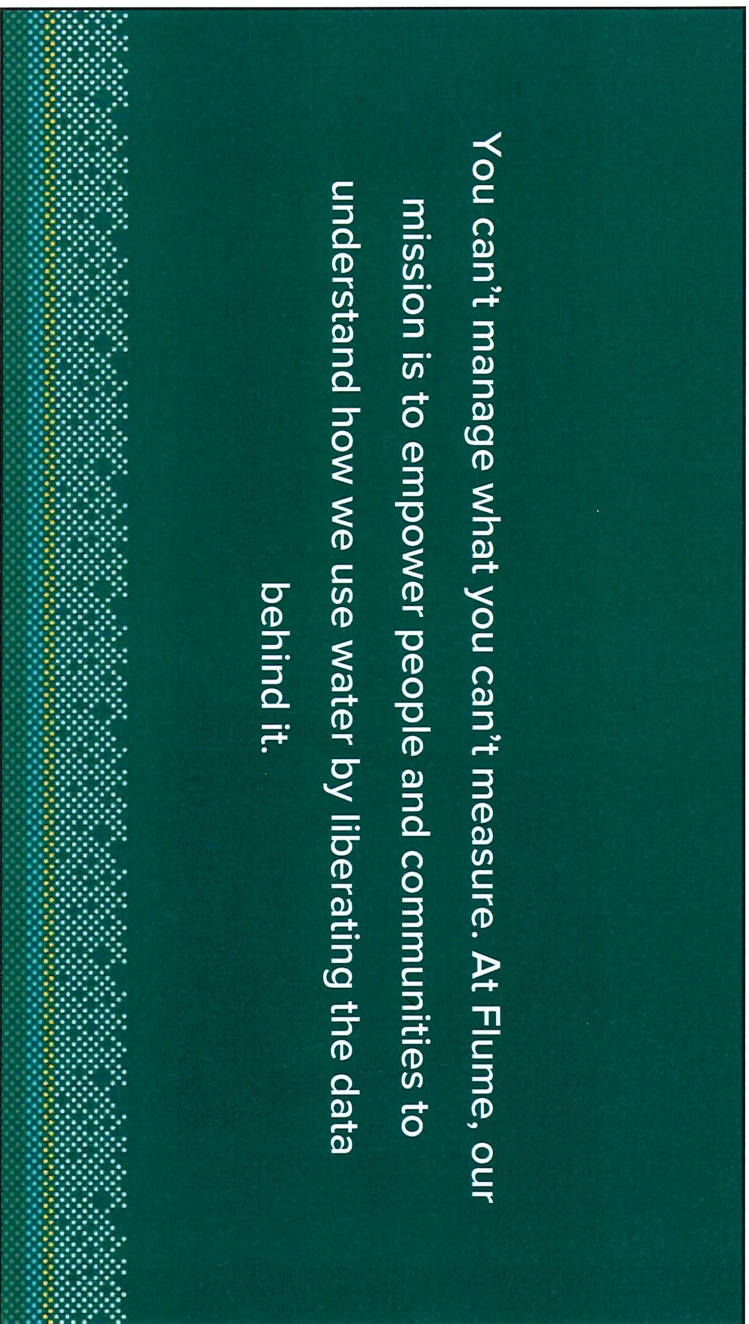
The top section of the slide features the Flume Data Labs logo on a dark teal background. The logo consists of a stylized 'D' made of colored dots (green, yellow, blue) above the text 'flume DATA LABS™'. Below this is the 'flume™' logo with a stylized water drop icon. A horizontal line separates the text from the main image. The main image shows a kitchen sink with a chrome faucet. The image is overlaid with light blue line-art icons representing various water-related concepts: a water tap, a water drop, a water filter, a water meter, a water pipe, a water pump, a water tank, a water tap, a water drop, a water filter, a water meter, a water pipe, a water pump, a water tank, a water tap, a water drop, a water filter, a water meter, a water pipe, a water pump, a water tank. The bottom of the slide features a decorative border of small, multi-colored dots (green, yellow, blue) on a dark teal background.

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WWW.FLUMEWATER.COM | WWW.FLUMEDATALABS.COM

1



The bottom section of the slide features a dark teal background with a decorative border of small, multi-colored dots (green, yellow, blue) at the bottom. The text is centered and reads:

You can't manage what you can't measure. At Flume, our mission is to empower people and communities to understand how we use water by liberating the data behind it.

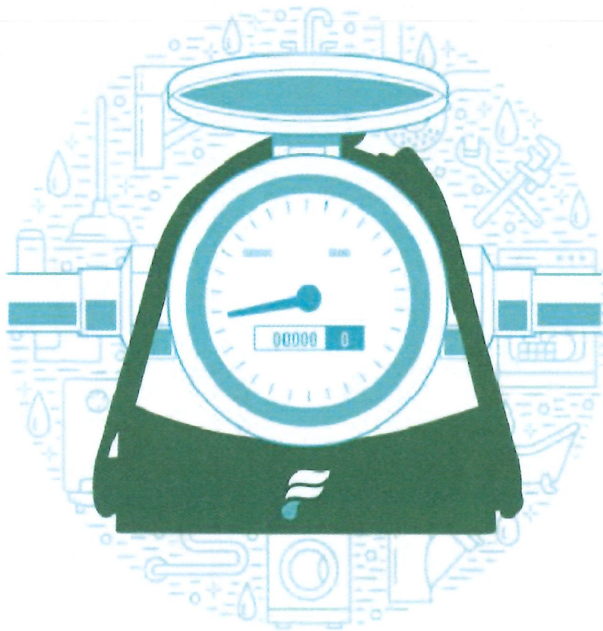
2

We were born in the middle of a record-breaking drought.

And despite messages from our water utility asking us to conserve, we didn't know where to start.



3

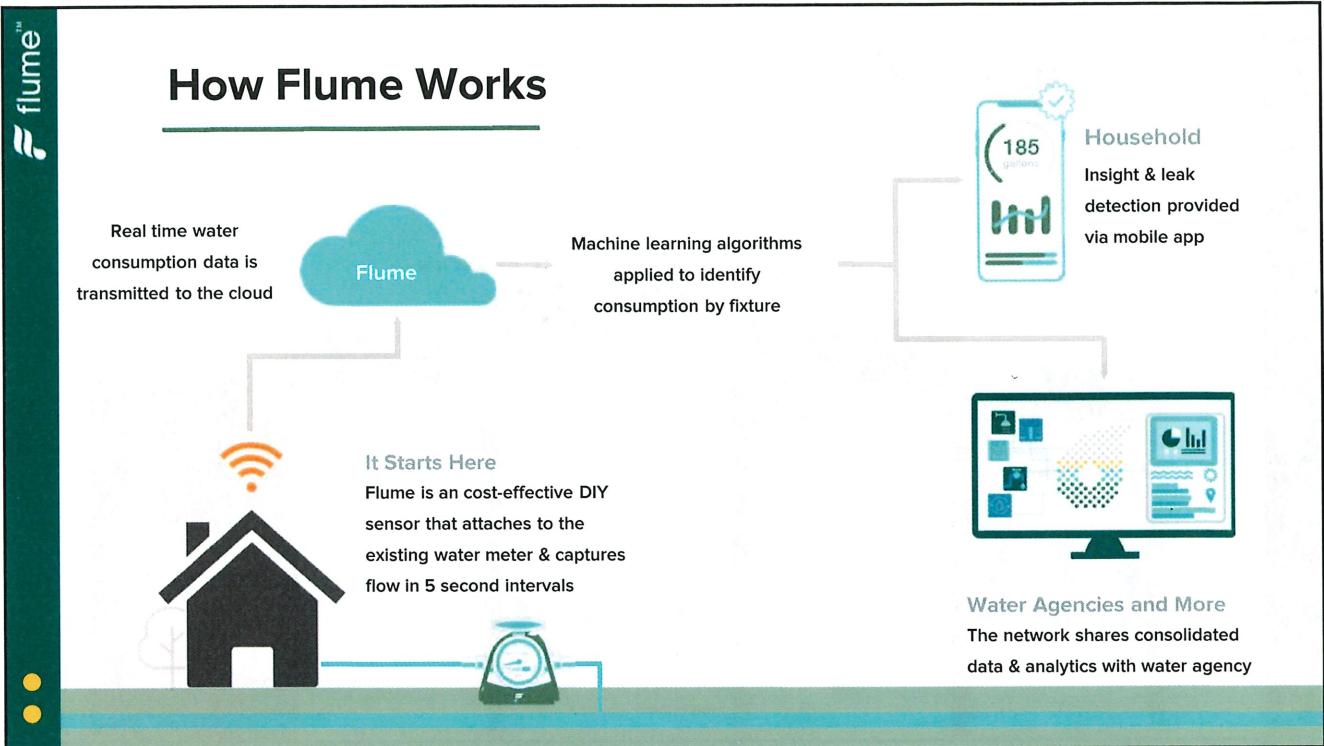


So, Flume created a smart water sensor

A plug-and-play system designed to help homeowners easily understand and manage their use.



4



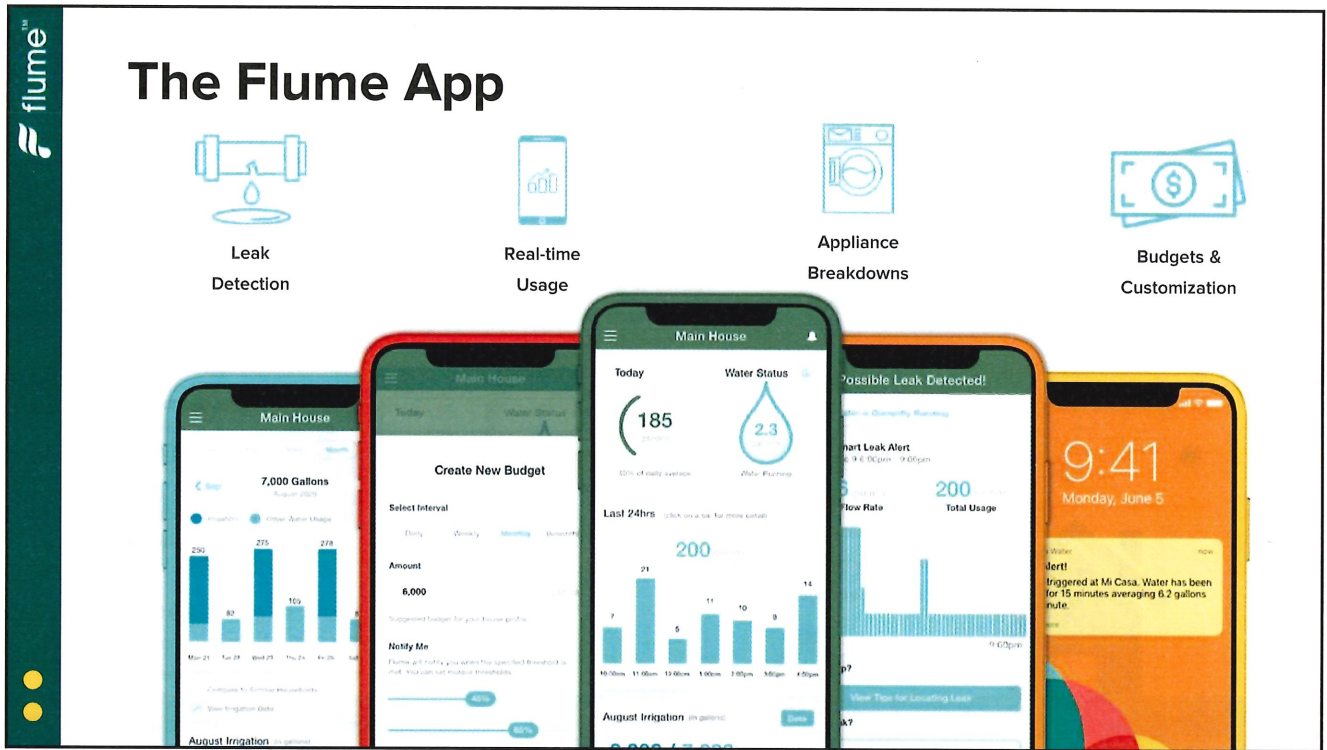
5

flume™

Help Your Customers Help Themselves

Empowering your customers with more information about their water use benefits everyone. With our smartphone app sharing real-time water use information, customers are able to catch leaks and understand where their water is going by appliance and fixture. More than **66%** of users said they feel less of a need to call their utility and more than **67%** discovered a leak within the first month of use.

6



7

Utilities are deploying Flume through one-of-a-kind Direct Distribution programs specifically targeted to their community.

8



The Easiest, Most Effective Rebate Program You Will Ever Run

Unlike other rebate programs, Flume will do all of the heavy lifting for you. All you have to do is advertise this program to your customers, Flume will ship the product directly to your customers and help them install it. Once installed, your customers will decrease their overall water use by an average of **14%**.



The Customer Experience

City of Santa Barbara & Flume

Special Offer! Get Flume for just \$115 (plus tax and shipping) after rebate from the City of Santa Barbara!

Protect your property, take control of your water use, and save money on your next water bill.

GET OFFER

City of Santa Barbara - Flume

flumewater.com/partners/sb/

gCal gDrive gMail Car rental discoun... Amazon HOA Eto Shapefiles Flume CalWEP 3... Cal Water Custom... HOA Flume Admin

Get Flume For Just \$115 (plus tax and shipping) after Rebate!
Only 92 Remaining

GET OFFER

flume

Main House

Today Water Status

185

3.5

Last 24hrs

200

August Irrigation

6,000 / 7,000

85% of Credit Usage for August

The Flume Utility Portal



Once installed by the customer, all information is brought online instantly for both service area and customer-specific, aggregated flow, disaggregation, water use, and leak data.



Some of Flume's Partners





Sample Pricing



Get started for as little as \$20,000. Price includes:

- Setup of landing page and marketing materials
- 100 Flume Rebates (\$130 each)
- Portal Access for 1 year

Resident pays \$75 after installation.

THANK YOU

zach.angel@flumewater.com | joe@flumewater.com

WWW.FLUMEWATER.COM | WWW.FLUMEDATALABS.COM

The graphic features a dark teal background with a large, stylized white outline of a house on the right side. Inside the house outline, various plumbing fixtures are depicted in white line art, including a sink, toilet, shower, and washing machine. The background is decorated with small white icons of water droplets and plus signs.

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT
FLUME WATER MONITORING PARTICIPATION AGREEMENT

This Water Monitoring Program Participation Agreement (the "Agreement") is entered into effective on January 1, 2024 ("Effective Date"), by and between Vandenberg Village Community Services District ("Vandenberg") and Flume, Inc., a vendor of a smart water system utilizing a smartphone application for real-time water monitoring ("Flume") each individually a "Party" and collectively, the "Parties").

WHEREAS, Flume has developed the Flume™ Smart Water System that allows the consumers of water to monitor water use in real time and to detect leaks; and

WHEREAS, Vandenberg has developed a Water Monitoring Program (the "Program"), whereby its eligible customers receive a coupon or rebate that can be redeemed at Flume for certain selected products or services, thereby monitoring and reducing overall water use; and

WHEREAS, Vandenberg customers will authorize Vandenberg to receive data to assess overall customer use of water.

NOW THEREFORE, for good and valuable consideration, including but not limited to the mutual covenants contained herein, the Parties agree as follows:

1. TERM

Subject to the early termination provisions provided for herein, the term of this Agreement shall commence on the Effective Date hereof and continue until terminated by either Party.

employed by any of them; (b) claims for damages to or destruction of tangible property of others, including loss of use thereof; (c) claims for damages regarding defects or repairs of any Flume product; and (d) actions of any Vandenberg customer, including without limitation, failure to pay or damage to any Flume products.

2. PROGRAM TERMS

Vandenberg will offer to its qualified customers a coupon or a rebate for the purchase of qualified Flume products. Vandenberg and Flume hereby agree that the product described in **Exhibit A** attached hereto, shall be offered as part of the product program set forth in **Exhibit B** attached hereto.

5. INDEMNIFICATION AND INSURANCE

FLUME AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS Vandenberg, AND EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS OR LIABILITY, PENALTIES AND COSTS OR DAMAGES INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS FEES, EXPERT WITNESS FEES, AND DAMAGES FOR INJURY, DEATH OR PROPERTY DAMAGE SUSTAINED BY ANY ENTITY, PERSON OR PERSONS ARISING DIRECTLY OUT OF THE PERFORMANCE UNDER THIS AGREEMENT BY FLUME, ITS OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES OR FLUME'S BREACH OF THIS CONTRACT. PRIOR TO EXECUTION OF THIS AGREEMENT, FLUME SHALL PROVIDE INSURANCE COVERAGE DOCUMENTATION IN AMOUNT AND SCOPE SATISFACTORY TO Vandenberg IN WRITING AS DETERMINED BY Vandenberg IN ITS SOLE DISCRETION. FLUME SHALL ADD Vandenberg AS AN ADDITIONAL INSURED UNDER SUCH INSURANCE POLICIES, AND FLUME SHALL PROVIDE Vandenberg WITH CERTIFICATES OF INSURANCE AND INSURANCE ENDORSEMENTS IN A FORM ACCEPTABLE TO Vandenberg.

3. DESIGNATED REPRESENTATIVES

Vandenberg's initial representative for this Agreement is Cynthia Allen. Flume's initial representative for this Agreement is Joe Fazio – GM, Utility & Business Solutions. Flume will be expected to have a contact person available during regular business hours to facilitate communication between Vandenberg and Flume. Regular business hours are Monday through Friday from 8:00 am to 5:00 pm Pacific Time. Flume support can be reached via E-Mail at support@flumewater.com or via chat from within the Flume app or at flumewater.com.

4. RELEASE OF Vandenberg

Flume hereby expressly releases Vandenberg from any and all liability to Flume resulting from any damages, including punitive, special, indirect, or consequential damages, arising from Flume's performance of its obligations under this Agreement, including but not limited to: (a) claims for damages because of bodily injury, sickness, or disease of Flume's employees and agents or by those of any supplier or by anyone indirectly

6. NOTICES

Notices to the Parties under this Agreement shall be given in writing (except a Party may provide notice solely by telephone in the case of an emergency) via certified mail, or email to the following addresses, and notices shall be effective pursuant to Section 17:

Vandenberg Village Community Services District

Name: Cynthia Allen
Title: General Manager
Address: 3745 Constellation Road
City, State, Zip: Lompoc, CA 93436
Email: callen@vvcasd.org
Phone: (805) 733-3417

Flume

Joe Fazio
GM, Utility & Business Solutions
75 Higuera Street, Suite 120
San Luis Obispo, CA 93401
Email: joe@flumewater.com
Phone: (805) 705-2590

7. NOTICE OF TERMINATION

This Agreement may be terminated at any time by either Party, provided that written notice of termination is given at least thirty (30) days in advance of the intended date of termination. Flume must submit all outstanding invoices for Water Monitoring Coupons or rebates within sixty (60) days following the effective date of termination.

8. RIGHT TO AUDIT

Vandenberg has the right to audit, at Vandenberg's expense, Flume records and all supporting documentation upon reasonable advance notice and during regular business hours for the purposes of compliance with this Agreement for three (3) years following the expiration or earlier termination of this Agreement.

9. ASSIGNMENT

Flume shall not assign or transfer this Agreement, in whole or in part, without the prior written consent of Vandenberg, which may be withheld or conditioned in Vandenberg's sole discretion.

10. NO JOINT VENTURE, AGENCY

In no event will Flume hold itself out as, act as or be an agent of Vandenberg. This Agreement is not intended to and shall not result in a partnership or joint venture between the Parties. Vandenberg and Flume are entering into this Agreement solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the Parties hereto and their permitted assigns. Flume represents and warrants that Flume customarily

engages in the independently established trade and business of the same nature as the work to be performed under this Agreement.

11. COMPLIANCE WITH LAWS

Flume will fully comply with all appropriate local, state and federal laws, regulations and ordinances governing the acquisition of materials and performance of contractual Services required hereunder, in accordance with the highest standards of professional care expected by a vendor with expertise in the subject matter of this Agreement.

12. DISPUTE RESOLUTION

In the event a dispute arises between the Parties regarding the application or interpretation of any provision of this Agreement or any matter pertaining to transactions contemplated by this Agreement, the aggrieved Party shall notify the other Party in writing of the nature of the dispute within 30 (30) days after such dispute arises. If the matter cannot be resolved informally within thirty (30) days, the dispute shall be referred to a meeting between a designated officer of each Party not otherwise involved in the administration of this Agreement. This meeting shall occur within thirty (30) days of the referral. If the Parties are unable to resolve the dispute within fifteen (15) days after the meeting has occurred or if the meeting does not occur, then, without waiving any defenses or immunities that may be available to a Party, each Party shall have the right to pursue any and all remedies available at law or in equity.

13. GOVERNING LAW

This Agreement shall be governed by, construed and enforced under the laws of the United States and the State of California as applicable without giving effect to the principles of conflicts of law thereof, and shall, to the maximum extent practicable, be deemed to call for performance in San Luis Obispo County, California. Vandenberg and Flume expressly consent to the court of competent jurisdiction in the state and federal courts of California, San Luis Obispo County.

14. FURTHER ACTIONS

The Parties hereto agree to execute, acknowledge and deliver such further documents as may be necessary or proper to carry out the purpose and intent of this Agreement.

15. ENTIRE CONTRACT

This Agreement, including the schedules, exhibits and addenda referred to in this Agreement, which are incorporated in and constitute a part of this Agreement, contains the entire Agreement of the Parties hereto and supersedes all prior oral or written agreements, negotiations, representations and understandings with

respect to the subject matter. This Agreement may not be amended or modified except by a writing signed by the Parties.

16. WAIVER

Any waiver at any time by either Party with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

17. NOTICES/APPROVALS

All notices and approvals by either Party that are required under this Agreement, including invoices, must be in writing unless other means are specifically permitted, and must be signed by the person authorized to give such approvals and make such contracts for that Party. The persons authorized to give such notices and approvals and to make such contracts for the Parties shall, until changed as hereinafter provided, be as set forth in section 7 above. Each Party shall have the right at any time to change the person authorized to give such approvals and make such contracts by giving at least fifteen (15) days written notice

to the other Party. When notice is given by mail, it shall be deemed served three (3) business days following deposit, postage prepaid in the United States mail. When notice is given by e-mail transmission, it shall be deemed served upon receipt of confirmation of transmission if transmitted during normal business hours or, if not transmitted during normal business hours, on the next business day following the e-mail transmission.

18. FORCE MAJEURE

This Agreement shall be subject to all applicable federal, state and county and municipal laws, executive orders, ordinances, rules, regulations and acts, and this Agreement shall not be terminated, in whole or in part, nor shall the Parties hereto be held liable in damages, for failure to comply therewith, if compliance is prevented due to force majeure. The term "force majeure" as used herein shall mean: any act of God, including but not limited to, storms, floods, washouts, earthquakes, landslides, fires and lightning; acts of the public enemy; wars, blockage, insurrections, riots or other public disorders; lockouts, strikes or other labor disturbances, epidemics or quarantine regulations, freight embargoes or failures; exhaustion or unavailability or delays in delivery of any product, labor, fuel, service or material not the fault of the Parties; breakdown or failure of Parties' equipment; interference by a governmental entity; or any other event or condition beyond the reasonable control of

the Parties. Flume will provide notice to Vandenberg immediately upon becoming aware of any condition that adversely affects the ability of Flume to perform its obligations under this Agreement.

19. SEVERABILITY

Should any part, paragraph, sentence, phrase, clause, or word of this Agreement for any reason be held illegal, inoperative, or invalid or if any exception to or limitation upon any general provision herein contained be held to be

invalid or ineffective, the remainder shall nevertheless stand effective and valid as if this Agreement had been executed without the portion held to be invalid or ineffective.

20. JOINT PREPARATION

The Parties shall be deemed to have jointly prepared this Agreement and no ambiguity herein shall be construed by or for or against any Party based on the identity of the author of this Agreement or any portion herein.

21. HEADINGS

The headings appearing in this Agreement are inserted merely to facilitate reference and are not to be considered a part of this Agreement and in no way shall they affect the interpretation of any of the provisions of this Agreement.

22. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed an original. Faxed signatures and countersignatures shall be deemed originals for all purposes and proper evidence of assent to this Agreement. The individuals executing this Agreement each represent and warrant to the other Party that he/she has full authority to execute this Agreement on behalf of his/her respective Party.

23. EXHIBITS

The following exhibits are hereby incorporated in this Agreement and any changes made thereto shall be in a new updated Exhibit signed by authorized representatives of the Parties with a reference stating that the exhibit is subject to the terms and conditions of this Agreement:

Exhibit A – Flume Product

Exhibit B – The Vandenberg Program

IN WITNESS WHEREOF the Parties hereto have respectively caused this Agreement to be duly executed by the undersigned duly authorized representatives.

Vandenberg Village Community Services District

FLUME, INC.

By _____
(Signature)
Robert Bumpass
(Print/Type Name)
Title **Board President**

By _____
(Signature)
Joe Fazio
(Print/Type Name)
Title: GM, Utility & Business Solutions

EXHIBIT A: FLUME PRODUCT

Description of Flume™ Products and Flume™ Services for Water Monitoring:

The Flume™ Smart Water System enables homeowners to detect leaks and monitor water usage in real time across their entire property, both indoors and out. With Flume, homeowners gain unprecedented understanding of their water use, helping them conserve water, save money and protect their home from costly leaks.

The Flume Smart Water System includes:

- The **Flume Water Sensor** simply straps onto an existing meter and measures flow rate to a tested accuracy of 99.9%.
- The **Flume WiFi Bridge** plugs into a power outlet and connects to a home WiFi network. It receives the signal from the Flume Water Sensor and sends this data securely into the cloud.
- The **Flume App** runs on an iOS or Android smartphone and accesses real-time water usage data from the cloud. It shows usage in real time right down to the minute, notifies users of existing leaks, and sends alerts when abnormal usage is detected.

How It Works

When water flows through a water meter, a magnetic disc spins inside of the meter. The rate at which this disc spins correlates directly to a water flow rate. The Flume Water Sensor measures this magnetic field from the meter and sends this information using Radio Frequency (RF) to the Flume Bridge.

The Flume Application

Water usage information is securely processed by the Flume Platform which delivers entire-property insights about customer's water usage via the Flume App. Machine learning is employed to detect abnormal water usage and leaks, even when users are away from their homes.

Flume application features:

- Basic Historical Usage Data (Month, Year)
- Monthly Budgets
- Last 24 hour usage viewing
- Flume Smart Leak Alerts
- Current Water Status (Whether water is running or not)
- Emergency Contacts (Set up leak notifications to go to friends/family when you are gone)
- Comparison Metrics for similar homes/properties
- Dedicated Support (Real time chat with help and leak assistance)
- Daily & Weekly Budgets
- Custom Leak Alerts (Set up any leak rules to match your specific home)
- Detailed Historical Usage Data (Hour, Minute)
- Real Time GPM
- Shared Access (Share access with friends, family, gardeners, plumbers)
- 15% off of Angi Plumbing Services

- Indoor v Outdoor Usage
- Integrations: Personal API Access, Orbit Integration, Alexa, Google

The Utility Platform

Flume can provide access to a utility dashboard that provides customer-specific water use information for customers who have purchased a device through the utility program. This dashboard displays customer specific information on all water users, including address, leaks, top water users, and more.

Support

The Flume Customer Support Team offers best-in-class service and support which is available between 7AM and 7PM PT on weekdays and 8AM to 5PM PT on weekends. Customers may contact the Flume Support Team at support@flumewater.com or through the chat feature built into the Flume App.

EXHIBIT B: VANDENBERG PROGRAM

- Vandenberg and Flume will jointly market this rebate program to Vandenberg's customer base.
- Customers will be directed to flumewater.com/vandenberg to purchase their discounted Flume Smart Water Systems.
- Vandenberg Customers will pay \$100+tax+shipping (normally \$249) for each Flume system at checkout.
- A portion of the device cost will be subsidized by Vandenberg.
- Flume will ship the systems directly to the customers to the address they provide.
- Customers will install their own devices when they are received.
- If customers have any questions or problems with their systems, they will contact Flume for support.
- Once the customer installs their device, Flume will refund \$25 back to the customer's credit card.

Vandenberg's Responsibilities

- Vandenberg agrees to market this program to its customer base. Emails are the most effective way to market this program. Flume can provide sample content for these emails, and will share best practices for maximizing the effectiveness of this email campaign. Expect to sell 25 Flume systems for each 1000 emails sent.
- Vandenberg may also market the Flume system to its customer base using other means, such as: traditional mail, social media, Vandenberg's website, newspaper articles, press releases, bill inserts, newsletters, etc.
- Vandenberg is hereby licensed to use Flume trademarks in association with such advertising provided trademarks are acknowledged in fine print as follows: "Flume and FlumeWater are registered trademarks of Flume, Inc. in the United States." Flume may review such advertising and make suggestions for minor changes. If Flume determines that advertising will adversely impact its trademarks, Flume may retract Vandenberg's right to use such trademarks.
- Vandenberg will direct their customers to flumewater.com/vandenberg to purchase discounted Flume systems.
- Vandenberg will reimburse Flume for each system sold through the above site (see schedule below).

Flume Responsibilities

- Flume will set up and administer a co-branded website at flumewater.com/vandenberg. Vandenberg customers will be directed to this site where they can purchase their discounted Flume systems.
- Before the launch of this program, Flume will host periodic meetings with Vandenberg regarding the design of the site and any other program related details.
- Flume will provide all customer support for the end-user customers between 7AM and 7PM PT on weekdays and between 8AM and 5PM PT on weekends. Customers may contact Flume Support at support@flumewater.com or through the chat feature built into the Flume app.
- Flume will do its best to verify any suspicious orders with Vandenberg before they are fulfilled. This will help prevent non-Vandenberg customers from ordering systems through this special site.
- Once verified, Flume will ship systems directly to the customers.
- Flume will provide a no-cost return option for customers that are not able to install their systems after contacting Flume support.
- Flume will provide Vandenberg with a complete list of their customers that have a Flume system upon request.
- Flume shall notify Vandenberg in advance of any events held by Flume concerning the Program and will allow participation by Vandenberg when appropriate.
- Flume will invoice Vandenberg as defined below in the "Program Pricing" section.

- Once the customer installs their device, Flume will refund \$25 back to the customer’s credit card.

Customer Responsibilities

- During the purchase of their Flume system, customers will agree to a Participant Agreement that Vandenberg will approve in writing. Among other things, this Participant agreement will authorize Flume to share customer water usage data with Vandenberg.
- Customers will be responsible for installing their Flume systems. Flume will provide customer support if there are any questions or problems.
- The customer will agree to the Flume End User License Agreement (EULA) when they install the Flume app. This EULA can be found at: <https://flumewater.com/eula/>
- The customer will agree to the Flume Privacy Policy when they install the Flume app. This Privacy Policy can be found at: <https://flumewater.com/privacy-policy/>

Scope and Timing

- This initial pilot program will only be available for Vandenberg customers.
- This program will be launched on a mutually agreeable date (tentatively in May 2024).

Program Pricing

Setup Costs

There is normally a \$2,500 setup fee for this program. This covers our expenses for project management, custom landing page (flumewater.com/vandenberg), marketing support, etc. However, Flume will discount this fee to \$1000 as long as Vandenberg agrees to market this program through an email campaign to their customers.

Rebate Program

Vandenberg will provide a \$130 + tax subsidy for each Flume sold. The customer will pay \$100 + tax + shipping at checkout. Once installed, Flume will refund \$25 to the customer’s credit card as an added incentive. After all rebates, the customer’s out-of-pocket cost will be \$75 + tax + shipping.

	Vandenberg Subsidy	Customer Pays	Flume refunds Customer after Install
Flume Device	\$130 + tax	\$100 + tax + shipping	\$25

*This pricing is only valid through December 31, 2024.

Utility Portal

The Flume Utility Platform is designed to make the most of Vandenberg’s network of Flume devices by alerting efficiency and/or customer service teams to leaks and high water use, while at the same time giving detailed insights on aggregate use across the service area. The utility platform also allows for easy administration of the rebate program.

The cost of the Flume utility portal is \$1188 per year for up to 100 Flume devices. After that, the cost is \$0.99 per Flume device per month.

Total Cost

At the beginning of the program, Flume will invoice Vandenberg for the following:

Description	Qty	Retail unit price	Discounted unit price	Total price
FLUME SMART WATER SYSTEM REBATES	30		\$130.00	\$3,900.00
FLUME UTILITY PORTAL (1 YEAR SUBSCRIPTION)	100	\$11.88	\$11.88	\$1,188.00
UTILITY PROGRAM SET UP FEE	1	\$2,500.00	\$1,000.00	\$1,000.00
Notes: ** Utility Portal is \$.99 per device/per month (min 100 devices)				
			Subtotal	\$6,088.00
			Tax	7.75% \$302.25
			Shipping*	\$0.00
				\$6,390.25

Contact Information

Katie Frick
Katie@flumewater.com
(810) 845-2826

Joe Fazio
joe@flumewater.com
(805) 705-2590

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors

ITEM: 8.B

FROM: Cynthia Allen, General Manager CA

DATE: May 7, 2024

SUBJECT: Workplace Violence Prevention Plan

Recommendations: Adopt the proposed Workplace Violence Prevention Plan.

Policy Implications: Senate Bill (SB) 553 requires all employers to adopt a workplace violence prevention plan before July 1, 2024.

Resource Impacts: None

Alternatives Considered: None

Discussion: Although not required at the time, in 2002, VVCSD adopted a voluntary Injury and Illness Prevention Program (IIPP) for Workplace Security. On September 20, 2023, Governor Gavin Newsom signed Senate Bill (SB) 553 into law, which requires all employers to adopt a workplace violence prevention plan before July 1, 2024. The attached draft plan updates the existing IIPP Workplace Security program to comply with the new requirements of SB 553.

Attachments: Draft Workplace Violence Prevention Plan

WORKPLACE VIOLENCE PREVENTION PLAN

Date First Enacted: February 14, 2002
 Date of Last Revision: April 19, 2024
 Date of Last Adoption: May 7, 2024

PURPOSE

Vandenberg Village Community Services District's Workplace Violence Prevention Plan (WVPP) addresses the hazards known to be associated with the four types of workplace violence as defined by Labor Code section 6401.9.

Type 1 violence – Workplace violence committed by a person who has no legitimate business at the worksite and includes violent acts by anyone who enters the workplace or approaches employees with the intent to commit a crime.

Type 2 violence – Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.

Type 3 violence – Workplace violence against an employee by a present or former employee, supervisor, or manager.

Type 4 violence – Workplace violence committed in the workplace by a person who does not work there but has or is known to have had a personal relationship with an employee.

SCOPE

This program applies to all Vandenberg Village Community Services District employees.

RESPONSIBILITY

The WVPP administrator is the General Manager and has the authority and responsibility for implementing the provisions of this plan for Vandenberg Village Community Services District.

All managers and supervisors are responsible for implementing and maintaining the WVPP in their work areas and for answering employee questions about the plan. A copy of the WVPP is available from each manager and supervisor.

EMPLOYEE ACTIVE INVOLVEMENT

Vandenberg Village Community Services District ensures the following policies and procedures to obtain the active involvement of employees in developing and implementing the plan:

- Management will work with and allow employees to participate in:
 - **Identifying, evaluating, and determining corrective measures to prevent workplace violence.** Field management will have weekly safety meetings with employees to discuss all areas of safety including the identification of workplace violence-related concerns/hazards, the evaluation of hazards and/or concerns, and hazard correction. Office management will have periodic safety meetings to discuss the identification, evaluation, and correction of workplace violence-related concerns/hazards. These meetings could involve brainstorming sessions, discussions of recent incidents, and reviews of safety procedures.
 - **Designing and implementing training.** Employees are encouraged to participate in designing and implementing training programs, and their suggestions are incorporated

into the training materials. For example, an employee might suggest a new training scenario based on a recent incident.

- **Reporting and investigating workplace violence incidents.**
- Management will ensure that all workplace violence policies and procedures within this written plan are clearly communicated and understood by all employees. Managers and supervisors will enforce the rules fairly and uniformly.
- All employees will follow all workplace violence prevention plan directives, policies, and procedures, and assist in maintaining a safe work environment.
- The plan shall be in effect at all times and in all work areas and be specific to the hazards and corrective measures for each work area and operation.

COMPLIANCE

District management is committed to ensuring that all safety and health policies and procedures involving workplace security are communicated and understood by all employees. Managers and supervisors are expected to enforce the rules fairly and uniformly.

All employees are responsible for using safe work practices, for following all directives, policies, and procedures, and for assisting in maintaining a safe and secure work environment.

Our system to ensure that all employees, including supervisors and managers, comply with work practices that are designed to make the workplace more secure, and do not engage in threats or physical actions that create a security hazard for others in the workplace, include at a minimum:

1. Providing effective procedures to ensure that supervisory and nonsupervisory employees comply with the WVPP.
2. Informing employees, supervisors, and managers of the provisions of our WVPP.
3. Evaluating the performance of all employees in complying with the District's workplace security measures.
4. Recognizing employees who demonstrate safe work practices that promote the WVPP in the workplace.
5. Providing training to all employees and retraining and/or counseling to employees whose performance is deficient in complying with work practices designed to ensure workplace security.
6. Disciplining employees for failure to comply with workplace security practices.

COMMUNICATION

The District recognizes that open, two-way communication between our management team, staff, and other employers about workplace violence issues is essential to a safe and productive workplace. The following communication system is designed to facilitate a continuous flow of workplace violence prevention information between management and staff in a form that is readily understandable by all employees, and consists of one or more of the following:

1. New employee orientation includes workplace violence prevention policies and procedures.
2. Periodic review of our WVPP with all personnel.
3. Workplace violence prevention training programs.
4. Regularly scheduled meetings that address security issues and potential workplace violence hazards.
5. Effective communication between employees and supervisors about workplace violence prevention and violence concerns.

6. A system to ensure that all employees, including managers and supervisors, understand the workplace security policies.
7. Posted or distributed workplace violence prevention information.
8. Acceptance of anonymous reports of workplace security hazards or threats of violence.

Employees will not be prevented from accessing their mobile or other communication devices to seek emergency assistance, assess the safety of a situation, or communicate with a person to verify their safety. Employees' concerns will be investigated promptly, and they will be informed of the results of the investigation and any corrective actions to be taken.

COORDINATION WITH OTHER EMPLOYERS

Vandenberg Village Community Services District will implement the following effective procedures to coordinate the implementation of its plan with other employers to ensure that those employers and employees understand their respective roles, as provided in the plan.

- All employees will be trained in workplace violence prevention.
- Workplace violence incidents involving any employee are reported, investigated, and recorded.
- At a multiemployer worksite, Vandenberg Village Community Services District will ensure that if its employees experience a workplace violence incident then Vandenberg Village Community Services District will record the information in a violent incident log and shall also provide a copy of that log to all employers at that worksite.

GUIDELINES REGARDING TRESPASSERS ON DISTRICT PROPERTY

From time to time, District employees may encounter trespassers or unauthorized individuals at District facility sites. If such trespassers are encountered, employees should advise the trespassers that they are not permitted on District property and request that they immediately leave the property. If they decline to vacate the property, the employee should immediately contact the appropriate law enforcement agency that services the area of the facility, as well as the employee's immediate supervisor. Employees shall not, under any circumstance, ever attempt to physically remove trespassers from District property. In addition, employees shall not verbally address trespassers in a manner that may provoke a physical confrontation between the employee and the trespasser(s).

These guidelines are intended to minimize the District's liability for injury to others but are primarily intended to assure the safety of District employees from physical harm.

WORKPLACE VIOLENCE HAZARD IDENTIFICATION AND EVALUATION

The District shall perform workplace violence hazard identification and evaluation through periodic inspections. Periodic inspections to identify and evaluate workplace security hazards and threats of workplace violence are performed according to the following schedule:

1. Annually.
2. When we initially established our WVPP.
3. When new, previously unidentified security hazards are recognized.
4. When occupational injuries or threats of injury occur.
5. When we hire and/or reassign permanent or intermittent employees to processes, operations, or tasks for which a hazard evaluation has not been previously conducted.
6. Whenever workplace security conditions warrant an inspection.

Periodic inspections for security hazards consist of the identification and evaluation of workplace security hazards and changes in employee work practices and may require assessing for more than one type of workplace violence. The District performs inspections for each type of workplace violence by using the methods specified below to identify and evaluate workplace security hazards.

- The exterior and interior of the workplace for its attractiveness to robbers.
- The need for violence surveillance measures, such as mirrors and cameras.
- Procedures for employee response during a robbery or other criminal act, including our policy prohibiting employees, who are not security guards, from confronting violent persons or persons committing a criminal act.
- Procedures for reporting suspicious persons or activities.
- Effective location and functioning of emergency buttons and alarms.
- Effectiveness of systems and procedures to warn others of a security danger or to summon assistance.
- Posting of emergency telephone numbers for law enforcement, fire, and medical services.
- Whether employees have access to a telephone with an outside line.
- Whether employees have a designated safe area where they can go to in an emergency.
- Limiting the amount of cash on hand.
- Access to, and freedom of movement within, the workplace.
- Adequacy of workplace security systems, such as door locks, entry codes, security windows, physical barriers, and restraint systems.
- Frequency and severity of threatening or hostile situations that may lead to violent acts by persons who are service recipients of the District.
- Employees' skill in safely handling threatening or hostile service recipients.
- The availability of employee escape routes.
- How well the District's anti-violence policy has been communicated to employees, supervisors, or managers.
- How well the District's management and employees communicate with each other.
- Our employees', supervisors', and managers' knowledge of the warning signs of potential workplace violence.
- The use of work practices such as the "buddy" system for specified emergency events.
- Access to, and freedom of movement within, the workplace by non-employees, including recently discharged employees or persons with whom one of our employees is having a dispute.
- Frequency and severity of employee reports of threats of physical or verbal abuse by managers, supervisors, or other employees.
- Any prior violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace.
- Employee disciplinary and discharge procedures.

WORKPLACE VIOLENCE INCIDENT REPORTING PROCEDURE

Vandenberg Village Community Services District will implement the following effective procedures to ensure that:

- All threats or acts of workplace violence are reported to an employee's supervisor or manager, who will inform the WVPP administrator. If that's not possible, employees will report incidents directly to the WVPP administrator, Vandenberg Village Community Services District General Manager.

- Employees can report incidents to their supervisor, HR, or through an anonymous online form at <https://www.vvcsd.org/workplace-violence-incident-log>.

A strict non-retaliation policy is in place and any instances of retaliation will be dealt with swiftly and decisively.

EMERGENCY RESPONSE PROCEDURES

Vandenberg Village Community Services District has in place the following specific measures to handle actual or potential workplace violence emergencies:

- Alert employees of the presence, location, and nature of workplace violence emergencies by calling or texting the employees' cellular phones and/or activating the emergency button on the security alarm system.
- The evacuation and sheltering plan can be found in the EMERGENCY ACTION PLAN in Section L.
- Contact information for law enforcement and emergency services is posted at all locations.

WORKPLACE VIOLENCE HAZARD CORRECTION

Workplace violence hazards will be evaluated and corrected promptly. Vandenberg Village Community Services District will implement the following effective procedures to correct workplace violence hazards that are identified:

- Hazards that threaten the security of employees shall be corrected promptly based on severity when they are first observed or discovered.
- If an imminent workplace violence hazard exists that cannot be immediately abated without endangering employee(s), and requires outside intervention, all exposed employee(s) will be removed from the situation except those necessary to oversee the situation until law enforcement arrives.
- If an imminent workplace violence hazard exists that cannot be immediately abated without endangering employee(s) and does not require outside intervention, all exposed employee(s) will be removed from the situation except those necessary to correct the existing condition. Employees required to correct the hazardous condition will be provided with the necessary protection.
- All corrective actions taken will be documented and dated on the appropriate forms.
- Corrective measures for workplace violence hazards will be specific to a given work area.

Corrective measures for workplace security hazards can include:

- Making the workplace unattractive to robbers.
- Procedures for reporting suspicious persons or activities.
- Posting emergency telephone numbers for law enforcement, fire, and medical services where employees have access to a telephone with an outside line.
- Limiting the amounts of cash on hand.
- Employee, supervisor, and management training on emergency action procedures.
- Controlling access to the workplace and freedom of movement within it, consistent with business necessity.
- Ensuring the adequacy of workplace security systems, such as door locks, security windows, physical barriers, and restraint systems.
- Providing employee training in recognizing and handling threatening or hostile situations that may lead to violent acts by persons who are service recipients of the District.
- Placing effective systems to warn others of a security danger or to summon assistance.

- Ensuring adequate employee escape routes.
- Effectively communicating the District's anti-violence policy to all employees, supervisors, or managers.
- Improving how well the District's management and employees communicate with each other.
- Increasing awareness by employees, supervisors, and managers of the warning signs of potential workplace violence.
- Controlling access to, and freedom of movement within, the workplace by non-employees, including recently discharged employees or persons with whom one of our employees is having a dispute.
- Providing counseling to employees or managers who exhibit behavior that represents strain or pressure which may lead to physical or verbal abuse of co-employees.
- Ensure that all reports of violent acts, threats of physical violence, verbal abuse, property damage, or other signs of strain or pressure in the workplace are handled effectively by management and that the person making the report is not subject to retaliation by the person making the threat.
- Ensure that employee disciplinary and discharge procedures address the potential for workplace violence.

PROCEDURES FOR POST-INCIDENT RESPONSE AND INVESTIGATION

After a workplace incident, the WVPP administrator or their designee will implement the following post-incident procedures:

- Visit the scene of an incident as soon as safe and practicable.
- Interview all parties involved, such as employees, witnesses, law enforcement, and/or security personnel.
- Review security footage of existing security cameras, if applicable.
- Examine the workplace for security risk factors associated with the incident, including any previous reports of inappropriate behavior by the perpetrator.
- Determine the cause of the incident.
- Take corrective action to prevent similar incidents from occurring.
- Record the findings and ensure corrective actions are taken.
- Obtain any reports completed by law enforcement.
- The violent incident log found in Appendix B will be used for every workplace violence incident and will include information, such as:
 - The date, time, and location of the incident.
 - The workplace violence type or types involved in the incident.
 - A detailed description of the incident.
 - A classification of who committed the violence, including whether the perpetrator was a client or customer, family or friend of a client or customer, stranger with criminal intent, coworker, supervisor or manager, partner or spouse, parent or relative, or other perpetrator.
 - A classification of circumstances at the time of the incident, including, but not limited to, whether the employee was completing usual job duties, working in poorly lit areas, rushed, working during a low staffing level, isolated or alone, unable to get help or assistance, working in a community setting, or working in an unfamiliar or new location.
 - A classification of where the incident occurred, such as in the workplace, parking lot or other area outside the workplace, or other area.
 - The type of incident, including, but not limited to, whether it involved any of the following:

- Physical attack without a weapon, including, but not limited to, biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or spitting.
- Attack with a weapon or object, including, but not limited to, a firearm, knife, or other object.
- Threat of physical force or threat of the use of a weapon or other object.
- Sexual assault or threat, including, but not limited to, rape, attempted rape, physical display, or unwanted verbal or physical sexual contact.
- Animal attack.
- Other.
- Consequences of the incident, including, but not limited to:
 - Whether security or law enforcement was contacted and their response.
 - Actions taken to protect employees from a continuing threat or any other hazards identified as a result of the incident.
 - Information about the person completing the log, including their name, job title, and the date completed.
- Review all previous incidents.
- Provide support and counseling services to affected employees.

Ensure that no personal identifying information is recorded or documented in the written investigation report. This includes information that would reveal the identification of any person involved in a violent incident, such as the person's name, address, electronic mail address, telephone number, social security number, or other information that, alone or in combination with other publicly available information, reveals the person's identity.

VIOLENT INCIDENT LOG

The violent incident log found in Appendix B must be used for every workplace violence incident that occurs in our workplace. At a minimum, it will include the information required by Labor Code § 6401.9(d).

The information that is recorded will be based on:

- Information provided by the employees who experienced the incident of violence.
- Witness statements.
- All other investigation findings.

All information that personally identifies the individual(s) involved will be omitted from this log, such as:

- Names
- Addresses – physical and electronic
- Telephone numbers
- Social security number

TRAINING AND INSTRUCTION

All employees, including managers and supervisors, will have training and instruction on general and job-specific workplace violence practices. These sessions could involve presentations, discussions, and practical exercises. Training and instruction will be provided as follows:

- When the WVPP is first established and periodically thereafter.

- Training shall also be provided to all new employees and to other employees for whom training has not previously been provided and to all employees, supervisors, and management given new job assignments for which specific workplace security training for that job assignment has not previously been provided.
- Additional training and instruction will be provided to all personnel whenever the employer is made aware of new or previously unrecognized security hazards. The additional training may be limited to addressing the new workplace violence hazard or changes to the plan.

General workplace security training and instruction includes, but is not limited to, the following:

1. Explanation of the WVPP, how to obtain a copy of the employer's plan at no cost, and how to participate in the development and implementation of the employer's plan.
2. How to report workplace violence incidents or concerns to the employer or law enforcement without fear of reprisal.
3. Additional training to employees whose performance is deficient in complying with work practices designed to ensure workplace security.
4. Recognition of workplace security hazards including the risk factors associated with the four types of workplace violence.
5. Workplace violence hazards specific to the employees' jobs, the corrective measures Vandenberg Village Community Services District has implemented, how to seek assistance to prevent or respond to violence, and strategies to avoid physical harm.
6. The violent incident log and how to obtain copies of records about hazard identification, evaluation and correction, training records, and violent incident logs.
7. Opportunities that Vandenberg Village Community Services District has for interactive questions and answers with a person knowledgeable about the plan.
8. Measures to prevent workplace violence, including procedures for reporting workplace security hazards or threats to managers and supervisors.
9. Ways to defuse hostile or threatening situations.
10. Strategies to avoid/prevent workplace violence and physical harm, such as how to recognize workplace violence hazards including the risk factors associated with the four types of workplace violence and ways to defuse hostile or threatening situations.
11. Measures to summon others for assistance.
12. Employee routes of escape.
13. How to recognize alerts, alarms, or other warnings about emergency conditions, and how to use identified escape routes or locations for sheltering.
14. Notification of law enforcement authorities when a criminal act may have occurred.
15. Emergency medical care is provided in the event of any violent act upon an employee.
16. Post-event trauma counseling for those employees desiring such assistance.

EMPLOYEE ACCESS TO THE WRITTEN WVPP

Vandenberg Village Community Services District ensures that the WVPP plan shall be in writing and shall always be available and easily accessible to employees, authorized employee representatives, and representatives of Cal/OSHA. This will be accomplished by providing printed bound copies to all departments to be placed in prominent places. Whenever an employee requests a copy of the written WVPP, we will provide the requester with a printed copy of the WVPP, unless the employee agrees to receive an electronic copy. An electronic copy of the WVPP is also available on the District's website at <http://vvcbsd.org>.

RECORDKEEPING

Vandenberg Village Community Services District is a local government entity with less than 20 employees, not a high-hazard industry, and maintains a workers' compensation experience modification rate of less than 1.1. The District keeps written records of the steps taken to

implement and maintain our WVPP as required by Labor Code § 6401.7(e)(2). All records of workplace violence hazard identification, evaluation, and correction; training, incident logs, and workplace violence incident investigations required by Labor Code § 6401.9(f), shall be made available to Cal/OSHA upon request for examination and copying.

EMPLOYER REPORTING RESPONSIBILITIES

As required by California Code of Regulations (CCR), Title 8, Section 342(a). Reporting Work-Connected Fatalities and Serious Injuries, Vandenberg Village Community Services District will immediately report to Cal/OSHA any serious injury or illness (as defined by CCR, Title 8, Section 330(h)), or death (including any due to Workplace Violence) of an employee occurring in a place of employment or in connection with any employment.

EMPLOYEE ACCESS TO RECORDS

The following records shall be made available to employees and their representatives, upon request and without cost, for examination and copying within 15 calendar days of a request:

- Records of workplace violence hazard identification, evaluation, and correction.
- Training records.
- Violent incident logs.

REVIEW AND REVISION OF THE WVPP

The Vandenberg Village Community Services District WVPP will be reviewed for effectiveness:

- At least annually.
- When a deficiency is observed or becomes apparent.
- After a workplace violence incident.
- As needed.

Review and revision of the WVPP will include the procedures listed in the EMPLOYEE ACTIVE INVOLVEMENT section of this WVPP, as well as the following procedures to obtain the active involvement of employees and authorized employee representatives in reviewing the plan's effectiveness:

- A review of Vandenberg Village Community Services District's WVPP should include, but is not limited to:
 - Review of incident investigations and the violent incident log.
 - Assessment of the effectiveness of security systems, including alarms, emergency response, and security personnel availability (if applicable).
- Review that violence risks are being properly identified, evaluated, and corrected. Any necessary revisions are made promptly and communicated to all employees.

DEFINITIONS

Emergency – Unanticipated circumstances that can be life-threatening or pose a risk of significant injuries to employees or other persons.

Engineering controls – An aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the employee and the hazard.

Log – The violent incident log that is required by Labor Code § 6401.9.

Plan – The workplace violence prevention plan that is required by Labor Code § 6401.9.

Serious injury or illness – Any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by an accident on a public street or highway, unless the accident occurred in a construction zone.

Threat of violence – Any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.

Workplace violence – Any act of violence or threat of violence that occurs in a place of employment. **Workplace violence** does not include lawful acts of self-defense or defense of others. **Workplace violence** includes, but is not limited to, the following:

- The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.
- An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.
- The following four workplace violence types:
 - **Type 1 violence** – Workplace violence committed by a person who has no legitimate business at the worksite, and includes violent acts by anyone who enters the workplace or approaches employees with the intent to commit a crime.
 - **Type 2 violence** – Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.
 - **Type 3 violence** – Workplace violence against an employee by a present or former employee, supervisor, or manager.
 - **Type 4 violence** – Workplace violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.

Work practice controls – Procedures and rules that are used to effectively reduce workplace violence hazards.

EMPLOYEE ACKNOWLEDGMENT OF RECEIPT

This is to acknowledge that I have been given the opportunity to read a copy of the WORKPLACE VIOLENCE PREVENTION PLAN and know where the copy is kept for future review. I understand that it contains important information on the District's policy on workplace violence and my privileges and obligations as an employee. I acknowledge that I am expected to read, understand, and adhere to District policies and will familiarize myself with the material in the plan.

EMPLOYEE'S SIGNATURE

Date

EMPLOYEE'S NAME (Typed or Printed)

VIOLENT INCIDENT LOG

Date the incident occurred: _____

Time the incident occurred: _____ a.m./p.m.

Location(s) of Incident	Workplace Violence Type (Indicate Type 1, 2, 3, or 4)

Type 1 violence – Workplace violence committed by a person who has no legitimate business at the worksite and includes violent acts by anyone who enters the workplace or approaches employees with the intent to commit a crime.

Type 2 violence – Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.

Type 3 violence – Workplace violence against an employee by a present or former employee, supervisor, or manager.

Type 4 violence – Workplace violence committed in the workplace by a person who does not work there but has or is known to have had a personal relationship with an employee.

Check which of the following describes the type(s) of incident, and explain in detail:

Note: It's important to understand that "Workplace Violence Type" and "Type of Incident" have separate requirements. For this part of the log, "Type of Incident" specifically refers to the nature or characteristics of the incident being logged. It does not refer to the type of workplace violence.

- Physical attack without a weapon, including, but not limited to, biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or spitting.
- Attack with a weapon or object, including, but not limited to, a firearm, knife, or other object.
- Threat of physical force or threat of the use of a weapon or other object.
- Sexual assault or threat, including, but not limited to, rape, attempted rape, physical display, or unwanted verbal or physical sexual contact.
- Animal attack.
- Other.

Explain: Provide a detailed description of the incident and any additional information on the violence incident type and what it included. Continue on a separate sheet of paper if necessary.

Workplace violence committed by:

- Customer
- Family or friend of a customer
- Stranger with criminal intent
- Coworker
- Supervisor or manager
- Family or friend of an employee
- Other. Explain

Circumstances at the time of the incident:

Write/type what was happening at the time of the incident, including, but not limited to, whether the employee was completing usual job duties, working in poorly lit areas, rushed, working during a low staffing level, isolated or alone, unable to get help or assistance, working in a community setting, or working in an unfamiliar or new location.

Where did the incident occur?

Consequences of the incident, including, but not limited to:

Was law enforcement contacted? Yes or No. Did they respond? Yes or No. If yes, explain below:

Were there any injuries? Yes or No. If yes, explain below:

Were emergency medical responders other than law enforcement contacted, such as a Fire Department, Paramedics, or On-site First-aid certified personnel? Yes or No. If yes, explain below:

Did the severity of the injuries require reporting to Cal/OSHA? If yes, document the date and time this was done, along with the name of the Cal/OSHA representative contacted.

A copy of this violent incident log needs to be provided to the employer. Indicate when it was provided and to whom.

This violent incident log was completed by:

SIGNATURE

Date

NAME (Typed or Printed)

TITLE

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors

ITEM: 8.C

FROM: Cynthia Allen, General Manager *CA*

DATE: May 7, 2024

SUBJECT: Floradale Bridge

Recommendations: Receive an update regarding the Floradale Bridge Sewer Relocation project.

Policy Implications:

- Santa Barbara County owns Floradale Bridge.
- The city of Lompoc owns the sewer pipe attached to the bridge which conveys sewage from Vandenberg Village to the Lompoc Regional Wastewater Reclamation Plant (LRWRP).
- VVCSD is required to reimburse the city for all expenditures necessary to complete the Sewer Pipe Relocation, including but not limited to design, inspection, project management, and construction contracts under the Floradale Bridge Reimbursement Agreement signed by the City of Lompoc and VVCSD effective May 5, 2020.
- The comprehensive Wastewater Service Agreement between the city of Lompoc and VVCSD, effective July 1, 2010, requires the District to maintain a Wastewater Capital Reserve Fund (WCRF) of \$742,642 on deposit with the city. The WCRF requirement stems from the \$92 million State Revolving Fund (SRF) loan for the LRWRP Upgrade Project.

Resource Impacts:

- Under the wastewater agreements with the city of Lompoc, VVCSD is obligated to reimburse the city 100 percent of the costs associated with the sewer facilities used by the District.

- As of September 2022, the total cost to relocate the sewer pipe from the existing bridge to a new bridge was estimated at \$2.5 million.

Alternatives Considered: None

Discussion: The original bridge on Floradale Avenue across the Santa Ynez River was a box girder bridge with six spans and was constructed in 1969. In 1974, the Lompoc Regional Wastewater Management System was constructed which included the LRWRP and a 3.4-mile pipeline from Vandenberg Village to the LRWRP which is called the Vandenberg Village Interceptor. The portion of the interceptor that traverses the Santa Ynez River was initially constructed as two 8" siphons underneath the riverbed; however, those siphons were damaged by severe flooding. In 1979, the siphons were replaced with a single, 10-inch ductile iron pipe attached to the Floradale Bridge.

CalTrans found the bridge to be seismically deficient and susceptible to collapse during an earthquake. The County hired two firms, BKF Engineers from Newport Beach and Cornerstone Engineers from Fresno, to design a project to replace it. VVCSD and the city of Lompoc first became aware of the project in 2017 and realized the impact on their sewer assets. Lompoc requested proposals and hired Wallace Group from San Luis Obispo to design a separate project to replace the sewer pipe. Steve Tanaka, P.E., was the firm's design engineer for this project as well as a sister project to relocate the American Water (Vandenberg Space Force Base) 20-inch ductile iron pipe on the other side of the bridge.

The initial design was to mount the sewer line to the new bridge. However, CalTrans required the sewer line to be encased within a 24-inch welded steel pipe. Because this would hamper necessary maintenance and repair, VVCSD and the City of Lompoc chose to utilize an existing 20-foot sewer line easement to place two inverted 12-inch High-Density Polyethylene siphon sewer lines under the Santa Ynez River using directional drilling technology.

The City of Lompoc awarded the construction contract for \$1,476,210 to Tierra Contracting on May 17, 2022. The staff report to the city council noted a construction budget of \$1,992,726. This amount does not include engineering and design costs incurred up to that point. To date, VVCSD has

paid \$1.954 million to the City of Lompoc. VVCSD is still awaiting a detailed reconciliation of all costs.

Attachments:

1. Floradale Sewer Relocation project reconciliation
2. Memo from Joe Barget, dated September 15, 2022
3. Bidder's List, dated April 26, 2022
4. Reimbursement Agreement for Floradale Sewer Relocation, effective May 5, 2020

G/L ACCOUNT DETAIL

Org: 753wv Object: 797060
 ww-Collection Sys Renovation

YEAR	PER	JOURNAL	EFF DATE	SRC	TR	PO/REF2	REFERENCE	AMOUNT	POSTED
2023	12	1319	06/30/2023	GEN	1	Retention	Retention	76,677.20	Y
2023	12	1204	06/01/2023	API	1	230342	11	686.00	Y
2023	12	1189	06/30/2023	GEN	1	June 2023	Eng Chrgs	2,849.76	Y
2023	12	1161	06/01/2023	API	1	230320	11	111,924.29	Y
2023	12	228	06/01/2023	API	1	220066	11	228.00	Y
2023	11	1026	05/31/2023	GEN	1	May 2023	Eng Chrgs	4,587.61	Y
2023	11	700	05/01/2023	API	1	230320	48	29,816.82	Y
2023	11	699	05/01/2023	API	1	230321	22	2,367.36	Y
2023	10	931	04/30/2023	GEN	1	April 2023	Eng Chrgs	5,266.37	Y
2023	10	731	04/01/2023	API	1	230322	22	10,187.50	Y
2023	10	716	04/01/2023	API	1	230320	48	105,434.80	Y
2023	10	715	04/01/2023	API	1	230321	22	72.26	Y
2023	09	992	03/31/2023	GEN	1	Mar 2023	Eng Chrgs	7,786.71	Y
2023	09	943	03/01/2023	API	1	220066	48	513.00	Y
2023	09	581	03/20/2023	API	1	230321	22	2,614.35	Y
2023	09	325	03/01/2023	API	1	230320	48	154,424.40	Y
2023	09	196	03/01/2023	API	1	220066	48	399.00	Y
2023	09	32	03/01/2023	API	1	230321	48	7.67	Y
2023	08	781	02/28/2023	GEN	1	Feb 2023	Eng Chrgs	3,211.51	Y
2023	08	347	02/01/2023	API	1	230322	48	13,179.38	Y
2023	08	252	02/15/2023	GEN	1	Dec 2022	Eng Chrgs	2,234.10	Y
2023	08	170	02/01/2023	API	1	230322	48	13,717.50	Y
2023	08	36	02/01/2023	API	1	230321	84	1,754.34	Y
2023	08	36	02/01/2023	API	1	220066	84	342.00	Y
2023	07	1061	01/31/2023	GEN	1	Jan 2023	Eng Chrgs	3,770.04	Y
2023	07	674	01/10/2023	API	1	230320	84	208,965.80	Y
2023	07	216	01/10/2023	API	1	220066	84	705.50	Y
2023	07	216	01/10/2023	API	1	230342	84	36.25	Y
2023	07	35	01/03/2023	API	1	230321	48	5,530.71	Y
2023	06	457	12/01/2022	API	1	230320	48	393,347.50	Y
2023	06	319	12/01/2022	API	1	230322	48	25,392.13	Y
2023	06	182	12/01/2022	API	1	230322	48	27,300.14	Y
2023	06	182	12/01/2022	API	1	230322	48	46,056.75	Y
2023	06	182	12/01/2022	API	1	230321	48	907.79	Y
2023	06	182	12/01/2022	API	1	230342	48	19,891.25	Y
2023	06	182	12/01/2022	API	1	230342	48	2,669.25	Y
2023	06	182	12/01/2022	API	1	230320	48	312,989.38	Y
2023	06	182	12/01/2022	API	1	220066	48	953.50	Y
2023	05	713	11/30/2022	GEN	1	Nov 2022	Eng Chrgs	6,632.47	Y
2023	05	189	11/01/2022	API	1	220066	48	1,286.88	Y
2023	05	189	11/01/2022	API	1	230342	48	9,437.25	Y
2023	04	800	10/31/2022	GEN	1	Oct 2022	Eng Chrgs	7,107.28	Y
2023	04	598	10/01/2022	API	1	230320	48	99,085.00	Y
2023	04	378	10/01/2022	API	1	220066	48	3,713.63	Y
2023	04	375	10/06/2022	API	1	230321	22	2,024.15	Y
2023	04	188	10/01/2022	API	1	210295	48	36.25	Y
2023	04	188	10/01/2022	API	1	230342	48	3,915.00	Y
2023	04	188	10/01/2022	API	1	230342	48	2,911.75	Y
2023	03	2065	09/30/2022	GEN	1	Sept 2022	Eng Chrgs	10,318.75	Y
2023	03	2018	09/01/2022	API	1	230321	2023	420.57	Y

G/L ACCOUNT DETAIL

Org: 753wv Object: 797060
 ww-Collection Sys Renovation

YEAR	PER	JOURNAL	EFF DATE	SRC TR	PO/REF2	REFERENCE	AMOUNT	POSTED
2023	03	2018	09/01/2022	API 1	230321	2023	915.52	Y
2023	03	1908	09/01/2022	API 1	230322	2023	6,123.75	Y
2023	03	1733	09/01/2022	API 1	230322	2023	9,642.32	Y
2023	03	1537	09/01/2022	API 1	220066	48	2,692.88	Y
2023	02	1034	08/31/2022	GEN 1	Aug 2022	Eng Chrgs	8,294.14	Y
2023	02	1023	08/22/2022	API 1		10	527.87	Y
2023	02	1023	08/22/2022	API 1		10	39.73	Y
2023	02	269	08/01/2022	API 1	210295	2023	725.00	Y
2023	01	982	07/31/2022	GEN 1	July 2022	IntlSvccHq	6,897.82	Y

Total Amount: 1,781,545.93

** END OF REPORT - Generated by Robert Cross **

Prior payments 1,584,821.07

Remainder due 196,724.86 (see highlighted items)

G/L ACCOUNT DETAIL

Org: 753wv Object: 797060
 ww-Collection Sys Renovation

YEAR	PER	JOURNAL	EFF DATE	SRC	TR	PO/REF2	REFERENCE	AMOUNT	POSTED
2024	06	79	12/01/2023	API	1	230322	900	25,010.50	Y
2024	05	1008	11/30/2023	GEN	1	Nov 2023	Eng Chrgs	1,067.65	Y
2024	03	816	09/01/2023	API	1	220066	826	1,132.00	Y
2024	03	274	09/01/2023	API	1	230320	826	74,526.20	Y
2024	02	1172	08/31/2023	GEN	1	Aug 2023	Eng Chrgs	1,424.86	Y
2024	01	1195	07/01/2023	GRV	1	Retention	2312001319	-76,677.20	Y
2024	01	1063	07/31/2023	GEN	1	July 2023	Eng Chrgs	2,011.96	Y
2024	01	42	07/05/2023	INI	1	ENG	ISSUE	139.04	Y

Total Amount: 28,635.01

** END OF REPORT - Generated by Robert Cross **

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

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



-87-

"Pride in Community Service"

September 15, 2022

FLORADALE SEWER RELOCATION PROJECT

Vandenberg Village Community Services District (VVCSD) has a critical infrastructure project to replace 2,500 linear feet (LF) of 50-year-old sewer main leading to and currently strapped along the Floradale Bridge. The sewer main is one component of the Regional Wastewater Management System owned by the city of Lompoc. It conveys about 400,000 gallons per day (GPD) of raw sewage from the 7,300 residents of Vandenberg Village, across the Santa Ynez River, to the Lompoc Regional Wastewater Reclamation Plant (LRWRP) for tertiary treatment.

Santa Barbara County is replacing the bridge. As a result, VVCSD must relocate the sewer main. Wallace Group, San Luis Obispo, CA, designed the project which will replace the existing 10-inch diameter ductile iron pipe on the bridge with a 12-inch diameter, horizontal direction drill (HDD) high-density polyethylene (HDPE) pipe underneath the Santa Ynez River. The city of Lompoc, as lead agency adopted a mitigated negative declaration (MND) for the project on April 6, 2021.

On May 17, 2022, a \$1,476,210 contract was awarded to Tierra Contracting, Inc., to construct the project. Work began in September 2022. Total design, environmental compliance, construction, and construction management costs are estimated at **\$2.5 million** which translates to \$800 per household in Vandenberg Village.

A handwritten signature in blue ink that reads "Joe Barget". The signature is fluid and cursive, with a large loop at the end.

Joe Barget
General Manager

BIDDERS LIST

**VVCS D Interceptor Sewer Siphon at
Floradale Avenue**

PROJECT NO. FY-21-WW-1

BID OPENING: 2:00 p.m., TUESDAY, APRIL 26, 2022

CONTRACTOR	BASE BID AMOUNT
Tierra Contracting, Inc. 5484 Overpass Road Santa Barbara, CA 93111	\$1,476,210
Brough Construction 634 Printz Road Arroyo Grande, CA 93420	\$1,624,140
Specialty Construction 645 Clarion Ct. San Luis Obispo, CA 93401	\$2,157,055

The Engineer's construction cost estimate prepared during design and as advertised was in the range of \$1,000,000 to \$1,200,000.

**REIMBURSEMENT AGREEMENT
FOR
FLORADALE SEWER RELOCATION**

THIS REIMBURSEMENT AGREEMENT (“**Agreement**”) is made and entered into this 5th day of May, 2020 (“**Effective Date**”) by and between the CITY OF LOMPOC, a municipal corporation (“**City**”), and VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT, a community services district (“**District**”). City and District may be referred to herein individually as “**Party**” or collectively as “**Parties.**”

RECITALS

A. City owns and operates the Lompoc Regional Wastewater Reclamation Plant (“**Plant**”), as well as a system of sewer pipes conveying sewage to the Plant (“**Sewer Pipes**”). One such sewage pipe is located beneath Floradale Avenue and is suspended beneath the Floradale Avenue bridge, which crosses the Santa Ynez River (“**Bridge**”).

B. District is a community services district established under California Government Code Section 61000 *et seq.* to provide water and wastewater services to Vandenberg Village, an unincorporated area of Santa Barbara County located just north of the City of Lompoc.

C. District has the right to deliver wastewater to the Plant through the Sewer Pipes for treatment and disposal pursuant to the Wastewater Service Agreement, entered into by City and District, and effective on July 1, 2010 (“**Wastewater Service Agreement**”). The Wastewater Service Agreement is incorporated into this Agreement by reference.

D. On June 9, 2018, the Santa Barbara County Department of Public Works, Transportation Division, issued a Notice to Owner to City, informing City of its intention to replace the Bridge with a new bridge (“**Project**”) and requiring City to relocate the portion of the Sewer Pipes suspended from the Bridge to the new bridge (“**Sewer Pipe Relocation**”).

E. The Project obligates City to pay for the cost of the Sewer Pipe Relocation.

F. Pursuant to the Wastewater Service Agreement, Chapter V, Subsection C.3, District is required to pay City any reasonable and necessary extraordinary costs incurred by City in assuring the effective operation of the wastewater system that are properly attributable to the conveyance of District’s influent wastewater.

G. The Sewer Pipe in the Bridge is used exclusively for the conveyance of District’s influent wastewater, and District agrees to reimburse City for the costs of the Sewer Pipe Relocation.

H. As further discussed in the Wastewater Service Agreement, City has established a Wastewater Capital Reserve Fund (“WCRF”) to help pay for improvements to the Plant and sewer system. As further described in the Wastewater Services Agreement, District is required to pay funds to City to maintain the WCRF balance.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and District agree as follows:

AGREEMENT

1. Recitals. The Recitals are true and correct and are incorporated herein.
2. Term. This Agreement shall commence on the Effective Date and shall continue thereafter until the District has fulfilled its reimbursement obligations under this Agreement.
3. City’s Responsibilities. City shall:
 - 3.1 Be responsible for overseeing and administering the Sewer Pipe Relocation. This includes procurement of all contracts necessary to complete the Sewer Pipe Relocation, including but not limited to design, inspection, project management, and construction contracts (“**Project Contracts**”). This also includes compliance with any requirements imposed by Santa Barbara County or other authorities overseeing the Project.
 - 3.2 Comply with all purchasing and prevailing wage requirements applicable to the City in the City’s municipal code and in state and federal law.
 - 3.3 Provide District with monthly invoices for reimbursement amounts. City will use funds from the WCRF to pay for costs of the Sewer Pipe Relocation and will then invoice District for amounts needed to replenish the WCRF.
 - 3.4 Provide District, upon request, with access to any documents reasonably necessary for District to understand and verify costs incurred by the City for the Sewer Pipe Relocation.
4. District’s Responsibilities. District shall:
 - 4.1 Reimburse City for all expenditures paid by City under the Project Contracts.
 - 4.2 Reimburse City for all contract administration and project management costs in accordance with the most recent City of Lompoc Engineering Billing Rates.
 - 4.3 Make payment to City in accordance with Section 4.1 and 4.2 within thirty (30) days of receiving an invoice from City. Invoiced amounts shall bear interest at the H.15 Interest Rate, as defined in the Wastewater Services Agreement, beginning on the 31st day after the invoice date if full payment is not made.

5. Waiver and Hold Harmless. Notwithstanding any limitation that would otherwise be imposed by Government Code section 895–895.8, District waives any and all claims it may otherwise have against City arising from or related to interruption of sewer and wastewater treatment services due to the Sewer Pipe Relocation, and shall indemnify and hold City, and its officers, employees, and agents, harmless from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels’ fees and costs of litigation, arising from or related to any interruption in sewer or wastewater services due to the Sewer Pipe Relocation.
6. Enforcement. Any dispute arising out of the performance of this Agreement by either Party shall be subject to arbitration pursuant to the terms of Chapter XIV of the Wastewater Service Agreement, as may be amended.
7. Relation to Wastewater Services Agreement. This Agreement is intended to implement the Wastewater Services Agreement and not to replace or supersede it. However, in the event of a conflict between the terms of this Agreement and the Wastewater Services Agreement, the terms of this Agreement shall prevail.
8. General Provisions.
 - 8.1 Any notices, bills, invoices, or reports relating to this Agreement, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representative of the Party at the address set forth below. Parties shall promptly notify each other of any change of contact information, including personnel changes. Written notice shall include notice delivered via email or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the address set forth below:

To City: Christos Stoyos
 City of Lompoc
 100 Civic Center Plaza
 Lompoc, CA 93436

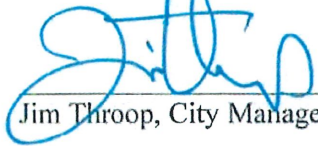
To District: General Manager
 Vandenberg Village Community Services District
 3745 Constellation Road
 Lompoc, CA 93436-1401
 - 8.2 Except as otherwise provided herein, the terms, conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns, and successors of the Parties hereto.
 - 8.3 This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

- 8.4 No officer or employee of either Party shall be personally liable in the event of any default or breach of this Agreement by either Party.
- 8.5 There are no third party beneficiaries of this Agreement.
- 8.6 Subject to the provision of Section 7 of this Agreement, this Agreement constitutes the entire understanding between the parties and supersedes all other agreements, whether oral or written, with respect to the subject matter herein.
- 8.7 This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by the Parties.
- 8.8 The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties are formally bound to the provisions of this Agreement.

[Signatures On Following Page]

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

CITY OF LOMPOC



Jim Throop, City Manager

ATTEST:



Stacey Haddon, City Clerk

APPROVED AS TO FORM:



Jeff Malawny, City Attorney

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT



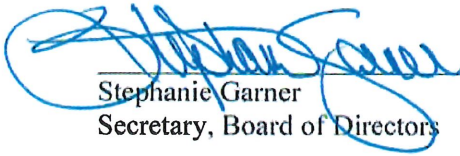
Katherine A. Stewart, President
Board of Directors

APPROVED AS TO FORM:



Michael A. Munoz
Senior Deputy County Counsel


ATTEST:



Stephanie Garner
Secretary, Board of Directors

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors ITEM: 8.D
FROM: Cynthia Allen, General Manager 
DATE: May 7, 2024
SUBJECT: Letter of Support for H.R. 7525

Recommendations: Approve a letter to U.S. Representative Salud Carbajal in support of H.R. 7525 for the Board President to sign.

Policy Implications: The adoption of H.R. 7525 would allow VVCSD to be eligible to receive federal funds for which we are currently ineligible because special districts are not federally defined as a government entity.

Resource Impacts: None

Alternatives Considered: None

Discussion: The Special District Grant Accessibility Act (H.R. 7525) would direct federal agencies to recognize special districts as local governments to ensure that districts are eligible to receive appropriate forms of federal assistance, including funding and resources through key grant programs. This bill is supported by the National Special Districts Coalition (NSDC); the California Special Districts Association (CSDA) is a founding member of the NSDC.

In 2018, special district associations from California, Colorado, Florida, Oregon, and Utah established the NSDC with a memorandum of understanding designed to share resources and best practices and openly network to identify solutions to common problems for special districts across state lines. After special districts were left out of the American Rescue Plan Act of 2021 (ARPA) and the CARES Act of 2020 and were ineligible to directly receive funds, NSDC expanded its mission

to include federal advocacy for special districts to receive equitable access to critical programs available to local governments.

In 2023, NSDC formally proposed a federal definition of “special district” and, on March 5, 2024, Representative Pat Fallon (R-TX) and Representative Brittany Pettersen (D-CO) sponsored H.R. 7525 which cleared the House Committee on Oversight and Accountability with a 38-2 vote on March 7, 2024. The bill is not yet scheduled for the full house and CSDA is encouraging special districts to reach out to their House representatives to urge them to cosponsor H.R. 7525.

Attachments:

- Letter of Support to U.S. Representative Salud Carbajal
- H.R. 7525 Fact Sheet

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

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99-

“Pride in Community Service”

<http://vvcasd.org>
info@vvcasd.org

May 7, 2024

The Honorable Salud Carbajal
U.S. House of Representatives
2331 Rayburn House Office Building
Washington, DC 20515

RE: Support Request – H.R. 7525 *Special District Grant Accessibility Act*

Dear Representative Carbajal:

On behalf of the Vandenberg Village Community Services District, we respectfully request that you support the *Special District Grant Accessibility Act* (H.R. 7525). This important bipartisan legislation was overwhelmingly approved by the House Oversight and Accountability Committee on March 7 and is now awaiting action by the full House. We urge you to work with congressional leadership to ensure that the legislation is considered in a timely fashion.

Vandenberg Village Community Services District was established in 1983 as a local government agency under California Government Code Section 61000, et seq., to provide water and wastewater services to the community of Vandenberg Village, an unincorporated area of Santa Barbara County north of Lompoc. It is governed by a Board of five locally elected directors. Vandenberg Village Community Services District currently provides service to approximately 2,600 connections.

H.R. 7525 would require the Office of Management and Budget to issue guidance to federal agencies requiring special districts to be recognized as local governments for federal financial assistance determinations. The bill also would codify in federal law a long-overdue, formal definition of “special district.”

Special districts are local governments created by the people of a community to deliver specialized services essential to their health, safety, economy, and well-being. In the State of California, over 2,000 special districts are providing a broad range of essential services and infrastructure.

Despite the significance of special districts throughout the United States, federal law lacks a consistent definition of these special purpose units of local government. As a result, some communities served by special districts face challenges in accessing federal funding opportunities as their local service providers are commonly omitted from the definition of eligible units of local government in legislative proposals that authorize federal programs and funding. Moreover, special districts lack official population figures and are therefore not recognized by the U.S. Census Bureau as “geographic units of government.” As a result, special districts are unable to gain access to certain formula-driven grants and resources.

Again, we urge you to support the *Special District Grant Accessibility Act* and to work with your House colleagues to prioritize the passage of this critically important bill. Thank you for considering this request.

Sincerely,

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

Robert Bumpass
Board President

cc: California Special Districts Association [via email: advocacy@cstda.net]

Approximately 35,000 special districts are local governments providing critical infrastructure and essential services in thousands of communities across the country. They exist when a community demands a service that another unit of government is not otherwise providing. These agencies are established and locally governed under an enabling act or special act of a state to provide a limited and specific set of public services.

The Problem

Despite the significant presence of special districts in the U.S., **Federal law lacks a consistent definition and reference to special purpose units of local government.**

As a result, special districts:

- May have difficulties directly accessing funding opportunities.
- Are commonly omitted as eligible in the definitions of "local government" for proposed legislation and laws intended to assist all local governments.
- Are mistaken for small businesses or nonprofit corporations.
- Lack official population figures, as they are not federally recognized as "geographic units of government."

The Solution: H.R. 7525

The Special District Grant Accessibility Act

- Requires Federal agencies to recognize special districts as local government for the purpose of Federal financial assistance determinations.
- Codifies in Federal law a first-ever, formal definition of "special district."

"Special District" Defined

H.R. 7525 - The Special District Grant Accessibility Act, defines "special district" as follows:



The term "special district" means a **political subdivision of a State**, with specified boundaries and significant budgetary autonomy or control, created by or pursuant to the laws of the State, for the **purpose of performing limited and specific governmental or proprietary functions** that distinguish it as a significantly separate entity from the administrative governance structure of any other form of local government unit within a State.



Common Services Provided

- | | | |
|--------------------|------------------------|-----------------------|
| Water & Wastewater | Healthcare & Hospital | Road & Highway |
| Irrigation | Park & Recreation | Airport |
| Fire Protection | Port/Harbor/Navigation | Electricity |
| Ambulance | Library | Mosquito Control |
| Transit | Cemetery | Resource Conservation |

Quick Facts

35,000

Special District Governments

17%

All local government revenue

50 states

Connect & Engage on Solutions

NSDC is the only national organization representing and advocating for all types of special districts at the federal level.

jk@paragonlobbying.com

(877) 924-2732

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors ITEM: 8.E

FROM: Cynthia Allen, General Manager 

DATE: May 7, 2024

SUBJECT: Resolution 230-24 Opposing Initiative 1935

Recommendations: Adopt Resolution 230-24 opposing Initiative 1935

Policy Implications: None

Resource Impacts: If passed, this initiative could retroactively void the water rates adopted by the VVCSD Board of Directors on December 5, 2023, if they did not align with the provisions of this initiative.

Alternatives Considered: None

Discussion: In 2022, VVCSD adopted Resolution 223-22 Opposing Initiative 21-0042A1 which is the predecessor to Initiative 1935. Initiative 21-0042A1 did not receive sufficient signatures to qualify for the 2022 ballot. However, Initiative 1935 is now eligible for the November 2024 statewide ballot.

An entity representing California's wealthiest corporations is behind Initiative 1935 (previously Initiative 21-0042A1) which would revise the state Constitution to significantly undermine local control and disrupt the ability of local governments to provide essential services and infrastructure. Many have referred to Initiative 1935 as the "CBRT Initiative", a reference to its proponents, the California Business Roundtable ("CBRT"). These proponents have labeled their initiative the "Taxpayer Protection and Government Accountability Act," or "Taxpayer Protection Act" for short. Whereas a growing opposition coalition has dubbed the initiative the "Taxpayer Deception Act." The initiative includes

provisions that would retroactively void all state and local taxes or fees adopted after January 1, 2022 if they did not align with the provisions of this initiative. This may include the water rates adopted by the VVCSD Board of Directors on December 5, 2023.

Last fall, Governor Gavin Newsom, joined by the State Legislature and former State Senate President Pro Tem John Burton, filed an emergency petition to the California Supreme Court for a pre-election challenge to Initiative 1935, arguing that the measure is unlawful because it improperly revises the state constitution via initiative, and would impair essential government services. The California Special Districts Association (CSDA) joined a coalition to file a letter to the California Supreme Court in favor of granting pre-election review. The Supreme Court is likely to rule on the pre-election challenge before the end of June, when the Secretary of State is anticipated to formally qualify the measure for the November 2024 ballot.

CSDA has requested that special districts adopt a resolution in opposition to Initiative 1935.

Attachments:

- Resolution 230-24 Opposing Initiative 1935
- CSDA Analysis for Ballot Initiative 1935
- Resolution 223-22 Opposing Initiative 21-0042A1

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info@vvcasd.org

RESOLUTION 230-24

May 7, 2024

OPPOSING INITIATIVE 1935

WHEREAS, an association representing California's wealthiest corporations is spending millions of dollars to promote a deceptive proposition currently eligible for the November 2024 statewide ballot; and

WHEREAS, the proposed proposition, Initiative 1935 (formerly 21-0042A1), has received the official title: "LIMITS ABILITY OF VOTERS AND STATE AND LOCAL GOVERNMENTS TO RAISE REVENUES FOR GOVERNMENT SERVICES. INITIATIVE CONSTITUTIONAL AMENDMENT"; and

WHEREAS, the measure would revise the Constitution to allow corporations to more easily sue public agencies, costing residents and taxpayers millions of dollars and disrupting essential services; and

WHEREAS, the measure would retroactively invalidate billions of dollars in local government funding for essential services and infrastructure, including water and wastewater, as well as for schools, fire and emergency response, law enforcement, public health, parks, libraries, housing, services to address homelessness and support mental health, and more; and

WHEREAS, the measure may invalidate the water rates adopted by the VVCSD Board of Directors on December 5, 2023; and

WHEREAS, the measure limits voters' rights, containing undemocratic provisions that would make it more difficult for local voters to pass measures to fund services, provisions that retroactively cancel measures recently passed by local voters, and provisions that prevent voters from passing advisory measures that provide direction on how they want their local tax dollars spent; and

WHEREAS, the measure restricts the discretion and flexibility of locally elected boards to respond to the needs of their communities, and injects uncertainty into the financing and sustainability of critical infrastructure; and

WHEREAS, the measure constrains state and local officials' ability to protect our environment, public health and safety, and our neighborhoods against those who violate the law; and

May 7, 2024

Page 2

WHEREAS, the measure is opposed by hundreds of local governments, firefighters and other first responders, healthcare providers, teachers, working families, and local elected officials.

THEREFORE, BE IT RESOLVED that the Vandenberg Village Community Services District opposes Initiative 1935 (formerly 21-0042A1);

BE IT FURTHER RESOLVED, that the Vandenberg Village Community Services District will join the No on Initiative 1935 (formerly 21-0042A1) coalition, a growing coalition of local government, public safety, labor, infrastructure advocates, and other organizations throughout the state.

We direct staff to email a copy of this adopted resolution to the California Special Districts Association at advocacy@cdda.net.

PASSED AND ADOPTED by the Board of Directors of the Vandenberg Village Community Services District this 7th day of May 2024 upon motion by Director _____, seconded by Director _____, and as approved by the following vote:

Roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Resolution 230-24 is hereby adopted.

Robert Bumpass, President
Board of Directors

ATTEST:

Stephanie Garner
Secretary to the Board of Directors



**California Special
Districts Association**
Districts Stronger Together

**BALLOT INITIATIVE #1935 (FILED AS #21-0042A1)
LIMITS ABILITY OF VOTERS AND STATE AND LOCAL GOVERNMENTS TO RAISE
REVENUES FOR GOVERNMENT SERVICES.**

Eligible for November 5, 2024 California General Election Ballot

BACKGROUND

The purported “Taxpayer Protection and Government Accountability Act,” a statewide initiative measure sponsored by the [California Business Roundtable](#) (“CBRT”), would revise the state Constitution in a manner that could significantly undermine local control and disrupt the ability of state and local governments to provide essential services and infrastructure. If enacted, public agencies would face a drastic rise in litigation that could severely restrict their ability to meet essential services and infrastructure needs.

Initiative 1935, previously labeled 21-0042A1, is often called the “CBRT Initiative”, a reference to its proponents, an entity representing California’s wealthiest corporations. A growing opposition coalition has dubbed the initiative the “[Taxpayer Deception Act](#).” Additionally, a Committee to Oppose to Initiative 1935, sponsored by the League of California Cities, calls the initiative the “[Corporate Tax Trick](#).”

On February 1, 2023, California Secretary of State Shirley Weber issued a [memo to all county clerks/registrars of voters](#) announcing that proponents had filed the necessary number of valid signatures to make Initiative 1935 eligible for the November 5, 2024 General Election ballot. Proponents now have until June 27, 2024 to consider withdrawing the initiative before the Secretary of State officially certifies it for the ballot.

In Fall of 2023, Governor Gavin Newsom, joined by the California State Legislature and former State Senate President pro Tem John Burton, filed an emergency petition to the California Supreme Court for a pre-election challenge to Initiative 1935. On November 29, 2023, the Court issued an order to show cause why the measure should not be removed from the ballot and established a schedule for briefing the court, which is expected to rule on the matter before the end of June.

An amicus brief filed by CSDA and 10 other local government partners argues the measure is an unlawful revision of the state Constitution because of the ways the measure would redistribute authority between state and local governments and undermine essential functions of local governments.

Moreover, Initiative 1935 is so poorly drafted that it raises many interpretive issues that will not be simply resolved without requiring extensive litigation after passage. What follows is a summary of provisions that could significantly impact local governments pending future legal rulings.



**California Special
Districts Association**
Districts Stronger Together

SUMMARY

According to the Legislative Analyst's Office ("LAO") Ballot Initiative [21-0042A1](#) would result in "potentially substantially lower" state and local revenues, restricting the ability of local agencies and the State of California to fund services and infrastructure by:

- Adopting new and stricter rules for raising taxes, fees, assessments, and property-related fees.
- Revising the State Constitution, including portions of Propositions 13, 218, and 26 among other provisions, to the advantage of the initiative's proponents and plaintiffs; creating new grounds to challenge these funding sources and disrupting fiscal certainty.
- Restricting the ability of local governments to issue fines and penalties to corporations and property owners that violate local environmental, water quality, public health, public safety, fair housing, nuisance and other laws and ordinances.

The initiative includes provisions that would retroactively void *all* state and local taxes or fees adopted after January 1, 2022 that do not adhere to the provisions of this initiative, unless the tax or fee is reenacted in compliance with the initiative within 12 months. Compliance with the initiative could require placement of the invalidated revenue on a ballot for two-thirds voter approval. This may also affect indexed fees that adjust over time for inflation or other factors. Effectively, it would allow voters throughout California to invalidate the prior actions of local voters, undermining local control and voter-approved decisions about investments needed in their communities.

Specifically, including other provisions effecting the state government, the initiative would impact local agencies through revisions to the California Constitution as follows:

Local Tax and Fee Authority to Provide Local Services

Fees:

- One potentially adverse interpretation of the measure may require that, with few exceptions, fees and charges shall not exceed the "actual cost" of providing the product or service for which the fee is charged.
 - "Actual cost" is defined as the "...*minimum amount necessary...less other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds...*"
- The burden on the local government to prove the fee or charge does not exceed "actual cost" is heightened from a "*preponderance of the evidence*" to "*clear and convincing evidence*".



**California Special
Districts Association**

Districts Stronger Together

- In addition to limiting fees and charges to the so-called “actual cost” to the local government for providing the service, fees and charges must also be “reasonable” to the payor; no definition is provided for this possible new subjective reasonableness test.
- Defines *all* sources of revenue as either taxes or “exempt charges.”
- Lists Article XIID charges in Proposition 218 under the definition of “exempt” charges subjecting them to potential litigation.
- Exposes previously established fees indexed to inflation or other metrics to new standards and legal challenges.
- Adds to the Constitution a requirement for a board action to adopt, enact, create, establish, collect, increase, or extend any and all fees.

Taxes:

- Increases the threshold for voters to pass a local special tax initiative placed on the ballot by voters from a simple majority to a two-thirds majority, likely to address concerns over the 2017 California Supreme Court decision in *California Cannabis Coalition v. City of Upland*.
- Requires voter approval when an expansion of boundaries extends existing taxes or fees to new territory.
- New taxes can be imposed only for a specific duration.

Fines and Levees:

- Interferes with local enforcement efforts, by making it more difficult to impose fines and penalties for state and local law violations related to activities such as water discharge, waste recycling, weed abatement, fireworks, and housing code violations and unlawful commercial marijuana sales, just to name a few. The measure converts administratively imposed fines and penalties into taxes unless a new, undefined, and ambiguous “adjudicatory due process” is followed.

Litigation Exposure

- Significantly increases a public agency’s burden of proof from “preponderance of evidence” to “clear and convincing evidence” to prove compliance with the new fee requirements. By changing evidence standards to favor corporations suing public agencies, the initiative will promote costly litigation.
 - The local government would bear the burden of proving by clear and convincing evidence that a levy, charge or exaction is an “exempt charge” and not a tax.
- By enacting a new requirement that all fees must be “reasonable” to the payor but offering no definition as to what “reasonable” means, the initiative may provide a new avenue to challenge fees by enabling a plaintiff to claim a fee is not “reasonable” even if the fee meets the “actual cost” of service.



**California Special
Districts Association**
Districts Stronger Together

- Prop. 218 currently requires fees cover the *reasonable* cost of service. This initiative, however, may be viewed by some proponents as a revision to the Constitution that would require the near-impossible standard of predicting *actual* costs years into the future. To compound this challenge, the new standard also factors in the receipt of external revenues that are constantly shifting and typically outside the control of the local agency. It defines “actual costs” as:
 - “(i) the minimum amount necessary to reimburse the government for the cost of providing the service or product to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In computing “actual cost” the maximum amount that may be imposed is the actual cost less all other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product.”
- The initiative will foster endless litigation challenging local fees claiming they are not the “minimum amount necessary”. For instance:
 - Do roads need to be paved every 10 years or 50 years?
 - Does infrastructure need to be upgraded or replaced or not improved at all?
 - What is the minimum emergency response time necessary?

IMPACTS

- Could prevent new fees or assessments to fund water, sewer, trash, fire protection, parks and recreation, and other essential services and infrastructure.
 - Places billions of dollars in local government fee and charge revenues at heightened legal peril.
- Jeopardizes the public health and safety of communities by cutting off new revenue intended to pay for essential local services and infrastructure.
 - Substantially increases the legal and administrative cost of public infrastructure financing.
- With billions of dollars in deferred maintenance and unmet needs for California’s infrastructure, exacerbates the neglect and deterioration of our roads, dams, waterways, and other facilities.
- By limiting revenues to the “minimum amount necessary”, imposes a “race-to-the-bottom” in California that will halt investment in technological advancements that future generations will depend upon.
- Prevents critical investments in climate adaptation and community resilience to address drought, flooding, and wildfire as well as reduce emissions and harmful pollutants.
- Exposes taxpayers to a new wave of costly litigation, limits the discretion and flexibility of locally elected boards to respond to the needs of their communities, and injects uncertainty into the financing and sustainability of critical infrastructure.
- Restricting local services and infrastructure to the lowest and minimum amount possible will disproportionately impact the most underserved communities the hardest.



**California Special
Districts Association**

Districts Stronger Together

SUPPORT

- California Business Roundtable (CBRT) – Sponsor
 - Direct contributors to Initiative 1935 include, but are not limited to:
 - AMR Holdco, Inc., private ambulance company based in Colorado
 - Michael K. Hayde, Including Western National Group and Affiliated Entities
 - Kilroy Realty
 - Hudson Pacific Properties and Affiliated Entities
 - Douglas Emmett Properties, LP and Affiliated Entities
 - Shorenstein Realty Services and Affiliated Entities
 - Financial contributors to the CBRT Issues PAC include, but are not limited to:
 - Aera Energy
 - Albertsons Safeway
 - Blackstone Real Estate Partners
 - California Business PAC, Sponsored by CalChamber
 - Dart Container
 - Howard Jarvis Taxpayers Association
 - Majestic Realty
 - Pacific Ethanol
 - PEPSICO
 - Pharmaceutical Research and Manufacturers of America
 - Sempra Energy
 - State Farm Insurance
 - Sutter Health
 - 7-Eleven

OPPOSITION

- Alliance for a Better California
- AFSCME California
- CalCities (League of California Cities)
- California Alliance for Jobs
- California Contract Cities Association
- California Professional Firefighters
- California Special Districts Association
- California State Association of Counties
- California State Council of Laborers
- Rebuild SoCal Partnership
- SEIU California
- Nearly 200 local agencies, including over 100 special districts

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

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



Resolution 223-22

May 4, 2022

OPPOSING INITIATIVE 21-0042A1

WHEREAS, an association representing California's wealthiest corporations and developers is spending millions to push a deceptive proposition aimed for the November 2022 statewide ballot; and

WHEREAS, the proposed proposition, Initiative 21-0042A1, has received the official title: "Limits Ability of Voters and State and Local Governments to Raise Revenues for Government Services Initiative Constitutional Amendment," and

WHEREAS, the measure includes provisions that would make it more difficult for local voters to pass measures needed to fund local services and infrastructure, and would limit voter input by prohibiting local advisory measures where voters provide direction on how they want their local tax dollars spent; and

WHEREAS, the measure exposes taxpayers to a new wave of costly litigation, limits the discretion and flexibility of locally elected boards to respond to the needs of their communities, and injects uncertainty into the financing and sustainability of critical infrastructure; and

WHEREAS, the measure severely restricts state and local officials' ability to protect our environment, public health and safety, and our neighborhoods against corporations and others who violate the law; and

WHEREAS, the measure creates new constitutional loopholes that would allow corporations to pay less than their fair share for the impacts they impose on our communities, including local infrastructure, our environment, water quality, air quality, and natural resources; and

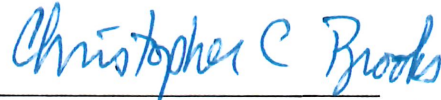
WHEREAS, the measure threatens billions of dollars currently dedicated to state and local services, and could force cuts to water and wastewater services provided by Vandenberg Village Community Services District as well as public schools, fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to address homelessness, mental health services, and more; and

WHEREAS, the measure would also reduce funding for critical infrastructure like streets and roads, public transportation, ports, drinking water, sanitation, utilities, and more.

NOW, THEREFORE BE IT RESOLVED, that Vandenberg Village Community Services District opposes Initiative 21-0042A1 and will join the No on Initiative 21-0042A1 coalition, a growing coalition of public safety, labor, local government, infrastructure advocates, and other organizations throughout the state.

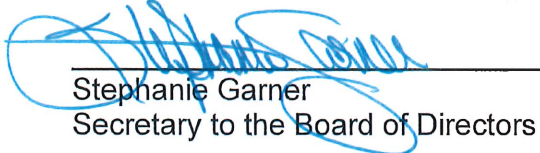
PASSED AND ADOPTED by the Board of Directors of the Vandenberg Village Community Services District this 4th day of May 2022, upon motion by Director Stassi, seconded by Director Brooks, and as approved by the following vote:

AYES: Directors Brooks, Bumpass, Gonzales, and Stassi
NOES: None
ABSENT: None
ABSTAIN: Director Redmon



Christopher C. Brooks, President
Board of Directors

ATTEST:



Stephanie Garner
Secretary to the Board of Directors

U.S. Drought Monitor California

April 30, 2024
(Released Thursday, May 2, 2024)
Valid 8 a.m. EDT



Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	97.32	2.68	0.00	0.00	0.00	0.00
Last Week <i>04-23-2024</i>	97.32	2.68	0.00	0.00	0.00	0.00
3 Months Ago <i>01-30-2024</i>	90.53	9.47	0.00	0.00	0.00	0.00
Start of Calendar Year <i>01-02-2024</i>	96.65	3.35	0.00	0.00	0.00	0.00
Start of Water Year <i>09-26-2023</i>	94.01	5.99	0.07	0.00	0.00	0.00
One Year Ago <i>05-02-2023</i>	68.04	31.96	7.98	0.00	0.00	0.00

Intensity:

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

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

Author:

Curtis Riganti
National Drought Mitigation Center



APPENDIX B
LOMPOC REGIONAL WASTEWATER SYSTEM
LOADING

FY 22-23	Total Plant			VSFB			VVCSD			City		
	MGD	BOD	SS	MGD	BOD	SS	MGD	BOD	SS	MGD	BOD	SS
Jul-22	2.97	328	335	0.20	218	208	0.38	266	320	2.39	347	348
Aug-22	2.99	339	352	0.21	218	188	0.40	323	323	2.38	352	371
Sep-22	3.05	374	332	0.24	164	206	0.39	229	322	2.42	418	346
Oct-22	3.00	343	326	0.22	170	182	0.39	262	305	2.39	371	342
Nov-22	2.98	338	363	0.21	161	233	0.41	242	288	2.36	369	387
Dec-22	3.04	660	306	0.26	228	459	0.43	323	290	2.35	767	292
Jan-23	3.64	330	303	0.53	45	113	0.52	160	279	2.59	420	346
Feb-23	3.28	210	328	0.36	93	155	0.48	276	294	2.44	213	361
Mar-23	3.66	290	314	0.56	48	95	0.55	242	286	2.55	350	368
Apr-23	3.19	370	367	0.37	90	273	0.41	242	286	2.41	429	389
May-23	3.08	380	359	0.31	109	157	0.41	265	317	2.36	435	392
Jun-23	3.11	420	368	0.30	119	159	0.42	228	256	2.39	493	415
TOTAL	37.99	4,382	4,053	3.77	1,663	2,428	5.19	3,058	3,566	29.03	4,963	4,358
AVERAGE	3.17	365.17	337.75	0.31	138.58	202.33	0.43	254.83	297.17	2.42	413.61	363.16

FLOW PERCENTAGES

VVCSD	0.43 MGD	13.61%	48.31% Percent of 0.89 MGD allocation used
VSFB	0.31 MGD	9.81%	7.82% Percent of 5.5 MGD plant capacity used
City	2.42 MGD	76.58%	
TOTAL	<u>3.16</u>	<u>100.00%</u>	

STATE WATER RESOURCES CONTROL BOARD
CALIFORNIA EXTENDED WATER AND WASTEWATER
ARREARAGE PAYMENT PROGRAM
REPORTING REQUIREMENTS CERTIFICATION FORM

Legal Entity Name:	VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT
Funding ID:	A00019-01

Payment Allocation Details - Please enter dollar amounts with cents into all cells in the following table. Do not leave a cell blank, enter a zero (0) if no funds were received or used. Forms with any blank cells will be considered incomplete.

Customer Type	Amount (\$) Received from Program	Number of Accounts Credited	Amount (\$) Credited / Used	Amount Overpaid and Returned to State
----------------------	--	------------------------------------	------------------------------------	--

Drinking Water Original Covid Period of March 4, 2020 - June 15, 2021				
Residential	\$8,380.00	31	\$8,233.30	\$146.70
Commercial	0.00	0	0.00	0.00
Drinking Water Modified Covid Period of June 16, 2021 - December 31, 2022				
Residential	\$6,431.02	18	\$6,431.02	0.00
Commercial	0.00	0	0.00	0.00
Subtotal of Drinking Water				
Subtotal	\$14,811.02	49	\$14,664.32	\$146.70

Wastewater Original Covid Period of March 4, 2020 - June 15, 2021				
Residential	\$5,079.25	18	\$4,961.03	\$118.22
Commercial	0.00	0	0.00	0.00
Wastewater Modified Covid Period of June 16, 2021 - December 31, 2022				
Residential	\$3,507.52	18	\$3,507.52	0.00
Commercial	0.00	0	0.00	0.00
Subtotal of Wastewater				
Subtotal	\$8,586.77	36	\$8,468.55	\$118.22

REPORTING REQUIREMENTS CERTIFICATION FORM

Legal Entity Name:	VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT
Funding ID:	A00019-01

Customer Type	Amount (\$) Received from Program	Number of Accounts Credited	Amount (\$) Credited / Used	Amount Overpaid and Returned to State
---------------	-----------------------------------	-----------------------------	-----------------------------	---------------------------------------

Subtotal of Drinking Water + Wastewater				
Subtotal	\$23,397.79	85	\$23,132.87	\$264.92
Administrative Costs				
Admin Costs	\$701.93	N/A	\$693.98	\$7.95

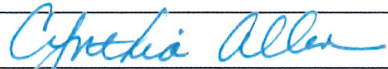
Grand Total and Amount Returned to the State				
Grand Total	\$24,099.72	85	\$23,826.85	\$272.87

Mailing Address for returned checks:

State Water Resources Control Board
 Division of Financial Assistance
 Extended Water Arrearage Program
 1001 I Street, 17th Floor
 Sacramento, CA 95814

Certification: I certify under penalty of perjury that I have credited customer accounts within 60 days from receiving funding as identified on the Table above. I agree to return any overpaid amounts, including the amount overpaid identified in the Table above, to the State Water Resources Control Board (State Water Board) within six months from receipt of funding.

I acknowledge that the State Water Board may require me to provide additional verification of reporting requirements at any time up to seven years following final reporting in conjunction with the California Extended Water and Wastewater Arrearage Payment Program.


Name:	CYNTHIA ALLEN
Title:	GENERAL MANAGER
Signature:	
Date:	APRIL 18, 2024

From: AWWA Public Affairs <publicaffairs@awwa.org>
Sent: Thursday, April 18, 2024 11:20 AM
To: Cynthia Allen
Subject: AWWA Legislative Advisory - Introduced LIHWAP legislation

[View in Browser](#)



AWWA
ADVISORY

A BENEFIT OF YOUR AWWA UTILITY MEMBERSHIP 

Legislative Advisory

Who: U.S. House Reps. Eric Sorensen (D-Ill.), Lori Chavez-DeRemer (R-Ore.), Kim Schrier (D-Wash.), Jenniffer Gonzalez-Colon (R-PR)

What: Introduced LIHWAP legislation

When: April 16

U.S. Reps. Eric Sorensen (D-Ill.), Lori Chavez-DeRemer (R-Ore.), Kim Schrier (D-Wash.), and Jenniffer Gonzalez-Colon (R-PR) introduced [H.R. 8032](#) in the U.S. House of Representatives on Tuesday. This bipartisan legislation would establish a permanent assistance program for low-income households struggling to access affordable drinking water and wastewater services. The establishment of a permanent, low-income water assistance program has been a key objective advanced by AWWA for several years, including this year at the Association's annual Fly-In.

From 2021 to 2023, the U.S. Department of Health and Human Services' Low-Income Household Water Assistance Program (LIHWAP) promoted public health by easing the burden on families struggling to afford their monthly water bills. Before expiring in 2023, LIHWAP enabled more than 1.6 million households in 49 states and several tribes and territories to maintain water and wastewater services while facing economic hardship.

“For two years, LIHWAP has served as a lifeline for customers struggling to keep up with their water bills,” said Tracy Mehan, executive director of the American Water Works Association’s Government Affairs Office. “We are pleased that Reps. Sorensen, Chavez-DeRemer, Schrier, and Gonzalez-Colon have joined Sen. Alex Padilla (D-Calif.) in the next phase of moving this key legislation forward. Authorizing a permanent low-income assistance program is an important step towards assuring that all households have access to safe and reliable water service.”

[Congressman Sorensen](#), [Congresswoman Chavez-DeRemer](#), and [Congresswoman Schrier](#) each issued press releases, as did [AWWA](#).

Questions can be directed to [Nate Norris](#), AWWA senior manager of legislative affairs.



American Water Works Association
6666 W. Quincy Ave. | Denver, Colorado 80235
Telephone: 1-800-926-7337

[Email AWWA](#) | [Unsubscribe](#)

OR reply to this message with the word Remove in the subject line.

This email was sent to callen@vvcasd.org, 00584297



April 2024

Lawmakers are in full swing in both the U.S. and State Capitol Buildings and the stakes couldn't be higher for special districts, especially when it comes to Initiative 1935, where coalition activity is just warming up. As the U.S. Congress considers defining special districts in federal law for the first time, the California State Legislature is taking up significant legislation related to employment law as well as development-related fees that pay for the infrastructure necessary for growing communities. You won't want to miss this edition of the *Take Action* Brief.

And, mark your calendar because Special Districts Week is coming May 19-25! Learn more in this April Edition of the CSDA *Take Action* Brief.

Inside this edition of the *Take Action* Brief:

Five employment bills that could impact your district operations.....2

Has your Congressional Representative cosponsored the
Special District Grant Accessibility Act?.....3

BECOME INFORMED: Initiative 1935 could invalidate your local revenue—
What can you do?.....4

ACR 163: Special Districts Week – May 19-25, 2024.....5

Development related fee legislation and litigation—
Downloadable CSDA informational handout.....6

Contact a local CSDA representative near you!

Chris Norden
Dane Wadlé
Colleen Haley
Erasmov Viveros
Richelle Noroyan
Chris Palmer

Northern Network
Sierra Network
Bay Area Network
Central Network
Coastal Network
Southern Network

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erasmov@csda.net
richellen@csda.net
chrisp@csda.net



TAKE ACTION BRIEF

➤ Five employment bills that could impact your district operations

As the State Legislative Session continues, CSDA is actively opposing five major labor and employment bills affecting local government operations and budgets.

Contracting Out

1. [AB 2557 \(Ortega\) Local agencies: contracts for special services and temporary help: performance reports.](#)
2. [AB 2489 \(Ward\) Local agencies: contracts for special services and temporary help.](#)

Two similar bills that appear to impair, and functionally prevent, special districts from exercising statutory authority to enter into contracts for special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, including payroll checks, pursuant to Government Code Section 50630. Both bills contain California Public Records Act requirements for specified contractor records. As to both bills, the effect is clearly to disincentivize contracting.

Vacant Positions

3. [AB 2561 \(McKinnor\) Local public employees: vacant positions.](#)

Requires each public agency with bargaining unit vacancy rates exceeding 10 percent for more than 90 days within the past 180 days to promptly meet and confer with an employee representative to produce, publish, and implement a plan, with several specified substantive components, to fill all vacant positions within the subsequent 180 days.

Employee Strikes

4. [AB 2404 \(Lee\) State and local public employees: labor relations: strikes.](#)

Largely a reintroduction of last year's [AB 504 \(Reyes\)](#), incorporating amendments taken to that bill last year. CSDA had an oppose position on AB 504, which was vetoed. Like last year, CSDA has aligned with a local government oppose coalition seeking amendments to AB 504, primarily in connection with co-located public services.

“Right to Disconnect”

5. [AB 2751 \(Haney\) Employer communications during nonworking hours](#)

Mandates employers to establish a workplace policy that provides employees the right to disconnect from communications from the employer during nonworking hours. An employee may file a complaint of a pattern of violation of this section with the Labor Commissioner. Does not apply to an employee who is covered by a specified valid collective bargaining agreement (CBA).

CSDA’s opposition letters on the above bills: [AB 2557](#), [AB 2489](#), [AB 2561](#), [AB 2404](#), and [AB 2751](#).



➤ Has your Congressional Representative cosponsored the Special District Grant Accessibility Act?

The Special District Grant Accessibility Act embodies the National Special District Coalition's (NSDC's) longstanding legislative objective of codifying in federal law a first-ever, formal definition of "special district." In addition to establishing such a definition, H.R. 7525 would direct federal agencies to recognize special districts as local governments for the purpose of ensuring that districts are eligible to receive appropriate forms of federal assistance, including funding and resources through key grant programs.

Looking ahead, the sponsors of H.R. 7525, along with House Oversight and Accountability Committee staff, will continue to work with House leadership to identify a suitable date for the legislation to be considered on the House floor.

CSDA CALL TO ACTION

As we await the scheduling of a floor vote, CSDA and the coalition in support of H.R. 7525, is encouraging all members of the California Congressional Delegation to cosponsor the legislation. Find the current list of those U.S. House Representatives whose cosponsorship has been formally recorded here:

[Cosponsors - H.R.7525 - 118th Congress \(2023-2024\): Special District Grant Accessibility Act | Congress.gov | Library of Congress](#)

Please visit csda.net/GrantAccessibility to:

- **[Download the Sample Support Letter](#) and send to your local Congressional Representative(s); AND**
- **[Authorize CSDA to include your organization](#) on our Coalition Letters going forward**

If you need help identifying or contacting your Congressional Representative, visit: [Find Your Representative | house.gov](#) or contact your CSDA Public Affairs Field coordinator: csda.net/pafc.

CSDA is a founding member of NSDC. Special districts receive full benefit from NSDC's advocacy and services through membership in CSDA.



TAKE ACTION BRIEF

➤ **BECOME INFORMED: Initiative 1935 could invalidate your local revenue – What can you do?**

In a recent survey concluding March 15, 2024, CSDA received responses from 509 of the state's 2,000 special districts on the potential impacts of Initiative 1935, dubbed the "Taxpayer Deception Act" by its opponents. The initiative is eligible for the November 2024 statewide ballot and seeks to revise the Constitution in a manner that would retroactively invalidate billions of dollars in funding for essential services approved by voters and locally-elected boards over the past three years.

Data from the one-quarter of California's special districts that responded to CSDA's survey indicates communities could retroactively lose close to \$2 billion in funding for special district services, and that 38 financing obligations could be adversely impacted. Overall, Initiative 1935 could disrupt essential services provided by special districts in at least 293 communities across California.

If the data were to be extrapolated to include those special districts that did not respond to the survey, the impacts could be magnified approximately four-fold.

CSDA encourages all special districts to inform themselves on the potential impact of Initiative 1935 on your agency and the community you serve by taking advantage of these three opportunities:

1. **[April 22 Webinar: Initiative 1935 Could Invalidate Your Revenue](#)**
 - Miss the webinar? [Watch it On-Demand](#)
2. **[May 21-22 Special Districts Legislative Days](#)**
 - Briefing on Critical Supreme Court Case, *Legislature of the State of California v. Weber*, which could determine the legal fate of Initiative 1935
3. **[Contact your CSDA Public Affairs Field Coordinator](#)**
 - If you have additional questions and would like to meet virtually or in-person with a member of our team, or request a presentation for your staff or board of directors

CSDA CALL TO ACTION

CSDA calls upon all members to join the more than 125 special districts and 200 cities that have already passed a board resolution in opposition to Initiative 1935.

Visit [csda.net/VoterLimitations](https://www.csda.net/VoterLimitations) to:

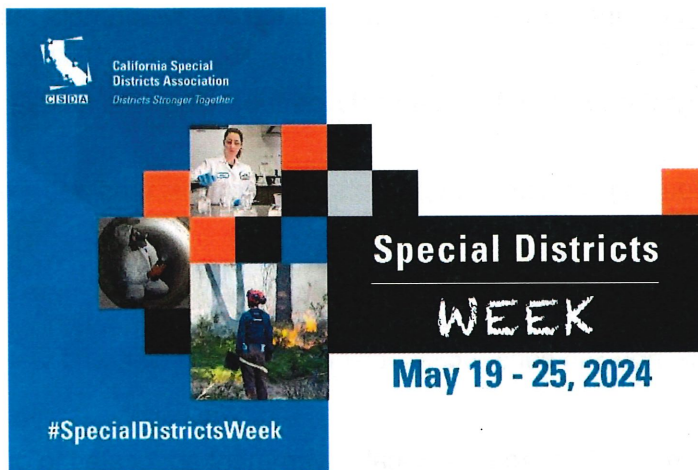
- [Download Sample Board Resolution](#)
- [View CSDA Analysis](#)
- [Read the Full Initiative Language](#)



➤ ACR 163: Special Districts Week – May 19-25, 2024

Assembly Member Gregg Hart introduced [Assembly Concurrent Resolution 163](#) on March 21, 2024. This is California's sixth annual year celebrating special districts, and CSDA hopes that this year's *Special Districts Week* will be even greater for California's local governments. Similar to previous years, ACR 163 encourages all Californians to engage with their local communities and become actively involved with the special districts that serve them.

This year's *Special Districts Week* runs from May 19 – 25, coinciding with the CSDA's 2024 [Special Districts Legislative Days](#).



Districts can Take *Action* for Special Districts Week now by following a few simple steps:

- Visit our [Special Districts Week Toolkit Page](#) to get copies of
 - Sample Press Release
 - Sample Social Media Icon
 - Sample District Resolution
 - Sample Newsletter Article
- Submit a letter of support to your legislator by using the sample letter we provide for Assembly Concurrent Resolution 163 (be sure to copy advocacy@cdda.net on your letters of support).
- [Register to attend our Special Districts Legislative Days](#), held on May 21 - 22. We'll introduce you to your legislator's office and you can share more about your special district.
- Complete our [Grassroots Mobilization Survey](#). This lets us know if you would be open to reaching out to a legislative contact in the future regarding bills or legislation affecting your Special District.
- Ensure your district has adopted a policy governing the process for adopting positions on legislation
 - Take a look at our [sample policy](#) to assist in this process, if needed



➤ Development related fee legislation and litigation – Downloadable CSDA informational handout

Numerous measures are working through the State Legislative process that unduly restrict development related fees assessed by local agencies to fund infrastructure necessary for growing communities and CSDA is actively engaged as they are taken up in their house of origin. Relatedly, on April 12, the United States Supreme Court unanimously ruled against El Dorado County in a high-profile impact fee case.

Development impact fees fund the infrastructure necessary to serve new housing developments and represent critical funding for many special districts to meet the needs of new residents. CSDA has produced a [two-page handout](#) that follows on the importance of development related fees that your district may [download](#) for its use.

Some of this year’s most significant development related fee measures facing special districts include:

1. [AB 1820 \(Schiavo\)](#) Housing development projects: applications: fees and exactions
2. [AB 2533 \(Carillo\)](#) ADU Amnesty Program
3. [AB 2729 \(Joe Patterson\)](#) Residential fees and charges
4. [AB 3012 \(Grayson\)](#) Development fees: fee schedule template: fee estimate tool
5. [SB 937 \(Wiener\)](#) Development projects: permits and other entitlements: fees and charges
6. [SB 1210 \(Skinner\)](#) New housing construction: electrical, gas, sewer, and water service connections: charges

CSDA is working closely with the Legislature other local government advocates to oppose these restrictions in whole, or in part, and to educate Legislators and their staff on the mitigation fee act, development impact fees, the Quimby Act, and connection and capacity charges and their vital role in building equitable and thriving communities.

If you have any feedback, questions or comments regarding these legislative matters, please contact CSDA Legislative Representative Anthony Tannehill at anthonyt@csda.net.

Sheetz v. County of El Dorado U.S. Supreme Court Ruling

The U.S. Supreme Court has unanimously ruled that development impact fees and all similar land-use permit conditions are required to have an "individualized determination" under the Takings Clause and that any fee or condition must have an "essential nexus" to the government interest and must have "rough proportionality" to the impact of the development (known as the Nollan/Dolan test), regardless of whether the fee is applied on an ad-hoc basis or as part of a legislative enactment (e.g., an ordinance adopted pursuant to the Mitigation Fee Act).

Find more information regarding the case in a past CSDA blog post [HERE](#), and read CSDA's amicus brief to the U.S. Supreme Court in support of El Dorado County [HERE](#). CSDA will continue to monitor this issue for updates.

Please contact CSDA Chief Counsel Mustafa Hessabi at mustafah@csda.net with questions.

California Financing Coordinating Committee

*Invites You to Attend Our
Free Spring 2024 Funding Fair on*



Zoom Link information is provided at registration

May 23 and 29

The funding fair provides an opportunity for attendees to speak directly with program staff about specific projects and issues affecting their community.

Seeking Funding For Your Infrastructure Project?

OBTAIN INFORMATION ABOUT CURRENTLY AVAILABLE
INFRASTRUCTURE GRANT, LOAN AND BOND FINANCING PROGRAMS,
AND OPTIONS

Connect with federal, state, and local agencies to discuss
the financial and technical resources available.

Please visit the CFCC website at www.cfcc.ca.gov
for more information and member directory.



**Online Presentations
followed by**

Virtual Booths

**9:00 a.m. to an estimated
time of 12:00 p.m.**

Register Today