

# VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

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



## REGULAR MEETING

Tuesday, March 5, 2019

7:00 p.m.

## AGENDA

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
2. ROLL CALL: Directors Brooks, Bumpass, Stewart, Redmon and Wyckoff
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. ADMINISTRATIVE REPORT
7. CONSENT CALENDAR
  - A. Minutes of the Regular Meeting on February 5, 2019 and Special Meeting on February 8, 2019 ..... page 1
  - B. Treasurer Report
    - 1) Monthly Financials..... page 11
    - 2) Disbursements through February 28, 2019..... page 19

8. ACTION ITEMS

- A. **Farmers Market:** Consider approving a license agreement with Shelby Wild to allow use of the District’s parking lot..... page 27
- B. **Public Outreach:** Discuss ideas for working with schools and members of the community to increase general knowledge, understanding, and awareness of water and wastewater ..... no board package

9. REPORTS

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

10. INFORMATIONAL CORRESPONDENCE

- A. Director Redmon’s report from the Santa Barbara County Chapter, California Special District Association meeting on February 25, 2019 ..... page 37
- B. Letter dated February 15, 2019, from the California Special Districts Association (CSDA) regarding CSDA Board of Directors call for Nominations Seat B ..... page 39
- C. Resolution 678 from the Santa Ynez River Water Conservation District..... page 45
- D. Public Water System Statistics for Calendar Year 2018..... page 47
- E. US Drought Monitor-California, March 5, 2019..... page 49

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

## 12. CLOSED SESSION

### A. Compensation of District Employees

B. Discuss the General Manager's working relationship with the Board, performance, salary, benefits, and term in accordance with his employment agreement.

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

## 14. ADJOURN

*NOTICE: The Board of Directors of the Vandenberg Village Community Services District will meet at the District Office Conference Room, 3757 Constellation Road, Vandenberg Village, in compliance with §54954.2 of the Government Code of the State of California.*

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

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

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



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"Pride in Community Service"

<http://vvcsd.org>  
[info@vvcsd.org](mailto:info@vvcsd.org)

## **MINUTES Regular Meeting**

**February 5, 2019**

### **1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

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

2. ROLL CALL: Directors Brooks, Bumpass, Redmon were present. Director Wyckoff arrived at 7:02 p.m. and Director Stewart was absent.

### **OTHERS PRESENT**

General Manager Joe Barget, Administrative Services (AS) Manager Cynthia Allen, Operations & Maintenance (O&M) Manager Mike Garner, Finance Administrator Patricia LeCavalier, and 37 members of the public.

### **3. ADDITIONS AND DELETIONS TO AGENDA**

### **4. PUBLIC FORUM**

General Manager Barget said staff is drafting a License Agreement between the District and Route One Farmers Market which will be sent to legal counsel for review. The agreement should be ready for the Board's consideration at the March or April board meeting.

The public forum was opened at 7:02 p.m. Shelby Wild with the Route One Farmers Market thanked the Directors for considering use of the District's parking lot for the farmers market. She also thanked all the members of the public for attending the meeting in a show of support to bring back the farmers market to Vandenberg Village.

Dan Robinette, 685 Venus Avenue; Emily Ludden, Lompoc; Candace Delgado, 4082 Capella Street; all commented in support of the farmers market.

President Brooks closed the public forum at 7:07 p.m.

## 5. OPERATIONS REPORT

O&M Manager Garner reported the District pumped 19.6 million gallons of water for the month of January with an average daily demand of 631,600 gallons. This is 27 percent less than last January. Vandenberg Village received 5.35 inches of rain in January, bringing the calendar year total to 5.35 inches.

Well levels (below ground surface) for January were 1B-142', 3A-140', and 3B-137'. Site 3 saw a one-foot gain in November.

O&M Manager Garner showed pictures of trees and brush trimmed by Central City Tree Service. Three areas were cleared: Site 1 access road, Site 1 fence line, and Site 5 fence line. This periodic maintenance was scheduled and performed outside of bird nesting season.

The field crew has been monitoring Davis Creek during rains for the last two months. Since the work was completed by Santa Barbara County Flood Control, the creek has been running smoothly with no flooding of the Site 1 access road.

Field Crew and O&M Manager Garner began the first step of renovating the masonry block walls at the entrance of Club House Road by removing the wingwalls and footings.

The Field Crew repaired two service lines and repaired two breaks in an 8-inch water main line in January.

There were no sewer system overflows in January.

To conclude his report, O&M Manager Garner wanted to thank the Directors for supporting the staff's annual safety dinner. This year, the dinner was held on January 11 at A.J. Spurs in Buellton.

## 6. ADMINISTRATION REPORT

AS Manager Allen reported the District received \$180,000 in capacity charges and water conservation in-lieu fees from Williams Homes in January for 10 homes in the Falcon Heights Development. She said cash-for-grass rebates will not be reinstated at this time, and feels it would be best to wait until all 28 homes have been completed.

Dacé Morgan from the Wallace Group suggested the District nominate the administrative office remodel for the Central Coast Chapter of the American Public Works Association public works project of the year award. A nomination was submitted and the award banquet is at 11:00 a.m. on March 14.

AS Manager Allen distributed the Budget Calendar for Fiscal Year 2019-2020, and said dates of committee meetings can be adjusted as needed.

To conclude her report, she said a Request for Proposals for audit services were sent out and proposals are due by March 1. Staff will give their recommendation to the Finance/Budget Committee at the budget meeting.

## 7. CONSENT CALENDAR

A. Minutes from the Special Board Meeting on January 8, 2019

B. Treasurer Report

1) Monthly Financials

2) Disbursements through January 31, 2019

3) Schedule of Investments

C. Surplus Property

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

**Ayes: Directors Brooks, Bumpass, Redmon and Wyckoff**  
**Noes: None**

**Abstain: None**  
**Absent: Director Stewart**

## 8. ACTION ITEMS

### A. Mid-Year Budget Review

**Motion by Director Bumpass, seconded by Director Wyckoff to approve the attached mid-year budget review.**

**Ayes: Directors Brooks, Bumpass, Redmon and Wyckoff**  
**Noes: None**  
**Abstain: None**  
**Absent: Director Stewart**

### B. Integrated Regional Water Management (IRWM) Plan

**Motion by Director Redmon, seconded by Director Brooks to adopt Resolution 213-19 approving the Santa Barbara Countywide IRWM Plan Update.**

#### **Roll Call Vote**

**Ayes: Directors Brooks, Bumpass, Redmon and Wyckoff**  
**Noes: None**  
**Abstain: None**  
**Absent: Director Stewart**

**Resolution 213-19 was adopted**

### C. Club House Road Entrance

**Motion by Director Redmon, seconded by Director Bumpass to remove the “Village Country Club” lettering from the two masonry block walls at the intersection of Club House Road and Burton Mesa Boulevard.**

**Ayes: Directors Brooks, Bumpass, Redmon**  
**Noes: Director Wyckoff**  
**Abstain: None**  
**Absent: Director Stewart**



#### **D. Old District Office**

Director Wyckoff will recuse himself during the closed session because he has a potential conflict of interest.

**Motion by Director Bumpass, seconded by Director Redmon to designate Robert Bumpass, Cynthia Allen and Tom Davidson as negotiators for the sale of the property**

**Ayes: Directors Brooks, Bumpass, Redmon**  
**Noes: None**  
**Abstain: Director Wyckoff**  
**Absent: Director Stewart**

#### **E. Lot 54**

**Motion by Director Brooks, seconded by Director Bumpass to designate Dan Redmon, Joe Barget, and Mike Garner as negotiators for a potential land swap and easement with The Mission Club to accommodate golf course operations and their planned solar project.**

**Ayes: Directors Brooks, Bumpass, Redmon and Wyckoff**  
**Noes: None**  
**Abstain: None**  
**Absent: Director Stewart**

#### **F. Park & Playground**

Director Bumpass is a member of the Park & Playground Coalition Board. He recused himself from this item and left the meeting.

Steve Heuring, Chairman of the Park & Playground Coalition Board, gave information to the Directors to consider installing a cell tower on Lot 54. The cell tower could generate \$25,000-\$35,000 annually and be a source of income for Lot 54 and possibly pay to maintain the park and playground.

Mr. Heuring asked the board to consider waiving the \$31,204 for water and sewer connection fees for the playground project.

Robert Glasgow, 170 Oak Hill Drive, said by the District waiving the connection fees it would show the District supports the community.

President Brooks asked Mr. Heuring to provide proof that cell towers are not harmful to children because of the proximity to Buena Vista Elementary School. He also said by law the District is unable to waive fees because it would be considered a gift of public funds.

General Manager Barget said the \$31,2014 figure was for a one-inch water meter using 1 single-family equivalent of water. Fees ultimately depend on the number and size of water meters required to serve the park and how much water will be used. He asked the board to hold off making any decisions tonight until definitive information on water and sewer requirements for the park are known. The District's fees apply strictly to serving a parcel of land without regard to use.

O&M Manager Garner asked Mr. Heuring who will own the park, the coalition or the county, and who will do maintenance. Mr. Heuring said Santa Barbara County will own the park, and maintenance funding will come from the coalition.

Director Wyckoff commented a cell tower should be located in a higher elevation area.

#### **G. Local Agency Formation Commission (LAFCO)**

There was no action taken.

### **9. REPORTS**

#### **A. Committees**

President Brooks attended the Sustainable Groundwater Management Agency meeting on January 23 in Lompoc.

#### **B. District Representatives to External Agencies**

The Directors had nothing to report.

### C. President

President Brooks had nothing further.

### D. General Manager Report

General Manager Barget reviewed Item 10.A in the informational correspondence section of the board package. The letter addressed to Randy Collins at the State Lands Commission (SLC) requests the Unocal easement for Reservoir Site 5 be merged into a SLC lease for the access road to it, and the lease be renewed for a 49-year term.

## 10. INFORMATIONAL CORRESPONDENCE

A. Letter dated January 15, 2019 to Randy Collins regarding Public Resources Code Lease 7611, Reservoir Site 5

B. Proposal for Arsenic Treatment Feasibility at Groundwater Wells, Hazen and Sawyer, dated January 17, 2019

C. Letter dated January 10, 2019 from ACWA JPIA presenting VVCSD with the President's Special Recognition Award

D. US Drought Monitor-California, January 29, 2019

## 11. DIRECTORS FORUM

Director Bumpass thanked all the public for coming to show their support for the farmers market.

Director Redmon also thanked the public for attending the meeting.

## 12. CLOSED SESSION:

The Directors convened into closed session at 8:03 p.m.

## 13. OPEN SESSION:

The Directors reconvened into open session at 8:28 p.m. and reported there will be a Special Board Meeting on Friday, February 8, 2019 at

10:00 a.m. to consider accepting an offer on the district's old office building.

14. ADJOURN

**President Brooks declared the meeting adjourned at 8:30 p.m.**

**Attest:**

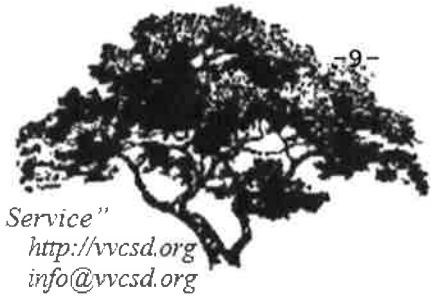
**Signed:**

\_\_\_\_\_  
**Stephanie Garner**  
**Secretary, Board of Directors**

\_\_\_\_\_  
**Christopher C. Brooks**  
**President, Board of Directors**

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Telephone: (805) 733-2475 • Fax: (805) 733-2109



## MINUTES Special Meeting

February 8, 2019

### 1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order at 10:00 a.m. by President Brooks who led the Pledge of Allegiance.

2. ROLL CALL: Directors Brooks, Bumpass, Redmon were present. Directors Stewart and Wyckoff were absent.

### OTHERS PRESENT

General Manager Joe Barget, Administrative Services (AS) Manager Cynthia Allen, Operations & Maintenance (O&M) Manager Mike Garner, and Tom Davidson, Lee & Associates.

### 3. ADDITIONS AND DELETIONS TO AGENDA

### 4. PUBLIC FORUM

President Brooks invited public comments and there were none.

### 5. ACTION ITEM

#### Old District Office

**Motion by Director Redmon, seconded by Director Bumpass to sell the old District Office at 3757 Constellation Road for \$404,000; and to approve the attached Standard Offer, Agreement and Escrow Instructions for the Purchase of Real Estate with Rob Holdsambeck and Dr. Leasha Barry and authorize the Board President to sign it.**

**Ayes: Directors Brooks, Bumpass and Redmon**  
**Noes: None**  
**Abstain: None**  
**Absent: Directors Stewart and Wyckoff**

**6. DIRECTORS FORUM**

Director Bumpass is glad to close the chapter on the old District office.

President Brooks would like the District to expand its educational footprint in the community. He has had informal discussions with staff about the concept of hosting a “water conversations” event during American Water Works Association (AWWA) Drinking Water Week May 6-10 this year. Members of the community, including students, could be invited to the event to learn about drinking water, District water and wastewater services, career opportunities, and local government in general. Criterion could be developed for a “water citizen”.

Director Redmon said the District has a history of outreach and support in water conservation. He suggested asking staff for ideas and revisiting the topic in May.

General Manager added that he, AS Manager Allen, and Water Conservation Coordinator McManigal have brainstormed some thoughts and suggested having a Water/Wastewater Committee to flesh out Director Brooks’ ideas.

**7. ADJOURN**

**President Brooks declared the meeting adjourned at 10:13 a.m.**

**Attest:**

**Signed:**

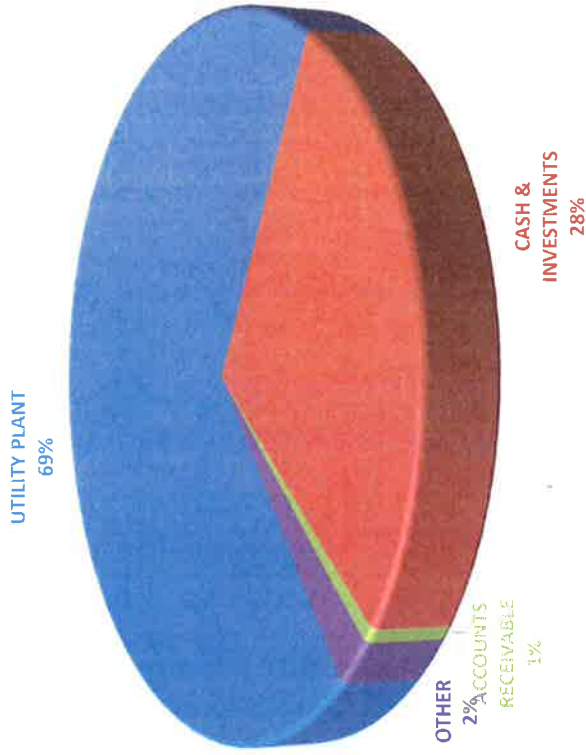
\_\_\_\_\_  
**Stephanie Garner**  
**Secretary, Board of Directors**

\_\_\_\_\_  
**Christopher C. Brooks**  
**President, Board of Directors**

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT  
 Combined Balance Sheet  
 As of January 31, 2019

	2019 FYTD	FYE 2018	CHANGE
<b>ASSETS</b>			
UTILITY PLANT	\$23,187,184	\$23,190,030	(\$2,846)
CASH & INVESTMENTS	10,454,546	10,338,072	116,474
ACCOUNTS RECEIVABLE	197,764	262,856	(65,092)
OTHER	782,928	798,587	(15,659)
<b>TOTAL ASSETS</b>	<b>\$34,622,422</b>	<b>\$34,589,545</b>	<b>\$32,877</b>

**ASSETS**



<b>DEFERRED OUTFLOWS OF RESOURCES-PENSIONS</b>	\$523,656	\$523,656	\$0
<b>TOTAL ASSETS &amp; DEFERRED OUTFLOWS</b>	<b>\$35,146,078</b>	<b>\$35,113,201</b>	<b>\$32,877</b>

<b>LIABILITIES</b>			
CURRENT LIABILITIES	\$352,525	\$769,230	(\$416,705)
UNEARNED REVENUE	139,865	139,865	0
LONG TERM DEBT- LRWRP UPGRADE PROJECT	7,341,326	7,890,528	(549,202)
NET PENSION LIABILITY	1,268,715	1,268,715	0
<b>TOTAL LIABILITIES</b>	<b>\$9,102,431</b>	<b>\$10,068,338</b>	<b>(\$965,907)</b>

<b>DEFERRED INFLOWS OF RESOURCES-PENSIONS</b>	\$43,647	\$43,647	\$0
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<b>EQUITY</b>			
CONTRIBUTED CAPITAL	\$6,586,112	\$6,550,196	\$35,916
EQUITY	18,564,096	17,433,594	1,130,502
CURRENT EARNINGS	849,792	1,017,426	(167,634)
<b>TOTAL EQUITY</b>	<b>\$26,000,000</b>	<b>\$25,001,216</b>	<b>\$998,784</b>

<b>TOTAL LIABILITIES, DEFERRED INFLOWS &amp; EQUITY</b>	<b>\$35,146,078</b>	<b>\$35,113,201</b>	<b>\$32,877</b>
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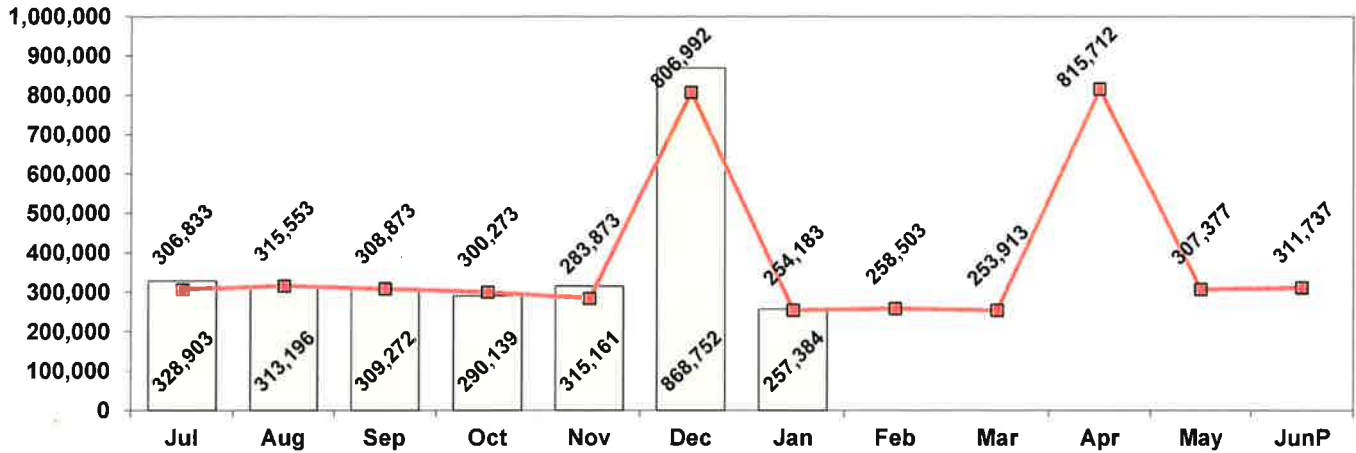




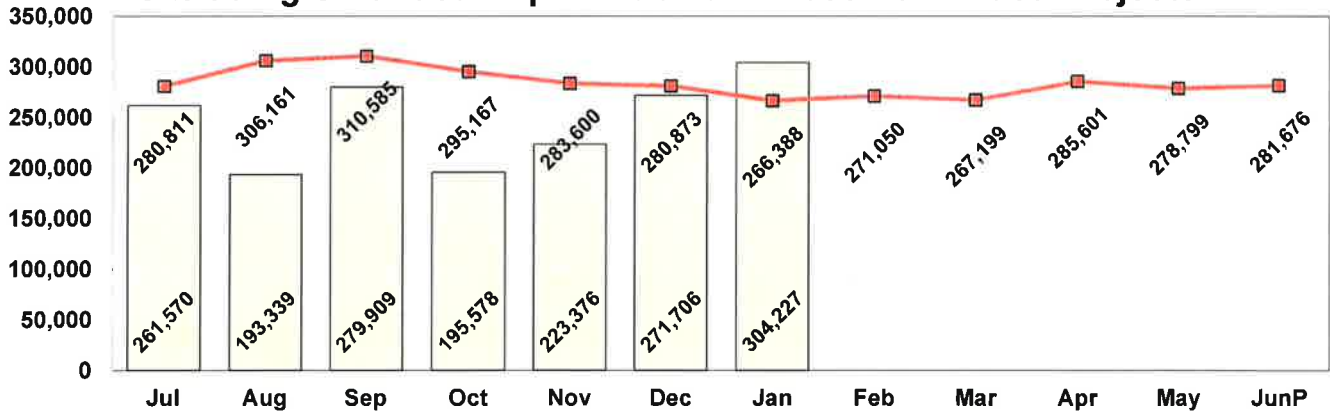
## Operating Revenue and Expenses Vandenberg Village Community Services District July 1, 2018 to June 30, 2019

### Monthly Operating Revenue

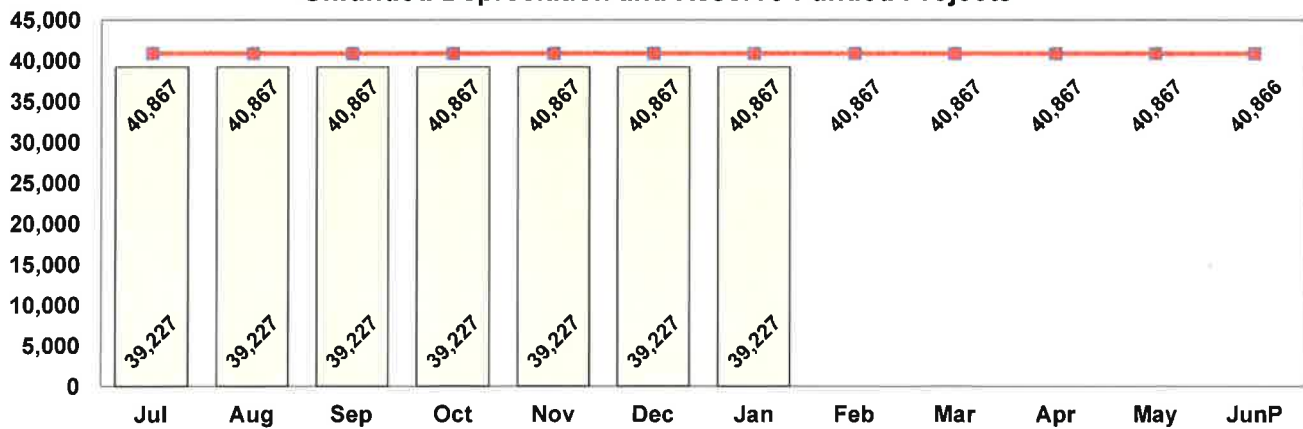
□ Actual    ■ Budget



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



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

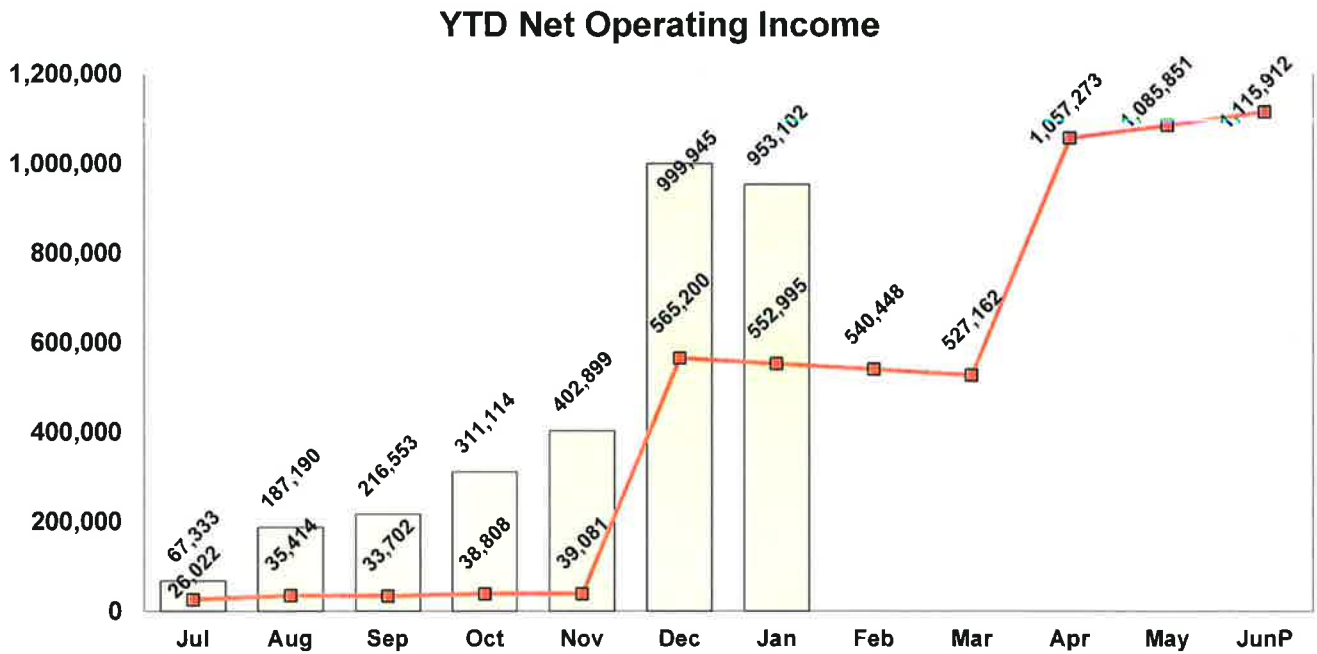
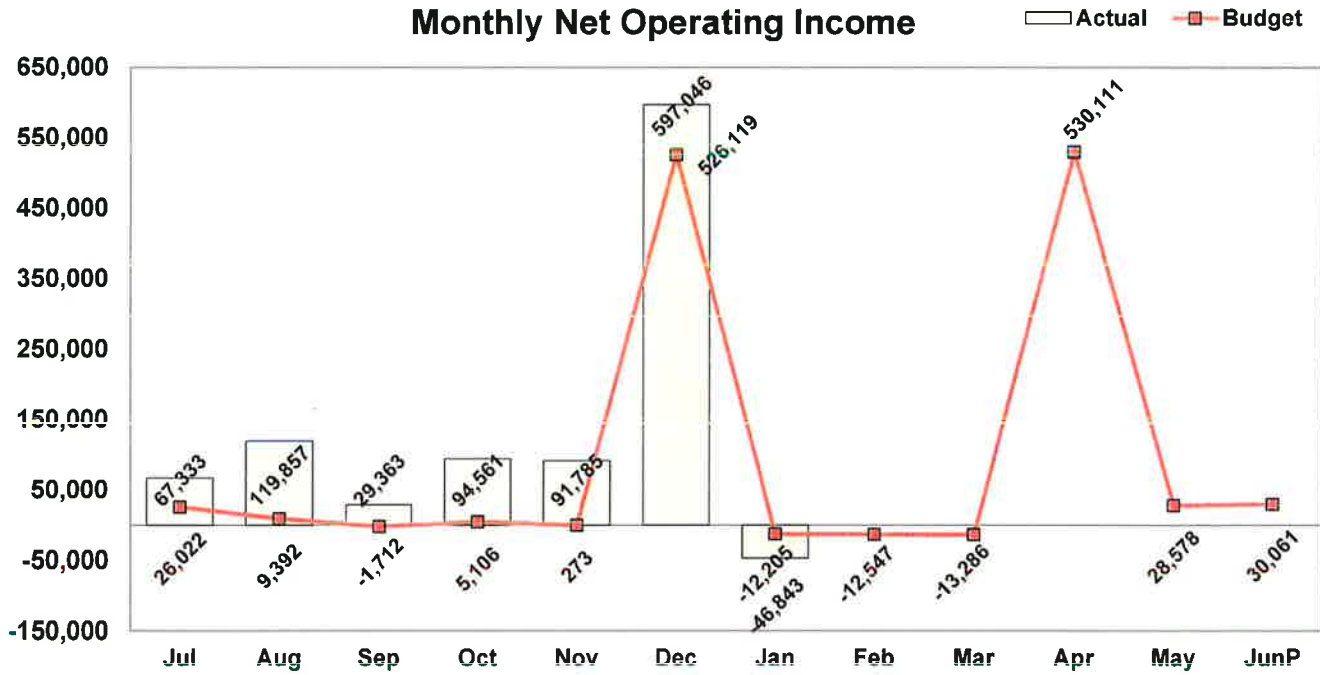


Note: The LRWRP Upgrade Charge revenue will be deposited by Santa Barbara County in December, April and May.

## Operating Income

### Vandenberg Village Community Services District

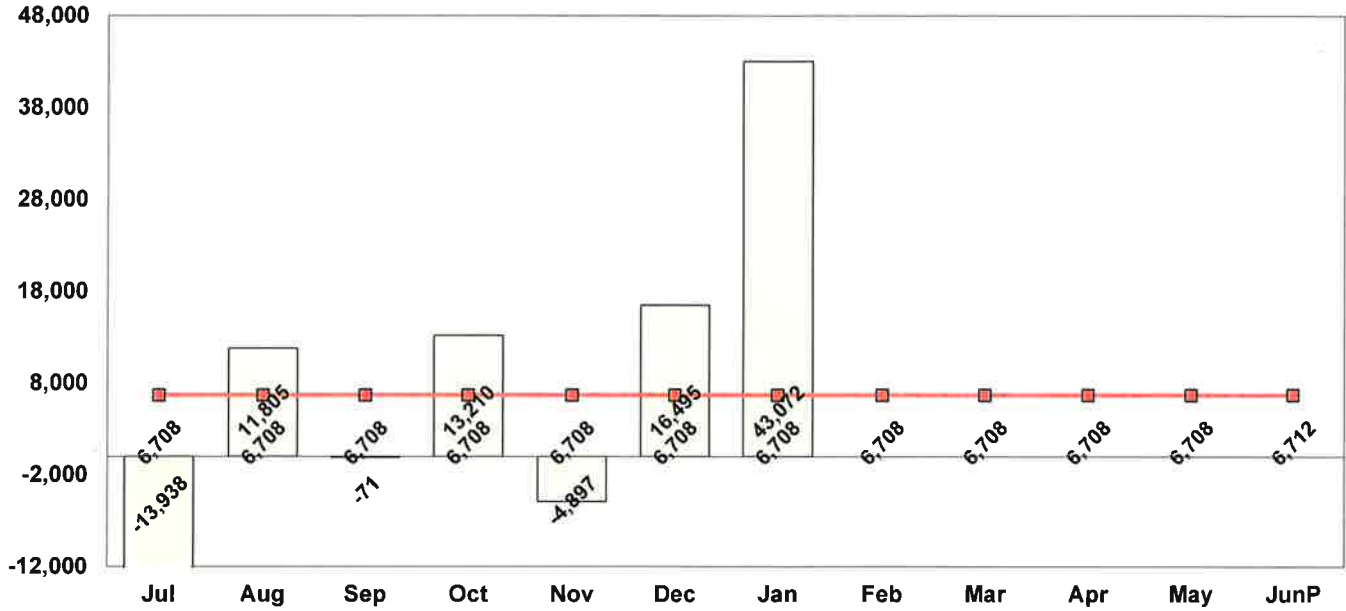
July 1, 2018 to June 30, 2019



## Non-Operating Income Vandenberg Village Community Services District July 1, 2018 to June 30, 2019

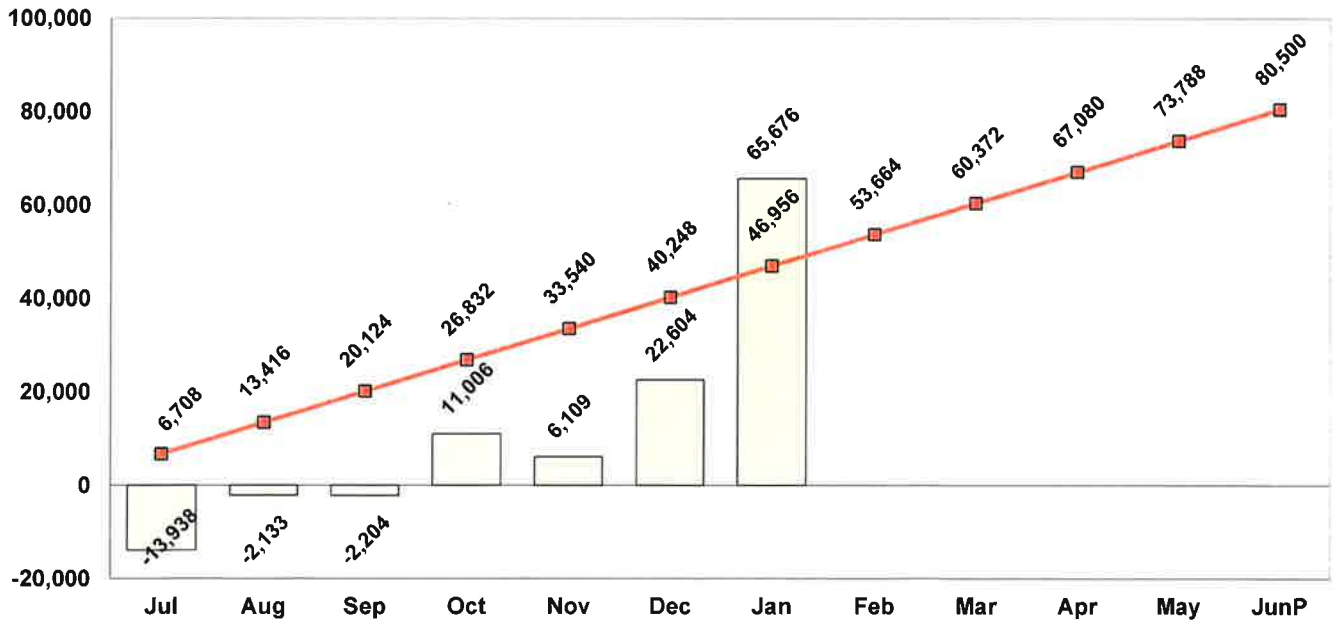
### Monthly Net Non-Operating Income

Actual Budget



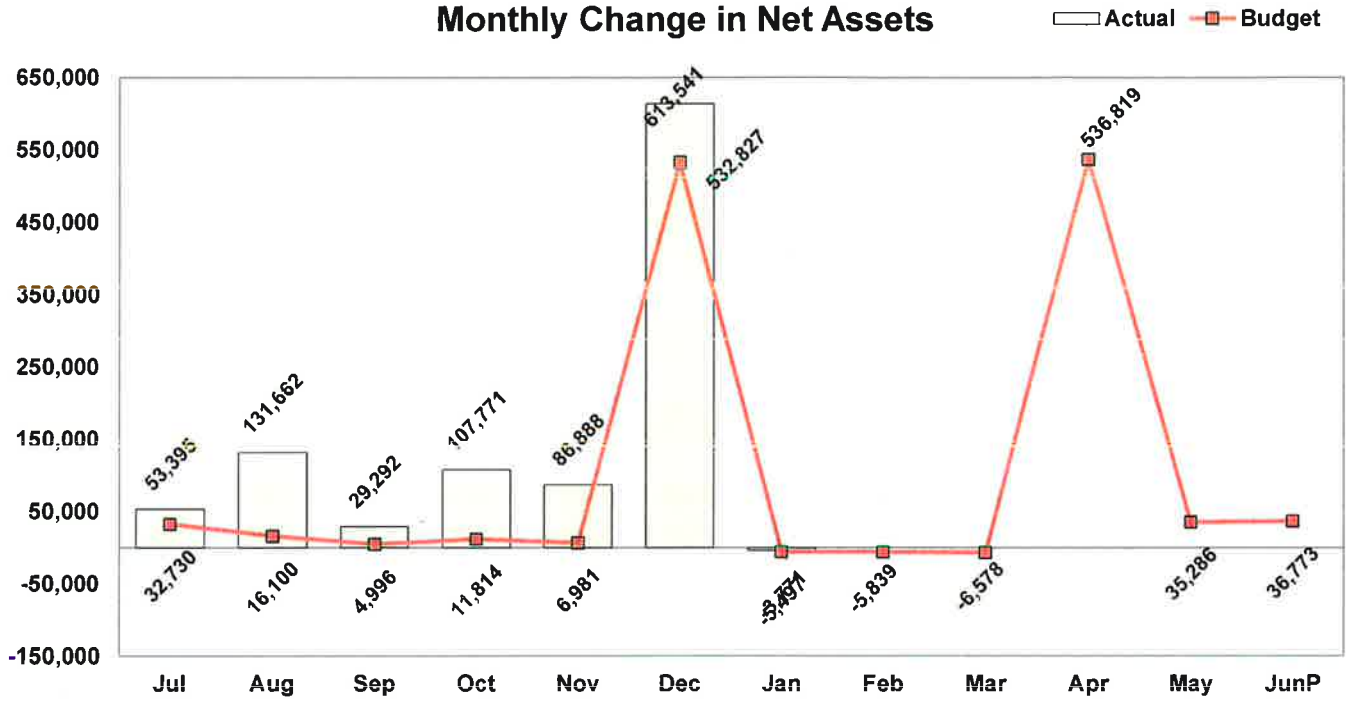
July - 7/10/18 SRF Payment Interest Expense Portion  
Sept, Jan- GASB Fair Market Value Adjustment

### YTD Net Non-Operating Income

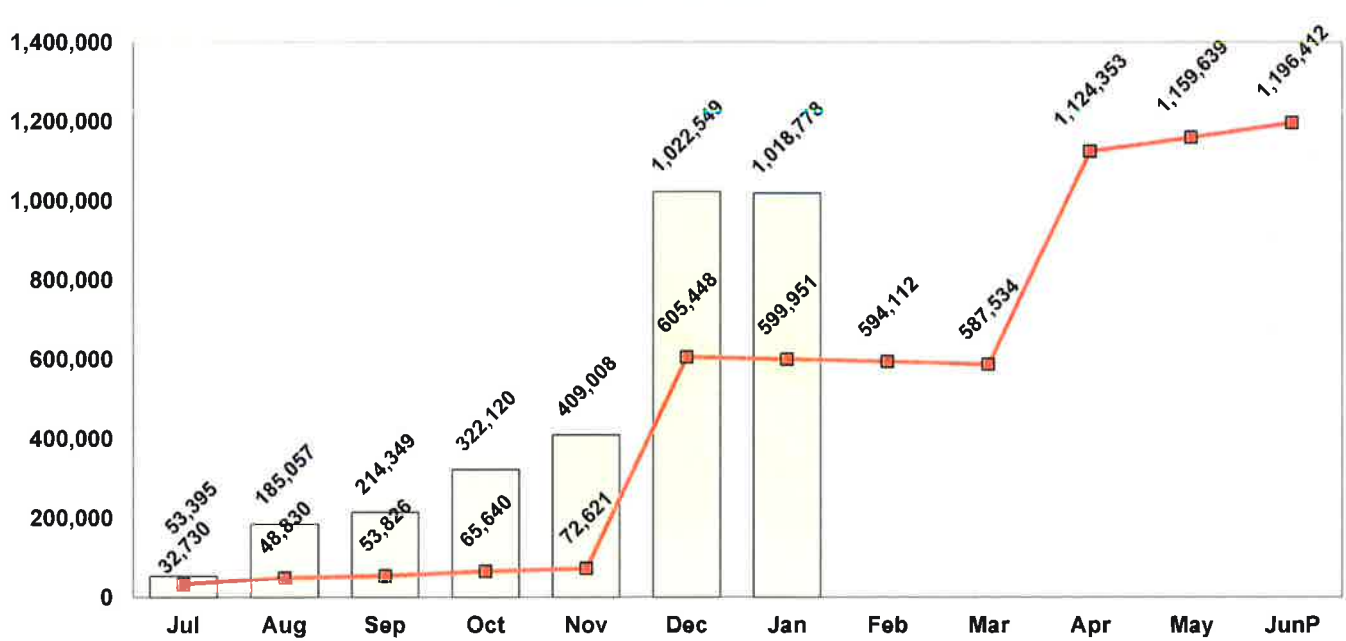


### Change in Net Assets Vandenberg Village Community Services District July 1, 2018 to June 30, 2019

#### Monthly Change in Net Assets



#### YTD Change in Net Assets



**Statement of Cash Flow**  
**Vandenberg Village Community Services District**  
**For the Period from July 1, 2018 to January 31, 2019**

	Water Fund	WW Fund	
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
Cash received from customers and users	\$ 1,194,093	\$ 1,585,061	
Cash payments for goods and services	(995,717)	(509,158)	
Cash payments to employees	(289,018)	(145,004)	
Net Cash Provided by Operating Activities			\$ 840,257
<b>CASH FLOWS FROM CAPITAL &amp; RELATED FINANCING ACTIVITIES</b>			
Loan payments for LRWRP		(549,203)	
LRWRP Upgrade Interest Payment		(130,131)	
Connection fees collected	44,920	60,690	
Contributed Capital	77,472	71,520	
Purchase of capital assets	(363,747)	(86,975)	
Net Cash Used - Capital & Related Financing Activities			(875,454)
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>			
Investment income	58,194	93,475	
Net Cash Provided by Investing Activities			151,670
Net Increase (Decrease) in Cash & Cash Equivalents			116,473
Cash and cash equivalents, beginning of year			10,338,073
Cash and cash equivalents, year-to-date			<u>\$ 10,454,546</u>
<b>Reconciliation to the Statement of Net Assets:</b>			
Cash on hand	400		\$ 400
Cash and short term investments	2,117,491	8,336,655	10,454,146
			<u>\$ 10,454,546</u>
<b>Reconciliation of Operating Income to Net Cash Provided by Operating Activities</b>			
Operating Income	\$ (16,452)	\$ 694,959	
Adjustments to reconcile operating income to net cash provided by operating activities			
Depreciation	\$ 109,867	\$ 315,660	
<b>Change in operating assets and liabilities:</b>			
(Increase) decrease in accounts receivable	31,984	1,941	
(Increase) decrease in prepaid items	15,245	414	
Increase (decrease) in accounts payable	(281,548)	(78,000)	
Increase (decrease) in accrued payroll	(16,629)	(4,074)	
Increase (decrease) in customer deposits	65,548		
Increase (decrease) in compensated absences	4,468		
Net Cash Provided by Operating Activities	<u>\$ (90,642)</u>	<u>\$ 930,899</u>	<u>\$ 840,257</u>



# VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

Disbursement # 03-19 From 2/1/2019 To 2/28/2019  
 Board Meeting Date 3/5/2019 Item: 7B.2

Accounts Payable Amount \$81,730.10

Check Numbers 26164-26214 Void Checks none  
 Electronic Vendor Payment Amount \$1,307.62

Confirmation Numbers 212019, 874099  
 A/P Hand Check Amount

Check Numbers  
 Payroll Amount \$61,289.07

Check Numbers electronically transferred, 10076-10077  
 Wire Transfers  
 Wire Numbers

Disbursements/Investments

A/P Checks	81,730.10
Electronic Vendor Payments	1,307.62
A/P Hand Checks	0.00
Payroll	61,289.07
Investments	0.00
<b>TOTAL</b>	<b>\$144,326.79</b>





REPORT.: Feb 27 19 Wednesday  
 RUN...: Feb 27 19 Time: 08:42  
 Run By.: PATTY LECAVALIER

VANDENBERG VILLAGE CSD  
 Cash Disbursement Detail Report  
 Check Listing for 02-19 Bank Account.: 13100

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information-Description
026164	02/07/19	/B061	BORGARD, GREG	160.00	.00	160.00	B90207	RETROFIT REIMB-1 HE TOILE T-4166 RIGEL AVE.
026165	02/07/19	/E023	JULIE ESCH	320.00	.00	320.00	B90201	RETROFIT REIMB-2 HE TOILE TS-269-B BURTON MESA BLVD
026166	02/07/19	/H079	TERESA HERNANDEZ	256.45	.00	256.45	B90207	RETROFIT REIMB-2 HE TOILE TS-224 ORION AVE.
026167	02/07/19	ABA01	ABATEX, INC.	5521.26	.00	5521.26	1257	MOLD/ASESTOS ABATEMENT-3 757 CONSTELLATION-PO#1655
026168	02/07/19	ACW03	ACWA JOINT POWERS INSURAN	12819.60	.00	12819.60	0597021	GROUP MEDICAL, DENTAL, VISI ON, LIFE, EAP 3/19
026169	02/07/19	ARA01	ARAMARK UNIFORM SERV. INC.	191.00	.00	191.00	533982135	SHOP TOWELS 1/31/19
026170	02/07/19	CAR02	CARR'S BOOTS & WESTERN WE	188.98	.00	188.98	5639	SAFETY BOOTS-M. GARNER
026171	02/07/19	CEN03	CENTRAL CITY TREE & LANDS	2985.00	.00	2985.00	23926	VEGETATION MANAGEMENT-SIT E #1
				2985.00	.00	2985.00	23930	VEGETATION MANAGEMENT-SIT E #5
				2985.00	.00	2985.00	23933	VEGETATION MANAGMENT-SHOP ROAD
Check Total.....:				8955.00	.00	8955.00		
026172	02/07/19	COR04	CORE & MAIN LP	919.06	.00	919.06	K063643	1"MASTER METERS (QTY 3) -P O#1656
				219.51	.00	219.51	K063647	1"REGISTER HOUSING, SHROUD S, PINS (QTY 13 EA) -PO#1656
				405.14	.00	405.14	K089250	8X15 FULL CIRCLE CLAMP (QTY 2)
Check Total.....:				1543.71	.00	1543.71		
026173	02/07/19	FER01	FERGUSON ENTERPRISES INC	812.44	.00	812.44	7076582	VALVE BOXES (IN FRONT OF HYDRANTS)
026174	02/07/19	HEA01	HEALTH SANITATION SERVICE	45.68	.00	45.68	30020119	TRASH COLLECTION-3745 CON STELLATION RD. 1/19
				122.93	.00	122.93	30030119	TRASH COLLECTION-SHOP 1/1 9
				40.98	.00	40.98	50080119	TRASH COLLECTION-3757 CON STELLATION RD 1/19
Check Total.....:				209.59	.00	209.59		
026175	02/07/19	HOM02	HOME DEPOT	132.50	.00	132.50	10020119	FROST PROTECTION MATERIAL. 5

REPORT : Feb 27 19 Wednesday  
 RUN : Feb 27 19 Time: 08:42  
 Run By : PATTY LECAVALIER

VANDENBERG VILLAGE CSD  
 Cash Disbursement Detail Report  
 Check Listing for 02-19 Bank Account.: 13100

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
026176	02/07/19	JAN01	JAN-PRO CENTRAL COAST	460.00	.00	460.00	81777	JANITORIAL SERVICE 2/19
026177	02/07/19	MIL01	MILLER LANDSCAPING AND MA	290.00	.00	290.00	53826	YARD MAINTENANCE-3757/374 5 CONSTELLATION RD. 1/19
026178	02/07/19	MIS01	MISSION PAVING, INC.	1500.00	.00	1500.00	3926	ASPHALT REPAIR-8"MAIN REP AIR-3787 CONSTELLATION RD
026179	02/07/19	PGE01	PACIFIC GAS & ELECT. INC.	14600.02	.00	14600.02	68720119	PGE CHARGES 12/17/18-1/15 /19
026180	02/07/19	PLC01	PLCS PLUS INTERNATIONAL,	390.00	.00	390.00	19-0101	SCADA WIN911 TROUBLESHOOT ING 1/28/19
026181	02/07/19	QUA01	CORRALES, GLEN E.	250.00	.00	250.00	B90207	GATE OPENER MAINTENANCE
026182	02/07/19	SAN21	SANTA BARBARA COUNTY PUBL	1163.32	.00	1163.32	IRWM-428	IRWM ADMINISTRATCN 7/18- 12/18
026183	02/07/19	SAN30	SANTA BARBARA COUNTY	443.35	.00	443.35	52684	ANNUAL EMISSIONS FEE-SITE #3/L/S#1
026184	02/07/19	SOU01	SO.CALIFORNIA GAS CO. INC.	73.14	.00	73.14	79000119	SO.CALIF GAS-WELL 1B 12/2 2/18-1/24/19
			Check Total.....:	340.67	.00	340.67		
026185	02/07/19	UND01	UNDERGROUND SERVICE ALERT	26.50	.00	26.50	120190764	USA TICKETS 1/19
			Check Total.....:	10.44	.00	10.44	DSBFEE565	DIG SAFE BOARD REGULATORY FEE 1/19
026186	02/07/19	USA01	USA BLUE BOOK	218.56	.00	218.56	797001	MANGANESE REAGENT TESTS
026187	02/07/19	USB02	U.S.BANK CORPORATE PAYMEN	3161.34	.00	3161.34	32560119	REGISTRATION, LODGING, MEAL S,TIERZERO, FORMSITE, EXP-X
026188	02/07/19	VAL04	VALLEY ROCK READY MIX, IN	983.49	.00	983.49	9-12779	SLURRY-8"MAIN REPAIR-3787 CONSTELLATION RD.
			Check Total.....:	548.45	.00	548.45	9-12808	SLURRY-8"MAIN REPAIR-3787 CONSTELLATION RD.
026189	02/07/19	VJ001	V & J ROCK TRANSPORT INC	250.00	.00	250.00	20198	EMPTY ROLL-OFF BIN-CLUBHO USE RD.

REPORT.: Feb 27 19 Wednesday  
 RUN...: Feb 27 19 Time: 08:42  
 Run By.: PATTY LECAVALIER

VANDENBERG VILLAGE CSD  
 Cash Disbursement Detail Report  
 Check Listing for 02-19 Bank Account.: 13100

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Description
026190	02/07/19	B008	KRISTI M. BOZZO	91.38	.00	91.38	000B90201	CUSTOMER REFUND-BOZ0001-5 95 SUNBEAM RD.
026191	02/07/19	B011	BRECKENRIDGE PROPERTY FU	103.78	.00	103.78	000B90201	CUSTOMER REFUND-BRE0028-4 242 RIGEL AVE.
026192	02/07/19	C001	DAVID A. CORKER	62.97	.00	62.97	000B90201	CUSTOMER REFUND-COR0034-5 19 ANDROMEDA DR.
026193	02/07/19	D005	MOLLY C. DAVIS	97.75	.00	97.75	000B90201	CUSTOMER REFUND-DAV0046-4 433 SIRIUS AVE.
026194	02/07/19	P005	PREFERRED PROPERTY MANAG	16.64	.00	16.64	000B90201	CUSTOMER REFUND-PRE0133-2 82A OAKWOOD CIR.
026195	02/21/19	ACE01	ACECO EQUIPMENT CO., INC.	1085.56	.00	1085.56	157043	REPAIR CHAINSAW, ROCK SAW CHAINS
026196	02/21/19	ARA01	ARAMARK UNIFORM SERV. INC.	114.33	.00	114.33	534016900	CONTINUOUS TOWELS 2/14/19
026197	02/21/19	CAR02	CARR'S BOOTS & WESTERN WE	200.00	.00	200.00	5801	SAFETY BOOTS - REA
026198	02/21/19	CLS01	CLINICAL LABS OF SAN	325.00	.00	325.00	966913	BACTERIA, IRON, MANGANESE, P HYSICAL TESTS 1/19
026199	02/21/19	COR04	CORE & MAIN LP	11462.45	.00	11462.45	J953901	5/8" REGISTERS(100); 1" REGI STERS(200)
			Check Total.....:	14831.45	.00	14831.45	K108483	1" MASTER METERS (QTY 11) -PO#1656
026200	02/21/19	CRI01	CRITERION ENVIRONMENTAL I	900.00	.00	900.00	15583	ASBESTOS/MOLD TESTING-375 7 CONSTELLATION RD.
026201	02/21/19	CWE04	CWEA	97.00	.00	97.00	53410419	COLLECTION 3 RENEWAL-GARN ER-0000535341
			Check Total.....:	188.00	.00	188.00	80510419	CWEA MEMBERSHIP-COLE #000 0628051
026202	02/21/19	FRO01	FRONTIER	91.84	.00	91.84	28850219	FRONTIER 733-2109 2/13/19 -3/12/19
			Check Total.....:	251.19	.00	251.19	49050219	FRONTIER 733-3615/3975/SC ADA 2/13/19-3/12/19
026203	02/21/19	MOR01	MORE OFFICE SOLUTIONS	455.69	.00	455.69	2397091	COPIER USAGE, MONTHLY BILL S, FREIGHT ON TONER 1/19

REPORT.: Feb 27 19 Wednesday  
 RUN...: Feb 27 19 Time: 08:42  
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VANDENBERG VILLAGE CSD  
 Cash Disbursement Detail Report  
 Check Listing for 02-19 Bank Account.: 13100

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
026204	02/21/19	NAT01	NATIONAL GROUP TRUST	896.56	.00	896.56	23940319	LONG-TERM DISABILITY 3/19
026205	02/21/19	NUT02	NUTRIEN AG SOLUTIONS, INC	338.39	.00	338.39	3803-813	VEGETATION MANAGEMENT
026206	02/21/19	PIT03	PITNEY BOWES	824.28	.00	824.28	40080-19A	POSTAGE FOR BILLS 1/19
026207	02/21/19	SAN10	SANTA BARBARA COUNTY	2034.99	.00	2034.99	GHN11-843	2018 GENERAL ELECTION COS TS
026208	02/21/19	SAN18	SANTA BARBARA COUNTY SDA	40.00	.00	40.00	B90221	SBSCDA DINNER MEETING-RED MON
026209	02/21/19	SHR01	SHRED-IT USA	232.88	.00	232.88	126649989	DOCUMENT SHREDDING SERVIC E 1/17,1/31,2/14/19
026210	02/21/19	SMI04	SMITHS ALARMS & ELECTRONI	90.00	.00	90.00	034002	SECURITY-OFFICE 3/19-5/19
026211	02/21/19	STA09	STAPLES CREDIT PLAN	1631.98	.00	1631.98	53690119	TONER,INK,ADDING MACHINE ROLLS, ENVELOPES
026212	02/21/19	SYN01	SYNCE/AMAZON	132.27	.00	132.27	87140219	DOCUMENT FRAMES,BUS. CARD HOLDER, BARCODE READER
026213	02/21/19	VAL08	VALLEY ROLL-OFF SERVICE	610.00	.00	610.00	9010	EMPTY ROLL-OFF BINS AT SH OP-COUNTRY CLUB SIGN
			Check Total.....:	790.00	.00	790.00		EMPTY ROLL-OFF BINS AT SH OP
026214	02/21/19	WES05	WESTERN EXTERMINATOR CO.	59.50	.00	59.50	6744738	MONTHLY SERVICE FOR GOPHE R CONTROL 1/19
212019	02/21/19	WEX01	WEX BANK	547.95	.00	547.95	57810508	150.7 GALS FUEL
874099	02/21/19	CHE02	CHEVRON & TEXACO BUSINESS	759.67	.00	759.67	55395707	206.4 GALS FUEL
			Cash Account Total.....:	83037.72	.00	83037.72		
			Total Disbursements.....:	83037.72	.00	83037.72		
			Cash Account Total.....:	.00	.00	.00		

REPORT.: Feb 27 19 Wednesday  
 RUN...: Feb 27 19 Time: 08:42  
 Run By.: PATTY LECAVALIER

VANDENBERG VILLAGE CSD  
 Cash Disbursement Detail Report - Payroll Vendor Payment (s)  
 Check Listing for 02-19 Bank Account.: 13101

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Description
96000	02/22/19	EMP01	EMPLOYMENT DEVELOP. DEPART	1107.84	.00	1107.84	B90222	STATE WH TAXES PP#4
96001	02/22/19	EMP01	EMPLOYMENT DEVELOP. DEPART	337.73	.00	337.73	1B90222	STATE DISABILITY PP#4
587230	02/22/19	PER04	CALPERS 457 PLAN	920.00	.00	920.00	B90207	EMPLOYER PERS 457 PP#3
587231	02/22/19	PER04	CALPERS 457 PLAN	6520.00	.00	6520.00	1B90207	EMPLOYEE PERS 457 PP#3
587240	02/22/19	PUB02	PUBLIC EMPLOYEES	1144.88	.00	1144.88	B90207	PERS EPMC PP#3
587241	02/22/19	PUB02	PUBLIC EMPLOYEES	1417.56	.00	1417.56	1B90207	PERS TDMC PP#3
587242	02/22/19	PUB02	PUBLIC EMPLOYEES	3793.81	.00	3793.81	2B90207	PERS EMPLR CONTRIB PP#3
666260	02/22/19	PER04	CALPERS 457 PLAN	920.00	.00	920.00	B90222	EMPLOYER PERS 457 PP#4
666261	02/22/19	PER04	CALPERS 457 PLAN	6520.00	.00	6520.00	1B90222	EMPLOYEE PERS 457 PP#4
666270	02/22/19	PUB02	PUBLIC EMPLOYEES	1144.88	.00	1144.88	B90222	PERS EPMC PP#4
666271	02/22/19	PUB02	PUBLIC EMPLOYEES	1417.56	.00	1417.56	1B90222	PERS TDMC PP#4
666272	02/22/19	PUB02	PUBLIC EMPLOYEES	3793.81	.00	3793.81	2B90222	PERS EMPLR CONTRIB PP#4
687350	02/22/19	EFT01	EFTPS	2423.92	.00	2423.92	B90207	FEDERAL WH TAXES PP#3
687351	02/22/19	EFT01	EFTPS	49.60	.00	49.60	1B90207	FICA SOCIAL SECURITY DR#2
687352	02/22/19	EFT01	EFTPS	1005.64	.00	1005.64	2B90207	FICA MEDICARE PP#3
714880	02/22/19	EMP01	EMPLOYMENT DEVELOP. DEPART	1104.43	.00	1104.43	B90207	STATE WH TAXES PP#3
714881	02/22/19	EMP01	EMPLOYMENT DEVELOP. DEPART	340.88	.00	340.88	1B90207	STATE DISABILITY PP#3
919190	02/22/19	EFT01	EFTPS	2496.65	.00	2496.65	B90222	FEDERAL WH TAXES PP#4
919191	02/22/19	EFT01	EFTPS	979.38	.00	979.38	1B90222	FICA MEDICARE PP#4
Cash Account Total.....:				37438.57	.00	37438.57		
Total Disbursements.....:				37438.57	.00	37438.57		




VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors ITEM: 8.A

FROM: Farmers Market Ad Hoc Committee  
(Directors Bumpass & Stewart)

BY: Joe Barget, General Manager 

DATE: March 5, 2019

SUBJECT: Farmers Market

**Recommendation:** Approve the attached license agreement with Shelby Wild to conduct weekly farmers markets in the District's parking lot.

**Policy Implications:**

- The Board is the governing body of the District and sets policy.
- VVCSD Code of Ordinances §1.4.1 requires agreements with external agencies and organizations to be approved by the Board and signed by the President.

**Resource Impacts:**

- About 20 hours of management staff time and 4 hours of legal counsel time were involved in preparing this license agreement.
- The farmers market will generate a token amount of revenue through a fee of \$25 per event. Costs to the District are expected to be negligible.

**Alternatives Considered: None**

**Discussion:** From 2011 to 2018, the Village Farmers Market Association (VFMA) conducted weekly farmers markets along a portion of Burton Mesa Boulevard west of the Village Shopping Center.

The events typically involved 7-12 local farmers and vendors with 300-500 patrons on any given Sunday. After seven years of operation, the VFMA held its last event on June 10, 2018.

Shelby Wild gave a presentation at the September 11, 2018, Board meeting on her proposal to revive the farmers market in the District's parking lot. At that meeting, Director Bumpass and Director Blair (subsequently replaced by Director Stewart), along with Operations & Maintenance Manager Mike Garner, were appointed to ad hoc committee to consider the issue. The ad hoc committee met with Ms. Wild who provided a draft document outlining proposed terms and conditions. General Manager Barget blended some features of her document and language from a concessionaire services contract that the city of Lompoc developed for a swap meet in their parking lot into a draft license agreement. This is the first such license agreement for the District. It was carefully reviewed and edited by the District's legal counsel, Deputy County Counsel Mike Munoz.

The Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA) provides liability insurance to the District at an annual cost of about \$25,000. The authority has a three-class system for recreational activities and special events in members' facilities. The farmers market is considered a Class II, medium severity liability exposure event and as such does not require prior approval of ACWA JPIA for coverage. There is no additional cost for insurance to cover the farmers market but any accidents or claims would certainly increase premiums. Compared to small numbers of people using the indoor conference room, allowing large numbers of people use outdoor facilities involves substantially more risk.

Shelby Wild filed a fictitious business name statement with the Santa Barbara County Clerk on February 1, 2019, to do business as Route One Farmers Market. Her business has a Facebook page with 4,500 followers, and 37 members of the public showed up at the February 5 Board meeting in a show of community support for the farmers market.

The ad hoc committee recommends approval of the license agreement with Shelby Wild doing business as Route One Farmers Market. It is for a one-year term beginning April 1, 2019.

**Attachments:** Parking Lot License Agreement, dated March 5, 2019



March 5, 2019

## **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 Shelby Wild doing business as Route One Farmers Market (hereinafter referred to as “LICENSEE”) with reference to the following:

### **Recitals**

**WHEREAS**, DISTRICT is a local government agency formed under Community Services District Law (California Government Code §61000 et seq.) for the purposes of providing 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, on a regular basis, an outdoor farmers market within the community to offer fresh, locally-grown produce and other 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 Parking Lot 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:

1. **Description of License Area/Parking Lot:** The license area shall be limited to the Parking Lot, which is defined strictly as the asphalt pavement (black top) portion of APN 097-371-028, located as shown on Exhibit A. It does not include the District Office building; concrete aprons, walkways, or landscaped areas around the District Office; the public sidewalk along Constellation Road; the open turfed area southwest of the Parking Lot; or the trash enclosure.
2. **Term and Termination:** The term of this Agreement is for one year beginning April 1, 2019, and ending March 31, 2020, unless earlier terminated by DISTRICT or LICENSEE upon 30 days written notice.
3. **Fee:** LICENSEE shall pay, without demand, the sum of \$25.00 per event. Payments shall be made by the 15<sup>th</sup> day of the month for the month immediately preceding.

4. **Use of Parking Lot:** The Parking Lot shall be used by the LICENSEE only for the purposes of conducting a farmers market in accordance with the rules and regulations set forth in California Business and Professions Code Sections 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 Parking Lot is restricted to Sundays only. Vendors may not set up, or access the Parking Lot before 9:00 a.m. and will vacate the Parking Lot by 3:00 p.m. LICENSEE shall make adequate arrangements for offsite public parking and offsite public restroom facilities; e.g., at the White Oaks Hotel or 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, 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, and regulations affecting the Parking Lot now or hereafter in effect, 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 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 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 require vendors to comply with all applicable local, state, and federal laws and regulations, including, but not limited to, state statutes relating to resale permits and health laws; Business and Professions Code Sections 21660 et seq. relating to Swap Meets, Flea Markets, and Open-Air Markets; and provisions of the 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 Parking Lot 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 no alcohol is served or consumed in the Parking Lot.
  - d. To ensure roadblocks and parking instructions are clearly displayed.
  - e. To ensure outside storage and refuse containers do not block or impede traffic flow.
  - f. To clean up trash generated from the farmers market in and within 300 feet of the Parking Lot on Sundays before 5:00 p.m.
  - g. 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.
  - h. No stakes, poles, or like objects shall be driven into the Parking Lot. No material changes or alteration to the Parking Lot will be made without obtaining written permission in advance from the DISTRICT General Manager.
  - i. 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 Parking Lot and has determined that it is in suitable condition for LICENSEE's intended use. LICENSEE agrees to accept said Parking Lot in its existing condition, "as is". The DISTRICT is not obligated to make any alteration, 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 Parking Lot, nor shall any nuisance or other acts be committed that disturb the enjoyment of the general public, the Parking Lot, 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 Parking Lot. 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, stored, or transported by LICENSEE, its agents, employees, or designees on or in the Parking Lot, 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 law, regulation, or ordinance 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, 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 Parking Lot due to LICENSEE's use and occupancy, LICENSEE shall clean all property affected to the satisfaction of DISTRICT and any governmental body having jurisdiction therefore. LICENSEE shall indemnify, hold harmless, and defend DISTRICT from and against all liability, claim, cost, and expense (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 section, or as a result of any such discharge, leakage, spillage, emission or pollution due to LICENSEE's use and 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 negligence or 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 Parking Lot occupied by LICENSEE at any reasonable time. The DISTRICT also reserves the right to do work of any nature necessary for preservation, maintenance and operation of the Parking Lot. 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 or in any way connected with this Agreement from any cause whatsoever, or the use or condition of the Parking Lot or the facilities located thereon, or any work, operations, or activities permitted or conducted on the Parking Lot 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, 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 prior to 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 cancelled, 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 of Fees:** 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 Parking Lot. LICENSEE agrees to place in a highly visible area within the Parking Lot, a notice of DISTRICT's nonresponsibility 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, and 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 Parking Lot 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 pursuant to this Agreement, or any patron of the farmers market 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 Parking Lot 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 Parking Lot or any interest therein, including without limitation its license; nor shall LICENSEE mortgage, pledge, hypothecate, or encumber any improvements placed upon the Parking Lot 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 Parking Lot 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 pursuant to their plain and ordinary meaning and shall not be interpreted against the DISTRICT by virtue of having drafted the Agreement.

24. **Notices:** Any notices required pursuant 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

Shelby Wild  
168 Inverness Avenue  
Lompoc, CA 93436

25. **Understanding of the Parties:** This Agreement represents the complete understanding between the parties with respect to 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.

LICENSEE

Shelby Wild doing business as  
Route One Farmers Market

By: \_\_\_\_\_  
Shelby Wild  
Manager/Operator

Date: \_\_\_\_\_

DISTRICT

Vandenberg Village Community Services District

By: \_\_\_\_\_  
Christopher C. Brooks  
President, Board of Directors

Date: \_\_\_\_\_

# Exhibit A

## Parking Lot License Agreement







CSDA Meeting 2-25-2019

The meeting was held at the Glen Annie Golf Club at the Frog Grill. There were 21 people in attendance.

They mentioned upcoming CSDA trainings including Board Member Best Practices on March 7<sup>th</sup> in Goleta. I will bring a brochure to our board meeting.

Harry Hagen (Santa Barbara County Treasurer) was the guest speaker. His talk involved what his office does, and the Santa Barbara Investment Fund that VVCS D invests in. The major goal of the fund is liquidity, safety and return, in that order. He did talk about the new Federal program they used to invest in short term FDIC insured bank accounts. This is a pooled fund that allows funds to be federally insured and invested in banks.

He also discussed the cannabis tax funds being collected by Santa Barbara County. These funds are totally segregated to protect Santa Barbara County from a federal seizure. The Special District Funds are also protected. He also discussed the issues with dealing with all the cash the new tax has brought in.

Regards,

Dan Redmon, Director VVCS D





California Special  
Districts Association  
*Districts Stronger Together*

**DATE:** February 15, 2019  
**TO:** CSDA Voting Member Presidents and General Managers  
**FROM:** CSDA Elections and Bylaws Committee  
**SUBJECT: CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS  
SEAT B**

---

The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2020 - 2022 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the geographic network that they seek to represent. (See attached CSDA Network Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

**Commitment and Expectations:**

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.  
*(CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).*
- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days - held in the spring, and the CSDA Annual Conference - held in the fall.  
*(CSDA does **not** reimburse expenses for the two conferences even if a Board or committee meeting is held in conjunction with the event)*
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected.  
*(CSDA does **not** reimburse expenses for the Academy classes even if a Board or committee meeting is held in conjunction with the event).*

**Nomination Procedures:** Any Regular Member in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors. **A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination. The deadline for receiving nominations is April 17, 2019. Nominations and supporting documentation may be mailed, faxed, or emailed.**

Mail: 1112 I Street, Suite 200, Sacramento, CA 95814  
Fax: 916.442.7889  
E-mail: [amberp@csda.net](mailto:amberp@csda.net)

Once received, nominees will receive a candidate's letter in the mail. The letter will serve as confirmation that CSDA has received the nomination and will also include campaign guidelines.

CSDA will begin electronic voting on June 17, 2019. All votes must be received through the system no later than 5:00 p.m. August 9, 2019. The successful candidates will be notified no later than August 13, 2019. All selected Board Members will be introduced at the Annual Conference in Anaheim, CA in September 2018.

#### **Expiring Terms**

(See enclosed map for Network breakdown)

**Northern Network** Seat B-Greg Orsini, GM, McKinleyville Community Services District\*  
**Sierra Network** Seat B-Ginger Root, GM, Lincoln Rural County Fire Protection District \*  
**Bay Area Network** Seat B-Ryan Clausnitzer, SDA, GM, Alameda County Mosquito Abatement District\*  
**Central Network** Seat B-Tim Ruiz, GM, West Niles Community Services District  
**Coastal Network** Seat B-Jeff Hodge, SDA, GM, Santa Ynez Community Services District\*  
**Southern Network** Seat B-Bill Nelson, Director, Orange County Cemetery District  
(\* = Incumbent is running for re-election)

#### **AGAIN, THIS YEAR!**

**This year we will be using a web-based online voting system, allowing your district to cast your vote easily and securely. Electronic Ballots will be emailed to the main contact in your district June 17, 2019. All votes must be received through the system no later than 5:00 p.m. August 9, 2019.**

*Districts can opt to cast a paper ballot instead; but you must contact Amber Phelen by e-mail [Amberp@csda.net](mailto:Amberp@csda.net) by **April 17, 2019** in order to ensure that you will receive a paper ballot on time.*

CSDA will mail paper ballots on June 17 per district request only. ALL ballots must be received by CSDA no later than 5:00 p.m. August 9, 2019.

The successful candidates will be notified no later than August 14, 2019. All selected Board Members will be introduced at the Annual Conference in Anaheim, CA in September 2019.

If you have any questions, please contact Amber Phelen at [amberp@csda.net](mailto:amberp@csda.net).



**California Special  
Districts Association**  
*Districts Stronger Together*

**2019 BOARD OF DIRECTORS NOMINATION FORM**

**Name of Candidate:** \_\_\_\_\_

**District:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Network:** \_\_\_\_\_ (see map)

**Telephone:** \_\_\_\_\_

(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE)

**Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Nominated by (optional):** \_\_\_\_\_

**Return this form and a Board resolution/minute action supporting the candidate and Candidate Information Sheet by fax, mail, or email to:**

CSDA  
Attn: Amber Phelen  
1112 I Street, Suite 200  
Sacramento, CA 95814  
(877) 924-2732 (916) 442-7889 fax

amberp@csda.net

***DEADLINE FOR RECEIVING NOMINATIONS – April 17, 2019***



**California Special  
Districts Association**  
*Districts Stronger Together*

**2019 CSDA BOARD CANDIDATE INFORMATION SHEET**

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: \_\_\_\_\_

District/Company: \_\_\_\_\_

Title: \_\_\_\_\_

Elected/Appointed/Staff: \_\_\_\_\_

Length of Service with District: \_\_\_\_\_

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

\_\_\_\_\_  
\_\_\_\_\_

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

\_\_\_\_\_  
\_\_\_\_\_

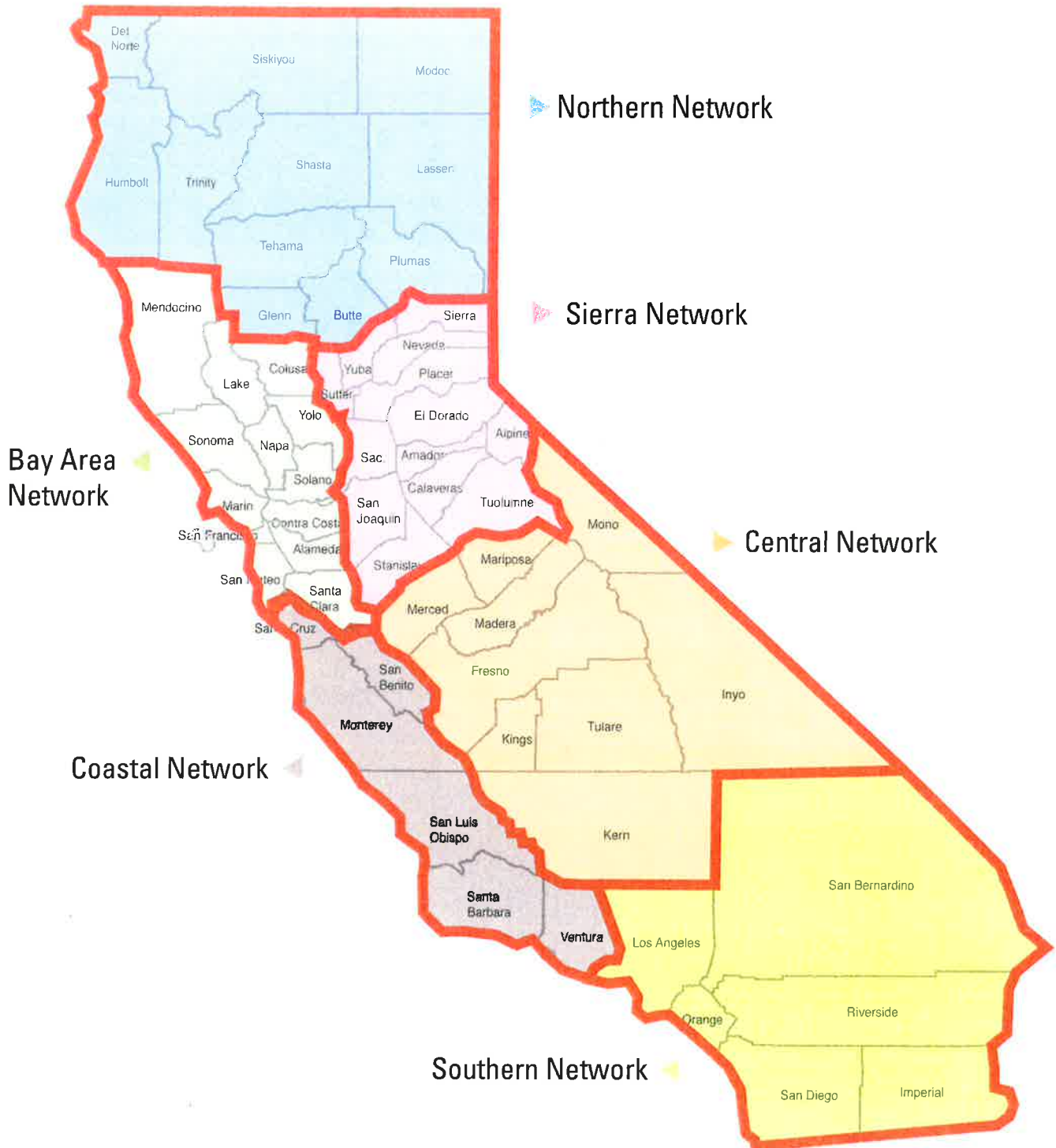
3. List local government involvement (such as LAFCo, Association of Governments, etc.):

\_\_\_\_\_  
\_\_\_\_\_

4. List civic organization involvement:

\_\_\_\_\_  
\_\_\_\_\_

**\*\*Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after April 17, 2019 will not be included with the ballot.**







**RESOLUTION NO. 678**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE SANTA YNEZ RIVER WATER CONSERVATION DISTRICT  
EXPRESSING ITS APPRECIATION TO  
VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT  
FOR THE DONATION OF FURNITURE TO THE DISTRICT**

**WHEREAS**, Santa Ynez River Water Conservation District increased its number of employees, moved to a larger office space and was about to incur significant cost to purchase much needed furniture, including desks, chairs, bookcases and a conference table;

**WHEREAS**, Vandenberg Village Community Services District recently moved to a new building, purchased new furniture for their offices and had excess furniture available which they were willing to donate;

**WHEREAS**, Vandenberg Village Community Services District, knowing the furniture needs of Santa Ynez River Water Conservation District, contacted District staff regarding the availability of furniture and the Board of Directors of Vandenberg Village Community Services District declared the excess furniture as surplus and available to donate;

**WHEREAS**, the furniture selected by the District was delivered on September 11, 2018;

**NOW, THEREFORE, BE IT RESOLVED**, this Board of Directors does hereby thank the Board of Directors of the Vandenberg Village Community Services District for the furniture donation. The donation will help advance important work of the Santa Ynez River Water Conservation District as well as storage of historic and important documents. Your generosity is greatly appreciated.

**WE, THE UNDERSIGNED**, being the duly qualified and acting President and Secretary, respectively, of the Board of Directors of the Santa Ynez River Water Conservation District do hereby certify that the above and foregoing resolution was duly adopted and passed by the Board of Directors of said District at a Special meeting duly held on the 14<sup>th</sup> day of November, 2018 by the following roll call vote:

**AYES**, and in favor thereof, Directors: Cynthia Allen  
Art Hibbits  
Steve Jordan  
Brett Marymee

**NOES**, Directors: None

**ABSENT/ABSTAINING**, Directors: Larry Flinkingshelt

  
William Buelow, Secretary

  
Cynthia Allen, President



# PUBLIC WATER SYSTEM STATISTICS

Calendar Year: 2018

## 1. General Information

Agency: Vandenberg Village Community Services District

Contact: Joe Barget

Title: General Manager

Phone: 805-733-2475

Fax: 805-733-2109

E-mail: info@vvcasd.org

Website: vvcasd.org

Population served: 7,361

Names of communities served: Vandenberg Village

## 2. Number of Active Service Connections

Customer Class	Potable Water		Recycled Water	
	Metered	Unmetered	Metered	Unmetered
Single Family Residential	2413			
Multi-family Residential	56			
Commercial/Institutional	68			
Industrial	0			
Landscape Irrigation	17			
Other		8		
Agricultural Irrigation	0			
<b>TOTAL</b>	<b>2554</b>	<b>8</b>		

## 3. Total Water Into the System - Units of production: AF (Select: AF=acre-feet; MG=million gallons; HCF=hundred cubic feet)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Wells	82.476	89.572	66.756	97.88	120.747	127.321	135.55	128.966	116.202	105.067	99.433	67.904	1237.874
Cachuma Project	0	0	0	0	0	0	0	0	0	0	0	0	0
Surface (non-Cachuma)	0	0	0	0	0	0	0	0	0	0	0	0	0
SWP 1/	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Purchased 1/	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Potable	82.476	89.572	66.756	97.88	120.747	127.321	135.55	128.966	116.202	105.067	99.433	67.904	1237.874
Untreated Water													
Recycled 2/													

1/ Potable wholesale supplier(s) (e.g. CCWA): \_\_\_\_\_

2/ Recycled wholesale supplier(s) or self produced: \_\_\_\_\_

Level of treatment (e.g. secondary): \_\_\_\_\_

## 4. Metered Water Deliveries - Units of delivery: AF (Select: AF=acre-feet; MG=million gallons; HCF=hundred cubic feet)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
A. Single Family Residential	66.527	69.169	46.489	50.768	66.478	72.021	91.074	80.687	78.412	66.871	82.533	50.267	821.296
B. Multi-family Residential	5.517	5.218	4.123	4.351	5.115	5.216	6.78	6.206	5.797	5.315	6.213	4.541	64.392
C. Commercial/Institutional	7.861	6.924	4.238	3.008	6.89	8.926	10.382	10.584	10.258	8.71	12.402	4.521	94.704
D. Industrial	0	0	0	0	0	0	0	0	0	0	0	0	0
E. Landscape Irrigation	9.381	11.888	6.607	10.834	17.118	18.36	26.46	21.863	21.372	16.666	19.595	7.214	187.358
F. Other:													
Total Urban Retail (A thru F)	89.286	93.199	61.457	68.961	95.601	104.523	134.696	119.34	115.839	97.562	120.743	66.543	1167.75
Agricultural Irrigation													
Wholesale (to other agencies)													



# U.S. Drought Monitor California

**February 26, 2019**  
(Released Thursday, Feb. 28, 2019)  
Valid 7 a.m. EST

Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
<b>Current</b>	87.17	12.83	2.33	0.00	0.00	0.00
<b>Last Week</b> <i>02-19-2019</i>	67.07	32.93	3.77	1.36	0.00	0.00
<b>3 Months Ago</b> <i>11-27-2018</i>	0.00	100.00	83.66	18.33	3.78	0.00
<b>Start of Calendar Year</b> <i>01-01-2019</i>	7.77	92.23	75.17	14.12	2.10	0.00
<b>Start of Water Year</b> <i>09-25-2018</i>	12.18	87.82	47.97	22.82	4.94	0.00
<b>One Year Ago</b> <i>02-27-2018</i>	8.48	91.52	47.87	19.98	0.00	0.00

**Intensity:**

- 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. See accompanying text summary for forecast statements.*

**Author:**

Brad Rippey  
U.S. Department of Agriculture

