

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

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



REGULAR MEETING

Tuesday, August 6, 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 Special Meeting on June 21, 2019 page 1

B. Treasurer Report

- (1) Disbursements through July 31, 2019..... page 9
- (2) Schedule of Investments page 23
- (3) Public Official Reimbursement Report: Review and disclose information..... page 25

8. ACTION ITEMS

- A. **Code of Ordinances:** Consider adopting an updated and revised Code of Ordinances page 27
- B. **Reservoir Site 5:** Consider approving a new 25-year lease with the State Lands Commission for existing water storage tanks, pipeline, and access road..... page 31
- C. **Student Interns:** Consider approving an unpaid student intern program page 53
- D. **Association of California Water Agencies (ACWA) Election:** Vote for a chair, vice-chair, and board member to represent Region 5 page 67

9. REPORTS

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

10. INFORMATIONAL CORRESPONDENCE

VVCSD – Water/Wastewater Chemistry and Standards page 69

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

12. ADJOURN

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

If you need reasonable 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.vvcasd.org>.

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MINUTES Special Meeting

June 21, 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, Stewart and Wyckoff were present.

OTHERS PRESENT

General Manager Joe Barget, Administrative Services (AS) Manager Cynthia Allen, Operations & Maintenance (O&M) Manager Mike Garner, Santa Ynez Community Services District General Manager and California Special Districts Association Director Jeff Hodge, Isla Vista Community Services District Director Jay Freeman, and Eileen Wyckoff, 4346 Aquarius Road.

3. ADDITIONS AND DELETIONS TO AGENDA

4. PUBLIC FORUM

President Brooks invited public comments and there were none.

5. OPERATIONS REPORT

O&M Manager Garner reported the District pumped 34.21 million gallons of water for the month of May with an average daily demand of 1.1 million gallons. This is 13 percent less than last year. Vandenberg Village received 1.09 inches of rain in May, bringing the calendar year total to 13.55 inches.

Well levels (below ground surface) for May were 1B-142', 3A-141', and 3B-135'.

O&M Manager showed pictures from the Lift Station 1 project. R.L. Johnson set the new manhole and wet well and field crew set the pump station. Electrical conduits will be run after the electrician, Joe Debolt returns in July, and then the concrete slab will be constructed.

R.L. Johnson replaced 18 valves (6"-12" in diameter) in the water distribution system, and replaced 18 old dry-barrel hydrants with new wet-barrel hydrants. This project will be completed on Saturday.

Since the first Route One Farmers Market on May 5, Shelby Wild has done a great job keeping the District's parking lot and surrounding area clean. There have been no damages to the property.

The field crew repaired and replaced five service lines in May. No sewer overflows to report.

To conclude his report, O&M Manager Garner said Tina McManigal celebrated 19 years with the District on May 30. A.J. Rea received his Grade 3 Water Distribution Operator certification from the State Water Resources Control Board.

6. ADMINISTRATION REPORT

AS Manager Allen reported escrow on the old office building closed on May 21. Proceeds of \$377,091 were deposited the same day into the District's bank account. Staff paid out \$24,240 in commission and \$2,669 in fees.

At the end of May, the District received \$315,000 from Williams Homes for connection fees for the remaining 18 lots in Falcon Heights (Clubhouse Estates). Lots 10, 42, and 53 were sold to individuals, and will be developed separately by the owners.

The Santa Ynez River Water Conservation District hosted a farewell barbecue for retiring General Manager Bruce Wales at Art Hibbits' ranch on June 7. Bruce initially refused a party but the District felt his 24 years of service could not go unnoticed and Bruce was very pleased to see some old friends.

To conclude her report, AS Manager Allen was contacted by CSDA to publish another one of her Open Forum responses in an upcoming issue of the *California Special Districts* magazine.

7. CONSENT CALENDAR

A. Minutes from the Regular Meeting on May 17, 2019

B. Treasurer Report

1) Monthly Financials

2) Disbursements through May 31, 2019

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

Ayes: Directors Brooks, Bumpass, Redmon, Stewart and Wyckoff

Noes: None

Abstain: None

Absent: None

8. ACTION ITEMS

A. Budget Allocation

Motion by Director Stewart, seconded by Director Wyckoff to amend the FY 2019-20 Water and Wastewater Operating Budgets to account for a revised water/wastewater fund allocation.

Ayes: Directors Brooks, Bumpass, Redmon, Stewart and Wyckoff

Noes: None

Abstain: None

Absent: None

B. Lompoc Regional Wastewater Reclamation Plant (LRWRP) Upgrade Charges

Motion by Director Bumpass, seconded by Director Stewart to adopt Resolution 215-19 to continue collecting charges on the annual county tax roll for FY 2019-20

Roll call vote:

Ayes: Directors Brooks, Bumpass, Redmon, Stewart and Wyckoff

Noes: None

Abstain: None

Absent: None

C. Access Road Lease

Motion by Director Bumpass, seconded by Director Stewart to find the access road lease project categorically exempt from the California Environmental Quality Act

Ayes: Directors Brooks, Bumpass, Redmon, Stewart and Wyckoff

Noes: None

Abstain: None

Absent: None

D. Association of California Water Agencies (ACWA)

President Brooks said Katherine Stewart's resume and application for the ACWA Region 5 Director position speaks volumes and thanked her for applying.

Jeff Hodge complimented Director Stewart for aspiring to serve on the ACWA Region 5 Board.

Motion by Director Brooks, seconded by Director Wyckoff to adopt Resolution 214-19 nominating Director Stewart to the Region 5 Board of Directors

Roll call vote:

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

E. General Manager

Motion by Director Stewart, seconded by Director Wyckoff to extend the employment agreement for six months and approve a 3.0 percent cost of living allowance effective July 1.

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

9. REPORTS

A. Committees

There were no committee meetings.

B. District Representatives to External Agencies

Director Stewart attended the Santa Ynez River Water Conservation District meeting on June 5 regarding the Stetson Report. She also attended the ACWA Region 5 Spring Event, *The Montecito Debris Flow Response and Adapting to Changing Water Supplies*, with Directors Brooks, General Manager Barget, and Administrative Services Manager Allen.

C. President

President Brooks attended the Montecito Region 5 ACWA and has been to the Route One Farmers Market.

D. General Manager Report

General Manager Barget provided a handout with information on water and wastewater chemistry and standards. The District's wastewater is sent to the city of Lompoc for treatment before being discharged. Lompoc is working under an expired National Pollutant Discharge Elimination System (NPDES) permit and is waiting for the Regional Water Quality Control Board to issue a new five-year NPDES permit. Total dissolved solids (TDS) includes sodium, chloride, and other minerals. There is talk that the new NPDES permit may lower the effluent limitation for chloride from 250 to 150 parts per million (ppm). The chloride concentration in wastewater from Vandenberg Village regularly exceeds 250 ppm.

The city of Lompoc recently hired Katrina Dorsey from Santa Clarita Valley Sanitation District as its new Water Resources Protection Technician. Ms. Dorsey suspects Cabrillo High School's Aquarium to be contributing to high concentrations of sodium and chloride in wastewater from the village. O&M Manager Garner wants to gather more data before singling out the school's aquarium. He plans to divide the District into eight zones for wastewater sampling and testing. District ordinances are in the process of being updated and could include a ban on self-regenerating water softeners which could help meet requirements.

General Manager Barget said the District has been using significantly less water due a combination of water conservation and the drought. As a result, the strength and concentration of wastewater has gone up, particularly since around 2009. Two ways to lower concentrations in wastewater are to get people to use more water or use reverse osmosis to treat drinking water on the front end.

Director Bumpass expressed frustration about using more water to dilute the sewer. General Manager Barget shared his frustration and suggested that reverse osmosis on the front end of the water treatment process would provide residents with softer water and the numbers required at the Lompoc plant could be met.

To conclude his report, General Manager Barget said he wanted to make the Directors aware of this information before tough decisions need to be made in the future.

10. INFORMATIONAL CORRESPONDENCE

- A. Director Stewart – Trip Report
- B. Letter dated June 12, 2019, from Jeff Hodge candidate for re-election to the CSDA Board of Directors, Seat B Coast Network
- C. Letter dated May 28, 2019, from Jack Burgett candidate for re-election to the ACWA Region 5 Board of Directors

11. DIRECTORS FORUM

Nothing further.

12. ADJOURN

President Brooks declared the meeting adjourned at 11:15 a.m.

Attest:

Signed:

Stephanie Garner
Secretary, Board of Directors

Christopher C. Brooks
President, Board of Directors

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

Disbursement # 08-19 From 6/1/2019 To 7/31/2019
 Board Meeting Date 8/6/2019 Item: 7B.2

Accounts Payable Amount	\$1,102,012.11	
Check Numbers	26408-26467, 26468-26495, 25497-26520	Void Checks <u>26468, 26496</u>
Electronic Vendor Payment Amount	\$2,323.29	
Confirmation Numbers	132019, 829300	
A/P Hand Check Amount		
Check Numbers		
Payroll Amount	\$246,054.28	
Wire Transfers		
Check Numbers	electronically transferred	
Wire Numbers		
Disbursements/Investments		
A/P Checks	1,102,012.11	
Electronic Vendor Payments	2,323.29	
A/P Hand Checks	0.00	
Payroll	246,054.28	
Investments	0.00	
TOTAL	\$1,350,389.68	

REPORT.: Jul 31 19 Wednesday
 RUN....: Jul 31 19 Time: 16:49
 Run By.: PATTY LECAVALIER

VANDENBERG VILLAGE CSD
 Cash Disbursement Detail Report
 Check Listing for 06-19 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
026408	06/13/19	ACE01	ACECO EQUIPMENT CO., INC.	190.48	.00	190.48	158837	RENT CHIPPER FOR VEGETATION MANAGEMENT
026409	06/13/19	ACW03	ACWA JOINT POWERS INSURAN	12819.60	.00	12819.60	0614764	GROUP MEDICAL,DENTAL,VISION,LIFE,EAP 7/19
026410	06/13/19	AME02	AMERICAN INDUSTRIAL SUPPL	197.25	.00	197.25	73907	5/8X6 SS ALL THREAD RODS-L/#1 REPLACEMENT PROJECT
026411	06/13/19	ARA01	ARAMARK UNIFORM SERV.INC.	113.69	.00	113.69	534296016	CONTINUOUS TOWELS 6/6/19
026412	06/13/19	BAN03	BANK OF AMERICA	311.55	.00	311.55	54240519	APWA MEMBERSHIP-ALLEN;CONSTRUCTION MANUALS
026413	06/13/19	BRE01	BREMER AUTO PARTS	23.65	.00	23.65	844792	VEHICLE #8-COOLING SYSTEM TEMPERATURE SENSOR,TUBNG
026414	06/13/19	CAL16	CALIF STATE WATER RESOURC	60.00	.00	60.00	256750819	DISTRIBUTION 2 RENEWAL-COLE #25675
026415	06/13/19	DEB01	DEBOLT ELECTRIC	560.00	.00	560.00	9029-L	REPLACE SITE #1,SHOP,SITE #3 LIGHTING-LABOR
			Check Total.....	978.00	.00	978.00		
026416	06/13/19	FER01	FERGUSON ENTERPRISES INC	448.03	.00	448.03	7566976	1" PE PIPE FOR TESTING L/#1 REPLACEMENT
026417	06/13/19	HEA01	HEALTH SANITATION SERVICE	45.68	.00	45.68	30020519	TRASH COLLECTION-3745 CONSTELLATION RD.5/19
			Check Total.....	122.93	.00	122.93	30030519	TRASH COLLECTION-SHOP 5/19
026418	06/13/19	HOM02	HOME DEPOT	742.81	.00	742.81	10020519	LADDER,BROOMS,WIRE,VALVES,BRUSHES,FUEL,POST,SOD
026419	06/13/19	JAN01	JAN-PRO CENTRAL COAST	460.00	.00	460.00	83641	JANITORIAL SERVICE 6/19
026420	06/13/19	LOM01	CITY OF LOMPOC, FINANCE	28.80	.00	28.80	1685	LANDFILL CHARGES 4/19
026421	06/13/19	MIL01	MILLER LANDSCAPING AND MA	220.00	.00	220.00	54625	YARD MAINTENANCE-3757/3745 CONSTELLATION RD.5/19
026422	06/13/19	MOR01	MORE OFFICE SOLUTIONS	335.32	.00	335.32	2552497	COPIER USAGE,MONTHLY BILL S,FREIGHT ON TONER 5/19

VANDENBERG VILLAGE CSD
Cash Disbursement Detail Report
Check Listing for 06-19 Bank Account.: 13100

REPORT.: Jul 31 19 Wednesday
RUN....: Jul 31 19 Time: 16:49
Run By.: PATTY LEGAVALLIER

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
026422	06/13/19	MOR01	MORE OFFICE SOLUTIONS	56.05	.00	56.05	2552498	COPIER-USAGE 7/19, FREIGH T ON TONER
Check Total.....:				391.37	.00	391.37		
026423	06/13/19	MOS01	MOSS, LEVY & HARTZHEIM	3000.00	.00	3000.00	19713	FY19 AUDIT CHARGES
026424	06/13/19	NAT01	NATIONAL GROUP TRUST	903.06	.00	903.06	23940719	LONG-TERM DISABILITY 7/19
026425	06/13/19	RLJ01	RL JOHNSON CONSTRUCTION,	23994.75	.00	23994.75	3987	INSTALL L/S#1 WET WELL, MA HOLES, GRADE SWELL-PO1567
026426	06/13/19	RMT01	MENEZES JR, RONALD LEE	200.00	.00	200.00	111301	VEHICLE #8-REPLACE TEMPER ATURE SENSOR, VACUUM HOSE
026427	06/13/19	SAN06	SANTA BARBARA COUNTY	210.73	.00	210.73	798-0519	WELD COMPLIANCE-3745 CONS TELLATION RD.
026428	06/13/19	SER02	SERVPRO OF SANTA MARIA	3166.00	.00	3166.00	10301	MOLD ABATEMENT-3757 CONST ELLATION RD.
026429	06/13/19	SMI04	SMITHS ALARMS & ELECTRONI	180.00	.00	180.00	36216	SECURITY-SHOP. BOOSTER BLD G 7/19-9/19
026430	06/13/19	SOU01	SO. CALIFORNIA GAS CO. INC.	57.66	.00	57.66	79000519	SO. CALIF GAS-WELL 1B 4/24 /19-5/23/19
				43.91	.00	43.91	84180519	SO. CALIF GAS-3745 CONSTEL LATION RD. 4/24/19-5/22/19
Check Total.....:				101.57	.00	101.57		
026431	06/13/19	UND01	UNDERGROUND SERVICE ALERT	10.44	.00	10.44	FEE0519	DIG SAFE REGULATORY FEE 5 /19
				107.35	.00	107.35	520190770	USA TICKETS 5/19
Check Total.....:				117.79	.00	117.79		
026432	06/13/19	VAL03	VALLEY ROCK, INC.	66.56	.00	66.56	1-120835	SOPHER TRAPS
026433	06/13/19	VAL04	VALLEY ROCK READY MIX, IN	2251.98	.00	2251.98	19-13936	STURRY-L/S#1 REPLACEMENT PRJECT
026434	06/13/19	WES05	WESTERN EXTERMINATOR CO.	63.00	.00	63.00	70666496	MONTHLY SERVICE FOR GOPHE R CONTROL 5/19
				120.00	.00	120.00	70666497	6 MO. SPRAY FOR INSECTS
Check Total.....:				183.00	.00	183.00		
026435	06/13/19	M013	ROBERT MACAULAY	10.89	.00	10.89	000E90501	CUSTOMER REFUND-MAC0037-4 195 ARCTURUS AVE.

REPORT.: Jul 31 19 Wednesday
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 Run By.: PATTY LECAVALIER

VANDENBERG VILLAGE CSD
 Cash Disbursement Detail Report
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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
026436	06/13/19	\R010	BRISELDA M. RUIZ	114.87	.00	114.87	000B90501	CUSTOMER REFUND-RUI0005-4 148 VANGUARD DR.
026437	06/24/19	SANL8	SANTA BARBARA COUNTY SDA	80.00	.00	80.00	E90618	SBSCDA DINNER MEETING-BAR GET, STEWART
026438	06/27/19	ALT01	ALTHOUSE AND MEADE, INC.	112.50	.00	112.50	11011	SPOILS AREA RESTORATION-R EVEGETATION PLAN 5/19
026439	06/27/19	ARA01	ARAMARK UNIFORM SERV. INC.	255.95	.00	255.95	534330614	SHOP TOWELS, SOAP 6/20/19
026440	06/27/19	BAN03	BANK OF AMERICA	386.32	.00	386.32	30470619	LODGING-SDDL; WATER MEASUR EMENT/RPT TRAINING-KS
			Check Total.....	418.36	.00	418.36	54240619	BANK OF AMERICA LATE FEES
026441	06/27/19	COM03	COMCAST	210.88	.00	210.88	10520619	INTERNET, CABLE, VOICE-OFFI CE 6/20/19-7/19/19
026442	06/27/19	COR01	CORBIN WILLIITS SYSTEM INC	739.27	.00	739.27	B906151	SERVICE AND ENHANCEMENT F EE 7/19
026443	06/27/19	FAR01	FARWEST CORROSION CONTROL	1004.91	.00	1004.91	18747	TANKS 5A & 5B-CATHODIC PR OTECTION TESTING
026444	06/27/19	FER01	FERGUSON ENTERPRISES INC	3052.56	.00	3052.56	7578067	ANGLE STOPS, COUPLINGS, COR PS, ELLS
			Check Total.....	6408.99	.00	6408.99	7621507	COUPLERS, TEE, RISER, ACCESS ORIES-HYDRANT REPLACE PRJ
026445	06/27/19	FRO01	FRONTIER	91.49	.00	91.49	28850619	SADDLES, ANGLE STOPS, CORPS , TEES
			Check Total.....	254.04	.00	254.04	49050619	FRONTIER 733-2109 6/13/19 -7/12/19
026446	06/27/19	HAC01	HACH COMPANY	220.05	.00	220.05	11513990	FRONTIER 733-3615/3975/SC ADA 6/13/19-7/12/19
026447	06/27/19	HEA01	HEALTH SANITATION SERVICE	40.98	.00	40.98	50080519	CHLORINE REAGENT SETS (QT Y 3)
026448	06/27/19	L0M01	CITY OF LOMPOC, FINANCE	34333.62	.00	34333.62	234	TRASH COLLECTN-3757 CONST ELLATION 5/19-FINAL BILL 4/19 M&O

VANDENBERG VILLAGE CSD
Cash Disbursement Detail Report
Check Listing for 06-19 Bank Account.: 13100

REPORT.: Jul 31 19 Wednesday
RUN....: Jul 31 19 Time: 16:49
Run By.: PATTY LECAVALIER

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Description
026448	06/27/19	LOM01	CITY OF LOMPOC, FINANCE	784230.19	.00	784230.19	305	5/19 M&O;8/31/19 SRF LOAN PMT-LRWRP UPGRADE
Check Total.....:				818563.81	.00	818563.81		
026449	06/27/19	OLI01	OLIN CORP - CHLOR ALKALI	3912.48	.00	3912.48	2696254	3,552 GALS NaOCL
026450	06/27/19	PGE01	PACIFIC GAS & ELECT. INC.	22505.34	.00	22505.34	66720619	PGB CHARGES 5/17/19-6/17/19
026451	06/27/19	QUI03	QUINN COMPANY	1542.85	.00	1542.85	30002583	MULTIQUIP GENERATOR-LOAD BANK TEST, HOUR METER
026452	06/27/19	RLJ01	RL JOHNSON CONSTRUCTION,	58890.00	.00	58890.00	3990	INSTALL GATE VALVES, FIRE HYDRANTS-PO#1660
026453	06/27/19	SAN07	SANTA BARBARA COUNTY	1350.00	.00	1350.00	B90627	LEGAL COUNSEL 1/19-6/19
026454	06/27/19	SAN21	SANTA BARBARA COUNTY PUBL	507.50	.00	507.50	448	SHOWS THAT TEACH-BUENA VI STA 3/14/19
026455	06/27/19	SHR01	SHRED-IT USA	161.07	.00	161.07	127514467	DOCUMENT SHREDDING SERVIC E 5/21/19, 6/4/19
026456	06/27/19	STA09	STAPLES CREDIT PLAN	1033.18	.00	1033.18	53690619	TONER, #9 RETURN ENVELOPES , CHECKS-OPERATIONS ACCT.
026457	06/27/19	SYN01	SYNCB/AMAZON	8.99	.00	8.99	87140619	DOOR STOPPER
026458	06/27/19	VAN02	VVCSD--PETTY CASH	124.50	.00	124.50	B90627	CAR WASHES, MEETING MEALS, DISTILLED WATER, WALL PLTS
026459	06/27/19	\W013	WILDSCAPE RESTORATION	150.00	.00	150.00	B90619	REFJND OF PAYMENT FOR LIN 3023
132019	06/13/19	WEX01	WEX BANK	1758.04	.00	1758.04	59724333	361.4 GALS FUEL
829300	06/27/19	PIT03	PITNEY BOWES	565.25	.00	565.25	01340519	POSTAGE FOR BILLS 5/19
Cash Account Total.....:				972565.47	.00	972565.47		
Total Disbursements.....:				972565.47	.00	972565.47		
Cash Account Total.....:				.00	.00	.00		

REPORT.: Jul 31 19 Wednesday
 RUN....: Jul 31 19 Time: 16:49
 Run By.: PATTY LECAVALIER

VANDENBERG VILLAGE CSD
 Cash Disbursement Detail Report - Payroll Vendor Payment (s)
 Check Listing for 06-19 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
398750	06/14/19	PUB02	PUBLIC EMPLOYEES	1144.88	.00	1144.88	B90614	PERS EPMC PP#12
398751	06/14/19	PUB02	PUBLIC EMPLOYEES	1442.99	.00	1442.99	1B90614	PERS TDMC PP#12
398752	06/14/19	PUB02	PUBLIC EMPLOYEES	3821.65	.00	3821.65	2B90614	PERS EMPLR CONTRIB PP#12
398760	06/14/19	PER04	CALPERS 457 PLAN	1020.00	.00	1020.00	B90614	EMPLOYERS PERS 457 PP#12
398761	06/14/19	PER04	CALPERS 457 PLAN	1020.00	.00	1020.00	1B90614	EMPLOYEE PERS 457 PP#12
504260	06/28/19	PUB02	PUBLIC EMPLOYEES	1144.88	.00	1144.88	B90628	PERS EPMC PP#13
504261	06/28/19	PUB02	PUBLIC EMPLOYEES	1452.83	.00	1452.83	1B90628	PERS TDMC PP#13
504262	06/28/19	PUB02	PUBLIC EMPLOYEES	3832.43	.00	3832.43	2B90628	PERS EMPLR CONTRIB PP#13
504270	06/28/19	PER04	CALPERS 457 PLAN	1020.00	.00	1020.00	B90628	EMPLOYER PERS 457 PP#13
504271	06/28/19	PER04	CALPERS 457 PLAN	1020.00	.00	1020.00	1B90628	EMPLOYEE PERS 457 PP#13
558000	06/28/19	AFL01	AFLAC	475.18	.00	475.18	B90630	AFLAC-PRETAX 6/19
558001	06/28/19	AFL01	AFLAC	2.88	.00	2.88	1B90630	AFLAC-AFTER TAX 6/19
746880	06/14/19	EMP01	EMPLOYMENT DEVELOP.DEPART	1715.75	.00	1715.75	B90614	STATE WH TAXES PP#12
746881	06/14/19	EMP01	EMPLOYMENT DEVELOP.DEPART	340.90	.00	340.90	1B90614	STATE DISABILITY PP#12
766040	06/28/19	EFT01	EFTPS	3784.76	.00	3784.76	B90628	FEDERAL WH TAXES PP#13
766041	06/28/19	EFT01	EFTPS	1004.14	.00	1004.14	1B90628	FICA MEDICARE PP#13
813590	06/14/19	EFT01	EFTPS	3718.84	.00	3718.84	B90614	FEDERAL WH TAXES PP#12
813591	06/14/19	EFT01	EFTPS	43.40	.00	43.40	1B90614	FICA SOCIAL SECURITY DR#6
813592	06/14/19	EFT01	EFTPS	998.72	.00	998.72	2B90614	FICA MEDICARE PP#12
913280	06/28/19	EMP01	EMPLOYMENT DEVELOP.DEPART	1778.16	.00	1778.16	B90628	STATE WH TAXES PP#13
913281	06/28/19	EMP01	EMPLOYMENT DEVELOP.DEPART	346.27	.00	346.27	1B90628	STATE DISABILITY PP#13

Cash Account Total.....: 31128.66
 Total Disbursements.....: 31128.66

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VANDENBERG VILLAGE CSD
Cash Disbursement Detail Report
Check Listing for 07-19 Bank Account.: 13100

REPORT.: Jul 31 19 Wednesday
RUN....: Jul 31 19 Time: 16:47
Run By.: PATTY LECAVALIER

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Description
026460	07/11/19	/0013	OAKHILL CLUSTERS HOA#1	494.00	.00	494.00	B90711	RETROFIT REIMB-CASH4GRASS -247 SQ FT-APN 097670048
026461	07/11/19	/0018	NINA OLIVER	480.00	.00	480.00	B90711	RETROFIT REIMB-2 HE TOILE TS-4208 VANGUARD DR.
026462	07/11/19	ACW03	ACWA JOINT POWERS INSURAN	12819.60	.00	12819.60	0619074	GROUP MEDICAL,DENTAL,VISI ON,LIFE,EAF 8/19
026463	07/11/19	ALL09	ALL AMERICAN DRILLING,INC	1790.00	.00	1790.00	1614	IMPELLERS/MECHANICAL SEAL S-BOOSTER STATIONS 4 & 5
026464	07/11/19	ARA01	ARAMARK UNIFORM SERV.INC.	113.69	.00	113.69	534365676	CONTINUOUS TOWELS 7/4/19
026465	07/11/19	CAR02	CARR'S BOOTS & WESTERN WE	196.82	.00	196.82	6859	SAFETY BOOTS-LEVINGSTON
			Check Total.....	396.82	.00	396.82	6861	UNIFORM PANTS-LEVINGSTON
026466	07/11/19	CWE04	CWEA	188.00	.00	188.00	53410819	CWEA MEMBERSHIP-GARNER #0 000535341
			Check Total.....	92.00	.00	92.00	70510819	COLLECTION 2 RENEWAL-REA #0003367051
026467	07/11/19	FER01	FERGUSON ENTERPRISES INC	369.57	.00	369.57	7665811	COUPLER,FITTINGS,ACCESSOR IES-VALVE REPLACEMENT PRJ
026468	07/11/19	GAR01	MICHAEL J. GARNER	292.00	.00	292.00	B90711	MEALS, INCIDENTALS-SPEC,DI ST. LEADERSHIP ACADEMY-MG
			Check Total.....	-292.00	.00	-292.00	B90711u	Ck# 026468 Reversed
026469	07/11/19	GFO01	GOVERNMENT FINANCE	160.00	.00	160.00	019071320	GFOA MEMBERSHIP 9/19-8/20 -LECAVALIER
026470	07/11/19	HAC01	HACH COMPANY	220.05	.00	220.05	11517617	CHLORINE REAGENT SETS (QT Y 3)
026471	07/11/19	HEA01	HEALTH SANITATION SERVICE	45.68	.00	45.68	30020619	TRASH COLLECTION-3745 CON STELLATION RD. 6/19
			Check Total.....	122.93	.00	122.93	30030619	TRASH COLLECTION-SHOP 6/1 9
026472	07/11/19	HOM02	HOME DEPOT	464.78	.00	464.78	10020619	TOOL BATTERIES WELDING HE LMET/GLOVES, SHOVELS

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
026473	07/11/19	JAN01	JAN-PRO CENTRAL COAST	460.00	.00	460.00	84146	JARITORIAL SERVICE 7/19
026474	07/11/19	JPI01	ACWA/JPIA	4586.84	.00	4586.84	0006171	ACWA/JPIA PROPERTY PREMIUM 7/19-6/20
026475	07/11/19	JPI02	ACWA/JPIA	3977.87	.00	3977.87	V0040619	WORKERS' COMP PREMIUM 4/1 5-6/19
026476	07/11/19	LOM01	CITY OF LOMPOC, FINANCE	194.46	.00	194.46	788	LANDFILL CHARGES 6/19
026477	07/11/19	MCM01	KRISTINA MCMANIGAL	17.98	.00	17.98	E90711	MIILEAGE REIMB-BANK/POST O FFICE 5/19-6/19
026478	07/11/19	MIL01	MILLER LANDSCAPING AND MA	150.00	.00	150.00	54828	YARD MAINTENANCE-3745 CON STELLATION RD. 6/19
026479	07/11/19	MIS01	MISSION PAVING, INC.	500.00	.00	500.00	4011	ASPHALT REPAIR-4436 GREEN ERIER RD.
026480	07/11/19	NAT01	NATIONAL GROUP TRUST	903.06	.00	903.06	23940819	LONG-TERM DISABILITY 8/19
026481	07/11/19	PIT02	PITNEY BOWES INC	1528.00	.00	1528.00	13451704	FOLDER/INSERTER SERVICE A GREEMENT FY20
026482	07/11/19	PIT03	PITNEY BOWES	720.74	.00	720.74	40080619	POSTAGE FOR METER, SEALING SOLUTION
026483	07/11/19	QUI03	QUINN COMPANY	229.86	.00	229.86	10941101	RENT LOG SPLITTER-VEGETAT ION MANAGEMENT
026484	07/11/19	RAY01	RAY MORGAN COMPANY	319.67	.00	319.67	2588757	COPIER USAGE, MONTHLY BILL S, FREIGHT ON TONER 6/19
026485	07/11/19	SAN18	SANTA BARBARA COUNTY SDA	56.05	.00	56.05	2588758	COPIER CONTRACT USAGE 8/1 S, FREIGHT ON TONER
Check Total.....				375.72	.00	375.72		
026486	07/11/19	SAN21	SANTA BARBARA COUNTY PUBL	40.00	.00	40.00	E90711	SB'SDA DINNER/MEETING-BAR GET
026487	07/11/19	SOU01	SO.CALIFORNIA GAS CO. INC.	2636.00	.00	2636.00	RWEP1920	REGIONAL WATER EFFICIENCY PROGRAM FY20
Check Total.....				54.72	.00	54.72		
026488	07/11/19	UND01	UNDERGROUND SERVICE ALERT	41.23	.00	41.23	79000619	SO.CALIF GAS-WELL 1B 5/23 /13-6/24/19
Check Total.....				95.95	.00	95.95	84180619	SO.CALIF.GAS-3745 CONSTEL LATION RD.5/22/18-6/24/19
Check Total.....				10.44	.00	10.44	FEB3613	IIC SAFE BOARD REGULATORY FEE 6/19

REPORT: Jul 31 19 Wednesday
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VANDENBERG VILLAGE CSD
 Cash Disbursement Detail Report
 Check Listing for 07-19 Bank Account.: 13100

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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
026488	07/11/19	UND01	UNDERGROUND SERVICE ALERT	127.15	.00	127.15	620190772	USA TICKETS 6/19
			Check Total.....:	137.59	.00	137.59		
026489	07/11/19	USB02	U.S.BANK CORPORATE PAYMEN	1328.32	.00	1328.32	32560619	LODGING, TIERZERO, DOMAIN, N OE, REGIST-ACWA 5, TRAILER PAPER FOR CUSTOMER REMIND ERS (QTY 2500)
			Check Total.....:	1454.26	.00	1454.26		
026490	07/11/19	VAL04	VALLEY ROCK READY MIX, IN	332.41	.00	332.41	19-10267	SLURRY-PB REPLACE-4436 GR EENBRIER RD.
			Check Total.....:	335.64	.00	335.64	19-10329	CONCRETE-VALVE REPLACEMENT T PROJECT
			Check Total.....:	668.05	.00	668.05		
026491	07/11/19	VRE01	JIM VRELAND FORD	78.80	.00	78.80	27713	UNIT 15-OIL, FILTERS
			Check Total.....:	83.77	.00	83.77	27715	UNIT 16-OIL, FILTERS
			Check Total.....:	162.57	.00	162.57		
026492	07/11/19	WES05	WESTERN EXTERMINATOR CO.	63.00	.00	63.00	7142899	MONTHLY SERVICE FOR GOPHE R CONTROL 6/19
			Check Total.....:	1115.35	.00	1115.35	60187760	302.82 GALS FUEL; CHEVRON PMT#26308 APPLIED
026493	07/11/19	WEX01	WEX BANK	244.06	.00	244.06	60187760A	56.55 GALS FUEL
			Check Total.....:	1359.41	.00	1359.41		
026494	07/11/19	\S008	DREW W. SMITHERS	18.10	.00	18.10	000B90601	CUSTOMER REFUND-SMI0090-1 26 OAK HILL DR.
026495	07/11/19	GAR01	MICHAEL J. GARNER	258.00	.00	258.00	1B90711	MEAL, INCID REIMB-SPEC.DIS T, LEADERSHIP ACADEMY-MG
026496	07/19/19	SAN18	SANTA BARBARA COUNTY SDA	40.00	.00	40.00	B90719	SBCSDA DINNER/MEETING-STE WART
			Check Total.....:	-40.00	.00	-40.00	B90719u	Ck# 026496 Reversed
			Check Total.....:	.00	.00	.00		
026497	07/25/19	/U006	RONALD URNER	40.00	.00	40.00	B90719	RETROFIT REIMB-1 HE TOILE T-4041 STARDUST RD.
			Check Total.....:	150.00	.00	150.00	1B90719	RETROFIT REIMB-HE CLOTHES WASHER-URN0001

VANDENBERG VILLAGE CSD
Cash Disbursement Detail Report
Check Listing for 07-19 Bank Account. 13100

REPORT.: Jul 31 19 Wednesday
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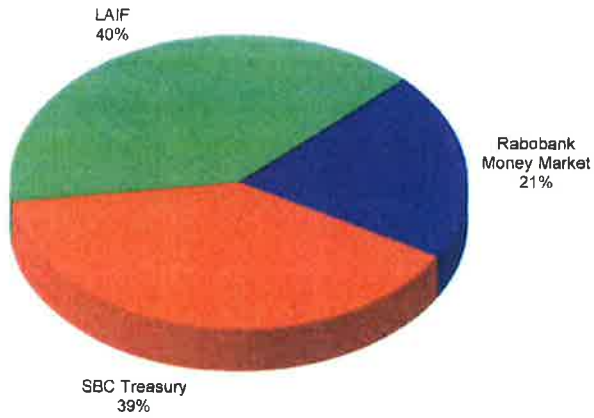
Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
Check Total.....:							190.00	190.00
026498	07/25/19	ALT01	ALTHOUSE AND MEADE, INC.	973.25	.00	973.25	11661	SOILS AREA RESTORATION-R EVEGETATION PLAN 6/19
026499	07/25/19	AME02	AMERICAN INDUSTRIAL SUPPL	104.19	.00	104.19	74331	GLOVES
026500	07/25/19	ARA01	ARAMARK UNIFORM SERV. INC.	223.00	.00	223.00	534400214	SHOP TOWELS 7/18/19
026501	07/25/19	BAN03	BANK OF AMERICA	1350.00	.00	1350.00	30470719	REGISTRATION-ACWA & CSDA CONFERENCES-STEWART
026502	07/25/19	BAR03	JOSEPH H BARGET	124.00	.00	124.00	B90724	MEAL, INCID. REIMB-MAMMOTH/ RIDGECREST-BARGET @100%
026503	07/25/19	CLS01	CLINICAL LABS OF SAN	257.00	.00	257.00	969681	MONTHLY BACTERIA, IRON, MAN GANESE, PHYSICAL TEST 6/19
026504	07/25/19	COM03	COMCAST	211.16	.00	211.16	10520719	INTERNET, CABLE, VOICE OFFI CE 7/20/19-8/19/19
026505	07/25/19	CON02	THE HONORABLE SALUD O. CA	100.30	.00	100.30	B90717	3 EA U.S. FLAGS
026506	07/25/19	COR01	CORBIN WILLITS SYSTEM INC	739.27	.00	739.27	B907151	SERVICE AND ENHANCEMENT F EE 8/19
026507	07/25/19	FER01	FERGUSON ENTERPRISES INC	691.61	.00	691.61	7739712	6 GATE VALVE & ACCESSORY PACK-VALVE REPLACE PRODUCT FLANGE BOLT SETS, PIPE
Check Total.....:							83.04	83.04
Check Total.....:							774.65	774.65
026508	07/25/19	FRO01	FRONTIER	94.16	.00	94.16	28850719	FRONTIER 733-2109 7/13/19 -5/12/19
Check Total.....:							259.47	259.47
Check Total.....:							353.63	353.63
026509	07/25/19	GAR01	MICHAEL J. GARNER	124.00	.00	124.00	B90724	MEAL, INCID. REIMB-MAMMOTH/ RIDGECREST-M.GARNER @100%
026510	07/25/19	LOM01	CITY OF LOMPOC, FINANCE	41457.00	.00	41457.00	910	6/19 M&O
026511	07/25/19	OLI01	OLIN CORP - CHLOR ALKALI	3961.98	.00	3961.98	2708488	4,002 GALS NaOCL
026512	07/25/19	PGE01	PACIFIC GAS & ELECT. INC.	14318.61	.00	14318.61	68720719	PGE CHARGES 7/1/19-7/17/19

VANDENBERG VILLAGE CSD
 Cash Disbursement Detail Report - Payroll Vendor Payment (s)
 Check Listing for 07-19 Bank Account.: 13101

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
9280	07/26/19	EMP01	EMPLOYMENT DEVELOP,DEPART	1804.46	.00	1804.46	B90726	STATE WH TAXES PP#15
9281	07/26/19	EMP01	EMPLOYMENT DEVELOP,DEPART	350.66	.00	350.66	1B90726	STATE DISABILITY PP#15
175680	07/12/19	EFT01	EFTPS	3812.69	.00	3812.69	B90712	FEDERAL WH TAXES PP#14
175681	07/12/19	EFT01	EFTPS	49.60	.00	49.60	1B90712	FICA SOCIAL SECURITY DR#7
175682	07/12/19	EFT01	EFTPS	1043.72	.00	1043.72	2B90712	FICA MEDICARE PP#14
596330	07/26/19	EFT01	EFTPS	3920.58	.00	3920.58	B90726	FEDERAL WH TAXES PP#15
596331	07/26/19	EFT01	EFTPS	1016.98	.00	1016.98	1B90726	FICA MEDICARE PP#15
617923	07/12/19	PUB02	PUBLIC EMPLOYEES	80078.00	.00	80078.00	3B90712	FY20 PERS ER PREPAY-CLSSC
617924	07/12/19	PUB02	PUBLIC EMPLOYEES	129.00	.00	129.00	4B90712	FY20 PERS ER PREPAY-PEPRA
617930	07/12/19	PUB02	PUBLIC EMPLOYEES	1170.04	.00	1170.04	B90712	PERS EPMC PP#14
617931	07/12/19	PUB02	PUBLIC EMPLOYEES	1471.26	.00	1471.26	1B90712	PERS TDMC PP#14
617932	07/12/19	PUB02	PUBLIC EMPLOYEES	4192.50	.00	4192.50	2B90712	PERS EMPLR CONTRIB PP#14
617940	07/12/19	PER04	CALPERS 457 PLAN	1020.00	.00	1020.00	B90712	EMPLOYER PERS 457 PP#14
617941	07/12/19	PER04	CALPERS 457 PLAN	1020.00	.00	1020.00	1B90712	EMPLOYEE PERS 457 PP#14
694420	07/26/19	PUB02	PUBLIC EMPLOYEES	1179.19	.00	1179.19	B90726	PERS EPMC PP#15
694421	07/26/19	PUB02	PUBLIC EMPLOYEES	1506.47	.00	1506.47	1B90726	PERS TDMC PP#15
694422	07/26/19	PUB02	PUBLIC EMPLOYEES	4224.71	.00	4224.71	2B90726	PERS EMPLR CONTRIB PP#15
694423	07/26/19	PUB02	PUBLIC EMPLOYEES	24.08	.00	24.08	3B90726	PERS TDMC PP#14
694430	07/26/19	PER04	CALPERS 457 PLAN	1020.00	.00	1020.00	B90726	EMPLOYER PERS 457 PP#15
694431	07/26/19	PER04	CALPERS 457 PLAN	1020.00	.00	1020.00	1B90726	EMPLOYEE PERS 457 PP#15
805110	07/31/19	AFL01	AFLAC	475.18	.00	475.18	B90731	AFLAC-PRETAX 7/19
805111	07/31/19	AFL01	AFLAC	2.88	.00	2.88	1B90731	AFLAC-AFTBR TAX 7/19
964160	07/12/19	EMP01	EMPLOYMENT DEVELOP,DEPART	1771.59	.00	1771.59	B90712	STATE WH TAXES PP#14
964161	07/12/19	EMP01	EMPLOYMENT DEVELOP,DEPART	348.62	.00	348.62	1B90712	STATE DISABILITY PP#14
Cash Account Total.....				112652.21	.00	112652.21		
Total Disbursements.....				112652.21	.00	112652.21		

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT
Schedule of Investments
 As of June 30, 2019

Banking Institution	Certificate/ Account No.	Rate /Term	Beginning Balance	Deposit (Withdrawal)	Interest Earned/ Accrued	Total Principal & Interest
Santa Barbara County (SBC) Treasury	Fund 3602	1.44% /quarterly	\$4,137,561	\$0	\$20,512	\$4,158,072
Local Agency Investment Fund (LAIF)	16-42-005	1.86% /quarterly	\$4,166,150	\$0	\$26,622	\$4,192,772
Rabobank Money Market Savings	9651012305	0.20% APY	\$1,734,880	\$980,898 (3526,167)	\$1,077	\$2,170,688
					TOTAL	\$10,521,533



NOTES:

- 1) VVCS D 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
AGENDA MEMORANDUM

TO: Board of Directors ITEM: 7B.3
FROM: Joe Barget, General Manager
Cynthia Allen, Administrative Services Manager *CA*
Patricia LeCavalier, Finance Administrator *PL*
DATE: August 6, 2019
SUBJECT: Public Official Reimbursement Report

Recommendation: Review reimbursements for Fiscal Year 2018-19

Policy Issues:

- California Government Code § 53065.5 requires special districts to disclose any reimbursement of at least \$100 for each individual charge paid to any employee or member of the governing body.
- An “individual charge” includes but is not limited to one meal, lodging for one day, transportation, or a registration fee.
- The disclosure requirement must be fulfilled by publishing the information and making it available for public inspection.

Resource Impact: All of these reimbursements are funded in the District’s annual budget for employee travel expense and Directors expense.

Discussion: Although only individual charges of \$100 or more are required to be disclosed, the District has chosen to disclose all costs incurred by employees and directors for travel, meals, lodging, and registration. This information is detailed on a computer printout which is available for public inspection at the District Office.

The following table lists the FY 2018-19 reimbursements subject to disclosure:

Date	Individual	Description	Amount
Apr-19	Allen	Special District Financial Management - Mileage Reimbursement	148.48
Sep-18	Barget	CSDA Conference - Meal, Incidental Reimbursement	136.00
May-19	Barget	ACWA Conference - Meal, Incidental Reimbursement	218.00
May-19	Barget	Special District Legislative Days - Mileage, Meal Reimbursement	423.52
Nov-18	Brooks	ACWA Conference - Transportation and Meal Reimbursement	230.52
Apr-19	Bumpass	Special District Financial Management - Mileage Reimbursement	148.48
Mar-19	Cole	Haaker Equipment Open House- Meal, Incidental Reimbursement	143.00
Sep-18	Garner, M.	Tri-State Seminar - Mileage, Meals, Incidental Reimbursement	771.56
Mar-19	Garner, M.	Haaker Equipment Open House- Meal, Incidental Reimbursement	143.00
Apr-19	Garner, M.	CRWA Expo - Meal, Incidental Reimbursement	149.00
Oct-18	Garner, S.	Board Secretary Conference - Mileage, Meal Reimbursement	692.52
Sep-18	Levingston	Tri-State Seminar - Meals, Incidental Reimbursement	277.00
Apr-19	Rea	CRWA Expo - Meal, Incidental Reimbursement	149.00
Apr-19	Stewart	Special District Leadership Academy - Mileage, Meal Reimbursement	338.81
May-19	Stewart	ACWA Conference - Mileage, Meal Reimbursement	265.38
May-19	Stewart	Special District Legislative Days - Mileage, Meal Reimbursement	409.24
		Total	4,643.51

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors ITEM: 8.A

FROM: Joe Barget, General Manager 
Cynthia Allen, Administrative Services Manager 

DATE: August 6, 2019

SUBJECT: Code of Ordinances

Recommendation: Waive reading and adopt revised Ordinance 1, Ordinance 2, and Ordinance 3.

Policy Implications:

- California Government Code § 61045(g) requires the Board to adopt policies for the operation of the District, including, but not limited to, administrative, fiscal, personnel, and purchasing policies.
- California Government Code § 61060(a) gives community services districts the general power to adopt ordinances following the same procedures as counties outlined in California Government Code § 25120.
- California Government Code § 61060(b) provides the Board the general power to adopt ordinances and enforce rules and regulations for the administration, operation, use, and maintenance of facilities and services.

Resource Impacts: Capitalization threshold change will decrease value of fixed assets, decrease depreciation expense, and increase asset retirement expense for FY 2019-2020.

Discussion: One of the most important roles of the Board of Directors is to set policy. An important and certainly the most formal way of setting policy is through ordinances. Ordinances are essentially a form of local government law.

In June 2009, the District adopted a Code of Ordinances consisting of the following four, broad ordinances:

1. District Organization, Administration, Personnel, and Finance
2. Policies and Procedures for Customers
3. Policies and Procedures for Rates, Fees, and Charges
4. Schedule of Rates, Fees, and Charges

The Code of Ordinances has served the District very well but it was time for a comprehensive review and update. Management and administrative staff spent two months preparing recommended revisions to the ordinances. Directors were provided with a redline version of the entire code.

Staff recommends the Board adopt revised Ordinances 1, 2, and 3.

Attachment: Ordinance Revision Summary



Ordinance Revision Summary

Global	<ul style="list-style-type: none">▶ Updated administrative office address▶ Minor formatting corrections
Ordinance 1	<ul style="list-style-type: none">▶ Minor edits for clarity▶ Added section for web address▶ Added section for director compensation▶ Revised lodging reimbursement section for clarity▶ Increased limit for purchases without competitive bidding from \$3,000 to \$5,000▶ Added requirement for Board approval of contracts for construction, maintenance, and repair exceeding \$25,000▶ Increased threshold for capital assets and depreciation from \$1,000 to \$5,000▶ Added section for use of District facilities
Ordinance 2	<ul style="list-style-type: none">▶ Minor edits for clarity▶ Revised discontinuance of service time period to comply with requirements of Senate Bill 998 (SB 998)▶ Revised installment plan section to comply with SB 998▶ Added definitions to waste discharge section▶ Revised waste discharge limitations to mirror city of Lompoc Municipal Code▶ Added prohibition against installing new self-regenerating water softeners effective July 1, 2020▶ Added requirement for dental amalgam separators effective July 14, 2020
Ordinance 3	<ul style="list-style-type: none">▶ Minor edits for clarity
Ordinance 4	<ul style="list-style-type: none">▶ No changes

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors ITEM: 8.B

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

DATE: August 6, 2019

SUBJECT: Reservoir Site 5

Recommendations: Approve Lease PRC 7611.1 with the California State Lands Commission (SLC) for Reservoir Site 5.

Policy Implications: 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:

- One-time \$3,000 application fee.
- Nominal cost of \$140 per year.
- Requirement to maintain \$1,000,000 in liability insurance.

Alternatives Considered: None

Discussion: In 1989, Union Oil Company of California granted a 30-year easement to VVCSD for Reservoir Site 5 (2.0 acres, APN 097-350-022) and a pipeline just before they transferred this land to SLC. The SLC subsequently provided a lease, Lease PRC 7611, for strip of land to construct an access road to the site.

The two tanks (1 million gallons each) at Reservoir Site 5 store treated water and furnish the head pressure for the District's water distribution system which provides drinking water to 7,400 residents of Vandenberg Village.

The District requires the water tanks and plans to operate and maintain them indefinitely.

The term of the Lease PRC 7611 ended July 4, 2019, and the term of the Union Oil Company Easement Agreement ended July 26, 2019. Accordingly, VVCSO requested a new lease from the SLC to include APN 097-350-022 as well as the associated 20-foot wide pipeline easement and be renewed for a 49-year term.

The SLC has prepared a new PRC Lease 7611.1 for the access road, water pipeline, and water tank parcel. The lease begins July 5, 2019, and is for 25 years with nominal consideration of \$140 per year with a Consumer Price Index adjustment.

The lease is scheduled for approval at the August 23, 2019, SLC meeting in Los Angeles. Randy Collins, SLC Public Land Management Specialist, provided two originals of the lease and has requested they be signed and notarized.

This lease is critical to District operations. Staff recommends approval.

Attachments:

1. Letter from State Lands Commission, dated July 30, 2019
2. SLC Lease No. PRC 7611.1

CALIFORNIA STATE LANDS COMMISSION
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202



Established in 1938

July 30, 2019

JENNIFER LUCCHESI, Executive Officer
(916) 574-1800 FAX (916) 574-1810
California Relay Service from TDD Phone **1-800-735-2929**
from Voice Phone **1-800-735-2922**

Contact Phone: (916) 574-0900

File Ref: PRC 7611.1

Joe Barget
General Manager
Vandenberg Village
Community Services District
3757 Constellation Road
Lompoc, CA 93436

Subject: Application for a General Lease – Public Agency Use of Sovereign Land in the Burton Mesa Ecological Reserve, for an Existing Water Pipeline, Two Water Tanks, and an Access Road, near Lompoc, Santa Barbara County

Dear Mr. Barget:

The enclosed Lease, in triplicate, states the terms and conditions of a General Lease – Public Agency Use, for the use and maintenance of two existing water storage tanks, a 16-inch diameter underground water pipeline, and an access road. Please execute two copies of the lease (keeping one for your records) before a notary public and return them to my attention at the above-stated address. Please ensure that all signatures are acknowledged by a notary public on the separate acknowledgment form provided and not on the documents. In addition, please include a copy of the Ordinance adopted by the Vandenberg Village Community Services District authorizing execution of the lease.

Your application will be scheduled for consideration for approval by the State Lands Commission on August 23, 2019. You will be notified in writing of the location and time of the meeting. Once approved, a fully executed lease will be returned to you.

Please be advised Section 3, General Provisions, Paragraph 9 of the Lease requires the lessee to maintain liability insurance in an amount of no less than \$1,000,000 per occurrence. To keep the referenced lease in good standing, please

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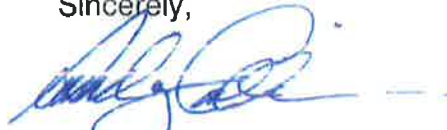
Joe Barget
Page 2

File Ref: PRC 7611.1

provide a certificate of liability insurance in the amount of not less than \$1,000,000 per occurrence. The certificate of insurance must identify the lease as PRC 7611.1.

If you have any questions or wish to discuss this matter with me, you may call me at (916) 574-0900, e-mail me at Randy.Collins@slc.ca.gov, or write me at the above address.

Sincerely,



Randy Collins
Public Land Management Specialist

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
California State Lands Commission
Attn: Title Unit
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. 097-350-021 & 022
County: Santa Barbara

LEASE NO. PRC 7611.1

This Lease consists of this summary and the following attached and incorporated parts:

- Section 1 Basic Provisions
- Section 2 Special Provisions Amending or Supplementing Section 1 or 3
- Section 3 General Provisions
- Exhibit A Land Description
- Exhibit B Site and Location Map

SECTION 1

BASIC PROVISIONS

THE STATE OF CALIFORNIA, hereinafter referred to as Lessor acting by and through the **CALIFORNIA STATE LANDS COMMISSION** (100 Howe Avenue, Suite 100-South, Sacramento, California 95825-8202), pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Code of Regulations, and for consideration specified in this Lease, does hereby lease, demise, and let to **VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT**, hereinafter referred to as Lessee, those certain lands described in Exhibit A hereinafter referred to as Lease Premises, subject to the reservations, terms, covenants, and conditions of this Lease.

MAILING ADDRESS: 3757 Constellation Road
Lompoc, CA 93436

LEASE TYPE: General Lease – Public Agency Use

LAND TYPE: Sovereign

LOCATION: Burton Mesa Ecological Reserve, as described in Exhibit A attached and by this reference made a part hereof.

LAND USE OR PURPOSE: Use and maintenance of two existing water storage tanks, a 16-inch diameter underground water pipeline, and an access road.

TERM: 25 years; beginning July 5, 2019; ending July 4, 2044, unless sooner terminated as provided under this Lease.

CONSIDERATION: \$140 per year, with an annual Consumer Price Index adjustment.

AUTHORIZED IMPROVEMENTS:

X **EXISTING:** Two existing water storage tanks, a 16-inch diameter underground water pipeline, and an access road.

N/A **TO BE CONSTRUCTED; CONSTRUCTION MUST BEGIN BY:**

AND BE COMPLETED BY:

LIABILITY INSURANCE: Liability insurance in an amount of no less than \$1,000,000 per occurrence.

SURETY BOND OR OTHER SECURITY: N/A

**SECTION 2
SPECIAL PROVISIONS**

BEFORE THE EXECUTION OF THIS LEASE, ITS PROVISIONS ARE AMENDED, REVISED, OR SUPPLEMENTED AS FOLLOWS:

- I. Lessee acknowledges that the Lease Premises described in Exhibit A and shown on Exhibit B (for reference purposes only) is subject to the Public Trust and is presently available to members of the public for recreation, open space, or other recognized Public Trust uses and that Lessee's authorized activities and use of the Lease Premises shall not unreasonably interfere or limit the Public Trust rights of the public.

2. Lessee acknowledges that the Lease Premises described in Exhibit A and shown on Exhibit B (for reference purposes only) are currently subject to existing Lease No. PRC 8129.9, a General Lease – Public Agency Use to the California Department of Fish and Wildlife for the purpose of operation, management, and maintenance of ecological values as part of the Burton Mesa Ecological Reserve.
3. Lessee acknowledges that the Lease Premises described in Exhibit A and shown on Exhibit B (for reference purposes only) are located in an area that may be subject to effects of climate change. Lessee is responsible for ensuring the improvements to the Lease Premises are maintained in a manner that does not contribute to wildland fire hazards by providing regular maintenance of vegetation to minimize the threat of fire hazards.
4. Lessee acknowledges any maintenance involving the use of herbicides or pesticides or trimming of trees or shrubs within the Lease Premises must be approved in writing by the California Department of Fish and Wildlife prior to such activity.

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SECTION 3

GENERAL PROVISIONS

1. GENERAL

In the case of any conflict between these General Provisions and Special Provisions found in Section 2, the Special Provisions control.

2. DEFINITIONS

For the purposes of this Lease, the following terms shall be defined as stated below:

“Additions” shall be defined as any use or Improvements other than those expressly authorized in this Lease.

“Alterations” shall be defined as any material change in the size, scope, density, type, nature, or intensity of Improvements on the Lease Premises from what is authorized in this Lease. Alterations shall also include any modifications, alterations, or renovations of the land or waterways on the Lease Premises other than those authorized by this Lease.

“Breach” shall be defined as a party's unjustified or unexcused nonperformance of a contractual duty the party is required to immediately perform.

“Damages” shall include all liabilities, demands, claims, actions or causes of action whether regulatory, legislative or judicial in nature; all assessments, levies, losses, fines, penalties, damages, costs and expenses, including, without limitation: (i) reasonable attorneys', accountants', investigators', and experts' fees and expenses sustained or incurred in connection with the defense or investigation of any such liability, and (ii) costs and expenses incurred to bring the Lease Premises into compliance with Environmental Laws, a court order, or applicable provisions of a Regulatory Agency. The term “Damages” also includes, expressly, those Damages that arise as a result of strict liability, whether arising under Environmental Laws or otherwise.

“Default” shall be defined as a material Breach of magnitude sufficient to justify termination of the Lease.

“Environmental Law” shall be defined as and include all federal, state, and local environmental, health, and safety laws, statutes, ordinances, regulations, rules, judgments, orders, and notice requirements, which were in effect as of the date of execution of this Lease or are subsequently enacted and lawfully applied hereto, which regulate or relate to (a) the protection or clean-up of the environment; (b) the use, treatment, storage, transportation, handling or disposal of hazardous, toxic or otherwise dangerous substances, wastes or materials; (c) the quality of the air and the discharge of airborne wastes, gases, particles, or other emissions; (d) the preservation or protection of waterways, groundwater, or drinking water; (e) the health and safety of persons or property; or (f) impose liability with respect to any of the foregoing, including without limitation, the California Environmental Quality Act (CEQA) [PRC §§ 21000 et seq.]; the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) [42 USCS §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 (RCRA) [42 USCS §§ 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (FWPCA) [33 USCS §§ 1251 et seq.]; the Toxic Substances Control Act (TSCA) [15 USCS §§ 2601 et seq.]; the Hazardous Materials Transportation Act (HMTA) [49 USCS §§ 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USCS §§ 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 USCS §§ 6901 et seq.]; the Clean Air Act [42 USCS §§ 7401 et seq.]; the Safe Drinking Water Act [42 USCS §§ 300f et seq.]; the Solid Waste Disposal Act [42 USCS §§ 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USCS §§ 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 USCS §§ 11001 et seq.]; the Occupational Safety and Health Act [29 USCS §§ 655 and 657]; the California Underground Storage of Hazardous Substances Act [H & S C §§ 25280 et seq.]; the California Hazardous Substances Account Act [H & S C §§ 25300 et seq.]; the California Hazardous Waste Control Act [H & S C §§ 25100 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H & S C §§ 24249.5 et seq.]; the Porter-Cologne Water Quality Act [Water C §§ 13000 et seq.] together with any amendments of or regulations promulgated under the statutes cited above.

“Hazardous Material” shall be defined as and include any substance which falls within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, pollutant, or contaminant, under any Environmental Law.

“Improvements” shall be defined as any modification, alteration, addition, or removal of any material, and any other action which serves to change the condition of the Lease Premises from the natural state whether situated above, on, or under the Lease Premises. Improvements include, but are not limited to buildings, structures, facilities, decks, docks, wharves, piers, walks, curbs, bridges, buoys, landscaping, roadways, shoreline protective structures of all types, foundations, pilings or similar support structures whether above or below the water line, fences, utilities, pipelines, and any other construction of any type situated on the Lease Premises.

“Lease” shall be defined as this lease contract together with all amendments and exhibits.

“Lease Premises” shall be defined as the area of land, together with any improvements located thereon, the use and occupancy of which

is authorized by this Lease.

“Lessor” shall be defined as the state of California, acting by and through the California State Lands Commission, including the Commissioners, their alternates and designates, the Executive Officer, and the staff of the California State Lands Commission.

“Regulatory Agency” shall include any Federal, State, County, Municipal, or Local agency having jurisdiction over the Lease Premises.

“Repairs” shall be defined as all work of any kind made to maintain, change, restore, strengthen, replace, alter, or otherwise affect any Improvement on the Lease Premises.

“Residence” shall be defined as any Improvement, whether permanent, movable, or temporary, or a portion thereof, which is for the time being a home or place of lodging. A Residence includes any Improvement affixed to the land such as trailers or cabins, built on a raised foundation such as stilts or pilings, and floating residences such as boats, barges, arks, and houseboats, and any combination of such Improvements which provide residential accommodations to the Lessee or others. “Residence” shall not include transitory, intermittent, recreational use of facilities such as campgrounds.

“Residential Use” shall be defined as Improvements such as, but not limited to, sundecks, and sunrooms which are extensions of, or additions to, the upland property and are not water-dependent uses. Although the various uses or Improvements which may fall under this definition may vary by geographic area, lease type, or other factors, it is the intention of the parties to include in this definition all uses and Improvements which are not water-dependent but residential in nature, or those uses and Improvements which are not consistent with common law public trust principles and values.

3. CONSIDERATION

(a) Absolute Triple Net Lease

This Lease is an absolute triple net lease, pursuant to which Lessor has no obligation with respect to the payment of taxes, insurance, the cost of maintenance, utilities and repairs or other costs or obligations associated with the Leased Premises, except as expressly stated herein.

(b) Rent

Lessee agrees to pay Lessor rent as stated in this Lease, in annual installments, for the use and occupancy of the Lease Premises. The first installment shall be due on or before the beginning date of this Lease and all subsequent installments shall be due on or before each anniversary of its beginning date during each year of the Lease term, or as otherwise provided in this Lease. Said sums shall be paid in lawful money of the United States of America. Lessee shall send said rent to the mailing address of Lessor. Timeliness of receipt of remittances sent by mail shall be governed by the postmark date as stated in Government Code Section 11002. Invoices for rent due may be provided by Lessor as a courtesy. Lessor’s failure to, or delinquency in, providing invoices shall neither excuse Lessee from paying rent, nor extend the time for paying rent.

(c) Modification

Lessor may modify the method, amount, or rate of consideration effective on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary, without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary of the beginning date. No such modification shall become effective unless Lessee is given at least thirty (30) days’ notice prior to the date of the Commission meeting wherein the rent modification is considered, or thirty (30) days’ notice prior to the effective date of the increase, whichever provides a greater notice period.

If the consideration for this Lease is based on a percentage of income, royalties, profits, or any similar business performance indicators, Lessee shall provide Lessor with financial statements and all other documents necessary to determine the relevant basis for income.

(d) Penalty and Interest

Any installments of rent accruing under this Lease not paid when due shall be subject to a delinquency charge equal to five percent (5%) of the principal sum due. Annual payments shall bear interest as specified in Public Resources Code Section 6224 and the Lessor's then existing administrative regulations governing penalty and interest.

(e) Non-Monetary Consideration

If the consideration to Lessor for this Lease is the public use, benefit, health, or safety, Lessor shall have the right to review such consideration at any time and set a monetary rental if the Lessor, at its sole discretion, determines that such action is in the best interest of the State. Lessee’s assignment or transfer of this Lease pursuant to Section 3 Paragraph 11 below to any third party which

results in royalties, profits, or any form of compensation, whether monetary or otherwise, shall give Lessor the right to reevaluate the requirements of this Lease as stated in Section 3 Paragraph 11. Lessee shall be given at least thirty (30) days' notice prior to the date of the Commission meeting wherein the rent modification is considered, or thirty (30) days' notice prior to the effective date that this Lease is converted to a monetary rental, whichever provides more notice.

(f) Place for Payment of Rent

All rent that becomes due and payable under this Lease shall be paid to Lessor in person or by United States mail at the Sacramento Offices of the California State Lands Commission, currently at 100 Howe Avenue, Suite 100-South, Sacramento, CA 95825-8202, or at any other place or places that Lessor may designate by written notice to Lessee. Alternately, Lessee may contact Lessor's accounting department for Lessor's current practices for payment by credit card or electronic fund transfer.

4. BOUNDARIES

This Lease is not intended to establish the State's boundaries and is made without prejudice to either party regarding any boundary or title claims which may be asserted presently or in the future.

5. LAND USE

(a) General

(1) Lessee shall use the Lease Premises only for the purpose or purposes stated in this Lease and only for the operation and maintenance of the Improvements expressly authorized in this Lease. Lessee shall commence use of the Lease Premises within ninety (90) days of the beginning date of this Lease or within ninety (90) days of the date set for construction to commence as set forth in this Lease, whichever is later.

(2) All demolition, construction, remodeling, reconstruction, maintenance, repairs, removal, or remediation performed on the Lease Premises at any time by Lessee shall first be authorized by all appropriate Regulatory Agencies. Lessee is solely responsible for determining what approvals, authorizations, or certifications are required, and shall be solely responsible for all costs incurred thereby. In addition, Lessee shall obtain and comply with preventative or remedial measures required by any environmental reports, assessments, or inspections, including, but not limited to those required by the California Environmental Quality Act and/or the National Environmental Policy Act, or as otherwise required by law or reasonably requested by Lessor. Nothing in this Lease shall be interpreted as a pre-approval of any permit, certification, or any other precondition required for the use of the Lease Premises.

(b) Continuous Use

Lessee's use of the Lease Premises shall be continuous from commencement of the Lease until its expiration. Lessee's discontinuance of such use for a period of ninety (90) days shall be presumed to be an abandonment unless Lessee demonstrates to Lessor's satisfaction that Lessee's use of the Lease Premises is consistent with similarly situated properties. In the event of an abandonment, Lessor may elect to terminate the Lease as provided in Paragraph 12(a)(3). Abandonment of the Lease Premises shall not relieve Lessee of any obligations under this Lease.

(c) Repairs and Maintenance

(1) Lessor shall not be required to make any Repairs in, on, or about all or part of the Lease Premises. Lessee shall, at all times during the term of this Lease and without any cost or expense to Lessor, keep and maintain the Lease Premises, including all Improvements, in good order and repair and in a clean, safe, sanitary, and orderly condition.

(2) Lessee shall make, or cause to be made, any Repairs which may be required by any Regulatory Agency. Lessee shall observe and comply with, any law, statute, ordinance, plan, regulation, resolution, or policy applicable to the Lease Premises in making such Repairs. All work shall be performed with reasonable diligence, completed within a reasonable time, and performed at the sole cost and expense of Lessee.

(3) Lessee expressly accepts the Lease Premises "as is" and expressly acknowledges that:

(i) Lessor has made no representations or warranties as to the suitability of the Lease Premises for any Improvements. Lessee shall conduct all tests necessary to determine the suitability of the Lease Premises for any proposed use or Improvements authorized; and

(ii) Lessor has made no representations or warranties as to the quality or value of any Improvements found on the Lease Premises, or of their conformity to any applicable building codes, zoning ordinances, or other regulations. Lessee agrees to inspect any preexisting Improvements at its own cost to determine whether such Improvements are safe and suitable for the

Lessee's intended use; and

(iii) Lessee shall neither be entitled to any reduction in rent, nor any extension of the terms of this Lease because of damage to or destruction of any Improvements on the Lease Premises.

(iv) Lessee and Lessor agree that any Improvements on the Lease Premises constitute the personal property of Lessee and that fixture law does not apply.

(4) In the event that the Lease Premises is partly, or in whole, comprised of tidal, submerged, or waterfront property, Lessee expressly accepts the hazards involved in using or improving such lands. Lessor is not responsible for, and Lessee shall not be reimbursed for nor receive any offset of rent for, any damages or reduced use of the Lease Premises caused by: local or invasive flora or fauna, flooding, erosion, sea level rise, storms, freezing, inclement weather of any kind, acts of god, maintenance or failure of protective structures, and any other such hazards.

(d) Additions, Alterations, and Removal

No Improvements other than those expressly authorized in this Lease shall be constructed by the Lessee on the Lease Premises without the prior written consent of Lessor. Any Additions or Alterations are expressly prohibited. Lessee is also prohibited from any Additions or Alterations which cause a material change to the environmental impact on or around the Lease Premises.

(e) Enjoyment

This Lease is non-exclusive, and is subject to the provisions of Section 3, Paragraph 6 below. Lessee shall have the right to exclude persons from the Lease Premises only when their presence or activity constitutes a material interference with Lessee's use and enjoyment of the Lease Premises.

(f) Discrimination

Lessee, in its use of the Lease Premises, shall not discriminate against any person or class of persons on any basis protected by federal, state, or local law, including: race, color, creed, religion, national origin, sex, sexual orientation, gender identity, age, marital/parental status, veteran status, or disability.

(g) Residential Use

Unless otherwise provided for in this Lease, no portion of the Lease Premises shall be used as a location for a Residence, for the purpose of mooring or maintaining a structure which is used as a Residence, or for Residential Uses.

(h) Commercial Use

Unless otherwise provided for in this Lease, the Lease Premises is to be used by Lessee and Lessee's invitees or guests only. Use of the Lease Premises for commercial purposes; conducting a business, whether for profit or otherwise; and any subleasing, rental, or any transaction whereby Lessee directly or indirectly receives compensation from a third party in exchange for use of the Lease Premises shall constitute an immediate Default of this lease with no cure period.

6. RESERVATIONS, ENCUMBRANCES, AND RIGHTS-OF-WAY

(a) Reservations

(1) Lessor expressly reserves all natural resources in or on the Lease Premises, including but not limited to timber, minerals, and geothermal resources as defined under Public Resources Code sections 6401, 6407, and 6903, respectively; the right to grant and transfer the same; as well as the right to grant leases in and over the Lease Premises which may be necessary or convenient for the extraction of such natural resources. Such leasing shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.

(2) Lessor expressly reserves a right to go on the Lease Premises and all Improvements for any purposes associated with this Lease or for carrying out any function required by law, or the rules, regulations, or management policies of the State Lands Commission. Lessor shall have a right of reasonable access to the Lease Premises across Lessee owned or occupied lands adjacent to the Lease Premises for any purpose associated with this Lease.

(3) Lessor expressly reserves to the public an easement for convenient access across the Lease Premises to other State-owned lands located near or adjacent to the Lease Premises and a right of reasonable passage across and along any right-of-way granted by this Lease; however, such easement or right-of-way shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.

(4) Lessor expressly reserves the right to lease, convey, or encumber the Lease Premises, in whole or in part, during the Lease term for any purpose not inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

(b) Encumbrances

The Lease Premises may be subject to pre-existing contracts, leases, licenses, easements, encumbrances, and claims and is made without warranty by Lessor of title, condition, or fitness of the land for the stated or intended purpose.

7. RULES, REGULATIONS, AND TAXES

(a) Lessee shall comply with and be bound by all presently existing or subsequently enacted rules, regulations, statutes or ordinances of the State Lands Commission or any Regulatory Agency. Occupancy or use of the Lease Premises provides no exemption from applicable regulations including, but not limited to, federal, state, county and local regulations, regulations promoting public health, safety, or welfare, building codes, zoning ordinances, and sanitation regulations. Lessee expressly acknowledges that Regulatory Agencies have jurisdiction over the Lease Premises unless such laws are in direct conflict with state law or public trust principles.

(b) Lessee understands and agrees that a necessary condition for the granting and continued existence of this Lease is that Lessee obtains and maintains all permits or other entitlements. Lessee expressly acknowledges that issuance of this Lease does not substitute for, or provide preference in obtaining authorizations from other Regulatory Agencies.

(c) Taxes

(1) In addition to the rent due under this Lease, Lessee accepts responsibility for and shall pay any and all real and personal property taxes, including possessory interest taxes, assessments, special assessments, user fees, service charges, and other charges of any description levied, imposed on, assessed, or associated with the leasehold interest, Improvements on the Lease Premises, any business or activity occurring on the Lease Premises, the Lease Premises itself, or any portion thereof, levied by any governmental agency or entity. Such payment shall not reduce rent due Lessor under this Lease and Lessor shall have no liability for such payment.

(2) In the event that this Lease commences, terminates or expires during a tax year, Lessee shall pay the taxes for the period of such year during which this Lease was in effect.

(3) Any and all taxes and assessments and installments of taxes and assessments required to be paid by Lessee under this Lease shall be paid when due and the official and original receipt for the payment of such tax, assessment, or installment shall be delivered to Lessor upon request.

(4) Lessee shall indemnify and hold Lessor, the Lease Premises, and any Improvements now or hereafter located thereon, free and harmless from any liability, loss, or Damages resulting from any taxes, assessments, or other charges required by this Lease to be paid by Lessee and from all interest, penalties, and other sums imposed thereon and from any sales or other proceedings to enforce collection of any such taxes, assessments, or other charges.

8. INDEMNITY

(a) Lessee's use of the Lease Premises and any Improvements thereon is at Lessee's sole and exclusive risk.

(b) In addition to any other obligation to indemnify Lessor as otherwise provided in this Lease, except to the extent caused by the sole negligence and/or willful misconduct of the Lessor, Lessee shall indemnify, hold harmless, and, at the option of Lessor, defend Lessor, its officers, agents, and employees from any and all Damages resulting from Lessee's occupation and use of the Lease Premises. Lessee shall reimburse Lessor in full for all reasonable costs and attorneys' fees, specifically including, without limitation, any Damages arising by reason of: (1) The issuance, enjoyment, interpretation, Breach, or Default of this Lease; (2) The challenge to or defense of any environmental review upon which the issuance of this Lease is based; (3) The death or injury of any person, or damage to or destruction of any property from any cause whatever in any way connected with the Lease Premises, or with any of the Improvements or personal property on the Lease Premises; (4) The condition of the Lease Premises, or Improvements on the Lease Premises; (5) An act or omission on the Lease Premises by Lessee or any person in, on, or about the Lease Premises; (6) Any work performed on the Lease Premises or material furnished to the Lease Premises; (7) Lessee's failure to comply with any material legal or other requirement validly imposed on Lessee or the Lease Premises by a Regulatory Agency.

(c) The reimbursement provisions of this Paragraph 8 shall not apply to any claims, litigation, or other actions which may be brought by either Lessee or Lessor against each other.

(d) Nothing in this paragraph shall be construed as requiring that Lessor defend itself against all or any aspect of any challenge to this Lease or any associated environmental review. However, Lessee may take whatever legal action is available to it to defend this

Lease or any associated environmental review against any challenge by a third party, whether or not Lessor chooses to raise a defense against such a challenge.

(e) Lessee shall notify Lessor immediately in case of any accident, injury, or casualty on the Lease Premises.

9. INSURANCE

(a) Lessee shall obtain and maintain in full force and effect during the term of this Lease comprehensive general liability insurance and property damage insurance, with such coverage and limits as may be reasonably requested by Lessor from time to time, but in no event for less than the sum(s) specified against any and all claims or liability arising out of the ownership, use, occupancy, condition, or maintenance of the Lease Premises and all Improvements.

(b) The insurance policy shall identify the Lease by its assigned number. The specific Improvements shall also be generally identified, as well as their location on state owned property. The coverage provided shall be primary and non-contributing. Lessee shall keep such policy current. Lessor shall be named as a "certificate holder" and/or an "additional interest" on the policy. Lessee shall provide Lessor with a current certificate of insurance at all times. At Lessor's request, Lessee shall provide a full copy of the current insurance policy, along with any and all endorsements or other such documents affecting the coverage. Lessor will not be responsible for any premiums or other assessments on the policy.

(c) The insurance coverage specified in this Lease shall be in effect at all times during the Lease term and subsequently until Lessor has either accepted all of the Lease Premises as improved or restored by Lessee as provided elsewhere in this Lease. Lessee shall notify Lessor within five (5) business days if the insurance is canceled for any reason.

10. SURETY BOND

(a) When required by Section 1 of this Lease, Lessee shall provide a surety bond or other security device acceptable to Lessor, for the specified amount, and naming the State of California, California State Lands Commission as the assured, to guarantee to Lessor the faithful observance and performance by Lessee of all of the terms, covenants, and conditions of this Lease.

(b) Lessor may require an increase in the amount of the surety bond or other security device to cover any additionally authorized Improvements, any modification of consideration, or to provide for inflation or other increased need for security. The surety bond or other security device may be increased on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary, it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary. No such modification shall become effective unless Lessee is given at least thirty (30) days' notice prior to the date of the Commission meeting wherein the modification of the bond or security is considered, or thirty (30) days' notice prior to the effective date of the increase, whichever provides more notice.

(c) The surety bond or other security device shall be maintained in full force and effect at all times during the Lease term and subsequently until Lessor has either accepted all of the Lease Premises as improved or restored by Lessee as provided elsewhere in this Lease. Lessee must first seek approval of Lessor before changing the type of security device used, or the bond holder.

11. ASSIGNMENT, ENCUMBRANCING OR SUBLETTING

(a) Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Lease Premises, in whole or in part, or allow any person other than the Lessee's employees, agents, servants and invitees to occupy or use all or any portion of the Lease Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

(1) Notwithstanding the foregoing prohibition against transfer and assignment, the Lease may be transferred by Lessee if the transfer is caused by the death of a spouse and the full interest of the deceased spouse is transferred to a surviving spouse; or the transfer is caused by the dissolution of the marriage of Lessee and the full interest of one of the spouses is transferred to the other spouse. In the event of such a transfer, Lessor shall be notified in writing within 30 days of the transfer.

(2) Notice to Lessor of Successor Trustee(s): In the event this Lease is held in trust, and the Lessee is a trustee thereof, the substitution or succession of a new trustee shall not be an assignment or transfer for the purposes of this Paragraph. Lessee (and by operation of law, any successor trustee) agrees to provide prompt notice to Lessor of any succession or substitution of trustee in accordance with Paragraph 16(c) of General Provisions, no later than sixty (60) days after the named trustee as appears on the face of this Lease becomes unable or ceases to serve as trustee for any reason.

(b) The following shall be deemed to be an assignment or transfer within the meaning of this Lease:

(1) If Lessee is a business entity, any dissolution, merger, consolidation or other reorganization of Lessee, or the sale or other

transfer of substantially all the assets of Lessee. If Lessee is a publicly traded entity, transfers of interests in Lessee shall not constitute an assignment requiring the consent of Lessor.

(2) If Lessee is a partnership, a transfer of any interest of a general partner, a withdrawal of any general partner from the partnership, or the dissolution of the partnership.

(c) If this Lease is for sovereign lands appurtenant to adjoining littoral or riparian land, Lessee shall not transfer or assign its ownership interest or use rights in such adjoining lands separately from the leasehold rights granted herein without the prior written consent of Lessor.

(d) If Lessee desires to assign, sublet, encumber or otherwise transfer all or any portion of the Lease Premises, Lessee shall do all of the following:

(1) Give not less than 90 days' prior written notice to Lessor;

(2) Provide the name, complete business organization, operational structure, and formation documents of the proposed assignee, sublessee, secured third party, or other transferee; and the nature of the use of and interest in the Lease Premises proposed by the assignee, sublessee, secured third party or other transferee.

(3) Provide the terms and conditions of the proposed assignment, sublease, or encumbrance or other transfer;

(4) Provide audited financial statements for the two most recently completed fiscal years of the proposed assignee, sublessee, secured party or other transferee; and provide pro forma financial statements showing the projected income, expense and financial condition resulting from use of the Lease Premises; and

(5) Provide such additional or supplemental information as Lessor may reasonably request concerning the proposed assignee, sublessee, secured party or other transferee.

(6) Lessor will evaluate proposed assignees, sublessees, secured third parties and other transferees and grant approval or disapproval according to standards of commercial reasonableness considering the following factors within the context of the proposed use: the proposed party's financial strength and reliability, their business experience and expertise, their personal and business reputation, their managerial and operational skills, their proposed use and projected rental, as well as other relevant factors.

(e) Lessor shall have a reasonable period of time from the receipt of all documents and other information required under this provision to grant or deny its approval of the proposed party. Lessor may reevaluate the rent, insurance and/or bond provisions of this Lease, and may condition its approval of the proposed assignment, sublease, hypothecation, mortgage, or other transfer on the party's acceptance of the new terms. Lessee's rights stated in this paragraph shall apply regardless of whether the proposed transfer coincides with a regular rent review period as stated in Section 3 Paragraph 3(c) above.

(f) Lessee's mortgage or hypothecation of this Lease, if approved by Lessor, shall be subject to terms and conditions imposed by a separately negotiated encumbrancing agreement.

(g) Upon the express written assumption of all obligations and duties under this Lease by an assignee approved by Lessor, the Lessee may be released from all liability under this Lease arising after the effective date of assignment and not associated with Lessee's use, possession or occupation of or activities on the Lease Premises; except as to any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises during Lessee's tenancy.

(h) If the Lessee files a petition or an order for relief is entered against Lessee, under Chapters 7, 9, 11 or 13 of the Bankruptcy Code (11 USC Sect. 101, et seq.) then the trustee or debtor-in-possession must elect to assume or reject this Lease within sixty (60) days after filing of the petition or appointment of the trustee, or the Lease shall be deemed to have been rejected, and Lessor shall be entitled to immediate possession of the Lease Premises. No assumption or assignment of this Lease shall be effective unless it is in writing and unless the trustee or debtor-in-possession has cured all Defaults under this Lease (monetary and non-monetary) or has provided Lessor with adequate assurances (1) that within ten (10) days from the date of such assumption or assignment, all monetary Defaults under this Lease will be cured; and (2) that within thirty (30) days from the date of such assumption, all non-monetary Defaults under this Lease will be cured; and (3) that all provisions of this Lease will be satisfactorily performed in the future.

(i) In the event of any transfer or assignment, under this Paragraph 11 or by any other means authorized by this Lease, the Lease terms shall be for the remaining years existing on the Lease prior to the transfer or assignment. A transfer or assignment shall not extend the term of this Lease.

12. DEFAULT AND REMEDIES

(a) Default

The occurrence of any one or more of the following events shall immediately and without further notice constitute a Default of this Lease:

- (1) Lessee's failure to make any payment of rent, royalty, or other consideration as required under this Lease; or
- (2) Lessee's failure to obtain or maintain liability insurance or a surety bond or other security device as required under this Lease; or
- (3) Lessee's abandonment of the Lease Premises (including the covenant for continuous use as provided for in Paragraph 5(b)) during the Lease term; or
- (4) Lessee's failure to obtain and maintain all necessary governmental permits or other entitlements; or
- (5) The maintenance of the Lease Premises in violation of, or failure to comply with, any applicable provisions of any Regulatory Agency, Environmental Law, or maintenance of the Lease Premises in a condition constituting nuisance; or
- (6) Lessee's Failure to commence to construct and to complete construction of the Improvements authorized by this Lease within the time limits specified in this Lease.
- (7) Lessee is found to sublet or otherwise surrender daily management and control of the Lease Premises to a third party without the knowledge, expressed written consent or authorization of the Lessor.

(b) Lessee's failure to observe or perform any other term, covenant, or condition of this Lease when such failure shall continue for a period of thirty (30) days after Lessor's giving written notice shall constitute a Default of this lease. However, if the nature of Lessee's Default under this paragraph is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in Default if Lessee commences such cure within such thirty (30) day period and diligently proceeds with such cure to completion.

(c) Should Lessee Breach any term, covenant, or condition of this Lease under Paragraph 12(b) above three (3) times in any three hundred and sixty-five (365) day period, the third Breach will be a Default under this Lease and Lessor will be entitled to immediately terminate this Lease, and take other appropriate action. Lessor will provide written notice of each Breach as provided above, and provide written notice that future Breaches will constitute immediate Default with no cure period.

(d) Remedies

In the event of a Default by Lessee and Lessee's failure to cure such Default if such a cure period is applicable, Lessor may at any time and with or without notice do any one or more of the following in addition to any rights or remedies permitted by law:

- (1) Re-enter the Lease Premises, remove all persons and property, and repossess and enjoy such premises; or
- (2) Terminate this Lease and Lessee's right of possession of the Lease Premises by any lawful means. The termination shall not relieve Lessee of any obligation, monetary or otherwise, which has accrued prior to the date of termination. Such termination shall be effective upon Lessor's giving written notice and upon Lessee's receipt of such notice. Lessee shall immediately surrender possession of the Lease Premises to Lessor. Lessor shall be entitled to recover from Lessee all amounts to which Lessor is entitled pursuant to Section 1951.2 of the California Civil Code, or any other provision of law, including any necessary Repair, renovation, alteration, remediation, or removal of Improvements; or
- (3) Maintain this Lease in full force and effect and recover any rent, royalty, or other consideration as it becomes due without terminating Lessee's right of possession regardless of whether Lessee shall have abandoned the Lease Premises, subject to the conditions imposed by Cal. Civil Code § 1951.2; or
- (4) Exercise any other right or remedy which Lessor may have at law or equity.

(e) Determination of Rental Value

If rent under this Lease is calculated as a percentage of Lessee's income attributable to the Lease Premises and Lessee abandons the Lease Premises during some or all of the applicable period, then the reasonable rental value shall be the percentage of proceeds Lessor would have received had Lessee operated the Lease Premises in the usual and customary manner.

(f) Waiver of Rights

The failure or delay of either party to exercise any right or remedy shall not be construed as a waiver of such right or remedy or any Breach by the other party. Lessor's acceptance of any rent shall not be considered a waiver of any preexisting Breach by Lessee other than the failure to pay the particular rent accepted regardless of Lessor's knowledge of the preexisting Breach at the time rent is accepted.

13. RESTORATION OF LEASE PREMISES AND ENVIRONMENTAL MATTERS

(a) Restoration of Lease Premises

(1) Upon expiration or sooner termination of this Lease, Lessee must immediately surrender possession of the Lease Premises to Lessor. Prior to the time of surrender, Lessee must remove all or any Improvements together with the debris and all parts of any such Improvements at its sole expense and risk, regardless of whether Lessee actually constructed or placed the Improvements on the Lease Premises; or Lessor, at its sole and absolute discretion, may itself remove or have removed all or any portion of such Improvements at Lessee's sole expense. Lessor may waive all or any part of this obligation in its sole discretion if doing so is in the best interests of the State.

(2) As a separate and related obligation, Lessee shall restore the Lease Premises as nearly as possible to the conditions existing prior to the installation or construction of any Improvements. For purposes of this Lease, restoration includes removal of any landscaping; removal of any Hazardous Materials; and to the extent possible, undoing any grading, fill, excavation, or similar alterations of the natural features of the Lease Premises. Lessor may waive all or any part of this obligation in its sole and absolute discretion.

(3) Unless otherwise provided for in this Lease, Lessee shall submit to Lessor no later than one (1) year prior to the expiration of this Lease either: (a) an application and minimum expense deposit for a new lease for the continued use of the Lease Premises, or (b) a plan for the restoration of the Lease Premises to be completed prior to the expiration of the lease term together with a timeline for obtaining all necessary permits and conducting the work prior to the expiration of this Lease.

(4) In removing any or all Improvements, or conducting any restoration work, Lessee shall be required to obtain any permits or other governmental approvals as may then be required by any Regulatory Agency, including, without limitation, any Environmental Law.

(5) Lessor may, upon written notice, in its sole and absolute discretion, accept title to any or all Improvements at the termination of this Lease. Lessor shall notify Lessee that Lessor intends to take title to any or all Improvements within six (6) months of Lessee submitting a plan for restoration under Paragraph 13(a)(3)(b) above. If Lessor elects to take title to any such Improvements, Lessee shall deliver to Lessor such documentation as may be necessary to convey title to such Improvements to Lessor free and clear of any liens, mortgages, loans, or any other encumbrances. Lessor shall not pay, and Lessee shall not be entitled to compensation for Lessor's taking title to such property.

(b) Environmental Matters

(1) Lessee's Obligations:

(i) Lessee will not use, occupy, or permit any portion of the Lease Premises to be used or occupied in violation of any Environmental Law. Lessee shall not manufacture or generate or store Hazardous Material on the Lease Premises unless specifically authorized under other terms of this Lease.

(ii) Lessee shall practice conservation of water, energy, and other natural resources.

(iii) Lessee shall notify Lessor and the appropriate governmental emergency response agency, or agencies immediately in the event of any release or threatened release of any Hazardous Material.

(2) Lessor may at any time during the Lease term require Lessee to conduct at its own expense and by a contractor approved by Lessor an independent environmental site assessment or inspection for the presence or suspected presence of Hazardous Material generated, used, placed, disposed, stored, or transported on the Lease Premises during the term of the Lease. Lessee

shall provide the results of the assessment or inspection to Lessor and the appropriate governmental response agency or agencies and shall further be responsible for removing or taking other appropriate remedial action regarding such Hazardous Material in accordance with applicable Environmental Law.

(3) Environmental Indemnity.

Lessee shall indemnify, defend, and hold Lessor and Lessor's, officer, appointees, volunteers, employees, agents, successors and assigns free and harmless from and against all Damages that may at any time be imposed upon, incurred by, or asserted or awarded against Lessor in connection with or arising from any Breach of Lessee's obligations hereunder; or out of any violation by Lessee of any Environmental Law; or resulting in the imposition of any lien or claim for the recovery of any costs for environmental cleanup or other response costs relating to the release or threatened release of Hazardous Materials on the Lease Premises during the Lessee's tenancy. This obligation shall include any prior leases between Lessor and Lessee and will continue through any periods Lessee is in holdover, unlawful detainer, or any subsequent month-to-month tenancies created by operation of law. Lessee's obligations hereunder will survive the expiration or sooner termination of this Lease.

(4) Violation of this section shall constitute grounds for termination of the Lease. Lessor, shall notify Lessee when, in Lessor's opinion, Lessee has violated the provisions of this section. Lessee shall immediately discontinue the conduct and respond within five (5) business days. Lessee shall take all measures necessary to remedy the condition.

14. QUITCLAIM

Lessee shall, upon the early termination of this Lease and at Lessor's request, execute and deliver to Lessor in a form provided by Lessor a good and sufficient release of all rights under this Lease. Should Lessee fail or refuse to deliver such a release, Lessor may record a written notice reciting such failure or refusal. This written notice shall, from the date of its recordation, be conclusive evidence against Lessee of the termination of this Lease and all other claimants.

15. HOLDING-OVER

(a) This Lease shall terminate without further notice upon the expiration of the term of this Lease. Lessee shall have removed any Improvements and completed any restoration as required by Lessor prior to the expiration of this Lease, and shall surrender possession of the Lease Premises. Any failure by the Lessee to remove Improvements, restore the Lease Premises, and/or surrender possession of the Lease Premises at the expiration or sooner termination of this Lease shall not constitute a renewal or extension and shall not give Lessee any rights in or to the Lease Premises or any part thereof except as expressly provided in this Lease. Lessee shall be deemed in unlawful detainer of the Lease Premises and Lessor shall be entitled to all resulting legal remedies.

(b) Lessor may, in its sole discretion, choose to accept Rent for the Lease Premises instead of immediately taking legal action to recover possession of the Lease Premises. Any tenancy created by operation of law on Lessor's acceptance of rent shall be deemed a month-to-month tenancy regardless of what sum or sums Lessee delivers to Lessor. Except as set forth below, any subsequent tenancy created in this manner shall be on the same terms, covenants, and conditions set forth in this Lease insofar as such terms, covenants, and conditions can be applicable to a month-to-month tenancy

(c) In recognition of the increased accounting, land management, and supervisory staff time required for month-to-month tenancies, the rent for each month or any portion thereof during such holdover period may be an amount equal to one hundred fifty percent (150%) of one-twelfth (1/12) of the total compensation for the most recent year paid. In the event this Lease does not require monetary compensation, Lessor shall have the right to establish rent based on the fair market value of the Lease Premises. The month-to-month tenancy may be terminated by Lessee or Lessor upon thirty (30) calendar days' prior written notice to the other.

16. ADDITIONAL PROVISIONS

(a) Waiver

(1) No term, covenant, or condition of this Lease and no omission, neglect, Default or Breach of any such term, covenant or condition shall be deemed to have been waived by Lessor's acceptance of a late or nonconforming performance or otherwise, unless such a waiver is expressly acknowledged by Lessor in writing. No delay or omission of Lessor to exercise any right or power arising from any omission, neglect, Default or Breach of term, covenant, or condition of this Lease shall be construed as a waiver or any acquiescence therein.

(2) Any such waiver shall not be deemed to be a waiver of any other term, covenant or condition; of any successive Breaches of the same term, covenant, or condition; or of any other Default or Breach of any term, covenant or condition of this Lease.

(b) Time

Time is of the essence for this Lease and each and all of its terms, covenants or conditions in which performance is a factor.

(c) Notice

All notices required to be given under this Lease shall be given in writing, sent by U.S. Mail with postage prepaid, to Lessor at the offices of the State Lands Commission and the Lessee at the address specified in this Lease. Lessee shall give Lessor notice of any change in its name or address.

(d) Consent

Where Lessor's consent is required under this Lease its consent for one transaction or event shall not be deemed to be a consent to any subsequent occurrence of the same or any other transaction or event.

(e) Changes

This Lease may be terminated and its term, covenants, and conditions amended, revised, or supplemented only by mutual written agreement of the parties.

(f) Successors

The terms, covenants, and conditions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.

(g) Joint and Several Obligation

If more than one Lessee is a party to this Lease, the obligations of the Lessees shall be joint and several.

(h) Captions

The section and paragraph captions used in this Lease are for the convenience of the parties. The captions are not controlling and shall have no effect upon the construction or interpretation of this Lease.

(i) Severability

If any term, covenant or condition of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall remain valid and enforceable to the fullest extent permitted by law.

(j) Representations

Lessee agrees that no representations have been made by Lessor or by any person or agent acting for Lessor. Lessor and Lessee agree and acknowledge that this document contains the entire agreement of the parties, that there are no verbal agreements, representations, warranties or other understandings affecting this Lease, and Lessor and Lessee, as a material part of the consideration of this Lease, waive all claims against the other for rescission, damages, or otherwise by reason of any alleged covenant, agreement or understanding not contained in this Lease.

(k) Gender and Plurality

In this Lease, the masculine gender includes both the feminine and neuter, and the singular number includes the plural whenever the context so requires.

(l) Survival of Certain Covenants

All covenants pertaining to bond, insurance, indemnification, restoration obligations, Breach, Default, and remedies shall survive the expiration or earlier termination of this Lease until Lessee has fulfilled all obligations to restore the Lease Premises as required by this Lease.

(m) Counterparts

This agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

(n) Delegation of Authority

Lessor and Lessee acknowledge Lessor as defined herein includes the Commission Members, their alternates or designees, and the staff of the Commission. The ability of staff of the Commission to give consent, or take other discretionary actions described herein will be as described in the then-current delegation of authority to Commission staff. All other powers are reserved to the Commission.

LEASE NO. PRC 7611.1

This Lease shall become effective only when approved by and executed on behalf of the State Lands Commission of the State of California and a duly executed copy has been delivered to Lessee. The submission of this Lease by Lessor, its agent, or representative for examination by Lessee does not constitute an option or offer to lease the Lease Premises upon the terms and conditions contained herein, or a reservation of the Lease Premises in favor of Lessee. Lessee's submission of an executed copy of this Lease to Lessor shall constitute an offer to Lessor to lease the Lease Premises on the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date hereafter affixed.

LESSEE:

LESSOR:

**VANDENBERG VILLAGE COMMUNITY
SERVICES DISTRICT**

**STATE OF CALIFORNIA
STATE LANDS COMMISSION**

By: _____
Christopher C. Brooks
President, Board of Directors

By: _____
Robert Brian Bugsch
Chief, Land Management Division

Date: _____

Date: _____

Execution of this document was authorized by
the California State Lands Commission on

(Month Day Year)

ATTACH NOTARY ACKNOWLEDGMENT

EXHIBIT A

PRC 7611.1

LAND DESCRIPTION

Three parcels of State owned land lying within lands conveyed to the State by Union Oil Co. in A.D. 161, Unocal / Burton Mesa Settlement Agreement, as described in Instrument No. 91-038941, recorded on June 20, 1991, Official Records, County of Santa Barbara, County of Santa Barbara, State of California, described as follows:

PARCEL ONE (1) – ACCESS ROAD

A strip of land 20 feet wide, lying 10 feet on each side of the following described centerline:

COMMENCING at the northeasterly corner of Tract 13370 recorded January 23, 1986, in Book 129, Pages 37 through 39, Official Records, County of Santa Barbara, State of California; thence N 89°59'47" W 690.88 feet along the North boundary line of Tract 13370 to the TRUE POINT OF BEGINNING of said strip of land; thence leaving the North boundary line of Tract 13370 along a non-tangent curve being concave to the southwest, and having a radius of 100.00 feet, (to which a radial line bears N 38°54'34" E), northwesterly a distance of 42.21 feet along said curve (through a central angle of 24°11'03"); thence N 75°20'28" W, 160.99 feet to a point on the easterly easement line, which is the 3rd course of Parcel Two (2) of an easement for water storage facilities recorded June 15, 1990, as Instrument No. 90-040402, Official Records, County of Santa Barbara, State of California.

The sidelines of said strip shall be prolonged or shortened so as to commence at the North boundary line of said Tract 13370, and terminate at the easterly easement line of said Parcel Two (2).

PARCEL TWO (2) – WATER PIPELINE

Being Parcel One (1) an easement 20 feet in width for water pipelines recorded June 15, 1990, as Instrument No. 90-040402, Official Records, County of Santa Barbara, State of California.

PARCEL THREE (3) – WATER TANK PARCEL

Being Parcel Two (2) an easement for water storage facilities recorded June 15, 1990, as Instrument No. 90-040402, Official Records, County of Santa Barbara, State of California.

NO SCALE

SITE



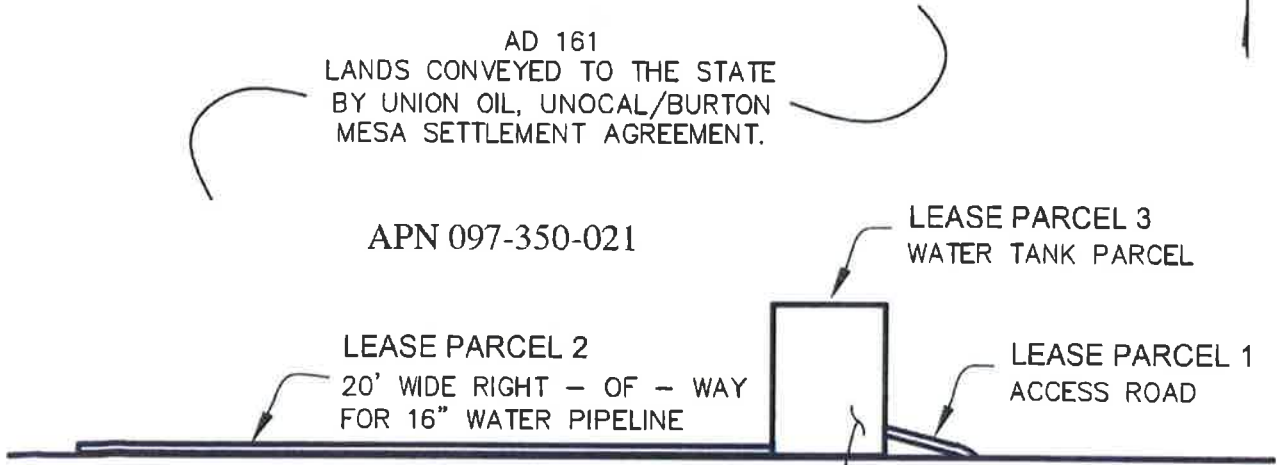
AD 161
LANDS CONVEYED TO THE STATE
BY UNION OIL, UNOCAL/BURTON
MESA SETTLEMENT AGREEMENT.

APN 097-350-021

LEASE PARCEL 3
WATER TANK PARCEL

LEASE PARCEL 2
20' WIDE RIGHT - OF - WAY
FOR 16" WATER PIPELINE

LEASE PARCEL 1
ACCESS ROAD

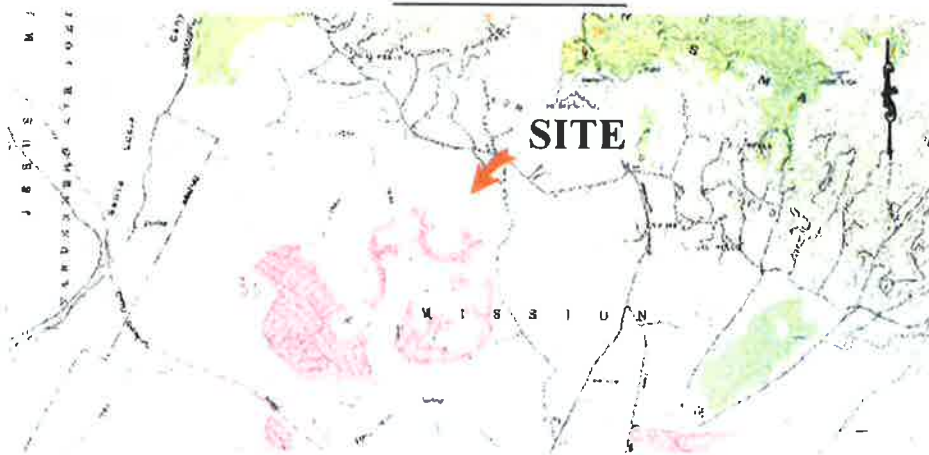


APN 097-350-022

BURTON MESA ECOLOGICAL RESERVE

NO SCALE

LOCATION



MAP SOURCE: USGS QUAD

Exhibit B

PRC 7611.1
VANDENBERG VILLAGE
COMMUNITY SERVICES
DISTRICT
APN 097-350-021 & 022
GENERAL LEASE -
PUBLIC AGENCY USE
SANTA BARBARA COUNTY



This Exhibit is solely for purposes of generally defining the lease premises, is based on unverified information provided by the Lessee or other parties and is not intended to be, nor shall it be construed as, a waiver or limitation of any State interest in the subject or any other property.

DJF 7/23/19


END OF DESCRIPTION

Parcel 1 based on the original description prepared by the California State Lands Commission Boundary Unit January 1992 as found in PRC 7611. Parcels 2 and 3 prepared 4/18/19 by the California State Lands Commission Boundary Unit.



VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors ITEM: 8.C
BY: Cynthia Allen, Administrative Services Manager 
DATE: August 6, 2019
SUBJECT: Student Interns

Recommendations: Approve unpaid student intern program.

Policy Implications: Volunteers are covered by the District's workers' compensation insurance provided by ACWA/JPIA.

Resource Impacts:

- Interns are unpaid. However, benefits in phase 2 and 3 of the program could cost the District approximately \$300 per intern.
- ACWA/JPIA workers' compensation insurance coverage currently costs about \$.50 per hour per volunteer.
- Using volunteers would increase productivity without increasing District administration, operations, and maintenance costs.

Alternatives Considered: None

Discussion: At the March 18 Water/Wastewater Committee Meeting, internship programs were discussed as a possible way to expand the "water conversation" and get more students interested in careers in the water field.

Because the State of California requires a high school diploma, GED, or one-year work experience before taking water operator exams, the internship would progress in phases.

- **Phase 1** – Shadow a District field or office employee for a minimum of 120 hours to learn about different aspects of CSD employment

- **Phase 2** – District will pay for enrollment in the California State University, Sacramento Office of Water Programs (OWP) distance learning course appropriate to the intern's training: Utility Management (Administration Intern) or Water Distribution System Operation and Maintenance (Operations Intern)
- **Phase 3** – Upon successful completion of the OWP course and receipt of their high school diploma or GED, the District will pay the State Water Resources Control Board Water Distribution Examination Application fee for interested interns

Attachments:

1. Unpaid Student Intern Program description
2. Unpaid Student Intern job descriptions
3. Internship application

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT UNPAID STUDENT INTERN PROGRAM

Program Eligibility

This program is open to students from Lompoc Unified School District in their junior or senior year of high school or first-year Allan Hancock College students.

Participants must have an overall grade point average (GPA) of 2.50 or greater, with "C" grades or higher in Math and English courses. Evidence of participation in extracurricular activities such as sports, community service, music, work, etc. is a plus.

Because interns will be in a training capacity, these positions do not require significant previous work experience in the field. However, good communication skills, knowledge of computer applications, and the ability to establish and maintain effective working relationships is highly desirable. All interns must possess, or have the ability to obtain prior to employment, a valid Class C California driver license.

Internship Opportunities

- Administration (1 student)
- Operations (1 student)

How the Program Works

The internship program is designed to provide students with meaningful work experience in the water field. Administration interns work with administration staff on common tasks and special projects. Operations interns will work in the field with water operators to perform hands-on tasks involved with water treatment and distribution and wastewater collections.

Internship Term

Intern work hours will vary and be mutually agreeable between the intern and his/her supervisor. Interns are limited to working a maximum of 20 hours per week (Monday – Friday) and the term is limited to 960 hours per fiscal year (July 1 – June 30). The relationship may be terminated by the intern or the District at any time with or without notice. All internships terminate on September 30.

Compensation

The internship is an unpaid position. However, following 120 hours of successful internship with the District, VVCS D may pay for enrollment in the California State University, Sacramento Office of Water Programs (OWP) distance learning course appropriate to the intern's training: Utility Management (Administration Intern) or Water Distribution System Operation and Maintenance (Operations Intern).

How to Apply

1. Visit VVCSO's website at <http://vvcso.org>
2. Click Employment
3. Download the internship application PDF, complete the form, and submit it to VVCSO via email at administration@vvcso.org, fax (805) 733-2109, or in person at 3745 Constellation Road before October 1.
4. Once your application is received, we will contact you via email and/or phone.
5. The General Manager and the management team will select one Administration Intern and one Operations Intern per application period.

JOB DESCRIPTION

POSITION: UNPAID STUDENT INTERN – ADMINISTRATION

DEPARTMENT: OFFICE

SUMMARY

Under immediate supervision, to perform a variety of clerical and semi-skilled clerical and administrative work consisting of extensive customer contact, general office routines and procedures, work management coordination, conservation program coordination, and other work as assigned.

The specific statements shown in each section of this job description are not intended to be all-inclusive. They represent typical elements and criteria necessary to successfully perform the job.

DISTINGUISHING CHARACTERISTICS

This is the temporary entry level in the clerical and administrative series for a first-year college student or high school junior or senior to work no more than 20 hours per week. In this position, the work to be accomplished consists of dealing with routines that would be required for other office duties, wherein some discretion and independent decision making is involved.

REPORTING RELATIONSHIPS

The Unpaid Student Intern is an at-will position and, accordingly, internship may be terminated by the intern or the District at any time without prior notice. This position reports to the Administrative Services Manager and has no supervisory duties. This unpaid intern position confers no guarantee of permanent full-time employment with the District.

DUTIES MAY INCLUDE BUT ARE NOT LIMITED TO:

Task: Operate common office equipment such as computers, printers, photocopiers, and telephones; process telephone calls, taking messages when necessary, securing proper names, telephone numbers, and extensions; provides answers to general questions from the public/employees; operate a computer including word processing, spreadsheet, and database programs; perform general records management duties, including creating and maintaining files.

Task: Assist department on projects and duties related to administration of the District; provide clerical support and word processing assistance to the General Manager, Administrative Services Manager, Operations and Maintenance Manager, Finance Administrator, Administrative Assistant, and Customer Service Representative.

PHYSICAL DEMAND

Sitting; standing; speaking; hearing; close vision; use of hands to finger, handle or feel objects, tools or controls; use of hands to write, type and use telephone; lifting, pushing, pulling and carrying (up to 25 lbs.).

QUALIFICATIONS

Knowledge of:

- Basic accounting methods and procedures.
- Correct English usage, spelling, grammar and punctuation.
- Correspondence formats.
- Current office methods and practices.
- General office procedures including the use of basic office equipment such as ten-key calculator, electric typewriter, postage meter, computer terminal, copy machine and software applications such as Microsoft Office applications.
- Handling of confidential District information.
- Proper office and telephonic etiquette.
- Records and filing techniques.
- Safe work practices.

Ability to:

- Communicate clearly both orally and in writing.
- Establish, develop and maintain effective working relationships with those contacted during the course of work, particularly customers.
- Maintain composure, tact, and helpful attitude with customers even in the face of unwarranted customer hostility.
- Maintain punctual and regular attendance.
- Operate a vehicle observing legal and defensive driving practices.
- Prepare clear and concise documents.
- Process data through utilization of District computers.
- Properly format and transcribe various communications.
- Read, understand, interpret, and apply complex materials (i.e., Board policies in Ordinances and Resolutions, etc.) to analysis and reports and use as a guide to function fully in the position.
- 10-key calculator by touch and make mathematical computations for billing adjustments.
- Type a minimum of 35 wpm using word processing programs; use spreadsheets and database systems.
- Understand and carry out oral and written instructions.

EXPERIENCE AND EDUCATION

Because interns at this level will be in a training capacity, this position does not require significant previous work experience in the applicable field.

RECOMMENDED SPECIAL REQUIREMENTS

CPR and First Aid Certification

CONDITIONS OF INTERNSHIP:

As a condition of internship, may be required to:

1. Possess a valid and appropriate Class C California Driver's License, or equivalent, and be insurable by the District's vehicle insurance carrier;
2. Be able to establish and maintain favorable interpersonal relations with co-workers, managers including District Directors and District customers.
3. Maintain high degree of reliability for punctuality and attendance.

PHYSICAL AND SENSORY REQUIREMENTS:

In general, it is necessary for the interns to maintain the effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating assigned equipment. It is also imperative that the intern be able to maintain the mental capacity allowing the making of sound decisions following specific guidelines and the demonstration of intellectual capability to deal effectively with customers in person and on the phone.

INTERN DESCRIPTION

POSITION: UNPAID STUDENT INTERN – OPERATIONS

DEPARTMENT: FIELD

SUMMARY

Under immediate supervision, to perform a variety of unskilled and semi-skilled maintenance and repair work involving water distribution and wastewater collection facilities and systems, to maintain landscaping and rights of ways/properties and perform general labor as needed, and under supervision of experienced operators, to operate, maintain, and repair water treatment plant facilities, and to do related work as assigned.

The specific statements shown in each section of this job description are not intended to be all-inclusive. They represent typical elements and criteria necessary to successfully perform the job.

DISTINGUISHING CHARACTERISTICS

This is a temporary entry level class in the Field Department for a first-year college student or high school junior or senior to work no more than 20 hours per week. Positions in this classification perform a variety of unskilled to semi-skilled tasks and general labor.

REPORTING RELATIONSHIPS

The Unpaid Student Intern is an at-will position and, accordingly, internship may be terminated by the intern or the District at any time without prior notice. This position reports to the Operations and Maintenance Manager and has no supervisory duties. This unpaid intern position confers no guarantee of permanent full-time employment with the District.

DUTIES MAY INCLUDE BUT ARE NOT LIMITED TO:

Task: Operate light power driven equipment such as pickup trucks, lawn mowers, jackhammers and miscellaneous power tools; clean and account for basic tools used on the job; perform other general landscaping and maintain area in District owned rights-of-way; report promptly to the O & M Manager any malfunction of equipment, deterioration of structures, any abnormal operating equipment, or safety issues; drive vehicles as required and assist in their routine maintenance.

Task: Assist in the installation, replacement, repairing and maintenance of water and wastewater facilities; assist in the cleaning of reservoirs and sewer lift stations; read customer meters; maintain record of work performed; related duties as assigned.

Task: Operate water treatment plant; perform water quality tests in a training mode under immediate supervision of a licensed water operator.

PHYSICAL DEMAND

Sitting; standing; walking; speaking; hearing; lifting, pushing, pulling and carrying (regularly up to 25 lbs., frequently up to 50 lbs., and infrequently up to 100 lbs.); kneeling; stooping; bending; squatting; close and distance vision; use of hands to finger, handle or feel objects, tools or controls; use of hands to write, type and use telephone; driving vehicle.

QUALIFICATIONS

Knowledge of:

- Basic water hydraulics, math, and record keeping.
- Basic tools, equipment, and practices utilized in general maintenance and construction work.
- Safe work practices.

Ability to:

- Communicate clearly and concisely, both orally and in writing.
- Control and adjust water and wastewater systems such as valves, pumps, etc.
- Establish and maintain cooperative relationships with those contacted in the course of work.
- Maintain composure, tact, and helpful attitude with co-workers, managers (including District Directors) and District customers.
- Maintain accurate records.
- Operate a vehicle observing legal and defensive driving practices.
- Operate and maintain lab equipment and chemicals and perform operator level testing of water quality parameters
- Perform heavy manual labor.
- Understand and carry out oral and written directions.
- Use light power tools required in general maintenance and construction work.
- Use specialized equipment for testing and maintaining facilities of the District.

EXPERIENCE AND EDUCATION

Because interns at this level will be in a training capacity, this position does not require significant previous work experience in the applicable field.

RECOMMENDED SPECIAL REQUIREMENTS

CPR and First Aid Certification

CONDITIONS OF INTERNSHIP:

As a condition of internship, may be required to:

1. Possess a valid and appropriate Class C California Driver's License, and be insurable by the District's vehicle insurance carrier.
2. Be required to work under adverse conditions, such as exposure to toxic chemicals and gases, confined spaces, exposure to natural weather, or work in high places or wet and muddy conditions.
3. Be able to establish and maintain favorable interpersonal relations with co-workers, management (including District Directors) and District customers.
4. Be able to pass a pulmonary function test administered by designated medical facility.

5. Be able to consistently follow safety guidelines for equipment use and working procedures.

PHYSICAL AND SENSORY REQUIREMENTS

In general, it is necessary for the intern to maintain the effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating special testing and analyzing equipment. It is also imperative that the intern be able to maintain the mental capacity allowing the making of sound decisions following specific guidelines and the demonstration of intellectual capability to deal effectively with customers in person and on the phone and to make independent decisions to protect the customers' health and sanitation and protect District and others property in emergency situations.

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

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



INTERNSHIP APPLICATION

Internship Applied For

Administration

Operations

Date of Application

Last Name

First

Middle

Address

Number and Street

City/State/Zip

Telephone Number(s) Home

Cellular

Email Address

Do you have a valid Driver's License? _____ Yes _____ No State _____ Class _____

Current School Cabrillo High School Maple High School Allan Hancock College _____

Current GPA _____ Anticipated Graduation Date _____

Emergency Contact Information

Name

Relationship

Telephone Number(s) Home

Cellular

Work

Internship Interest

Why do you wish to serve as an intern with Vandenberg Village Community Services District?

References

Please list names and addresses of three people that we may contact who have knowledge of your job skills, experience, education, and ability.

Name	Address	Daytime Phone Number	Business or Occupation

Additional Comments

Declaration

I understand and hereby acknowledge that any internship with Vandenberg Village Community Services District is unpaid and is of an "at will" nature, which means that I may resign at any time and Vandenberg Village Community Services District may discharge me at any time with or without cause. I also understand that this "at will" internship relationship may not be changed by any written document or by conduct, unless change is specifically acknowledged in writing by an authorized executive of Vandenberg Village Community Services District and that permanent employment is not guaranteed.

Applicant Certification: PLEASE READ BEFORE SIGNING. I DECLARE under penalty of perjury under the laws of the State of California that the statements made by me in this application are true, complete, and correct. I understand that statements made are subject to verification and that any misrepresentation, fraud, or omission of material may be grounds to deny District internship or forfeiture of my internship position.

Signature of Applicant _____

Date _____

Signature of Parent or Guardian _____

Date _____

SVANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors ITEM: 8.D
FROM: Joe Barget, General Manager 
DATE: August 6, 2019
SUBJECT: ACWA Election

Recommendation: Vote for a chair, vice chair, and board members to represent Region 5 of the Association of California Water Agencies (ACWA).

Policy Implications: The District has been a member of ACWA since 1989. We obtain insurance coverage and contract for employee health, dental, vision, and life insurance benefits through ACWA.

Resource Impacts:

- ACWA membership dues for 2019 were \$11,550.
- The annual costs of insurance and employee benefits through ACWA are about \$54,000 and \$143,000, respectively.

Alternatives Considered: Authorize the primary District representative to ACWA (Director Brooks) to cast a ballot on behalf of the District.

Discussion: ACWA is divided into 10 geographic regions. VVCS D is a member of Region 5 which has 47 public agency members and extends from Santa Barbara County north to Contra Costa County.

The attached ballot lists candidates to represent Region 5 for the 2020-2021 term. The Board may vote for the slate of officers recommended by the Region 5 Nominating Committee or for individual candidates for each position. The ballot must be returned by September 30.

Attachment: ACWA Region 5 Board Ballot

OFFICIAL

REGION 5 Board Ballot

2020-2021
TERM

CLEAR FORM



Please return completed ballot by September 30, 2019

E-mail: regionelections@acwa.com
Mail: ACWA
910 K Street, Suite 100
Sacramento, CA 95814

General Voting Instructions:

- 1 You may either vote for the slate recommended by the Region 5 Nominating Committee or vote for individual region board members. Please mark the appropriate box to indicate your decision.
- 2 Please complete your agency information. The authorized representative is determined by your agency in accordance with your agency's policies and procedures.

1 Nominating Committee's Recommended Slate

I concur with the Region 5 Nominating Committee's recommended slate below.

CHAIR: Frank Mellon, Board Member, East Bay Municipal Utility District

VICE CHAIR: John Varela, Director - District 1, Santa Clara Valley Water District

BOARD MEMBERS:

- **Ernesto A. Avila**, Director, Contra Costa Water District
- **Mary Bannister**, Director - Division B, Pajaro Valley Water Management Agency
- **Jack Burgett**, Director, North Coast County Water District
- **Bill Rosen**, Director, Goleta Water District
- **Katherine A. Stewart**, Director, Vandenberg Village Community Services District

Individual Board Candidate Nominations

I do not concur with the Region 5 Nominating Committee's recommended slate. I will vote for individual candidates below as indicated.

CANDIDATES FOR CHAIR: (CHOOSE ONE)

Frank Mellon, Board Member, East Bay Municipal Utility District

Sarah Palmer, Director, Zone 7 Water Agency

Katherine A. Stewart, Director, Vandenberg Village Community Services District

John H. Weed, Director, Alameda County Water District

CANDIDATES FOR VICE CHAIR: (CHOOSE ONE)

Frank Mellon, Board Member, East Bay Municipal Utility District

Sarah Palmer, Director, Zone 7 Water Agency

Katherine A. Stewart, Director, Vandenberg Village Community Services District

John H. Weed, Director, Alameda County Water District

CANDIDATES FOR BOARD MEMBERS: (MAX OF 5 CHOICES)

Ernesto A. Avila, Director, Contra Costa Water District

Mary Bannister, Director - Division B, Pajaro Valley Water Management Agency

Jack Burgett, Director, North Coast County Water District

Richard (Ric) Lohman, Director, Montara Water & Sanitary District

Frank Mellon, Board Member, East Bay Municipal Utility District

Sarah Palmer, Director, Zone 7 Water Agency

Bill Rosen, Director, Goleta Water District

Katherine A. Stewart, Director, Vandenberg Village Community Services District

John Varela, Director - District 1, Santa Clara Valley Water District

John H. Weed, Director, Alameda County Water District

2

AGENCY NAME _____

AUTHORIZED REPRESENTATIVE _____ DATE _____

VVCSD – Water/Wastewater Chemistry and Standards

in parts per million (ppm)

Context	Sodium (Na)	Chloride (Cl)	Total Dissolved Solids (TDS)	Reference
Water	"Maximum Contaminant Level" (MCL)	500	1,000	Federal 1974 Safe Drinking Water Act Title 22, California Code of Regulations
	Groundwater Wells	98	746	VVCSD Data (2018)
	After Filtration and Treatment	100	710	
Wastewater	"Limitation of Discharge" ... into the sewer system	270	1,100	Lompoc Ordinance
	"Effluent Limitation" ... at the outfall	270	1,100	NPDES Permit for LRWRP
	"Water Quality Objective" ... in the Lompoc Plain Aquifer	100	1,000	
	VVCSD Effluent ... from the village	288 - 323	387 - 454	1,321 - 1,460

