

Board of Directors

Steve Dietrich, President
Myron Heavin, Vice President
Matthew Starbuck, Director
Jorge Magana, Director
Jim Keeling, Director



1550 East Burton Mesa Blvd.
Lompoc, California, 93436-2100
805.733.4366
www.mhcsd.org
Brad Hagemann, General Manager

Mission Hills Community Services District Board of Directors

Regular Meeting

Wednesday, October 18, 2023

4:30 PM

1550 East Burton Mesa Blvd, Lompoc, CA - District Board Room

Agenda

Public and staff may access the meeting via Zoom:

URL to sign in for video access.

<https://zoom.us/j/9467006985?pwd=TnBqZGJXbWhCNUdJNXhMZGU3alhDZz09>

Meeting ID: 946 700 6985

To access the meeting via telephone:

Dial in 1 (669) 900-9128

Director Steve Dietrich attending via Teleconference at:

2835 Lewis Drive, Lompoc, CA 93436

Director Matthew Starbuck attending via Teleconference at:

3170 Christopher Dr. Lompoc, CA 93436

1. Call to Order and Pledge of Allegiance

2. Roll Call

3. Public Comment – Members of the public may address the Board on any item within the jurisdiction of the Board not included on this agenda for up to 3 minutes (Government Code Section 54954.3). **If you are unable to attend, you can submit comments in advance of the meeting to admin@mhcsd.org before 1:00 PM, Tuesday, October 17, 2023.**

4. Closed Session

A. PUBLIC EMPLOYMENT Pursuant to Government Code section 54957(b)

Title: General Manager

B. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Government Code section 54957.6

Agency Designated Representative: District Counsel, Timothy Carmel

Unrepresented Employee: General Manager

RECONVENE

Report out of Closed Session

5. Consent Agenda - Staff recommends Directors approve the Consent Agenda in one motion. Members of the public may comment on a consent item (3-minute maximum per speaker). Directors may pull a consent item for discussion or separate vote.

A. Consideration of Approval of Minutes from:

- i) September 13, 2023 Special Board Meeting
- ii) September 20, 2023 Regular Board Meeting

B. Activity Reports for September

- i) General Manager and Administration Reports
- ii) Water and Wastewater
- iii) Goals and Committee Updates

C. Financial Reports

- i) Revenue and Expenses Previous Year Comparison
- ii) Disbursements Journal
- iii) Variation from Projected Income
- iv) Bank Account Summary
- v) Budget to Actual

6. Regular Business

- A. Sustainable Groundwater Management Act (SGMA): Discuss and Consider Ratifying a Joint Powers Agreement for the Western Management Area of the Santa Ynez River Valley Groundwater Basin**

7. Communications - The Board of Directors may ask a question for clarification, make an announcement, or report briefly on recent activities or conferences. Also, Directors may provide reference to staff or other resources for information, direct staff to place a topic or report on a future committee or regular meeting agenda.

- A. General Manager's Comments**
- B. Directors' Comments**
- C. Public Comments (up to 3 minutes for topics within the District's jurisdiction)**

Regular Board Meetings are held on the third Wednesday of each month beginning at 4:30 PM Copies of the staff reports, or written materials provided for Mission Hills CSD for Open Session agenda items may be obtained upon request and are also available at the Customer Service Counter of the District Office for public inspection and reproduction during regular business hours. Closed Session items are not available for public review.

In compliance with the Americans with Disabilities Act If you need special assistance to participate in this meeting or if you need the agenda or other documents in the agenda packet provided in an alternative format, contact Board Secretary at 805.733.4366 at least 48 hours before the meeting to ensure that reasonable arrangements can be made. (Agenda Prepared under Government Code Section 54954.2)

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Brad Hagemann, General Manager

**Mission Hills Community Services District Board of Directors
Special Meetings Minutes
Wednesday, September 13, 2023
1550 East Burton Mesa Blvd, Lompoc, CA - District Board Room**

The Special Meeting of the Board of Directors of the Mission Hills Community Services District was called to order at 4:32 pm on Wednesday, September 13, 2023, at the District Meeting Room, 1550 East Burton Mesa Boulevard, Lompoc, California.

DIRECTORS PRESENT:

By roll call: Matthew Starbuck, Myron Heavin and Jorge Magana and Jim Keeling.

DIRECTORS ABSENT:

None

STAFF PRESENT:

Brad Hagemann

OTHERS PRESENT:

Tim Carmel & Steve Dietrich participated Via Zoom

1. **Call to Order and Pledge of Allegiance**
2. **Roll Call**
3. **Public Comment-** No public comment received.
4. **Closed session-**
 - A. Conference with Legal Counsel - Anticipated Litigation
Initiation of litigation Pursuant to Government Code Section 54956.9(d)(4)
 - B. Public Employment Pursuant to Government Code Section 54957(b)
Position General Manager

Reconvene

Reports out of closed session- No reportable action.

With no further business to come before the Board, the meeting was adjourned at 5:03 PM.

Respectfully submitted:

Lupe Huitron

X

Steve Dietrich, President

X

Lupe Huitron, Board Secretary

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Brad Hagemann, General Manager



Board of Directors

Steve Dietrich, President
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Jorge Magana, Director

**Mission Hills Community Services District Board of Directors
Regular Meetings Minutes
Wednesday, September 20, 2023
1550 East Burton Mesa Blvd, Lompoc, CA - District Board Room**

The Regular Meeting of the Board of Directors of the Mission Hills Community Services District was called to order at 4:34 pm on Wednesday, September 20, 2023, at the District Meeting Room, 1550 East Burton Mesa Boulevard, Lompoc, California.

DIRECTORS PRESENT:

By roll call: Matthew Starbuck, Myron Heavin, Jorge Magana, and Jim Keeling. Steve Dietrich participated remotely through Via Zoom.

DIRECTORS ABSENT:

None

STAFF PRESENT:

Lupe Huitron, Carol Reynolds, Javier Rodriguez, Angel Diosdado, and Jose Acosta

OTHERS PRESENT:

Adam Guise participated via zoom.

1. Call to Order and Pledge of Allegiance

2. Roll Call

3. Public Comment- No public comment received.

4. The Board did not convene into Closed Session

5. Consent Agenda-

A. Approval of Minutes

i.) August 16, 2023, Regular Meeting

B. Activity Reports for September

i.) General Manager and Administrative Reports

ii.) Water and Wastewater

C. Financial Reports

- i) Revenue and Expenses Previous Year Comparison
- ii) Disbursements Journal
- iii) Variation from Projected Income
- iv) Bank Account Summary
- v) Budget to Actual

Approved Consent Items

Motion made by Director Keeling and seconded by Director Starbuck, approve the Consent Agenda as presented Motion **passed 5-0 vote.**

6. Regular Business Items

A. Receive and approve audited financial statements for Fiscal Year 2021/22

Motion made by Director Heavin and Second by Director Magana to approve the audited Financial Statements for Fiscal Year 2021-22. Motion passed 5-0

7. Communications - The Board of Directors may ask a question for clarification, make an announcement, or report briefly on recent activities or conferences. Also, Directors may provide a reference to staff or other resources for information, direct staff to place a topic or report on a future committee or regular meeting agenda.

A. General Manager’s Comments- None

B. Directors’ Comments- None

C. Public Comments-None

With no further business to come before the Board, the meeting adjourned at 5:25PM

Respectfully submitted:

Lupe Huitron

X

Steve Dietrich, President

X

Lupe Huitron, Board Secretary



General Manager and Administrative Activity Reports for
September 2023

Administrative Assistant/Board Secretary

- Scanned invoices/mail to Administrative Services Manager
- Printed Receipts emailed to me and filed away for Administrative Services Manager
- Met with General Manager and JPIA Senior Risk Control Advisor and discussed good safety and seeking improvement.
- Completed a couple public record requests.
- Legal Counsel and I discussed certain topics authorized to be discussed under the Brown act.
- Mailed out checks for Administrative Services Manager
- Scanned & Uploaded documents needed to our shared Drive.
- Updated staff and Board Member data log sheet trainings
- Updated Committee Assignments to reflect changes.
- Scheduled committee Meetings
- Assisted Customers with payments.

Customer Service/Account Receivables

- Applied 10% late fee non pay Sept: # 119 accounts.
- Past due accounts more than 60 days: noticed for 7 business days then turned off: 5 accounts Sept.
- Total funding received from 12/2022 to the current date is \$ 15,230 California Low Income water program Customers call 2-1-1 to see if they qualify- a check is mailed to MHCS D within 6-8 weeks.



General Manager and Administrative Activity Reports for
September 2023

Administrative Services Manager

- Participated in GM Recruitment Process
- Finalized Prior FYE Audit
- Reviewed Priorities with Operations Manager on Weekly Basis
- Reviewed Priorities with General Manager on Weekly Basis
- Reviewed Grant Availability on Daily Basis
- Completed Fund Transfers
- Worked to Obtain Updated Solar/Battery Proposals
- Continued to Address District Needs When GM on Vacation
- Reviewed Needs for Capacity Charge Study

General Manager Report

Water Tank Repair Project

Repair and exterior coating work is scheduled to begin on the West Tank on October 30, 2023. The scope of work on the West tank will include replacement of the roof hatch and the roof vent, installation of a new exterior ladder and door, new roof guardrails, safety ladder and also sandblasting and re-coating the exterior of the West Tank.

Burton Ranch Development Project, Facility Design Work

Stantec Engineering has started work on Tasks 1-3 of their professional services proposal. Those Tasks include Site Mapping; Geotechnical Investigation; and Operational Analysis. The Site mapping and the geotechnical investigation field work has been completed. Staff has responded to Stantec's information request and Stantec is in process of preparing a draft report. Staff has requested an update from the Burton Ranch Development team regarding the status of entitlement agreements with the City and their anticipated project start date. Staff will provide an oral update at the Board meeting.

Response to October 9th Power Outage

I am happy to report that staff promptly responded to the recent power outage which included transporting the back-up generator to the Mesa Oaks lift station. Staff had the lift station up and running within 30 minutes of the power going out. No sewage spills occurred because of the quick action by Operations staff.



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General Manager, Brad Hagemann

Board of Directors:

President; Steve Dietrich
Vice President; Myron Heavin
Director; Jim Keeling
Director; Matthew Starbuck
Director; Jorge Magana

**MISSION HILLS COMMUNITY SERVICES DISTRICT
Water Reports – September 2023**

Monthly Water Distributed: 16.7 MG

Daily average: 0.55 MGD

Monthly Water Sold: 14.4 MG

Monthly Wastewater Influent: 5.4 MG

Wells

- Received Well 6 annual source test report from Air-X Testing services Inc.

Water Treatment Plant

- Installed new chemical pump for Sodium Hypochlorite.

Compliance

- Completed and submitted State Water Resource Control Board (SWRCB) monthly reports.
- Submitted the Annual Lead and Copper Report. Results came under the maximum exceeded level 90th percentile of 2 mg/L for Copper and 15 ppb for Lead.
Results: **0.57** for Copper and **Non-detect** for Lead
- Submitted Annual Disinfection By-Products Report for 2023.

Distribution System Maintenance/Repair

- Replaced **38** Hersey meters to Kamstrup meters.
- Repaired **3** service line leaks and **1** main line repair.
- Preventative Maintenance Program: **August**
 - Hydrant Maintenance: **12**
 - Valve exercised: **13**



**MISSION HILLS COMMUNITY SERVICES DISTRICT
Wastewater Report – September 2023**

Total Plant Monthly Influent flow: 5.4 MG

Average Daily Flow: 181,009 GPD

Ratio of Avg Daily Water produce to Avg. Daily Wastewater Flow: 181,009/ 559,733 = 32%

Compliance

- Submitted CIWQS monthly No-Spill Report for the month of September.
- Collected all weekly settleable solids samples.

Collection System/Lift Station

- Continued monitoring of Wet well Wizard. No further smell complaints

Wastewater Plant

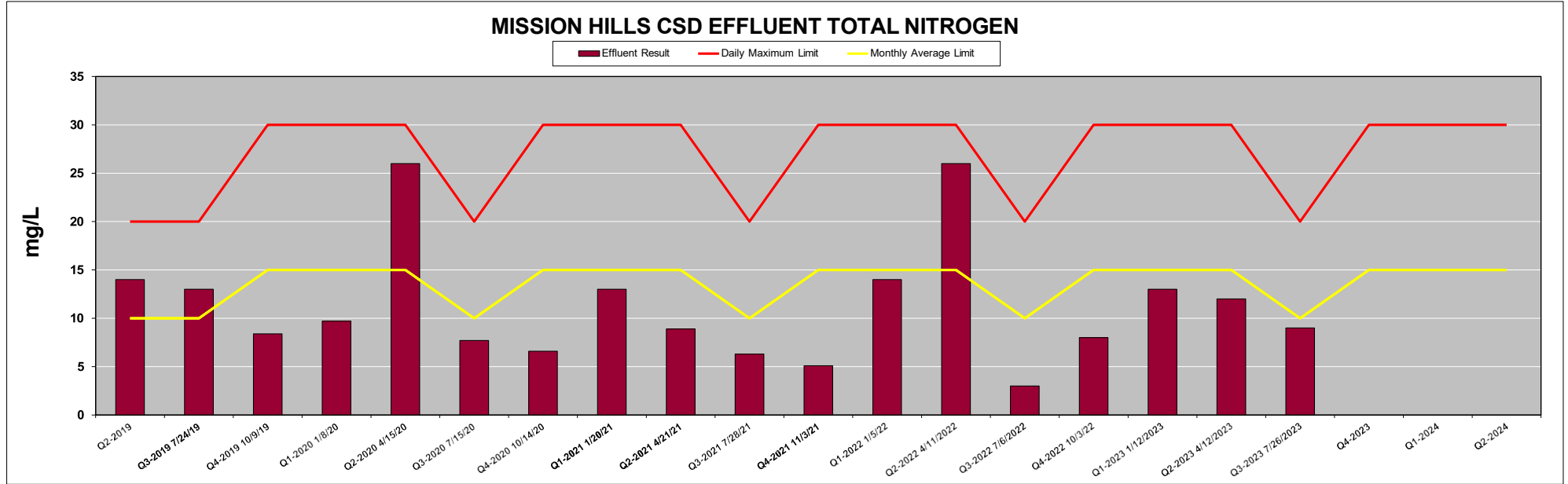
- Recycle pump impeller parts on back order, SPI will notify.

Chlorides (mg/L)				
	4Q 2022	1Q 2023	2Q 2023	3Q 2023
Well 5	160	O/L	150	160
Well 6	120	110	130	120
Well 7	O/L	100	100	110
WW Influent	240	300	200	400

MISSION HILLS CSD EFFLUENT TOTAL NITROGEN (mg/L)

Consent Item 5. B ii

MONTH	7/24/2019	8/20/2019	10/9/2019	1/8/2020	4/15/2020	7/15/2020	10/14/2020	1/20/2021	4/21/2021	7/28/2021	11/3/2021	1/5/2022	4/11/2022	7/6/2022	10/3/2022	1/12/2023	4/12/2023	7/26/2023	Q4-2023	Q1-2024	Q2-2024
Daily Maximum Permit Limit	20	20	30	30	30	20	30	30	30	20	30	30	30	20	30	30	30	20	30	30	30
Monthly Average Limit	10	10	15	15	15	10	15	15	15	10	15	15	15	10	15	15	15	10	15	15	15
Effluent Result	14	13	8	10	26	8	7	13	9	6	5	14	26	3	8	13	12	9			



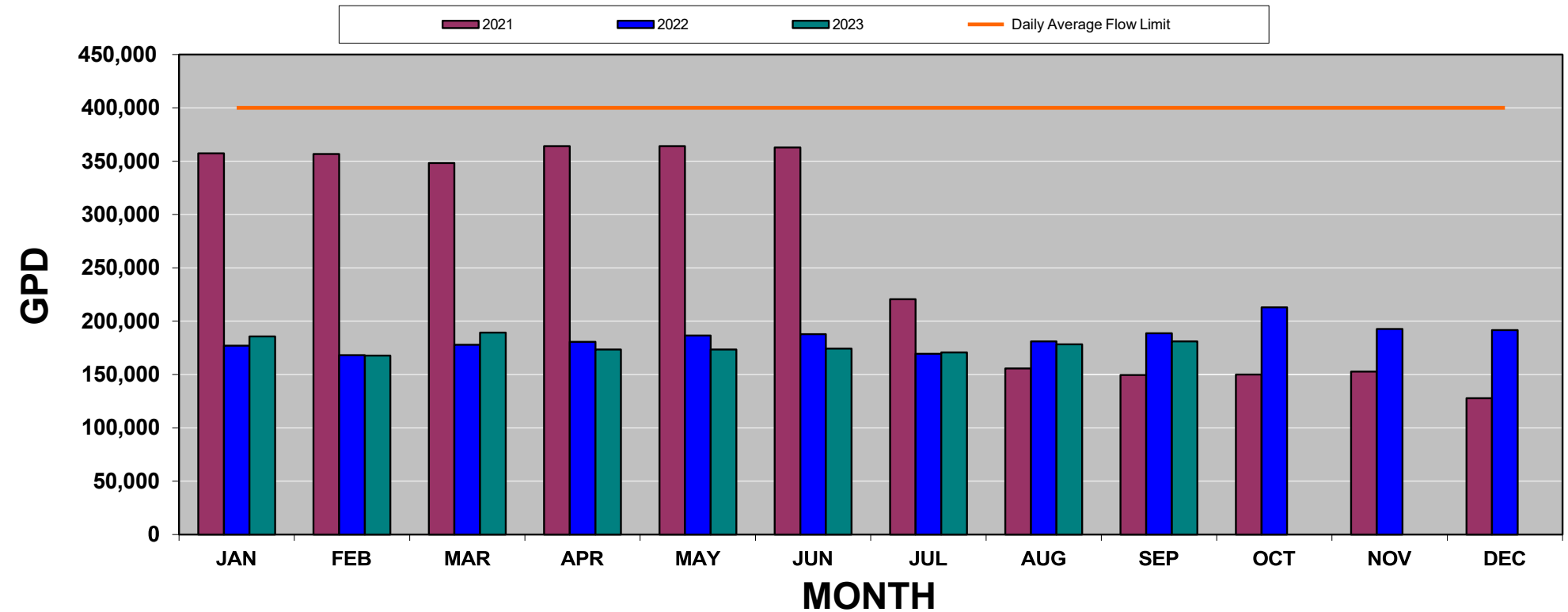
MHCSD AVERAGE DAILY WASTEWATER FLOW (GPD)

MONTH	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Daily Average Flow Limit	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000
2021	357,387	356,786	348,300	364,137	364,059	362,893	220,668	155,799	149,498	149,936	152,728	127,829
2022	177,041	168,115	177,989	180,559	186,491	187,850	169,490	181,125	188,697	212,966	192,728	191,717
2023	185,814	167,689	189,351	173,446	173,446	174,311	170,812	178,317	181,009			

July 2021- Sept. 2022 Recycle flow was removed from total effluent flow.

Jan 2021- Jun 2021 inaccurate Flo-dar meter readings

MISSION HILLS CSD AVERAGE DAILY FLOW

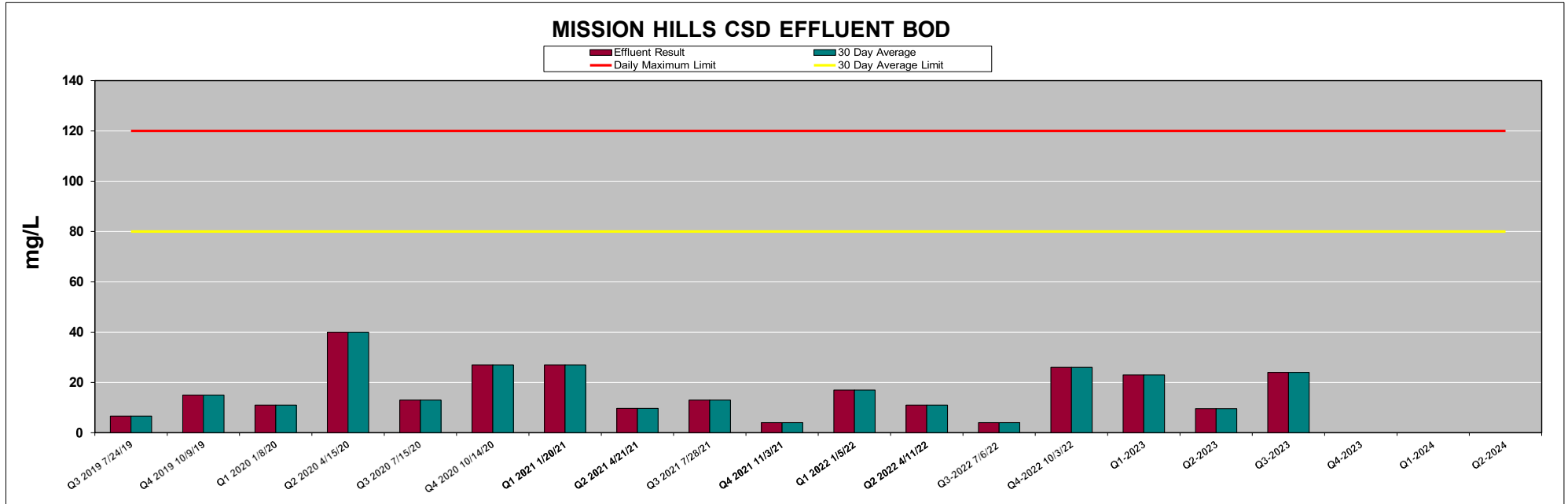


MISSION HILLS CSD EFFLUENT BOD (mg/L)

Consent Item 5. B ii

MONTH	7/24/2019	10/9/2019	1/8/2020	4/15/2020	7/15/2020	10/14/2020	1/20/2021	4/21/2021	7/28/2021	11/3/2021	1/5/2022	4/11/2022	7/6/2022	10/3/2022	1/12/2023	4/12/2023	7/26/2023	Q4-2023	Q1-2024	Q2-2024
Daily Maximum Permit Limit	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120
30 Day Average Permit Limit	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80
Effluent Result	7	15	11	>40	13	27	27	10	13	<4.0	17	11	<4.0	26	23	10	24			
30 Day Average	7	15	11	>40	13	27	27	10	13	<4.0	17	11	<4.0	26	23	10	24			

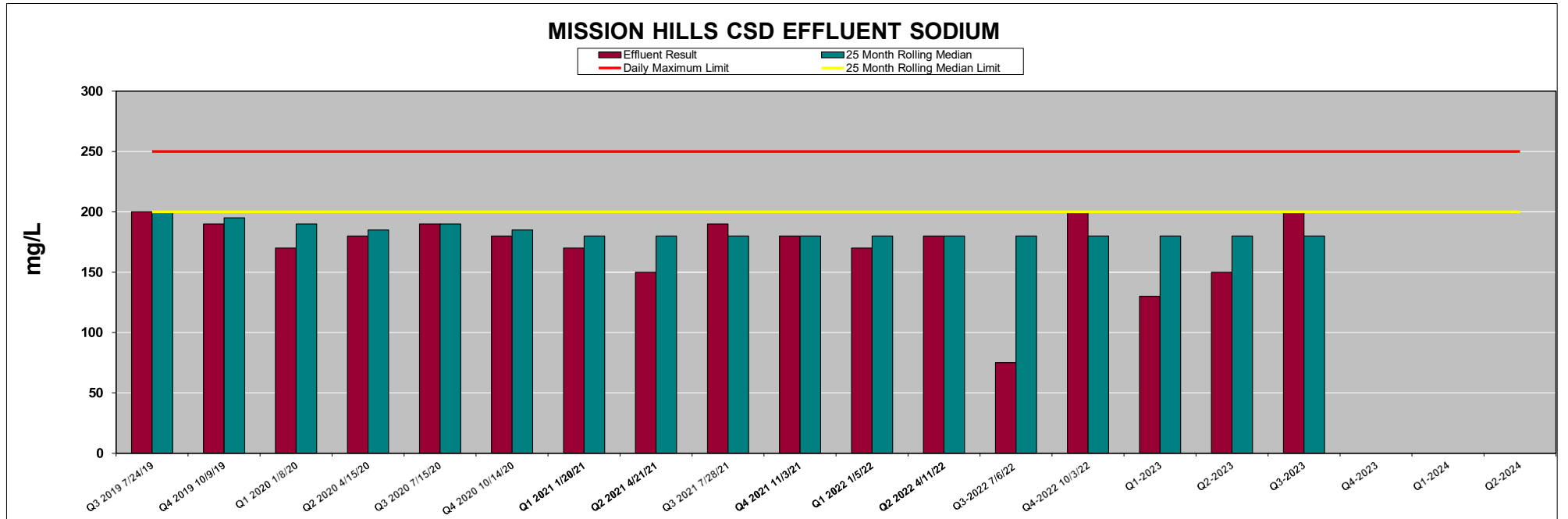
Non-detect, estimated, and greater than (>) results are graphed at their reporting levels or as reported by lab.



MISSION HILLS CSD EFFLUENT SODIUM (mg/L)

Consent Item 5. B ii

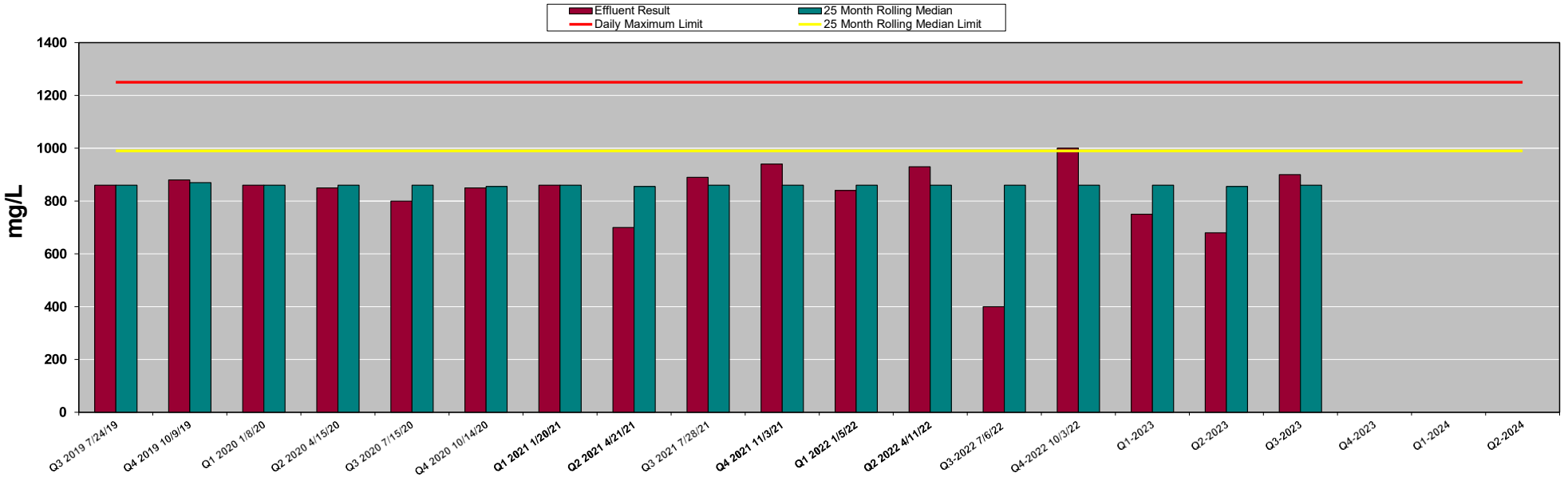
MONTH	7/24/2019	10/9/2019	1/8/2020	4/15/2020	7/15/2020	10/14/2020	1/20/2021	4/21/2021	7/28/2021	11/3/2021	1/5/2022	4/11/2022	7/6/2022	10/3/2022	1/12/2023	4/12/2023	7/26/2023	Q4-2023	Q1-2024	Q2-2024	
Daily Maximum Permit Limit	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250
25 Month Rolling Median Limit	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200
Effluent Result	200	190	170	180	190	180	170	150	190	180	170	180	75	200	130	150	200				
25 Month Rolling Median	200	195	190	185	190	185	180	180	180	180	180	180	180	180	180	180	180				



MISSION HILLS CSD EFFLUENT TOTAL DISSOLVED SOLIDS (mg/L)

MONTH	7/24/2019	10/9/2019	1/8/2020	4/15/2020	7/15/2020	10/14/2020	1/20/2021	4/21/2021	7/28/2021	11/3/2021	1/5/2022	4/11/2022	7/6/2022	10/3/2022	1/12/2023	4/12/2023	7/26/2023	Q4-2023	Q1-2024	Q2-2024	
Daily Maximum Permit Limit	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250
25 Month Rolling Median Limit	990	990	990	990	990	990	990	990	990	990	990	990	990	990	990	990	990	990	990	990	990
Effluent Result	860	880	860	850	800	850	860	700	890	940	840	930	400	1,000	750	680	900				
25 Month Rolling Median	860	870	860	860	860	855	860	855	860	860	860	860	860	860	860	855	860				

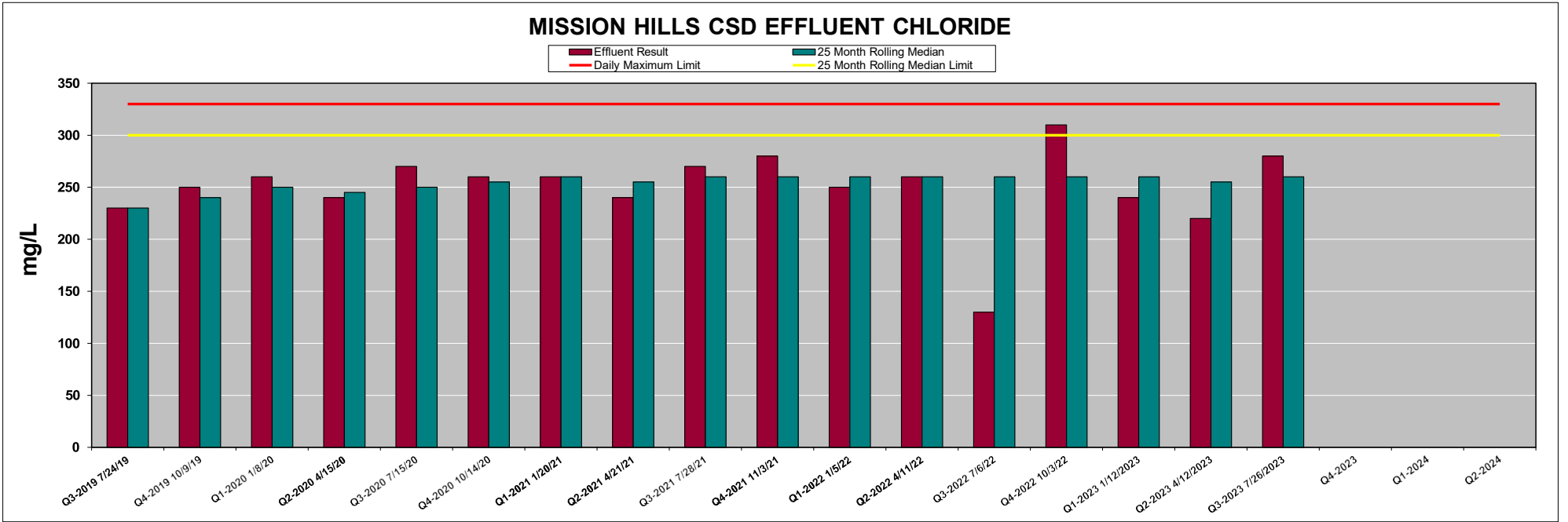
MISSION HILLS CSD EFFLUENT TOTAL DISSOLVED SOLIDS



MISSION HILLS CSD EFFLUENT CHLORIDE (mg/L)

Consent Item 5. B ii

MONTH	7/24/2019	10/9/2019	1/8/2020	4/15/2020	7/15/2020	10/14/2020	1/20/2021	4/21/2021	7/28/2021	11/3/2021	1/5/2022	4/11/2022	7/6/2022	10/3/2022	1/12/2023	4/12/2023	7/26/2023	Q4-2023	Q1-2024	Q2-2024	
Daily Maximum Permit Limit	330	330	330	330	330	330	330	330	330	330	330	330	330	330	330	330	330	330	330	330	330
25 Month Rolling Median Limit	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300
Effluent Result	230	250	260	240	270	260	260	240	270	280	250	260	130	310	240	220	280				
25 Month Rolling Median	230	240	250	245	250	255	260	255	260	260	260	260	260	260	260	255	260				



Top Goals

Established by Board of Directors

(Staff recommends the Board of Directors consider updating the Top Goals on an annual or by-annual basis)

1. Wastewater TN (Total Nitrogen), Na (Sodium) & Chloride concentration reduction plan and compliance with RWQCB Time Schedule Order.

Staff continues to carefully monitor the treatment system to keep the effluent total Nitrogen levels in compliance with the TSO and WDR standards. The most recent compliance monitoring results and process control monitoring results have remained below the permit limits. Staff continues to work on isolating the pond valves so we can perform maintenance and repair as needed and we are working on implementing chloride reduction measures by inspecting areas that have the highest level of chlorides in their wastewater and offering information and encouragement to change out older water self-regenerating systems to canister exchange systems. RWQCB conducted an inspection on July 19, 2023. We expect to receive a report from them within the next few weeks. [No Changes]

2. General Manager Recruitment

The Board met in Closed Session at a Special Meeting on September 13th, 2023, to discuss the progress on the GM Recruitment. The Personnel Committee met on October 11th and Board will meet in Closed Session at the October 18th Board meeting to further discuss the hiring process.

3. Cost Reduction – Energy usage and other applicable initiatives

Please refer to the Energy Committee Update. [No Changes]

4. Public Outreach – Implement regular on-line communications to the community.

Staff continues to post content on the Districts Facebook page, Facebook Forums, District's Bulletin Board, District's website, and the Next-Door local Neighborhood website. A variety of Topics have been posted via social media. Staff has been posting a new item about every three weeks. Staff most recently posted an item on the importance of continuing with our water conservation practices, even though we had an above rainfall season in 2022/23.

5. Pursue Grant Funding Opportunities for Capital Projects

Staff has attended several grant funding webinars and has signed up to receive electronic notices of grant funding and low interest loan opportunities. Staff receive weekly notices on grant opportunities, but to date the grants are only available for certain types of projects or Agencies and they are not applicable to the District. We will continue to monitor grant opportunities. [No Changes]

MHCSD COMMITTEE MEETING UPDATES**October 18, 2023 , Board Meeting**

(Updated October 13, 2023)

Committee	Summary Discussion	Completed Meeting Date
Water Starbuck & Dietrich Alt-Heavin	Committee members met on October 13, 2023, to discuss the status of the design of the Burton Ranch projects. The next regular meeting is scheduled for November 8 th , if needed.	October 13, 2023
Wastewater Starbuck & Dietrich Alt-Heavin	Committee members provided an oral summary of their March 13 th meeting at the March 29 th Board meeting. The Committee did not need to meet on October 11 th , 2023. The next meeting is scheduled for November 8 th , if needed.	March 13, 2023
Finance Dietrich & Keeling Alt-Starbuck	The Committee members met on June 14, 2023, to discuss retaining a consultant to update the District's Water and Sewer Connection Fees. The Board did agree to retain Tuckfield and Associates to prepare an updated Connection Fee Study. The Committee did not need to meet on October 11 th . The next meeting is scheduled for November 8 th , if needed.	June 14, 2023
Energy Heavin & Starbuck Alt-Magana	On August 2 nd , Director Heavin and GM Hagemann met with a representative from Rare Electric to discuss a battery option for the WWTP and the sewage lift station. Staff provided the Rare representative with the last since months of PG&E data. Rare agreed to work up an estimate for installing batteries. On Sept 19 th , Mr. Chris Wolf, Owner of Rare Electric provided an estimate to install a solar panel and battery system for the Mesa Oaks Lift Station. His email and budget estimate is attached to this staff report. I asked Mr. Wolf to prepare a "battery only" proposal for the WWTP.	August 12, 2023
Personnel Keeling & Magana Alt-Dietrich	Committee Members met on October 11, 2023, to discuss the status of the GM recruitment process. The Committee will provide a report and recommendation to the full Board at the October 18 th Board meeting. The next meeting is scheduled for November 8 th , if needed.	October 11, 2023
GSA for WMA Heavin Alt-Jim Keeling	The WMA GSA met on September 27, 2023. The Agenda for the meeting is provided as an attachment to this report. Director Heavin will provide a summary of the Meeting at the October 18, 2023, Board meeting. The next GSA meeting is scheduled for October 25, 2023	September 27, 2023

<p>Community Engagement Heavin & Keeling Alt-Magana</p>	<p>Staff continues to post content on social media, the District's Bulletin Board, the District's website, and the Next-door Neighborhood website. Based on directions from the Board, staff recently posted an informational item related to water conservation. Next meeting TBD.</p>	<p>September 8, 2023</p>
<p>Development Dietrich & Keeling Alt-Starbuck</p>	<p>Development Committee did not meet. Next meeting TBD.</p>	

Bradley Hagemann

From: Chris Wolf <Cwolf@rareelectric.com>
Sent: Tuesday, September 19, 2023 9:37 AM
To: Bradley Hagemann
Subject: FW:Scans
Attachments: Proposal_1500_Burton_Mesa_Blvd (2).pdf; 60K-3P-480V-N_SpecSheet.pdf; QuotesReport_1047673.pdf; DD5300-MK-Data-Sheet-Rev4-10-21.pdf

Brad, here is some information that made my junk folder! I emailed barrett again to follow-up on the WWTP battery size. So what it looks like is he quoted battery and solar for the Lift Station. Now these numbers do not have "electrical" attached. But a general rule of thumb for us to install everything quoted is 1/2 of the total quoted price for the solar and batteries.

Battery's and solar with tax= \$130,284.31

Electrician to install and hook-up= \$65,142.16

Total= **\$195,426.47** (for the LIFT STATION)

Now this is just a budget! That can probably be narrow down and given better numbers, and we could loose the solar. BUT your still around \$150k for just the lift station.

Hope this helps... as soon as he sends the WWTP design and quote I will forward it to you.

Chris Wolf

Owner
901 E Ocean Ave
Lompoc, CA 93436
(805) 736-0089 office
(805) 757-0186 cell
cwoolf@rareelectric.com



From: Barrett M Thomas <barrett.thomas@greentechrenewables.com>
Sent: Wednesday, September 6, 2023 2:13 PM
To: Chris Wolf <Cwolf@rareelectric.com>
Subject: RE: Scans

CAUTION This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Chris,
I dug into this and have a design for the 1500 Burton Mesa site. This is the larger of the two sites:

For this I drew up two large arrays for 63kW of solar and a new 3-PH inverter/charger from Sol-Ark. These are also hooked up to 74kWh worth of 3PH configured batteries.

Take a look at the proposal here and let me know what you think. I should have another design for the 2nd site soon for you.

Cheers!



Barrett Thomas

Outside Sales - Greentech Renewables - San Luis Obispo

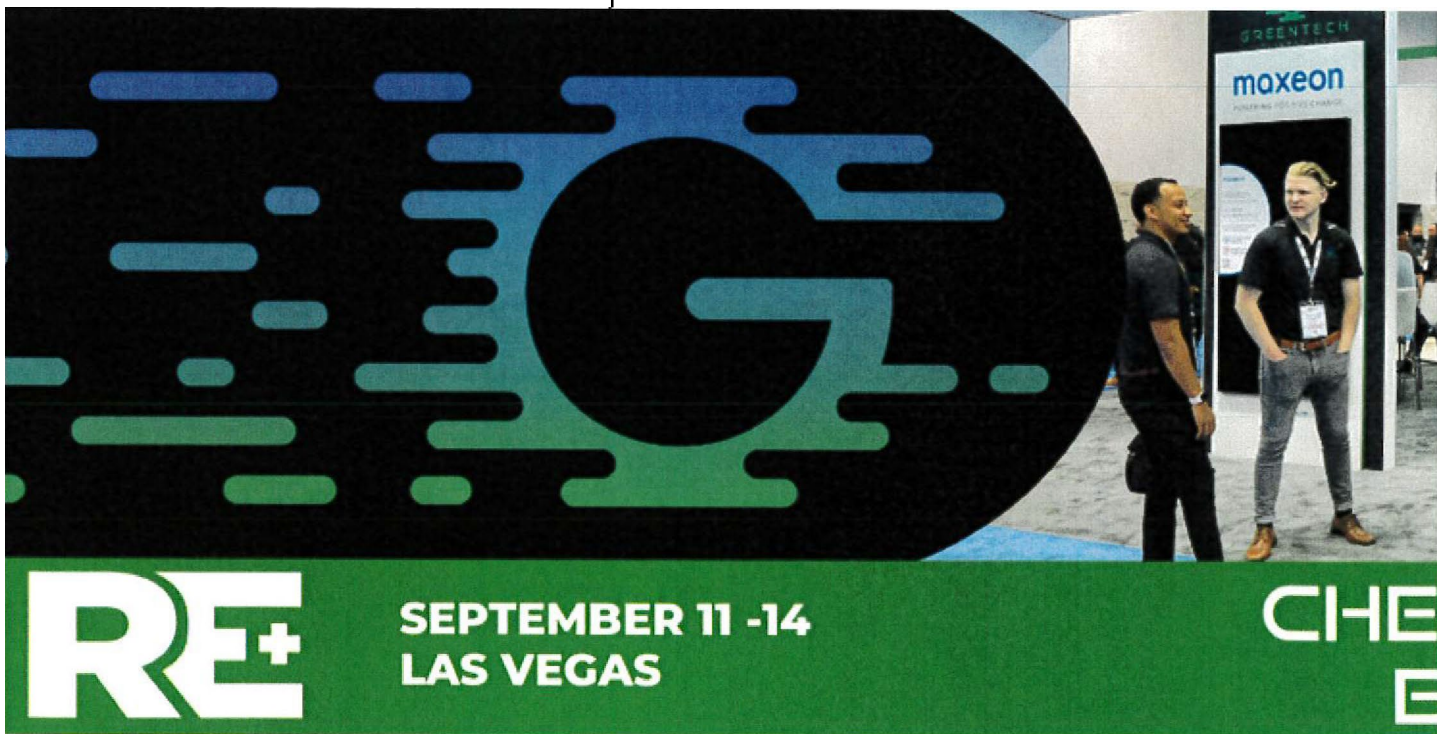
Direct: 661-706-5285

Office: 805-234-9099

1075 Farmhouse Ln.

San Luis Obispo, CA 93401

<https://cedgreentechslo.portalced.com/>



From: Chris Wolf <Cwolf@rareelectric.com>
Sent: Wednesday, September 6, 2023 12:21 PM
To: Barrett M Thomas <barrett.thomas@greentechrenewables.com>
Subject: Re: Scans

EXTERNAL EMAIL

Barrett? Any idea on when I can expect this design/budget?

Sent from my iPhone

NOTICE AND AGENDA OF REGULAR MEETING

GROUNDWATER SUSTAINABILITY AGENCY FOR THE WESTERN MANAGEMENT AREA
IN THE SANTA YNEZ RIVER GROUNDWATER BASIN

HELD AT

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT, MEETING ROOM
3745 CONSTELLATION RD, LOMPOC, CALIFORNIA

AT 10:00 A.M. WEDNESDAY, SEPTEMBER 27, 2023

Optional remote public participation is available via Telephone or ZOOM

To access the meeting via telephone, please dial: 1-669-900-6833 or 1-669-444-9171
or via the Web at: <http://join.zoom.us>

"Join a Meeting" - **Meeting ID 841 7821 0361 Meeting Passcode: 679114**

*** Please Note***

The above teleconference option for public participation is being offered as a convenience only and may limit or otherwise prevent your access to and participation in the meeting due to disruption or unavailability of the teleconference line. If any such disruption of unavailability occurs for any reason the meeting will not be suspended, terminated, or continued. Therefore in-person attendance of the meeting is strongly encouraged.

AGENDA OF REGULAR MEETING

1. Call to Order and Roll Call
2. Additions or Deletions to the Agenda
3. Public Comment (Any member of the public may address the Committee relating to any non-agenda matter within the Committee's jurisdiction. The total time for all public comment shall not exceed fifteen minutes and the time allotted for each individual shall not exceed five minutes. No action will be taken by the Committee at this meeting on any public comment item.)
4. Review and consider approval of meeting minutes of August 23, 2023
5. Review and summary of request(s) for WMA GSA written verification under Executive Order N-7-22 as amended in Executive Order N-5-23 for well permits processed by County EHS in the WMA
 - a. APN 099-100-045 Willett Family Trust
6. Receive update from Ad-Hoc Committee on WMA CAG applications
7. Receive staff update on SGMA governance
8. Consider adoption of Draft Resolution No. WMA-2023-001 "A RESOLUTION REQUIRING LANDOWNERS IN THE WESTERN MANAGEMENT AREA OF THE SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN GROUNDWATER SUSTAINABILITY AGENCY TO COMPLETE A WELL REGISTRATION FORM"
9. Receive Staff update on SGMA Implementation grant award
10. Discuss WMA future cost-sharing agreement and funding of future WMA projects
11. Next WMA GSA regular meeting, Wednesday, October 25, 2023, at 10:00 a.m. at Vandenberg Village Community Services District, meeting room, 3745 Constellation Rd, Lompoc, California
12. WMA GSA Committee reports and requests for future agenda items
13. Adjournment

[This agenda was posted 72 hours prior to the scheduled regular meeting at 3669 Sagunto Street, Suite 10 I, Santa Ynez, California, and SantaYnezWater.org in accordance with Government Code Section 54954. In compliance with the Americans with Disabilities Act, if you need special assistance to review agenda materials or participate in this meeting, please contact the Santa Ynez River Water Conservation District at (805) 693-1156. Advanced notification as far as practicable prior to the meeting will enable the GSA to make reasonable arrangements to ensure accessibility to this meeting.]

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MEETING MINUTES

Groundwater Sustainability Agency for the Western Management Area in the Santa Ynez River Groundwater Basin August 23, 2023

A regular meeting of the Groundwater Sustainability Agency (GSA) for the Western Management Area (WMA) in the Santa Ynez River Groundwater Basin was held on Wednesday, August 23, 2023, at 10:00 a.m. at the Vandenberg Village Community Services District Board Room, 3745 Constellation Road, Lompoc, California.

WMA GSA Committee Members Present: Jeremy Ball, Chris Brooks, and Steve Jordan

WMA GSA Alternate Committee Members Present: Cynthia Allen, and Ron Stassi

WMA GSA Directors Absent: Committee Member and Alternate representing Mission Hills Community Services District

Staff Present: Joe Barget, Bill Buelow, Amber Thompson, and Kristin Worthley

Others Present (in person): Paeter Garcia, Carol Redhead, and Charlie Witt

Others Present (Video Conference): John Fio (EKL), Anita Regmi (DWR), Matt Scrudado, and an unnamed member of the public

1. Call to Order and Roll Call

WMA GSA Committee Chair Chris Brooks called the meeting to order at 10:00 a.m. and asked Mr. Bill Buelow to call roll. Three Committee Members were present providing a quorum. In addition, two WMA GSA Alternate Committee Members were present. The Committee Member and Alternate representing Mission Hills Community Services District (MHCSA) were absent.

2. Additions or Deletions to the Agenda

No additions or deletions were made.

3. Public Comment

There was no public comment.

4. Review and consider approval of meeting minutes of May 24 and August 9, 2023

The minutes of the WMA GSA Committee meeting on May 24, and August 9, 2023, were presented for GSA Committee approval. There was no discussion or public comment.

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WMA GSA Committee Member Steve Jordan made a MOTION to approve the minutes of May 24, and August 9, 2023, as presented. GSA Committee Member Jeremy Ball seconded the motion and it passed 3-0-1 by voice vote, with both Committee Member and Alternate from MHCS D being absent.

5. Review and consider approval of Financial Statements and Warrant List

The WMA GSA Committee reviewed the financial reports of FY 2022-23 Periods 10 through 12 (through June 30, 2023) and the Warrant Lists for April, May, and June 2023. Discussion followed. There was no public comment.

WMA GSA Committee Member Steve Jordan made a MOTION to approve the Warrant Lists of April, May, and June 2023 (Check Nos. 1006-1010) totaling \$35,367.35, as presented. WMA GSA Committee Member Jeremy Ball seconded the motion. There was no additional discussion or public comment and the motion passed 3-0-1 by voice vote, with both Committee Member and Alternate from MHCS D being absent.

6. Review and Summary of Request(s) for WMA GSA Written Verification under Executive Order N-7-22 and other well permits processed by County EHS in the WMA

a. APN 099-200-085: Rita's Crown Vineyard

Mr. Buelow presented the Review of Well Application in the Santa Ynez River Valley Groundwater Basin, Western Management Area (WMA) APN: 099-200-085 (EH-LUA 23-000005A) Rita's Crown Vineyard, dated August 15, 2023, completed by GSI Water Solutions. The proposed well was determined to be located in the River Alluvium subarea and not within the jurisdiction of the GSA. Staff issued the verification letter stating as such. There was no discussion or public comment.

7. Review and Consider proposed addition to well verification request forms for the WMA

The Well Registration and Reporting Form for the WMA GSA was omitted from the meeting packet and was not available to distribute at the meeting. Staff offered to defer this item to the next meeting. Discussion followed. WMA GSA Alternate Committee Member Cynthia Allen shared with the Committee her copy of the same document that was reviewed for the CMA GSA. Mr. Buelow reported that the forms are identical in substance. Discussion continued. No public comment was received.

WMA GSA Committee Member Steve Jordan made a MOTION to approve adding a Well Registration and Reporting Form, like the CMA GSA form but specified for the WMA GSA, to the WMA GSA Well Verification request packet. GSA Committee Member Jeremy Ball seconded the motion and it passed 3-0-1 by voice vote, with both Committee Member and Alternate from MHCS D being absent.

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8. Update on Rate Study

An update was requested by GSA Committee Member Steve Jordan during a previous meeting. Mr. Buelow reported that staff are finalizing the scope of work for a budget-based rate and expects to submit a draft budget to potential rate study firms soon. Discussion followed. No public comment was received.

9. Update on WMA CAG Applications and Consider forming an Ad-Hoc Committee to review same

Mr. Buelow reported that applications have been received for WMA Citizens Advisory Group (CAG) and staff recommended an Ad-Hoc Committee be formed to review applications and make recommendations for appointments. WMA GSA Committee Chair Chris Brooks and Committee Member Steve Jordan volunteered to be on the Ad-Hoc Committee for review and consideration of CAG applications. Discussion followed.

WMA GSA Committee Chair Chris Brooks NOMINATED Chris Brooks and Steve Jordan to the Ad-Hoc Committee to review CAG applications and make recommendations for appointment to the WMA CAG. GSA Committee Member Jeremy Ball seconded the nominations and the nominations passed 3-0-1 with both Committee Member and Alternate from SYRWCD being absent.

10. Review and Consider Endorsing Draft Joint Powers Agreement for the WMA

Mr. Buelow presented the Staff Memorandum dated August 23, 2023, regarding Joint Powers Agreement (JPA) for WMA and the Draft JPA. He explained that the existing Memorandum of Agreement was converted to a JPA through a joint effort of member agencies staff and legal counsels over the last two years. A "Joint Powers Agreement" is an agreement between two or more government agencies to combine their powers and resources for some common project. It may also create a separate legal entity, commonly known as a Joint Powers Authority (JPA), to work on common problem(s), in this case SGMA compliance and GSP implementation. A JPA, formed as a legal entity separate from its members, would shield the general funds of its members.

A lengthy discussion followed. Ms. Kristin Worthley reported that during the development of the Draft JPA, the staff embraced all users of water. Mr. Buelow advised that the WMA GSA action would be to endorse the JPA and the governing boards of each member agency would need to review and individually vote to approve the JPA. Public comments were received.

WMA GSA Committee Member Jeremy Ball made a MOTION that the WMA GSA Committee endorse the WMA's draft Joint Powers Agreement for consideration by each of the WMA GSA member agencies board. GSA Committee Member Steve Jordan seconded the motion and it passed 3-0-1 by voice vote, with both Committee Member and Alternate from MHCS D being absent.

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- 11. Next WMA GSA Regular Meeting, Wednesday, September 28, 2023, 10:00 a.m. at Vandenberg Village Community Services District, Meeting Room, 3745 Constellation Rd., Lompoc**

WMA GSA Committee Chair Chris Brooks announced the next WMA GSA regular meeting will be Wednesday, September 28, 2023, at 10:00 a.m., at the Vandenberg Village Community Services District Board Room, 3745 Constellation Road, Lompoc, California. Mr. Buelow advised that if there were no well verifications or other business, then the meeting may be cancelled with at least a week notice.

- 12. WMA GSA Committee reports and requests for future agenda items**

There were no reports or requests.

- 13. Adjournment**

WMA GSA Committee Chair Chris Brooks adjourned the meeting at 11:05 a.m.

Chris Brooks, Chairman

William J. Buelow, Secretary

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Mission Hills Community Services District
Revenue and Expenses Prev Year Comparison
September 2023

	Sep 23	Sep 22	\$ Change	Explanation
Ordinary Income/Expense				
Income				
4005 · 48 hour notice fees	300.00	195.00	105.00	
4025 · Construction hydrant meter	0.00	100.00	-100.00	
4045 · Late fees	2,491.08	1,984.66	506.42	Slight Increase
4050 · Miscellaneous income	75.00	0.00	75.00	
4060 · Reconnection fees	250.00	150.00	100.00	
4075 · Returned check fees	29.00	30.00	-1.00	
4085 · Sewer basic charges	98,231.80	84,082.74	14,149.06	Rate Increase
4095 · Street sweeping charges	1,504.80	1,504.80	0.00	
4105 · Water basic charges	59,145.28	60,262.02	-1,116.74	Slight Reduction
4115 · Water usage charges	55,995.98	62,873.22	-6,877.24	Reduced Consumption
Total Income	218,022.94	211,182.44	6,840.50	
Gross Profit	218,022.94	211,182.44	6,840.50	
Expense				
6000 · Salaries and wages				
6005 · Wage expense	57,316.86	77,138.39	-19,821.53	# of Paydays
6010 · Payroll tax expense	4,953.90	6,841.05	-1,887.15	# of Paydays
Total 6000 · Salaries and wages	62,270.76	83,979.44	-21,708.68	
6050 · Employee benefits				
6060 · Disability insurance	276.09	529.26	-253.17	
6065 · Health insurance	10,774.15	11,479.57	-705.42	
6075 · Retirement expenses	1,610.12	2,215.64	-605.52	
6085 · Workers compensation expe	0.00	4,197.93	-4,197.93	Timing of Payment
6090 · Vacation & Sick Leave	5,702.41	8,648.69	-2,946.28	Less Vacation & Sick Time 2023
6095 · Benefit Administration	0.00	89.82	-89.82	
Total 6050 · Employee benefits	18,362.77	27,160.91	-8,798.14	
6100 · Director fees	1,750.00	625.00	1,125.00	More Meetings 2023
6110 · Depreciation expense	26,784.66	28,189.70	-1,405.04	Slightly Lower Depreciation 2023
6140 · Vehicle expenses				
6145 · Tractor and equipment	0.00	208.82	-208.82	Timing Payments
6150 · Vehicle fuel	0.00	1,412.62	-1,412.62	Timing Payments
6155 · Vehicle maintenance	0.00	2,943.17	-2,943.17	Timing Payments
Total 6140 · Vehicle expenses	0.00	4,564.61	-4,564.61	
6190 · Dues and memberships	198.00	0.00	198.00	
6200 · Office expenses				
6205 · Bank fees and charges	0.00	2,217.89	-2,217.89	
6210 · Cash (over) / short	0.00	0.43	-0.43	
6230 · Office supplies	265.56	389.99	-124.43	
6235 · Postage expense	700.00	2,862.33	-2,162.33	Timing Payment
6245 · Office Equipment	130.68	204.67	-73.99	
6200 · Office expenses - Other	-88.81	0.00	-88.81	
Total 6200 · Office expenses	1,007.43	5,675.31	-4,667.88	
6300 · Operating supplies and expenses				
6310 · Miscellaneous supplies	1,499.08	674.07	825.01	
6325 · Portable equipment	43.05	418.46	-375.41	
6330 · Shop supplies	119.84	200.96	-81.12	
6335 · Small tools and appliances	0.00	41.72	-41.72	
6340 · Chemicals				
6344 · Chlorine	1,328.23	1,879.88	-551.65	
6345 · Corrosion inhibitor	5,153.45	6,469.91	-1,316.46	Less Chemical 2023

Mission Hills Community Services District
Revenue and Expenses Prev Year Comparison
September 2023

	Sep 23	Sep 22	\$ Change	Explanation
6347 · Other chemicals	0.00	566.82	-566.82	
Total 6340 · Chemicals	6,481.68	8,916.61	-2,434.93	
Total 6300 · Operating supplies and ex	8,143.65	10,251.82	-2,108.17	
6350 · Safety expenses				
6360 · Protective Clothing/Uniforms	0.00	397.91	-397.91	
6370 · Safety training	360.00	0.00	360.00	
6375 · Other safety expenses	357.48	0.00	357.48	
Total 6350 · Safety expenses	717.48	397.91	319.57	
6410 · Contractual services				
6420 · Cleaning service	200.00	200.00	0.00	
6425 · Office equip maintenance	57.78	166.31	-108.53	
6430 · Internet access	168.35	163.35	5.00	
6435 · Landscaping services	0.00	230.00	-230.00	
6437 · Pest Control	220.00	110.00	110.00	
6445 · Security expense	112.50	112.50	0.00	
6450 · Software support	1,954.80	1,138.75	816.05	
6452 · Credit Card Processing	243.87	301.64	-57.77	
6453 · Software Subscriptions	2,638.99	3,061.10	-422.11	
6455 · Street sweeping services	1,471.18	1,414.60	56.58	
6460 · Uniforms	0.00	245.67	-245.67	
6466 · Emissions Testing	2,201.77	0.00	2,201.77	Cycle Timing
6470 · Other contractual services	20.50	2,314.85	-2,294.35	Gate Opener 2022
Total 6410 · Contractual services	9,289.74	9,458.77	-169.03	
6475 · Professional services				
6490 · Legal services	2,822.15	1,075.05	1,747.10	More Legal Fees 2023
6495 · Human Resources services	0.00	2,625.00	-2,625.00	Manual Review 2022
Total 6475 · Professional services	2,822.15	3,700.05	-877.90	
6500 · Printing and publication	349.98	1,222.35	-872.37	
6505 · Equipment lease and rentals	396.14	994.57	-598.43	
6525 · Research and monitoring				
6535 · Monitoring expense	1,748.61	783.20	965.41	
Total 6525 · Research and monitoring	1,748.61	783.20	965.41	
6600 · Travel and meetings				
6610 · Meals	0.00	245.21	-245.21	
6620 · Staff training	0.00	1,166.75	-1,166.75	
Total 6600 · Travel and meetings	0.00	1,411.96	-1,411.96	
6650 · Utilities				
6660 · Dump fees	0.00	37.31	-37.31	
6665 · Electrical	11,150.55	15,089.67	-3,939.12	
6670 · Natural gas	2,174.98	3,011.47	-836.49	
6685 · Telephone	215.02	199.57	15.45	
6691 · Trash & Recycling	336.89	292.02	44.87	
Total 6650 · Utilities	13,877.44	18,630.04	-4,752.60	
6700 · Government fees and charges	2,516.00	2,418.00	98.00	
6720 · Repairs and maintenance				
6730 · Distribution expense	1,532.57	4,287.21	-2,754.64	Iconix 2022
6750 · Collection expense	0.00	1,000.00	-1,000.00	
6760 · Shop and equip repairs	930.00	0.00	930.00	
6765 · Supplies and small tools	0.00	49.68	-49.68	
6775 · Filtration Plant	225.22	0.00	225.22	
6785 · Wells and pumping	0.00	627.44	-627.44	
6790 · Waste water plant	627.63	0.00	627.63	
6795 · Other repairs and mainten	689.15	0.00	689.15	
Total 6720 · Repairs and maintenance	4,004.57	5,964.33	-1,959.76	
Total Expense	154,239.38	205,427.97	-51,188.59	
Net Ordinary Income	63,783.56	5,754.47	58,029.09	

Mission Hills Community Services District
 Revenue and Expenses Prev Year Comparison
 September 2023

Consent Item 5. C i

			Sep 23	Sep 22	\$ Change	Explanation
Other Income/Expense						
Other Income						
		7006 · Market Appreciation/(Depr)	897.31	-5,881.68	6,778.99	Better Return 2023
		7010 · Interest income	2,943.21	880.45	2,062.76	Better Interest 2023
		Total Other Income	3,840.52	-5,001.23	8,841.75	
		Net Other Income	3,840.52	-5,001.23	8,841.75	
		Net Income	67,624.08	753.24	66,870.84	

Mission Hills Community Services District
Disbursements Journal
September 2023

Consent Item 5. C ii

	Date	Num	Name	Amount	Explanation
1000 · FSB - Operating 1535412					
	09/12/2023	33515	American Industrial Supply	-434.28	
	09/12/2023	33516	Blue-White	-2,738.81	Items for Filtration Plant
	09/12/2023	33517	Brenntag Pacific, Inc	-1,328.23	Chemicals
	09/12/2023	33518	Carmel & Naccasha LLP	-2,342.15	Legal Fees
	09/12/2023	33519	Refund	-390.27	Rate Payer Refund
	09/12/2023	33520	Clinical Labs of San Bernardino	-1,623.00	Monitoring Testing
	09/12/2023	33521	Comcast	-168.35	
	09/12/2023	33522	Compuvision	-292.50	
	09/12/2023	33523	County of Santa Barbara- Gen S	-3,117.00	Vehicle Maintenance & Fuel
	09/12/2023	33524	Dahl Air Conditioning	-210.00	
	09/12/2023	33525	De Lage Landen Financial Servi	-289.86	
	09/12/2023	33526	Refund	-81.31	Rate Payer Refund
	09/12/2023	33527	East Mesa Oaks HOA	-13.92	
	09/12/2023	33528	Frontier Communications	-67.26	
	09/12/2023	33529	Hensley Law Group	-480.00	
	09/12/2023	33530	Refund	-634.40	Rate Payer Refund
	09/12/2023	33531	Jon's Lawn Mowing	-287.79	
	09/12/2023	33532	Refund	-115.00	
	09/12/2023	33533	Judith H. Smith Consulting	-379.90	
	09/12/2023	33534	LAFCO	-2,516.00	District Pro Rata Share
	09/12/2023	33535	Linde Gas & Equipment Inc	-44.40	
	09/12/2023	33536	Mike's Tri-County Locksmiths Inc	-357.48	
	09/12/2023	33537	O'Connor Pest Control	-110.00	
	09/12/2023	33538	Pipeline Plumbing	-1,650.00	Water Heater & Toilet Replacement
	09/12/2023	33539	Pitney Bowes	-185.30	
	09/12/2023	33540	SoCalGas	-17.83	
	09/12/2023	33541	SP Maintenance Services, Inc.	-1,471.18	Street Sweeping Charges
	09/12/2023	33542	Standard Insurance Company	-276.09	
	09/12/2023	33548	Staples	-46.60	
	09/12/2023	33543	Staples Business Credit	-185.06	
	09/12/2023	33544	Surface Pumps Inc	-1,347.53	Muffin Monster Accessories
	09/12/2023	33545	Ultrex Inc	-57.78	
	09/12/2023	33549	Underground Service Alert of SC	-20.50	
	09/12/2023	33546	USA BlueBook	-169.53	
	09/12/2023	33550	Refund	-75.36	Rate Payer Refund
	09/12/2023	33547	Waste Management	-336.89	
	09/25/2023	33551	American Industrial Supply	-404.62	
	09/25/2023	33552	Compuvision	-1,440.50	Ongoing IT Services
	09/25/2023	33553	Core & Main	-5,531.17	Meters
	09/25/2023	33554	Inklings Printing Company	-82.85	
	09/25/2023	33555	Juana Garcia Rodriguez Janitorial	-200.00	
	09/25/2023	33556	Linde Gas & Equipment Inc	-198.75	
	09/25/2023	33557	Lompoc Valley Chamber of Com	-198.00	
	09/25/2023	33558	Smith Alarms & Electronics, Inc.	-112.50	
	09/25/2023	33559	Stantec	-24,778.00	Conceptual Water Supply Study
	09/25/2023	33560	USA BlueBook	-736.94	
	09/25/2023	33561	Standard Insurance Company	-276.09	
Total 1000 · FSB - Operating 1535412				-57,820.98	

Mission Hills Community Services District
 Disbursements Journal
 September 2023

Consent Item 5. C ii

	Date	Num	Name	Amount	Explanation
1060 · CHCU - General 4163					
	09/01/2023	EFT	Tierzero	-133.90	
	09/06/2023	EFT	Right Networks	-128.00	
	09/11/2023	EFT	PG&E	-3,500.71	Utility Bill - WWTP
	09/11/2023	EFT	Verizon	-407.94	
	09/25/2023	EFT	PG&E	-303.52	Utility Bill - Office
	09/25/2023	EFT	PG&E	-736.91	Utility Bill - Shop
	09/25/2023	EFT	PG&E	-3,428.75	Utility Bill - Well #5
	09/25/2023	EFT	PG&E	-4,588.98	Utility Bill - Well #7
	09/25/2023	EFT	PG&E	-53.20	Utility Bill - Well #6
	09/25/2023	EFT	PG&E	-2,028.45	Utility Bill - Lift Station
	09/30/2023	EFT	Right Networks	-128.00	
Total 1060 · CHCU - General 4163				-15,438.36	
1070 · CHCU - Payroll 4155					
	09/01/2023	E-pay	EDD	-1,509.69	Taxes
	09/01/2023	E-pay	IRS USATAXPYMT	-6,020.04	Taxes
	09/01/2023	EFT	CA State Disbursement Unit/Exp	-299.07	
	09/12/2023	1375	Matrix Trust Company	-3,920.95	457/401K
	09/13/2023		Payroll	-21,919.25	
	09/15/2023	E-pay	EDD	-1,637.52	Taxes
	09/15/2023	E-pay	IRS USATAXPYMT	-6,120.06	Taxes
	09/15/2023	EFT	CA State Disbursement Unit/Exp	-299.07	
	09/27/2023		Payroll	-21,283.51	
	09/27/2023		BOD Payroll	-1,143.13	
	09/28/2023	1376	BOD Payroll	-451.25	
	09/29/2023	E-pay	EDD	-1,705.78	Taxes
	09/29/2023	E-pay	IRS USATAXPYMT	-6,527.54	Taxes
	09/29/2023	EFT	CA State Disbursement Unit/Exp	-299.07	
Total 1070 · CHCU - Payroll 4155				-73,135.93	
1075 · CHCU - ACH 4130					
	09/16/2023	EFT	Springbrook (ACH Services)	-243.87	
Total 1075 · CHCU - ACH 4130				-243.87	
TOTAL				-146,639.14	

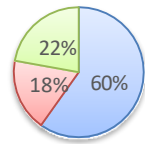
Variation From Projected Income

Fiscal Year Ending 6-30-2024

Billing Month	Water			Wastewater			Total (Loss) / Gain	Current Year Units Sold	Last Year Units Sold	Previous 5 Year Average Units Sold
	Projected Income*	Actual Income	Variation	Projected Income	Actual Income	Variation				
Jul-22	\$ 119,125	\$ 115,544	\$ (3,581)	\$ 83,708	\$ 97,994	\$ 14,286	\$ 10,705	26,994	22,621	22,851
Aug-22	\$ 117,875	\$ 144,772	\$ 26,897	\$ 83,708	\$ 98,416	\$ 14,707	\$ 41,605	18,520	25,390	23,682
Sep-22	\$ 116,250	\$ 115,141	\$ (1,109)	\$ 83,708	\$ 98,232	\$ 14,523	\$ 13,415	19,235	20,829	21,326
Oct-22	\$ 115,800			\$ 83,708			\$ -		16,842	20,569
Nov-22	\$ 114,125			\$ 83,708			\$ -		15,567	19,427
Dec-22	\$ 113,625			\$ 83,708			\$ -		10,999	14,236
Jan-23	\$ 92,175			\$ 83,708			\$ -		9,757	11,259
Feb-23	\$ 96,375			\$ 83,708			\$ -		9,472	13,761
Mar-23	\$ 95,595			\$ 83,708			\$ -		9,024	12,444
Apr-23	\$ 91,625			\$ 83,708			\$ -		13,645	14,081
May-23	\$ 109,750			\$ 83,708			\$ -		19,652	19,099
Jun-23	\$ 111,125			\$ 83,708			\$ -		19,089	19,758
Total	\$ 1,293,445	\$ 375,458	\$ 22,208	\$ 1,004,500	\$ 294,642	\$ 43,517	\$ 65,724	64,749	192,887	212,493
YTD avg	100%	29%		100%	29%			Year to Date Monthly Averages		
								21,583	16,074	17,708
								Yearly Average	16,074	17,708
* Projected Income is calculated by using current year and previous 5 year average monthly units sold.										
Units Sold by Calendar Year (1 Unit = 1 HCF = 748 Gallons)										

Bank Account Summary	7/31/2023	8/31/2023	9/30/2023
	LAIF	\$1,781,631	\$1,781,631
California Class	\$502,970	\$505,297	\$507,572
TD Ameritrade/RNC Genter	\$682,155	\$687,771	\$688,798
Coast Hills FCU			
Checking	\$321,621	\$462,170	\$601,773
Development	\$0	\$0	\$0
Investment Checking	\$202	\$202	\$202
Savings	\$0	\$0	\$0
Payroll	\$44,515	\$30,715	\$13,210
ACH (Sweep Account)	\$1,000	\$1,000	\$1,000
Total Coast Hill FCU	\$367,338	\$494,087	\$616,185
Five Star Bank			
Operating	\$277,073	\$109,094	\$107,214
Development	\$111,671	\$111,680	\$111,689
Money Market	\$173,535	\$174,021	\$124,416
ACH (Sweep Account)	\$0	\$0	\$0
Payroll	\$0	\$0	\$0
Total Five Star Bank	\$562,279	\$394,795	\$343,319
Combined Balance	\$3,896,373	\$3,863,582	\$3,937,505
Monthly Change	-\$53,866	-\$32,791	\$73,923
Fiscal Year Monthly Change To Date			
-\$12,734			
INVESTMENT STRATEGY	<p>Along with resuming active management, the Finance Committee and Staff recommend a balanced distribution of monies as stated below between TD Ameritrade, LAIF and Coast Hills Credit Union/Five Star Bank. This distribution will allow the District to maximize yields on investments, while meeting operating and capital cash needs</p>		
Recommended Investment Strategy:	<p>01. Coast Hills CU/Five Star Bank: \$300,000 Goal of about 10%</p> <p>02. TD Ameritrade: 50% of balance of unrestricted cash Goal of about 45%</p> <p>03. LAIF: 50% of the balance of unrestricted cash Goal of about 45%</p>		

Current Percentage



- LAIF/CA Class
- TD Ameritrade/RNC Genter
- Total CH FSB Less Development

Mission Hills Community Services District							3
Budget to Actual Comparison							0.25
Sep-23							9
	Budgeted	Prorated Budget	Actual		Remainder	% of Budget	Explanation
Income	Fiscal Year 23-24	Sep-23	Sep-23	Difference	Budgeted Amount	25%	
Late Fees/Charges	\$ 40,000	\$ 10,000	\$ 8,843	\$ (1,157)	\$ 31,157	22%	Slightly Lower Than Budgeted
Water Service	\$ 1,358,034	\$ 339,509	\$ 375,459	\$ 35,950	\$ 982,575	28%	Slightly Higher than Budgeted
Sewer Service	\$ 1,173,590	\$ 293,398	\$ 294,642	\$ 1,244	\$ 878,948	25%	On Track With Budget
Street Sweeping	\$ 18,000	\$ 4,500	\$ 4,516	\$ 16	\$ 13,484	25%	On Track With Budget
	\$ 2,589,624	\$ 647,406	\$ 683,459	\$ 36,053	\$ 1,906,165	26%	Revenue is 1% Above Budget
Expense	Budgeted	Prorated Budget	Actual		Remainder		
	Fiscal Year 23-24	Sep-23	Sep-23	Difference	Budgeted Amount		
Salaries & Wages	\$ 787,873	\$ 196,968	\$ 217,248	\$ (20,280)	\$ 570,625	28%	Slightly Higher Than Budget - Promotions
Employee Benefits	\$ 285,000	\$ 71,250	\$ 63,545	\$ 7,705	\$ 221,455	22%	Slightly Lower Than Budgeted
Director Fees	\$ 15,000	\$ 3,750	\$ 5,000	\$ (1,250)	\$ 10,000	33%	Slightly Higher Than Budgeted - Committee & Special Meetings
Depreciation	\$ 372,648	\$ 93,162	\$ 80,324	\$ 12,838	\$ 292,324	22%	Slightly Lower Than Budgeted
Election Expense	\$ -	\$ -	\$ -	\$ -	\$ -	0%	No Election Expense
Vehicle Expense	\$ 30,000	\$ 7,500	\$ 5,783	\$ 1,717	\$ 24,217	19%	Slightly Lower Than Budgeted
Insurance	\$ 40,000	\$ 10,000	\$ 14,808	\$ (4,808)	\$ 25,192	37%	Paid Property & Cyber In Full Timing
Memberships	\$ 40,000	\$ 10,000	\$ 1,327	\$ 8,673	\$ 38,673	3%	Lower Than Budgeted
Office Expenses	\$ 25,000	\$ 6,250	\$ 5,920	\$ 330	\$ 19,080	24%	On Track with Budget
Operating Supplies	\$ 20,000	\$ 5,000	\$ 7,460	\$ (2,460)	\$ 12,540	37%	Famcon, Uline, USA BlueBook Payment Timing
Chemicals	\$ 75,000	\$ 18,750	\$ 20,468	\$ (1,718)	\$ 54,532	27%	Slightly Higher Than Budgeted
Safety	\$ 5,000	\$ 1,250	\$ 2,127	\$ (877)	\$ 2,873	43%	Uniform Purchase Timing
Contractual Services	\$ 125,000	\$ 31,250	\$ 30,559	\$ 691	\$ 94,441	24%	On Track with Budget
Professional Services	\$ 70,000	\$ 17,500	\$ 16,644	\$ 856	\$ 53,356	24%	On Track with Budget
Printing & Publication	\$ 5,000	\$ 1,250	\$ 350	\$ 900	\$ 4,650	7%	Lower Than Budgeted
Equipment Lease	\$ 7,500	\$ 1,875	\$ 686	\$ 1,189	\$ 6,814	9%	Lower Than Budgeted
Monitoring	\$ 25,000	\$ 6,250	\$ 4,647	\$ 1,603	\$ 20,353	19%	Lower Than Budgeted
Travel/Meetings/Meals	\$ 20,000	\$ 5,000	\$ 120	\$ 4,880	\$ 19,880	1%	Lower Than Budgeted
Utilities	\$ 225,000	\$ 56,250	\$ 51,040	\$ 5,210	\$ 173,960	23%	Slightly Lower Than Budgeted
Government Fees	\$ 100,000	\$ 25,000	\$ 2,516	\$ 22,484	\$ 97,484	3%	Lower Than Budgeted - Timing of Billings
Repairs & Maintenance	\$ 80,000	\$ 20,000	\$ 42,794	\$ (22,794)	\$ 37,206	53%	Pellham Leak
Ratepayer Write Offs	\$ 25,000	\$ 6,250	\$ -	\$ 6,250	\$ 25,000	0%	No Uncollectables or Write Offs
	\$ 2,378,021	\$ 594,505	\$ 573,365	\$ 21,140	\$ 1,804,656	24%	Expenses Are 1% Below Budget
Resolution 15-229 - Budget Preparation and Approval Process							
C.3. - Whenever a budgeted expense line item has circumstances where a projected expense exceeds a 5% variance of the total budget, the GM will be required to seek a super majority approval from the BoD before the expense is finalized, when possible.							
				5% =	\$ 118,901.05		



MISSION HILLS COMMUNITY SERVICES DISTRICT

MEMORANDUM

TO: Board of Directors
FROM: Brad Hagemann, General Manager
Lupe Huitron
DATE: October 18, 2023
SUBJECT: Joint Powers Agreement for WMA

Recommendation / Proposed Motion

- Recommendation: Staff recommends the Board of Directors ratify the Joint Exercise of Powers Agreement for the Santa Ynez River Valley Basin Western Management Area Groundwater Sustainability Agency (WMA GSA).
- Authorize Director Heavin or the District alternate to vote to ratify the Agreement and authorize Board President Dietrich or the General Manager to sign Agreement on behalf of the District.

Proposed Motion: The Board of Directors for the Mission Hills Community Services District approves the Agreement and directs the Mission Hills Board President or General Manager for Mission Hills to sign the Joint Powers Agreement for the WMA GSA.

Policy Reference

- In September 2014, Governor Jerry Brown signed into law a three-bill legislative package composed of [AB 1739 \(Dickinson\)](#), [SB 1168 \(Pavley\)](#), and [SB 1319 \(Pavley\)](#), collectively known as SGMA.
- SGMA characterized the Santa Ynez River Valley Groundwater Basin as a *medium-priority* basin that is not in critical overdraft. SGMA required basins in this category to:
 - Establish a Groundwater Sustainability Agency (GSA) by June 2017
 - Adopt a Groundwater Sustainability Plan (GSP) by January 2022
- The WMA GSA adopted its GSP on January 18, 2022.

Budget Resource Impacts:

- This agreement creates a Joint Powers Agency (JPA) known as the WMA GSA.
- The WMA GSA can adopt fees and charges to fund its GSP and comply with SGMA.
- Each member agency's obligations remain the same as the MOA.
- As a separate legal entity, a JPA can shield the resources of its member agencies from potential liabilities and legal actions.

Background

The WMA GSA was formed by the January 11, 2017, MOA between the City of Lompoc, Vandenberg Village Community Services District, Mission Hills Community Services District, Santa Ynez River Water Conservation District, and the Santa Barbara County Water Agency. The MOA describes the formation and organization of the WMA GSA and establishes the governing body, powers, and proportional funding contribution from each agency, and the voting structure for decision making.

Under this MOA, the WMA GSA successfully prepared, approved, and submitted its GSP to the California Department of Water Resources (DWR) on January 18, 2022, as required by the SGMA. Since then, groundwater management activities have included monitoring and data collection, annual reporting to DWR, and projects and management actions. The WMA GSA is the sole GSA for its management area. The existing WMA GSA established under the 2017 MOU would reorganize as a separate entity under the Joint Exercise of Powers Act in order to implement the WMA GSP and sustainably manage the WMA under SGMA.

Discussion

A "Joint Powers Agreement" (JPA) is an agreement between two or more government agencies to combine their powers and resources for some common project. A JPA may also create a separate legal entity, commonly called a Joint Powers Authority (JPA), to work on common problem(s), in this case SGMA compliance and GSP implementation. JPAs are required by law to comply with various laws such as the Brown Act and to arrange for an annual audit.

As a separate agency, a JPA must have its own board of directors (Board) which will appoint four officers: a chair, vice chair, treasurer, and secretary. The board will consist of elected officials or members or management members duly appointed by the member agency's governing body. From a practical perspective, the core provisions of the existing WMA MOA were integrated into the draft WMA JPA. The JPA is consistent with the MOA while simultaneously providing protection for the member agencies from the GSAs debts or other liabilities.

Attachment(s): Draft Final Joint Powers Authority for the WMA GSA

**JOINT EXERCISE OF POWERS AGREEMENT
SANTA YNEZ RIVER VALLEY BASIN WESTERN MANAGEMENT AREA
GROUNDWATER SUSTAINABILITY AGENCY**

This Joint Exercise of Powers Agreement (“Agreement”) is made and entered into this _____ day of _____ 2023 by and between the City of Lompoc (“Lompoc”); Mission Hills Community Services District (“Mission Hills” or “MHCS”), Vandenberg Village Community Services District (“Vandenberg Village” or “VVCSD”), Santa Ynez River Water Conservation District (“SYRWCD” or “District”), and the Santa Barbara County Water Agency (“Santa Barbara”), also each referred to individually as “Member” and collectively as “Members,” for the purposes of forming a joint powers agency to serve as the Groundwater Sustainability Agency for the Western Management Area of the Santa Ynez River Valley Groundwater Basin. This joint powers agency shall hereinafter be known as the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency (“WMA GSA” or “GSA”).

RECITALS

THIS AGREEMENT is made with reference to the following facts:

A. WHEREAS, the Sustainable Groundwater Management Act of 2014 (“SGMA”), including but not limited to Water Code section 10720 et seq., requires Groundwater Sustainability Agencies (“GSAs”) to manage medium and high priority groundwater basins throughout the state through the adoption and implementation of Groundwater Sustainability Plans (“GSPs”). SGMA defines “basin” as a basin or sub-basin identified and defined in Bulletin 118, a publican of the California Department of Water Resources (“DWR”).

B. WHEREAS, the Santa Ynez River Valley Groundwater Basin (also referred to as the “Santa Ynez Groundwater Basin” or “Basin”), identified and defined by DWR in Bulletin 118 as Basin 3-15, has been designated by DWR as a medium priority basin.

C. WHEREAS, Bulletin 118 describes the Basin as being in three portions, the eastern, central, and western. The western portion consists of the Lompoc Plain, Lompoc Terrace, and Lompoc Upland; the central portion consists of the Buellton Upland, and the eastern portion consists of the Santa Ynez Uplands. For the purpose of implementing SGMA, each portion of the Basin as described by DWR has been designated as a separate “Management Area” as authorized by SGMA, where the three Management Areas cover the entire Basin defined by Bulletin 118.

D. WHEREAS, for purposes of administering its groundwater usage program and other water management functions, the District also generally recognizes these hydrogeologic units.

E. WHEREAS, the map attached hereto as Exhibit A depicts the boundaries

of the three Management Areas of the Basin.

F. WHEREAS, in 2016, local public agencies eligible to form a GSA or GSAs in the Basin determined that a separate GSA would be formed for each Management Area of the Basin (see Memorandum of Understanding for Implementation of the Sustainable Groundwater Management Act in the Santa Ynez River Valley Groundwater Basin, dated May 23, 2016).

G. WHEREAS, effective January 11, 2017, the Members entered into a “Memorandum of Agreement for Formation of a Groundwater Sustainability Agency for the Western Management Area in the Santa Ynez Valley Groundwater Basin under the Sustainable Groundwater Management Act” (“2017 MOA”), which established the Members as the participating agencies of the WMA GSA created by the 2017 MOA.

H. WHEREAS, the District covers approximately 64 percent of the WMA, comprising the Lompoc Plain, Lompoc Terrace, and Lompoc Uplands (including the Santa Rita Valley). This area includes the City of Lompoc, the communities of Vandenberg Village and Mission Hills, the Lompoc Federal Correctional Complex (“Lompoc FCC”) and portions of Vandenberg Space Force Base (“VSFB”). VSFB covers the majority of the remaining WMA outside the District (approximately the remaining 35 percent of the WMA). As Federal entities, VSFB and Lompoc FCC are not required to be subject to SGMA. The Santa Barbara County Water Agency (“County Water Agency”) covers approximately 1 percent of the WMA area not within the District, VSFB, and Lompoc FCC. Lompoc, the District, VVCS, and MHCS, and the County Water Agency represent all of the public agencies (as defined by SGMA) that were eligible to form a GSA in the WMA. The formation of the WMA GSA was supported by the following:

- a. The District has augmented the groundwater supply for the WMA through water rights releases under California State Water Resource Control Board (“SWRCB”) Order 89-18 and preceding SWRCB orders since 1953.
- b. The District has monitored groundwater production and groundwater storage in the Basin, including the WMA, since 1979.
- c. The District, Lompoc, VVCS, and MHCS have a history of collaboration on projects that benefit groundwater use and management in the WMA. These include: 1) comprehensive studies of supplemental winter groundwater recharge from the river; 2) interconnections between the entities’ water systems for operational flexibility and increased system reliability; and 3) comprehensive U.S. Geological Survey hydrogeologic studies of the WMA in the late 1980s through the early 1990s and ongoing monitoring of groundwater levels and groundwater quality.

I. WHEREAS, pursuant to separate Memoranda of Understanding, the local public agencies in the Eastern Management Area (“EMA”) and the Central Management Area (“CMA”) of the Basin, respectively, formed an EMA GSA and a CMA GSA in the

Basin.

J. WHEREAS, effective February 26, 2020, the local public agencies participating in the EMA GSA, the WMA GSA, and the CMA GSA entered into the “Intra-Basin Administrative Agreement for Implementation of the Sustainable Groundwater Management Act in the Santa Ynez River Valley Groundwater Basin.”

K. WHEREAS, in accordance with Water Code section 10727.6 and California Code of Regulations, title 23, section 357.4, the EMA GSA, the WMA GSA, and the CMA GSA entered into the Santa Ynez River Valley Groundwater Basin Coordination Agreement, effective January 1, 2022.

L. WHEREAS, the WMA GSA formed under the 2017 MOA has already developed, adopted, and submitted a Groundwater Sustainability Plan (“GSP”) for the WMA to DWR as required by SGMA; and

M. WHEREAS, each of the Members is duly organized and existing under the laws of the State of California and is a local agency qualified to become or form a GSA under the SGMA for the WMA of the Basin; and

N. WHEREAS, pursuant to SGMA, specifically Water Code section 10723.6, and the Joint Exercise of Powers Act, Government Code section 6500 et seq., the Members are authorized to create a joint powers agency to jointly exercise any power common to the Members together with such powers as are expressly set forth in the Joint Exercise of Powers Act and in SGMA.

O. WHEREAS, the Members hereby intend to reform the existing WMA GSA established under the 2017 MOU as a separate entity under the Joint Exercise of Powers Act in order to implement the WMA GSP and sustainably manage the WMA under SGMA.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, the Members hereby agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

1.1 The foregoing recitals are true and correct and are incorporated herein by reference.

ARTICLE 2 DEFINITIONS

The following terms shall have the following meanings for purposes of this

Agreement:

2.1 “Agreement” means this Joint Exercise of Powers Agreement reforming the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency.

2.2 “Basin” means the Santa Ynez River Valley Groundwater Basin, as identified and defined by DWR in Bulletin 118 (as Basin 3-15) as of the Effective Date of this Agreement or as modified pursuant to Water Code section 10722.2.

2.3 “Bulletin 118” means DWR’s report entitled “California Groundwater: Bulletin 118” updated in 2016 and 2020, and as it may be subsequently updated or revised in accordance with Water Code section 12924.

2.4 “Board of Directors” or “Board” means the governing body of the WMA GSA as established by Article 7 of this Agreement.

2.5 “WMA” means the Western Management Area of the Basin, as defined and depicted in the GSP for the WMA, as amended from time to time pursuant to SGMA.

2.6 “WMA GSA” or “GSA” means the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency, formed under the 2017 memorandum of agreement and reformed as a separate joint powers authority through this Agreement.

2.7 “Director(s)” and “Alternate Director(s)” means a Director or Alternate Director appointed by a Member or appointed by the Directors representing the Members pursuant to Articles 7.2 and 7.3 of this Agreement.

2.8 “DWR” means the California Department of Water Resources.

2.9 “GSP” means a Groundwater Sustainability Plan, as defined by SGMA in Water Code section 10727 et seq.

2.10 “Joint Exercise of Powers Act” means Government Code section 6500 et seq., as amended from time to time.

2.11 “Member” or “Members” means an entity or the entities authorized by SGMA and other applicable law to participate in the WMA GSA as reformed by this Agreement and included in Article 6.1 of this Agreement, or any entity that becomes a new Member of the WMA GSA pursuant to Article 6.2 of this Agreement.

2.12 “Officer(s)” means the Chair, Vice Chair, Secretary, or Treasurer of the WMA GSA to be appointed by the Board of Directors pursuant to Article 8.2 of this Agreement.

2.13 “SGMA” means the Sustainable Groundwater Management Act, including but not limited to Water Code section 10720 et seq., as SGMA may be amended from

time to time.

2.14 “State” means the State of California.

2.15 “Voluntary Contribution” means a payment to the WMA GSA at the sole discretion of the payor that is neither a grant nor a direct Member payment made pursuant to Article 14.2(e).

ARTICLE 3 CREATION OF THE WMA GSA

3.1 Creation of a Joint Powers Agency. There is hereby created, pursuant to the Joint Exercise of Powers Act and ,SGMA, a joint powers agency, which is a public entity separate from the Members, and shall be known as the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency (“WMA GSA” or “GSA”). The boundaries of the WMA GSA shall be coterminous with the boundaries of the WMA portion of the Basin as established by the WMA GSP and depicted in Exhibit A attached hereto and incorporated herein by reference, which may be amended from time to time pursuant to SGMA. It is the intent of the Members that this Agreement reforms the GSA currently existing under the 2017 memorandum of understanding.

3.2 Notices. Within 30 days after the Effective Date, and after any amendment hereto, the GSA shall cause a notice of this Agreement to be prepared and filed with the office of the California Secretary of State containing the information required by Government Code section 6503.5. Within 30 days after the Effective Date, the GSA shall cause a statement of the information concerning the GSA, required by Government Code section 53051, to be filed with the office of the California Secretary of State and with the County Clerk for the County of Santa Barbara, setting forth the facts required to be stated pursuant to Government Code section 53051(a). Within 30 days after the Effective Date, the GSA shall inform DWR of the Members’ decision and intent to undertake sustainable groundwater management within the WMA in accordance with Water Code section 10723.8 through this JPA.

3.3 Purpose of the WMA GSA. The purpose of the WMA GSA is to implement and comply with SGMA in the WMA portion of the Santa Ynez River Valley Groundwater Basin by serving as the WMA’s GSA, implementing the GSP for the WMA, and coordinating with the EMA GSA and CMA GSA in sustainably managing the Basin pursuant to SGMA.

ARTICLE 4 TERM

4.1 This Agreement shall become effective on the last date on which all of the Members listed in Article 6.1 sign this Agreement (“Effective Date”), after which notices

shall be filed in accordance with Article 3.2. This Agreement shall remain in effect until terminated pursuant to the provisions of Article 16 of this Agreement.

ARTICLE 5 POWERS

5.1 The WMA GSA shall possess the common powers set forth in this Agreement together with such other powers as are expressly set forth in the Joint Exercise of Powers Act and in SGMA, subject to the limitations set forth therein.

5.2 For purposes of Government Code section 6509 and Water Code section 10730.6(d), the powers of the WMA GSA shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on Santa Barbara, and in the event of the withdrawal of Santa Barbara as a Member under this Agreement the manner of exercising the GSA's powers shall be exercised subject to those restrictions imposed on Lompoc.

5.3 The WMA GSA shall have all powers that a GSA is authorized to exercise as provided by SGMA, including without limitation the power to implement the GSP, update the GSP every 5-years, and meet the requirements set forth in the Intra-Basin Coordination Agreement.

5.4 The WMA GSA shall have the power to impose and receive fees under SGMA to fund the WMA GSA and GSP implementation.

5.5 The WMA GSA shall have the following additional powers:

- a) To make and enter contracts, including contracts with its Members;
- b) To employ agents, attorneys, consultants, and employees or to contract for personnel to fulfill its mission and purpose;
- c) To lease, acquire, construct, manage, maintain, or operate any building, works or improvements;
- d) To lease, acquire, hold, or dispose of real or personal property;
- e) To borrow money, issue bonds, and incur debts, liabilities, or obligations for the purpose of paying all or any part of the costs of any other authorized activity of the GSA, which debts, liabilities, and obligations shall not constitute debts, liabilities, or obligations of any Members;
- f) To receive gifts, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities, provided that the WMA GSA consents to such gifts, contributions, and donations;

- g) To fix the compensation, if any, paid to the Plan Manager, Secretary, Treasurer, and Legal Counsel, in compliance with all applicable laws;
- h) To prescribe the duties, compensation, and other terms and conditions of employment of other agents, officers, and employees;
- i) To adopt reasonable rules and regulations for the conduct of the day-to-day operations of the WMA GSA and other rules and regulations as permitted by SGMA;
- j) To apply for, accept, receive, and disburse grants, loans, and other aid from any agency of the United States of America or of the State of California;
- k) To sue and be sued in its own name;
- l) To invest money in the treasury, pursuant to Government Code section 6505.5, that is not required for the immediate necessities of the WMA GSA;
- m) To contract and pay compensation for professional, financial, and other services;
- n) To carry out and enforce all provisions of this Agreement;
- o) To exercise any power necessary or incidental to the foregoing powers.

ARTICLE 6 MEMBERSHIP

6.1 Members. The Members of the WMA GSA shall be:

- (a) City of Lompoc;
- (b) Santa Barbara County Water Agency;
- (c) Vandenberg Village Community Services District;
- (d) Mission Hills Community Service District; and
- (e) Santa Ynez River Water Conservation District

as long as they have not, pursuant to the provisions hereof, withdrawn from this Agreement.

6.2 New Members. Any entity authorized by SGMA and other applicable law to participate in the WMA GSA, that is not a Member on the Effective Date of this Agreement,

may become a Member upon all of the following:

- (a) The approval of the Board of Directors as specified in Article 12.3;
- (b) Amendment of the Agreement in accordance with Article 18.2; and
- (c) Payment by the new Member of a pro rata share of all previously incurred costs that the Board of Directors determines are appropriate for assessment on the new Member.

ARTICLE 7 BOARD OF DIRECTORS

7.1 Formation of the Board of Directors. The WMA GSA shall be governed by a Board of Directors ("Board"). Directors shall include one representative from each of the Members identified in Article 6.1.

7.2 Appointment of Directors. Directors shall be appointed by the represented Member's governing body. Each Director representing a Member shall be an elected official or member of management of the appointing Member.

7.3 Alternate Directors. Each Director shall have one Alternate Director to act as a substitute Director for that Director in his or her absence. All Alternate Directors shall be appointed in the same manner as set forth in Article 7.2. Alternate Directors shall not vote or participate in any deliberations of the Board unless appearing as a substitute for a Director due to absence or conflict of interest. If a Director is not present, or if a Director has a conflict of interest which precludes participation by the Director in any decision-making process of the Board, the Alternate Director appointed to act in his/her place shall assume all roles of the Director, and shall have the authority to act on behalf of the absent Director, including but not limited to participating in open session and closed session deliberations and casting votes on matters before the Board. An Alternate Director representing a Member shall be an elected official or member of management of the appointing Member.

7.4 Requirements. Each Director and Alternate Director shall be appointed as set forth in Article 7.2. Directors and Alternate Directors representing a Member shall serve at the pleasure of the governing body of the appointing Member. No individual Director or Alternate Director representing a Member may be removed except by the vote of the governing body of the Member that appointed him/her.

7.5 Vacancies. Upon the resignation or removal of a Director, the Alternate Director shall serve as Director until a new Director is appointed as set forth in Article 7.2. Upon the resignation or removal of an Alternate Director, a new Alternate Director shall be appointed as set forth in Articles 7.2 and 7.3. A Member shall submit any changes in

its Director or Alternate Director positions to the Board or Plan Manager.

7.6 Duties of the Board of Directors. The business and affairs of the WMA GSA, and all of its powers, including without limitation all powers set forth in Article 5, are reserved to and shall be exercised by and through the Board of Directors, except as may be expressly delegated to the Plan Manager or others pursuant to this Agreement, Bylaws of the GSA, the WMA GSP, or specific action of the Board of Directors.

7.7 Director and Alternate Compensation. No Director or Alternate Director shall be compensated by the WMA GSA in connection with any meetings or other activities undertaken as a representative of the GSA. Nothing in this Article is intended to prohibit a Member from compensating its Director or Alternate Director for compensable activities undertaken as a Director or Alternate Director of the GSA Board.

ARTICLE 8 OFFICERS

8.1 Officers. Officers of the WMA GSA shall be a Chair, Vice Chair, Secretary, and Treasurer. Additional officers may be appointed by the Board as it deems necessary.

- (a) Chair. The Chair shall preside at all meetings of the Board of Directors, and shall be a member of the Board.
- (b) Vice Chair. The Vice Chair shall exercise all powers of the Chair in the Chair's absence or inability to act, and shall be a member of the Board.
- (c) Secretary. The Secretary shall keep minutes of meetings of the Board of Directors and shall perform other duties and responsibilities as properly delegated by the Board. The Secretary may, but need not, be a member of the Board.
- (d) Treasurer. The Treasurer shall perform the duties and responsibilities specified in Government Code sections 6505.5 and 6505.6. The Treasurer may, but need not, be a member of the Board.

8.2 Appointment of Officers. Officers shall be appointed annually by, and serve at the pleasure of, the Board of Directors. Officers shall be appointed at the first Board meeting, and thereafter at the first Board meeting following January 1st of each year. The Director from SYRWCD shall be designated as the Chair Pro Tem to preside at the first meeting of the Board until a Chair is appointed by resolution of the Board. An Officer may serve for multiple consecutive terms, with no term limit. Any Officer may resign at any time upon written notice to the Board, and may be removed and replaced by a decision of the Board in accordance with Article 11.3(a). Notwithstanding the foregoing, the Treasurer shall be appointed in the manner specified in Government Code sections 6505.5 and 6505.6.

8.3 Principal Office. The principal office of the WMA GSA shall be established

by the Board of Directors, and may thereafter be changed by the Board.

ARTICLE 9 PLAN MANAGER & STAFF

9.1 Hiring. The Board may hire a Plan Manager or other designated manager of the WMA GSA, as well as any needed staff, consultants, and Legal Counsel, who may be hired as an employee of the WMA GSA or by contract with the WMA GSA. The Plan Manager and Legal Counsel may be, but need not be, officers, employees, or representatives of one of the Members.

9.2 Compensation. The Plan Manager, staff, consultants, and Legal Counsel's compensation shall be determined by the Board.

9.3 Duties. The Plan Manager, staff, consultant and Legal Counsel shall serve at the pleasure of the Board. The Plan Manager shall be responsible to the Board for the property and efficient administration of the GSA and act as a point of contact for the GSA. The Plan Manager shall have the powers designated by the Board, and otherwise as set forth in the GSA Bylaws.

10.4 Termination. The Plan Manager shall serve until his/her resignation or until the Board terminates the Plan Manager's employment or contract.

ARTICLE 10 GSA DIRECTOR MEETINGS

10.1 Initial Meeting. The initial meeting of the WMA GSA Board of Directors shall be called by the Chair Pro Tem and held within the boundaries of the WMA, within sixty (60) days of the Effective Date of this Agreement.

10.2 Time and Place. The Board of Directors shall meet at least quarterly, at a date, time, and place set by the Board, and at such other dates, times, and places as may be determined by the Board.

10.3 Special Meetings. Special meetings of the Board of Directors may be called by the Chair or by a simple majority of Directors, in accordance with the Ralph M. Brown Act (Government Code section 54950 et seq.).

10.4 Conduct. All meetings of the Board of Directors, including special meetings, and any meetings involving teleconferencing to the extent allowed by law, shall be noticed, held, and conducted in accordance with the Ralph M. Brown Act (Government Code section 54950 et seq.).

10.5 Local Conflict of Interest Code. The Board of Directors shall adopt a local conflict of interest code pursuant to the provisions of the Political Reform Act of 1974

(Government Code section 81000 et seq.).

ARTICLE 11 VOTING

11.1 Quorum. A quorum of any meeting of the Board of Directors shall consist of a majority of the Directors. In the absence of a quorum, any meeting of the Directors may be adjourned by a vote of the simple majority of Directors present, but no other business may be transacted.

11.2 Director Votes. Voting by the Board of Directors shall be weighted as follows:

- (a) The Director representing Lompoc shall have two (2) votes;
- (b) The Director representing Vandenberg Village shall have one (1) vote;
- (c) The Director representing Mission Hills shall have one (1) vote;
- (d) The Director representing SYRWCD shall have four (4) votes; and
- (e) The Director representing Santa Barbara shall be a non-voting member.

A Director, or an Alternate Director when acting in the absence of a Director, may vote on all matters of GSA business unless disqualified.

11.3 Decisions of the Board.

- (a) Majority Approval. Except as otherwise specified in Article 11.3(b), all decisions of the Board of Directors shall require the affirmative vote of more than 50 percent of the vote total in accordance with Article 11.2
- (b) Supermajority Approval. Notwithstanding Article 11.3(a), a minimum 75 percent vote total in accordance with Article 11.2 shall be required to approve any of the following: (i) the annual budget; (ii) any substantive amendment to the WMA GSP; (iii) addition of new Members pursuant to Article 6.2; (iv) establishment and levying of any fee, charge, or assessment; (v) adoption or amendment of the GSA Bylaws; (vi) regulation, limitation, or suspension of extractions from groundwater wells; or (vii) issuance of bonds or other forms of

indebtedness.

ARTICLE 12 BYLAWS

13.1 The Board of Directors may approve and amend, as needed, Bylaws for the WMA GSA.

ARTICLE 13 ACCOUNTING PRACTICES

13.1 General. The Board of Directors shall establish and maintain such funds and accounts as may be required by generally accepted public agency accounting practices. The WMA GSA shall maintain strict accountability of all funds and a report of all receipts and disbursements of the GSA. The GSA shall hire an independent auditor to audit its funds and accounts as required by law.

13.2 Fiscal Year. Unless the Board of Directors decides otherwise, the fiscal year for the WMA GSA shall run from July 1st to June 30th.

ARTICLE 14 BUDGET AND EXPENSES

14.1 Budget. The Board of Directors shall adopt an annual budget for the WMA GSA.

14.2 GSA Funding and Contributions.

- (a) For the purpose of funding the expenses and ongoing operations of the WMA GSA, the Board of Directors shall maintain a funding account in connection with the annual budget process.
- (b) The WMA GSA may endeavor to pursue and apply for grants and/or loans to fund a portion of the cost of implementing the WMA GSP as the Board may direct.
- (c) The Board of Directors may accept Voluntary Contributions from Members or other persons or entities that are not subject to reimbursement by the GSA, and may accept Voluntary Contributions from Members or other persons or entities that are to be reimbursed by the GSA. The Board of Directors will execute a contract with any party making a Voluntary Contribution and such contract will contain

the terms by which the WMA GSA accepts the Voluntary Contribution.

- (d) There are several vehicles to capture costs for implementing SGMA pursuant to Water Code sections 10730, *et seq.* The Board of Directors may pursue funding through any means allowable by law, including but not limited to fees and/or charges.
- (e) To the extent other funds are not available to pay WMA GSA expenses, each Member will pay the following percentage of such expenses:

SYWRCD:	50%
Lompoc:	25%
Mission Hills:	12.5%
Vandenberg Village:	12.5%
Santa Barbara:	0%

- (f) The GSA will apply funds available in the funding account to WMA GSA expenses in the following order:
 - (i) Voluntary Contributions not subject to reimbursement by the GSA
 - (ii) Grant funds
 - (iii) Revenue generated from fees/charges
 - (iv) Bond proceeds from any bonds issued pursuant to this Agreement
 - (v) Voluntary Contributions subject to reimbursement by the GSA
 - (vi) Direct payments from Members made pursuant to Article 14.2(e).

14.3 Issuance of Indebtedness. The GSA may issue bonds, notes, or other forms of indebtedness, provided such issuance is approved at a meeting of the Board of Directors by supermajority vote in accordance with Article 11.3(b).

ARTICLE 15 LIABILITIES

15.1 Liability. In accordance with Government Code section 6508.1, the debts, liabilities, and obligations of the WMA GSA, other than any retirement liabilities if it contracts with a public retirement system, shall be the debts, liabilities, and obligations of

the GSA alone, and not of any of the Members individually or jointly.

15.2 Indemnity. The WMA GSA, and those persons, agencies, consultants, entities, and instrumentalities used by it to perform the functions authorized by this Agreement, SGMA, and other applicable law, whether by contract, employment, or otherwise, shall be exclusively liable for any and all injuries, costs, expenses, claims, suits, actions, proceedings, losses, liabilities, damages, judgments, or other obligations of whatever kind arising from or related to activities of the GSA. The GSA agrees to indemnify, defend, and hold harmless each Member, each Director and Alternate, and each Member's governing board, officers, officials, representatives, agents, and employees from and against any and all claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, liabilities, damages, judgments, expenses, costs, including but not limited to attorney's fees, consultant' fees, and expert fees, and/or other obligations of whatever kind arising from or related or attributable to the GSA or this Agreement ("Claims").

In addition to the foregoing, funds of the WMA GSA may be used to defend, indemnify, and hold harmless the GSA, each Member, each Director and Alternate Director, and any officers, officials, agents, or employees of the GSA for their actions taken within the course and scope of their duties while acting on behalf of the GSA against any such Claims.

The Members do not intend hereby to be obligated either jointly or severally for any Claims or any other debts, liabilities, or obligations of the GSA, except as may be specifically provided for in Government Code section 895.2. Provided, however, if any Member(s) of the GSA are, under such applicable law, held liable for the acts or omissions of the GSA, such parties shall be entitled to contribution from the other Members so that after said contributions each Member shall bear such liability in the proportions set forth in Article 14.2(e).

15.3 Insurance. The WMA GSA may procure appropriate policies of insurance providing coverage to the GSA and its Directors, Alternate Directors, officers, officials, agents, and employees for general liability, errors and omissions, property, workers compensation, and any other coverage the Board deems appropriate. Such policies shall, if feasible, name the Members as additional insureds.

ARTICLE 16 WITHDRAWAL OF MEMBERS

16.1 Unilateral Withdrawal. Any Member may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon thirty (30) days written notice to the Board of Directors and all other Members.

16.2 Termination of Agreement and GSA. This Agreement and the WMA GSA established under this Agreement may be terminated by unanimous written consent of all

Members, except during the outstanding term of any WMA GSA indebtedness.

16.3 Effect of Withdrawal or Termination. After the effective date of withdrawal, any Member who withdraws from the GSA shall have no right to participate in the business and affairs of the GSA, except through public participation, and shall have no right to exercise any rights of a Member under this Agreement. Provided, however, that nothing contained in this Article 16.3 shall be construed as affecting a withdrawing Member's right to reimbursement or return of capital from the GSA in accordance with Article 14 or any agreement between the GSA and the withdrawing Member. Provided further, that notwithstanding the foregoing, nothing contained in this Article 16.3 shall be construed as prohibiting a Member that has withdrawn from the GSA to become a separate groundwater sustainability agency within its jurisdiction in accordance with SGMA. Nothing in this section shall be construed as obligating the WMA GSA to consent to formation or designation of another GSA for any portion of the Basin.

16.4 Return of Contribution. Upon termination of this Agreement, and to the extent a successor public entity is established which will carry on the functions of the WMA GSA and assume its assets, the assets of the GSA shall be transferred to the successor public entity. If there is no successor public entity which will carry on the functions of the GSA, then, subject to the requirements of Article 14, any surplus capital on-hand shall be returned to the Members in proportion to their payment obligations in Article 14.2(e) and the Board of Directors shall first offer any property, works, rights, and interests of the GSA for sale to the Members on terms and conditions determined by the Board of Directors. If any property, works, rights, and interests of the GSA remain after first being offered for sale to the Members, the Board of Directors shall then offer the property, works, rights, and interests of the GSA for sale to any non-Member for good and adequate consideration. Subject to the requirements of Article 14, the net proceeds from any such sales shall be distributed among the Members in proportion to their payment obligations in Article 14.2(e). The Board of Directors may, in its sole discretion, determine whether an entity constitutes a successor public entity under this paragraph.

ARTICLE 17 MISCELLANEOUS PROVISIONS

17.1 Notices. Notices to a Member shall be sufficient if delivered to the clerk or secretary of the respective Member's governing body and addressed to the Member at the address noted on the signature page or at such other address or to such other person that the Member may designate in accordance with this Article. Delivery may be accomplished by personal delivery, with postage prepaid by first class mail, registered or certified mail, express courier, facsimile, or electronic mail (email). The date of receipt of the notice shall be the date of actual personal service or three days after the postmark on certified mail.

17.2 Amendments to Agreement. This Agreement may be amended or modified at any time only by subsequent written agreement approved and executed by all of the

Members.

17.3 Agreement Complete. This Agreement constitutes the full and complete agreement of the Members with respect to the matters set forth by this Agreement. This Agreement supersedes all prior agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing. Notwithstanding this paragraph, this Agreement does not alter the parties' obligations under the Intra-Basin Administrative Agreement for Implementation of the Sustainable Groundwater Management Act in the Santa Ynez River Valley Groundwater Basin, dated February 26, 2020. In regards to the 2017 MOA, as soon as DWR accepts this Agreement and the WMA GSA formed hereunder as the governing GSA for the Western Management Area of the Basin, then this Agreement will supersede the 2017 MOA in its entirety and this Agreement and the WMA GSA formed hereunder will take over all activities as the governing GSA for the Western Management Area of the Basin.

17.4 Severability. Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any applicable federal law or any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, or provisions hereof shall not be affected thereby, provided however, that if the remaining parts, terms, or provisions do not comply with the Joint Exercise of Powers Act, this Agreement shall terminate.

17.5 Withdrawal by Operation of Law. Should the participation of any Member to this Agreement be decided by a court of competent jurisdiction to be illegal or in excess of that Member's authority or in conflict with any law, resulting in the withdrawal of such Member from this Agreement, the validity of this Agreement as to the remaining Members shall not be affected thereby.

17.6 Assignment. The rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void.

17.7 Binding on Successors. Subject to Article 17.6, this Agreement shall inure to the benefit of, and be binding upon, the successor of any Member.

17.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

17.9 Member Authorization. The governing bodies of the Members have each authorized execution of this Agreement and all signatories to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the

names, titles, and capacities stated herein and on behalf of the respective Members.

18.12 No Third Party Beneficiary. Except as expressly set forth herein, this Agreement is not intended to benefit any person or entity not a party hereto.

IN WITNESS WHEREOF, the Members have executed this Agreement to be effective on the date executed by the last Member as set forth in Article 4.1.

CITY OF LOMPOC

By: _____

Address: _____

Email _____

Facsimile _____

MISSION HILLS COMMUNITY SERVICES DISTRICT

By: _____

Address: _____

Email _____

Facsimile _____

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

By: _____

Address: _____

Email _____

Facsimile _____

SANTA YNEZ RIVER WATER CONSERVATION DISTRICT

By: _____

Address: _____

Email _____

Facsimile _____

SANTA BARBARA COUNTY WATER AGENCY

By: _____ (Signature on following page)

Address: _____

Email _____

Facsimile _____

ATTEST:

INSERT NAME

County Executive Officer
Clerk of the Board, Ex Officio Clerk of the
Santa Barbara County Water Agency

By: _____
Deputy Clerk

**SANTA BARBARA COUNTY WATER
AGENCY:**

By: _____
Chair, Board of Directors

Date:

RECOMMENDED FOR APPROVAL:

Santa Barbara County Water Agency

By: _____
Department Head

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

APPROVED AS TO FORM:

INSERT NAME

County Counsel

By: _____
Deputy County Counsel

**APPROVED AS TO ACCOUNTING
FORM:**

INSERT NAME

Auditor-Controller

By: _____
Deputy



MISSION HILLS COMMUNITY SERVICES DISTRICT

7. COMMUNICATIONS- The Board of Directors may ask a question for clarification, make an announcement, or report briefly on recent activities or conferences. Also, Directors may provide a reference to staff or other resources for information, request the Board President consider placing an item on a future committee meeting or regular meeting.

- A. General Manager Comments
- B. Director's Comments
- C. Public Comments

LAST PAGE OF BOARD PACKET