

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://vvcsd.org>
info@vvcsd.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](#).

Special Board Meeting

AGENDA

Wednesday, July 24, 2024

5:00 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. ACTION ITEMS

Parking Lot Rental: Consider approving a license agreement with Dawn Whirly to rent the VVCS D parking lot on Saturdays for The Village Treasure Chest, LLC..... page 1

6. DIRECTORS FORUM

Any member of the Board may address the Board on any subject within the jurisdiction of the District.

7. 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.

Parking Lot License Agreement

This License Agreement (hereinafter referred to as “Agreement”) is made by and between Vandenberg Village Community Services District (hereinafter referred to as “DISTRICT”) and The Village Treasure Chest, LLC, a California Corporation, (hereinafter referred to as “LICENSEE”) regarding the following:

Recitals

WHEREAS, DISTRICT is a local government agency formed under Community Services District Law (California Government Code §§ 61000 et seq.) to provide water and wastewater services; and

WHEREAS, DISTRICT is the fee owner of improved land known as the Vandenberg Village Community Services District Administrative Office located at 3745 Constellation Road in the unincorporated area of Vandenberg Village and commonly identified as Assessor’s Parcel Number (APN) 097-371-028; and

WHEREAS, LICENSEE desires to conduct, regularly, an outdoor market within the community to offer locally-crafted items for sale to members of the general public; and LICENSEE requests use of the parking lot (hereinafter referred to as “Parking Lot”) within APN 097-371-028 for this purpose; and

WHEREAS, DISTRICT has determined use of the Premises on weekends, outside of normal business hours, is not inconsistent or incompatible with DISTRICT purposes and services.

Agreement

NOW, THEREFORE, this Agreement is subject to the following provisions, requirements, and restrictions:

- Description of the Premises:** The Premises shall be limited to the area that includes the parking lot (asphalt pavement or blacktop), the adjacent covered area of the main entrance to the District office, and the adjacent turfed open area of APN 097-371-028, located as shown on Exhibit A. It does not include any other area of the DISTRICT’S property, including, but not limited to, the District office building; concrete aprons, walkways, or landscaped areas around the District office; the public sidewalk along Constellation Road; one parking space reserved for a DISTRICT vehicle; or the trash enclosure.
- Term and Termination:** The term of this Agreement is for one year beginning September 1, 2024, and ending August 31, 2025, unless earlier terminated by DISTRICT or LICENSEE upon 30 days written notice.
- Fee:** LICENSEE shall pay, without demand, the sum of \$25.00 per event. Payments shall be made by the 15th day of the month for the month immediately preceding.
- Use of the Premises:** The Premises shall be used by the LICENSEE only to conduct a market following California Food and Agricultural Code §§ 47004 et seq. (Certified Farmers’ Markets) and California Business and Professions Code §§ 21660 et seq. (Swap Meets, Flea Markets, and Open-Air Markets). No uses other than those set forth are permitted, except with prior written consent of the DISTRICT General Manager. Use of the Premises is restricted to Saturdays only. LICENSEE may

not set up, or access the Premises before 9:00 a.m. and shall vacate the Premises by 3:00 p.m. LICENSEE shall make adequate arrangements for offsite public parking and offsite public restroom facilities; e.g., at The Village Inn or the Village Shopping Center.

- a. LICENSEE shall not use adjacent private property without the express written consent of adjacent private property owner(s) and only in compliance with all applicable federal, state, and Santa Barbara County regulations.
 - b. LICENSEE shall have non-exclusive use of the Parking Lot. LICENSEE agrees not to use, nor permit those under its control, including, but not limited to, its employees, clients, tenants, invitees, volunteers, agents, guests, vendors and/or independent contractors, to use any portion of the Parking Lot in any way which interferes with other DISTRICT operations. Such interference shall be deemed a material breach, and LICENSEE shall terminate said interference immediately upon notice from DISTRICT. The DISTRICT reserves the right to use the Parking Lot for DISTRICT functions or community-wide events with 30 days advanced notice. In the event of an emergency, the DISTRICT reserves the right to cancel the farmers market with reasonable notice under the circumstances.
5. **Compliance with the Law:** LICENSEE shall comply with all applicable local, state, and federal laws, rules, ordinances, orders, and regulations now or hereafter in effect affecting, in connection with, or in relation to use of the Premises and shall obtain and maintain all permits, entitlements, and approvals required for its use of the Premises, including, but not limited to, those concerning the sale or consumption of food, drinks, confectionery, and other products intended for human consumption.
6. **Quality of Service, Compliance with Laws, and Control of Rates and Charges:** Service to the public, with goods and merchandise of the best quality at reasonable charges, is a prime concern to the DISTRICT and is considered a material part of the consideration for this Agreement. Therefore, LICENSEE shall maintain a high standard of service at least equal to that of other similar events. LICENSEE shall not impose or levy any discriminatory, excessive, or unreasonable charges for the services and goods furnished to the public under this Agreement, and LICENSEE agrees all prices and rates charged shall be reasonable and in keeping with prevailing prices or rates charged for like services and goods in the area. The DISTRICT has the right, at any time, to review any charges and prices established or made by LICENSEE and to request LICENSEE to change them if the DISTRICT finds any charges are unreasonable or unlawfully discriminatory. LICENSEE shall and shall require vendors to comply with all applicable local, state, and federal laws and regulations relating to resale permits and health laws, including, but not limited to, California Health and Safety Code sections 113700 et seq. relating to the California Retail Food Code; Business and Professions Code sections 21660 et seq. relating to Swap Meets, Flea Markets, and Open-Air Markets; and provisions of the California Penal Code relating to display and accessibility of harmful matter to minors.
7. **Operation of Premises:** LICENSEE agrees to the following:
- a. To be present or available by cell phone during hours of operation.
 - b. To keep the Premises in a neat, safe, and orderly condition, and to conduct operations in a diligent, efficient, and business-like manner to the satisfaction of the DISTRICT.

- c. To ensure any music or noise, amplified or otherwise, is not disturbing or unreasonably loud as determined in the sole discretion of the DISTRICT.
 - d. To ensure no alcohol is sold, served, or consumed on the Premises.
 - e. To ensure roadblocks and parking instructions are clearly displayed.
 - f. To ensure outside storage and refuse containers do not block or impede traffic flow.
 - g. To clean up trash generated from use on and within 300 feet of the Premises on Saturdays before 5:00 p.m.
 - h. To maintain the security of the property and persons thereon protecting against destruction, damage, theft, personal injury, or other loss, without cost or expense to DISTRICT.
 - i. No stakes, poles, or like objects shall be driven into the Premises. No material changes or alterations to the Premises will be made without obtaining written permission in advance from the DISTRICT General Manager.
 - j. Use of the turfing open area is strictly limited to patrons sitting on blankets and lawn chairs.
 - k. During LICENSEE's time of occupancy, a list of all current vendors including name, address, driver's license number, tax identification number, and description of products sold shall be available for DISTRICT review.
8. **Condition of Premises:** LICENSEE has investigated the Premises and has determined that it is in suitable condition for LICENSEE's intended use. LICENSEE agrees to accept said Premises in its existing condition, "as is". The DISTRICT is not obligated to make any alterations, additions, or betterments.

LICENSEE acknowledges that, except as stated herein, DISTRICT has made no representation or warranties about the condition of the property, or the suitability of the same for intended use by the LICENSEE.

9. **Waste:** No waste shall be committed on the Premises, nor shall any nuisance or other acts be committed that disturb the enjoyment of the general public, the Premises, its visitors, DISTRICT, or any adjacent property owners.
10. **Toxics:** LICENSEE shall not manufacture or generate or allow or permit the manufacture or generation of hazardous wastes on or in the Premises. LICENSEE shall be fully responsible for any hazardous wastes, substances or materials as defined under federal, state, or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed of, stored, or transported by LICENSEE, its agents, employees, or designees on or in the Premises, or surrounding property during the term of this Agreement and shall comply with and be bound by all applicable provisions of such federal, state, or local laws, regulations, or ordinances dealing with such wastes, substances, or materials. LICENSEE shall notify DISTRICT and the appropriate governmental emergency response agencies immediately in the event of any release or threatened release of any such wastes, substances, or materials.

11. **Environmental Impairment:** LICENSEE shall comply with all applicable laws, regulations, rules, and orders regardless of when they become or became effective, including without limitation those relating to construction, grading, signing, health, safety, noise, environmental protection, waste disposal, and water and air quality, and shall furnish satisfactory evidence of compliance upon request of DISTRICT.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Premises due to LICENSEE's use or occupancy, LICENSEE shall clean all property affected to the satisfaction of DISTRICT and any governmental body having jurisdiction thereof. LICENSEE shall indemnify, hold harmless, and defend DISTRICT from and against all liabilities, claims, costs, and expenses (including without limitation any fines, penalties, judgments, litigation costs, reasonable attorney's fees, and consulting engineering and construction costs) incurred by DISTRICT as a result of LICENSEE's breach of this Agreement, or as a result of any such discharge, leakage, spillage, emission, or pollution due to LICENSEE's use or occupancy, regardless of whether such liability, cost, or expense arises during or after the term of this Agreement, except to the extent caused by the willful misconduct of DISTRICT.

12. **Utilities and Services:** DISTRICT will not furnish any utilities or services. LICENSEE is solely responsible for the installation and provision of any utilities or services. LICENSEE shall provide trash receptacles and arrange for pickup of trash at LICENSEE's expense.

13. **Signs:** Signs are subject to the approval of the DISTRICT General Manager.

14. **Inspection:** The DISTRICT reserves the right to enter and inspect the Premises occupied by LICENSEE at any reasonable time. The DISTRICT also reserves the right to do work of any nature necessary for the preservation, maintenance, and operation of the Premises. LICENSEE shall be given reasonable notice when work may become necessary, and LICENSEE shall adjust operations in a manner so the DISTRICT may proceed expeditiously.

15. **Hold Harmless:** LICENSEE agrees to indemnify, hold harmless, and defend (with counsel reasonably approved by the DISTRICT) the DISTRICT and its officers, officials, employees, agents, and volunteers from and against any and all claims, actions, causes of action, liability, damages, judgments, decrees, losses, costs, and expenses, including reasonable attorney fees, which may be made, asserted, brought, or obtained against or suffered, sustained, paid, or incurred by the DISTRICT arising out of, related to, or in any way connected with this Agreement from any cause whatsoever, or the use or condition of the Premises or the facilities located thereon, or any work, operations, or activities permitted or conducted on the Premises or elsewhere. LICENSEE'S indemnification obligation applies to DISTRICT's active as well as passive negligence but does not apply to DISTRICT's sole negligence or willful misconduct. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

16. **Insurance:** LICENSEE shall furnish and maintain in effect during the term of this Agreement a comprehensive public liability/property damage insurance policy with a company or companies satisfactory to the DISTRICT in an amount not less than \$1,000,000 naming the DISTRICT as additional insured. Such insurance shall provide coverage for owned and non-owned vehicles and personal injury, including discrimination. LICENSEE shall provide Workers Compensation insurance for its employees. LICENSEE shall submit to the DISTRICT satisfactory evidence of insurance and

an agreement from the insurance company or companies to notify the DISTRICT in writing at least 30 days before cancellation of such policies. In the event such policy or policies are not furnished and maintained as provided, or in the event such policy or policies are canceled, failure of LICENSEE to furnish and maintain policies or to immediately obtain alternative policies complying with the requirements of this section constitutes grounds for termination of this Agreement by the DISTRICT.

17. **Taxes:** This Agreement may create a possessory interest in public property, which is subject to property taxation. In the event such possessory interest is created, LICENSEE agrees to the payment and shall pay all property taxes levied. LICENSEE agrees to pay the above and all other lawful taxes, assessments, or charges which at any time may be levied by the state, County, DISTRICT, or any tax or assessment levying body with interest in this Agreement.
18. **Reimbursement:** In no event shall DISTRICT be responsible for reimbursement of any monies lost by LICENSEE's patrons, invitees, or guests in the use of the Premises. LICENSEE agrees to place in a highly visible area within the Premises, a notice of DISTRICT's non-responsibility and contact information for such reimbursement purposes by LICENSEE.
19. **Breach of Agreement:** This Agreement is made upon the condition that if the fees which LICENSEE agrees to pay are unpaid on the due date, or if there is a breach of any of the provisions, requirements, or restrictions on the part of the LICENSEE, or should LICENSEE become insolvent or bankrupt either voluntarily or involuntarily, then, in such an event at the option of the DISTRICT, this Agreement shall cease and terminate. Should LICENSEE create or allow to be created a nuisance in the Premises or the surrounding area, the DISTRICT, at its sole discretion, may immediately declare this Agreement and all rights therein terminated.
20. **Nondiscrimination:** There shall be no discrimination against any person employed according to this Agreement, or any patron of LICENSEE's use of the Premises in any manner forbidden by law. LICENSEE shall comply with all federal, state, and local laws, rules, and regulations regarding nondiscrimination as such may from time to time be amended.
21. **Assignment/Sublease/Hypothecation:** LICENSEE shall not assign, license, or sublease the Premises or any part thereof or any right or privilege appurtenant thereto without DISTRICT's written consent, which shall not be unreasonably withheld.

LICENSEE shall not mortgage, pledge, hypothecate, or encumber the Premises or any interest therein, including without limitation this Agreement; nor shall LICENSEE mortgage, pledge, hypothecate, or encumber any improvements placed upon the Premises whether such improvement is placed thereon before or after the date of execution of this Agreement. Any attempt to assign, license, sublease, mortgage, pledge, hypothecate, or in any other way encumber LICENSEE's rights under this Agreement or LICENSEE's interest in the Premises without DISTRICT's consent shall be void and without legal effect.
22. **Section Headings:** The section headings appearing herein are not deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.
23. **Interpretation:** The terms and conditions of this Agreement shall be construed under their plain and ordinary meaning and shall not be interpreted against the DISTRICT by having drafted the Agreement.

24. **Notices:** Any notices required according to this Agreement shall be served at the following addresses:

DISTRICT

General Manager
Vandenberg Village Community Services District
3745 Constellation Road
Lompoc, CA 93436

LICENSEE

Dawn Whirty
The Village Treasure Chest, LLC
4174 Arcturus Avenue
Lompoc, CA 93436

25. **Understanding of the Parties:** This Agreement represents the complete understanding between the parties for the matters set forth herein. No amendment or modification of the Agreement is valid unless evidenced in writing and executed by both parties.

26. **Severability:** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, DISTRICT and LICENSEE have executed this Agreement.

DISTRICT

Vandenberg Village Community Services District


LICENSEE

**The Village Treasure Chest, LLC,
a California Corporation**

Robert Bumpass
President, Board of Directors

Dawn Whirty
President

APPROVED AS TO FORM



Michael A. Munoz
Senior Deputy County Counsel

ATTEST:

Brianna Jennings
Secretary, Board of Directors

Exhibit A
Parking Lot License Agreement
Area of Licensed Premises

