

**UTILITY COMMISSION
MINUTES
Monday, November 18, 2019**

A regular meeting of the Lompoc Utility Commission was held in the Council Chambers and was called to order at 5:03 p.m., Monday, November 18, 2019.

ROLL CALL:

Utility Commissioners Present: Chairperson Bob Holloway
Vice-Chair Jerry Nyman
Commissioner John Linn
Commissioner Robert Dunlap
Commissioner Leah Braitman

Staff Present: Shaun Ryan, Water Superintendent
Keith Quinlan, Solid Waste Superintendent
Tikan Singh, Electric Utility Manager
Craig Gildea, Electrical Supervisor
Kristin Worthley, Utility Administrative Analyst
Frances Gonzales, Utility Conservation Representative
Theresa Luna, Utilities Department Office Staff Assistant IV

Audience: Mayor Jenelle Osborne
Jim Throop, City Manager
Mark Gosvener, Efficiency Services Group (ESG)
Nick Gonzales, Resident

APPROVAL OF MINUTES:

On motion by Vice-Chair Nyman and seconded by Commissioner Dunlap, the meeting minutes of October 14, 2019 was approved on a voice vote of 4 ayes, with Commissioner Linn abstaining due to being absent.

PRESENTATIONS:

Mark Gosvener, Efficiency Services Group (ESG) reported six months ago, ESG joined the City of Lompoc's Energy Efficiency Team assisting in managing the City of Lompoc's conservation programs. Mr. Gosvener provided a background of ESG. Staff provided a chart on the City of Lompoc's rebates. Mr. Gosvener reported that the Toilet Rebate Program is a water conservation rebate and is not governed by public benefits. Chairperson Holloway commented on how low the toilet rebate is as it is currently \$100 and it was previously \$135. The toilet rebate amount was established before ESG joined the City of Lompoc's Energy Efficiency Team.

Commissioner Linn asked that Direct Install be added as a discussion item at the next Utility Commission meeting.

AUDIENCE COMMUNICATIONS: None

STAFF REPORTS:

1. Water, Wastewater, Electric, and Solid Waste staff provided an overview of their Divisional Updates for the month of October 2019.
2. Jim Throop, City Manager reported Brad Wilkie, Utility Director has retired and Keith Quinlan, Solid Waste Superintendent will be the contact person through December 5, 2019; Shaun Ryan, Water Superintendent will be the contact person from December 6-30, 2019. Mr. Ryan is also the Acting Wastewater Superintendent. In January 2020, George Morrow will be brought in as Acting Utility Director to replace Brad Wilkie until the City of Lompoc can hire a permanent Utility Director.

ORAL COMMUNICATIONS (3 MINUTES MAXIMUM):

NEW BUSINESS:

1. Wildfire Mitigation Plan – draft – Electric

Tikan Singh, Electric Utility Manager provided a presentation on the City of Lompoc's Wildfire Mitigation Plan.

Craig Gildea, Electrical Supervisor provided a demonstration on plastic insulators. Electric Staff will assist in prevention of pole fires by replacing porcelain insulators with plastic insulators and install bird guards.

Mr. Gildea reported power poles that were installed in 1990 are still in good condition. The City hired a contractor to test power poles and the contractor provided a list of failing poles. The failing poles were replaced immediately. Replacement of failing poles along with keeping trees trimmed throughout the city has assisted in prevention of electrical outages.

ACTION: Commissioner Linn moved to make a recommendation to City Council to approve the City of Lompoc's Wildfire Mitigation Plan. Vice-Chair Nyman seconded the motion and it carried unanimously on a voice vote of 5 ayes.

OLD BUSINESS: (none)

COMMISSIONER REQUESTS

1. Discussion of homeless moving back into the Riverbed.

Commissioner Linn reported the following:

- The water utility rate payers were on the hook to pay the total amount of \$550,000 to get the homeless out of the riverbed and now the homeless are

moving back in. Mr. Linn stated that the water utility rate payers shouldn't have had to pay the total amount of the \$550,000, because not all of this property belonged to the Water Utility.

- Commissioner Linn recommends that the water utility rate payer's not pay to get the homeless out of the riverbed in 2020.
- Commissioner Linn suggested to prevent the homeless from moving back into the riverbed in 2020, is to hire a private contractor to bring in an enforcement program to protect City owned property, with a cost of approximately \$60,000 a year.
- Mr. Linn stated it would take 11 years to earn another \$550,000.00. What could happen is that the homeless could move up the river onto Caltrans property and it would be Caltrans' problem.
- Mr. Linn reported there has been a rash of fires in the riverbed. In the past, these fires occurred when there were wars between two groups of homeless people and they would burn each other's camps when left unattended. Recently, a fire came very close to a residence's home.

Commissioner Linn recommends the Utility Commission ask City Council to do something to stop the homeless from moving into the riverbed. The property in question is City owned, but is in the county and they refuse to take any action for the homeless moving back into the riverbed.

ACTION: Commissioner Linn moved to make a recommendation, because of the previous funds spent by the Water Utility for clean-up and the potential water quality issues in the riverbed, the Utility Commission recommends City Management successfully stops the reoccurrence of the homeless in City properties in the riverbed and for the City Council to review the following possibilities for resolution. Some things to consider would be to contact other cities to see how they have resolved this issue, talk with the Police Department about enforcement using Community Service Officers, consider hiring qualified private security until the Police Department has adequate staffing, install cameras in the principal entries of the riverbed, providing information and services to the homeless, and install fencing in some locations where it would be cost effective to close off entrances to the riverbed. Vice-Chair Nyman seconded the motion and it carried unanimously on a voice vote of 5 ayes.

COMMISSIONER REQUESTS:

OUTSTANDING COMMISSIONER REQUESTS CARRIED OVER FROM PREVIOUS MEETINGS:

1. Review of City Council Staff Report Item: Introduction of City of Lompoc Ordinance No. 1660(18) Related to Administrative Fines for Violations of the Sewer System Regulations – review pending receipt of Environmental Protection Agency’s April 2019 site visit report – Action Item – City Council directed Utility Commission advisory vote
2. Request to have staff report on procedures for Water Leak Postcard Notification Program – Informational Item - Commissioner Linn
3. Requests staff review the City’s policy for handing commercial and residential customers different than commercial/commercial customers in selecting which utilities turned on – Informational – Commissioner Linn
4. Requests staff to investigate the possibility of the City offering a discount (\$8.00 off) on the City’s Wi-Fi if the resident installs security cameras that can be assessed by the Police Department – Informational - Commissioner Linn
5. Request staff bring the hardcopy of the Water Leak Rebate for review at the next Utility Commission meeting. Requests the Leak Detection Program be reevaluated for multi-family properties. - **CR-4** - Informational - Commissioner Linn
6. Request staff reevaluate current and future amount of rebates with the Utility Commission and how much actual savings are received from these types of rebates – Informational - Commissioner Linn
7. Requests a report on the electric capacity requirements of the Lompoc Theatre – Informational - Commissioner Linn
8. Requests an update on the cancelled Ocean Avenue Wastewater Collection Line Project – Informational - Commissioner Linn

ACTION: Commissioner Linn moved to make a motion on the outstanding Commissioner Requests Items #3, #4, and #5 be continued with Items #1, #2, #6, #7, and #8 be removed from Commissioner Requests. **Commissioner Dunlap** seconded the motion and it carried unanimously on a voice vote of 5 ayes.

ACTION: Commissioner Linn moved to amend the outstanding Commissioner Requests to restore Item #1 to the outstanding Commissioner Requests and request staff to provide further information regarding this item. **Commissioner Dunlap** seconded the motion and it carried unanimously on a voice vote of 5 ayes.

WRITTEN COMMUNICATION:

1. Division updates for October 2019.- Attachment **SC-1 thru SC-5**

2. City of Lompoc Above and Below Narrows Cachuma Water Storage Accounts with Monthly Rainfall Count and Static Level Totals – Attachment **SC-1a**
3. Water Leak Detection and Repair Rebate Application – **CR-4**

A motion was made by **Chairperson Holloway** and seconded by **Commissioner Linn** for adjournment. The Commission adjourned the meeting at 6:54 p.m. on a voice vote of 5 ayes.

ATTEST:

Robert Holloway, Chair
Utility Commission

Brad Wilkie,
Utility Director

**UTILITY COMMISSION
MINUTES
Monday, December 9, 2019**

A regular meeting of the Lompoc Utility Commission was held in the Council Chambers and was called to order at 5:01 p.m., Monday, December 9, 2019.

ROLL CALL:

Utility Commissioners Present: Chairperson Bob Holloway
Vice-Chair Jerry Nyman
Commissioner John Linn - Vacation
Commissioner Robert Dunlap
Commissioner Leah Braitman - Sick

Staff Present: Brad Wilkie, Utility Director
Shaun Ryan, Water Superintendent
Tikan Singh, Electric Utility Manager
Kristin Worthley, Utility Administrative Analyst
Theresa Luna, Utilities Department Office Staff Assistant IV

Audience: Mayor Jenelle Osborne
Councilmember Mosby
Jim Throop, City Manager
Frances Gonzales, Utility Conservation Representative
Dorin Marrs, Wastewater Collections Supervisor

APPROVAL OF MINUTES:

None – Minutes of November 18, 2019 will be available for approval at the January 13, 2020 Utility Commission Meeting.

AUDIENCE COMMUNICATIONS: None

STAFF REPORTS:

ORAL COMMUNICATIONS (3 MINUTES MAXIMUM):

NEW BUSINESS:

1. Approve 2020 Utility Commission Meeting Schedule - NB-1 – ACTION

Mr. Wilkie requested the utility commission to accept or amend the 2020 meeting schedule.

ACTION: Vice Chairperson Nyman moved to approve the 2020 Utility Commission Meeting Schedule. Commissioner Dunlap seconded the motion on a voice vote of 3 ayes (Commissioner Linn and Commissioner Braitman unavailable).

2. Commission Minutes – NB-2– INFORMATIONAL

Brad Wilkie, Utility Director reported the following:

In accordance with the City of Lompoc's Commission Handbook, (the Ralph M. Brown Act), it is the policy of the City Council that the Utility Commission minutes are not verbatim. They are, instead, action minutes, recording the essence of the decisions made and significant action taken.

Mr. Wilkie reported from this meeting forward, the Utility Commission minutes will be action minutes.

3. Discussion of homeless moving back into the Riverbed – ACTION

Brad Wilkie, Utility Director reported this item was requested by Administration for discussion, because there has been interest in utilizing water utility funds to patrol the riverbed. In the budget sessions for the City, the City Council Attorney recommended the City not provide funding for the riverbed cleanup. But, it doesn't mean the Utility Commission can't review this item as a supplemental progression that is detrimental to the water table.

Mr. Wilkie would like to see what the level of intervention is needed to come up with an estimate of what it would cost at certain levels to clean up the riverbed and make decisions regarding the best approach it would take to monitor the safety of the aquifer.

Chairperson Holloway asked if the County could assist in the patrol of the riverbed. Jim Throop, City Manager reported the County does not have a want/desire to assist with the riverbed cleanup. The County offered \$200,000 for a triage center for the homeless.

Mr. Wilkie stated the first step would be is to figure out if there is an interest to protect the aquifer by keeping all materials from being sifted to the aquifer.

Commissioner Dunlap queried staff if there was any money that the Police Department has set aside for patrolling the riverbed. Mr. Wilkie reported the Police Department had a homeless contact person, but with staffing issues they had trouble with patrol. The Police Department does not have a homeless contact person at this time. There are no funds available in the budget to expand the Police Department to reciprocate and address issues that are reoccurring from what was happening there before. The Police Department will be hiring 3 or 4 new police officers, but it would could take over a year of training before they could possibly assist in the patrol of the riverbed.

Vice-Chair Nyman queried staff “does anybody have a recommendation for the Utility Commission on what action would they like to see us to take”.

Shaun Ryan, Water Superintendent reported one of the important things staff has found from a seminar staff attended was that the City should focus on the reactionary of the riverbed cleanup. The City should look at more proactive programs and try to instill a better direct line of communication with the homeless groups, so that they know what is available for them as they don't tend to go outside of their comfort zone to look for help/aid. If the Water Department was funding the riverbed cleanup, staff would be more comfortable with proactive programs instead of reactionary.

Mr. Wilkie reported a night time camping site program is being consider, but funding of this program could be an issue. This is a proactive approach that would provide encouragements to get people out of the riverbed and utilize services that are available to them and would get people off of the street. This action would assist the Wastewater Plant, because it would get sewage off of the street.

Vice-Chair Nyman stated he is not versed on this subject and feels uncomfortable doing it alone with this item before them, because of the overall lack of effort on others until the additional police officers get on board and get up to speed and working with the City Council before the Utility Commission makes a recommendation on the homeless in the riverbed. Commissioner Dunlap agreed with Vice-Chair Nyman and stated that all agencies should become involved to keep the homeless out of the riverbed.

The Utility Commission requests continuation of this item of the homeless moving back into the riverbed with other resources involved at the next Utility Commission.

ACTION: Chairperson Holloway moved for continuation of the homeless moving back into the riverbed with other resources involved at the next Utility Commission meeting for review. Vice-Chair Nyman seconded the motion and it carried unanimously on a voice vote of 3 ayes (Commissioner Linn and Commissioner Braitman unavailable).

4. Approve Dismissal of the Following Commissioner Requests: - ACTION

1. Request to have staff report on procedures for Water Leak Postcard Notification Program – Informational Item - Commissioner Linn
2. Request staff reevaluate current and future amount of rebates with the Utility Commission and how much actual savings are received from these types of rebates – Informational - Commissioner Linn

3. Request staff readjust the toilet replacement rebate - Informational - Chairperson Holloway
4. Requests a report on the electric capacity requirements of the Lompoc Theatre - Informational - Commissioner Linn
5. Requests an update on the cancelled Ocean Avenue Wastewater Collection Line Project – Informational - Commissioner Linn

ACTION: Commissioner Dunlap moved to dismiss the five listed Commissioner Requests Vice-Chair Nyman seconded the motion and it carried unanimously on a voice vote of 3 ayes (Commissioner Linn and Commissioner Braitman unavailable).

OLD BUSINESS: (none)

COMMISSIONER REQUESTS

OUTSTANDING COMMISSIONER REQUESTS CARRIED OVER FROM PREVIOUS MEETINGS:

1. Review of City Council Staff Report Item: Introduction of City of Lompoc Ordinance No. 1660(18) Related to Administrative Fines for Violations of the Sewer System Regulations – review pending receipt of Environmental Protection Agency’s April 2019 site visit report – Action Item – City Council directed Utility Commission advisory vote
2. Requests staff review the City’s policy for handing commercial and residential customers different than commercial/commercial customers in selecting which utilities turned on – Informational – Commissioner Linn - **ACTION**
3. Requests staff to investigate the possibility of the City offering a discount (\$8.00 off) on the City’s Wi-Fi if the resident installs security cameras that can be assessed by the Police Department – **CR-3**– Informational - Commissioner Linn - **ACTION**
4. Request staff bring the hardcopy of the Water Leak Rebate for review at the next Utility Commission meeting. Requests the Leak Detection Program be reevaluated for multi-family properties. - **CR-4** - Informational - Commissioner Linn - **ACTION**

ACTION: Chairperson Holloway moved to continue Item 1 for review at future Utility Commission meetings as City Council directed the Utility Commission to make an advisory vote on this item. Item 2 will be reviewed by Finance Staff at the next Utility Commission meeting. Item 3 will be removed from Commissioner Requests since the discount doesn’t meet any of the four areas Public Benefits funds that could be used.

Item 4 will be re-evaluated by the Utility Conservation Staff. **Vice-Chair Nyman** seconded the motion and it carried on a voice vote of 3 ayes (Commissioner Linn and Commissioner Braitman unavailable).

WRITTEN COMMUNICATION:

1. Division updates for December 2019.- Attachment **SC-1 thru SC-5**
2. City of Lompoc Above and Below Narrows Cachuma Water Storage Accounts with Monthly Rainfall Count and Static Level Totals – Attachment **SC-1a**
3. 2020 Utility Commission Meeting Schedule – **NB-1**
4. Staff Report – Meeting Minutes – Information – **NB-2**
5. Staff Report - Commissioner Request – Investigation the possibility of the City offering a discount (\$8.00 off) on the City's Wi-Fi if the resident installs security cameras that can be assessed by the Police Department. Action - Commissioner Linn – **CR-3**
6. Staff Report – Commissioner Request - Request staff bring the hardcopy of the Water Leak Rebate for review at the next Utility Commission meeting - **CR-4** Requests the Leak Detection Program be reevaluated for multi-family properties. Action - Commissioner Linn

A motion was made by **Vice-Chair Nyman** and seconded by **Commissioner Dunlap** for adjournment. The Commission adjourned the meeting at 5:40 p.m. on a voice vote of 3 ayes, with Commissioner Linn and Commissioner Braitman absent.

ATTEST:

Robert Holloway, Chair
Utility Commission

Brad Wilkie,
Utility Director



Utility Commission Divisional Update - Water

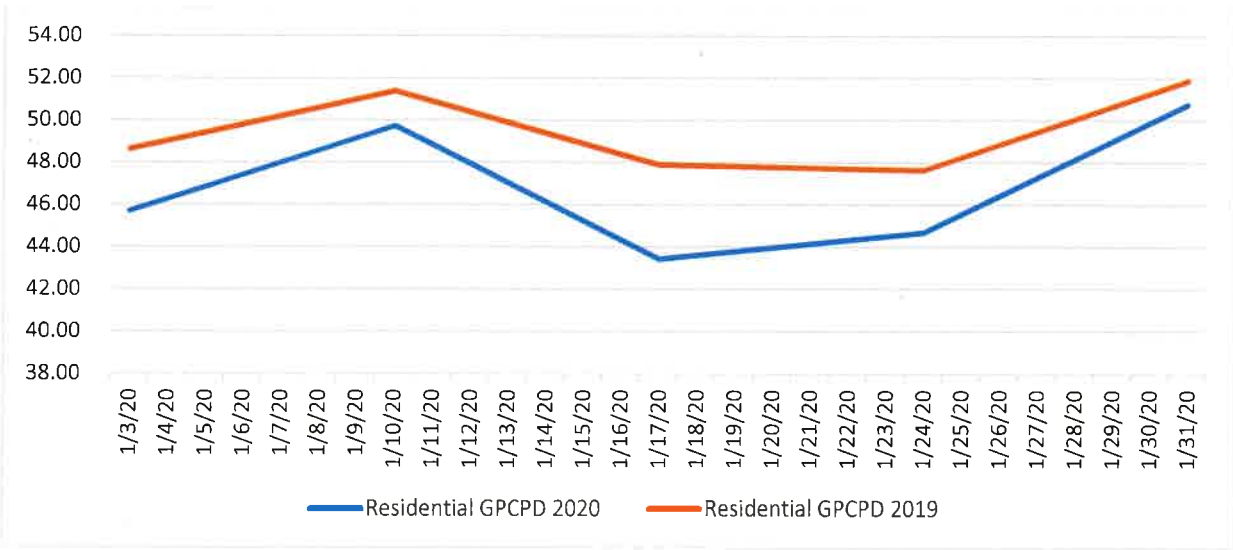
Utility Commission Meeting Date: February 10, 2020

TO: City of Lompoc Utility Commissioners

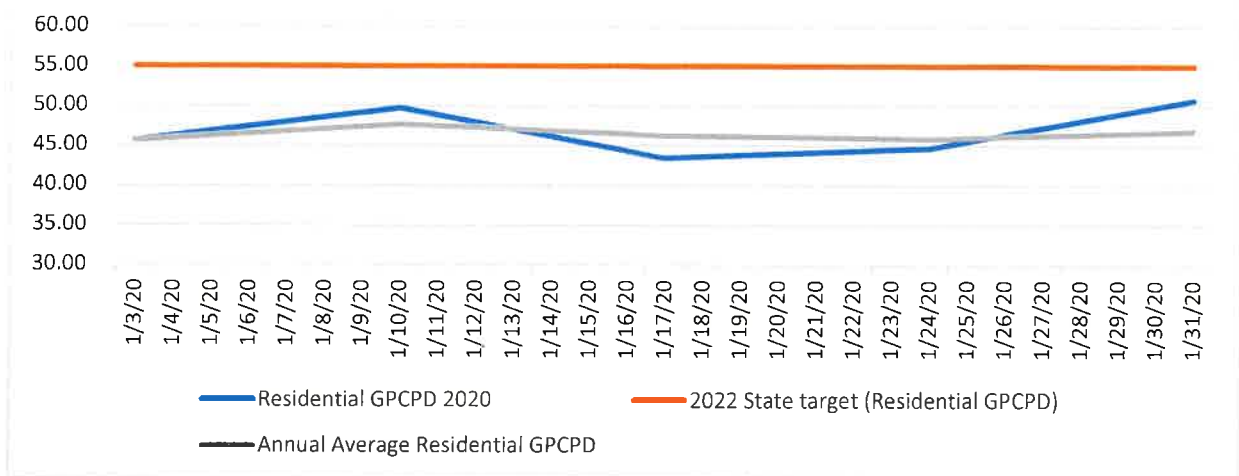
FROM: Shaun Ryan, Water Superintendent
s_ryan@ci.lompoc.ca.us

SUBJECT: Water Divisional Update for the month of January 2020.

For the month of January 2020, the Water Treatment Plant (WTP) treated 84.4 million gallons of fresh clean drinking water, which is 2.7 million gallons per day. The GPCPD for January was 66.8 serving a population of 40,759 customers, the residential GPCPD is 48.1. The YTD average daily residential usage for 2020 is 46.8 (gallons/per capita per day), our target set by the state for 2022 is 55 GPCPD annual average. Our laboratory collected and processed 96 routine bacteriological samples from our distribution system with zero positive bacteria samples reported. The Water Treatment Plant recorded 0.56" of rain for January.



Lompoc Residential Water Consumption



The Meter shop upgraded and programmed 104 - 60W ERT's to 100W, replaced 13 meters, and completed troubleshooting on 29 meter boxes.

Contractors completed the dive inspection and cleaning of the Avalon reservoir, no reportable issues with tank integrity or cleanliness.

Contractors completed the pull and camera of well #5 casing, they reported back no issues with the well casing and have recommended we finalize our rehabilitation of the well with a physical and chemical cleaning of the casing and gravel pack before reinstalling a new pump and column pipe. Final camera of the well to follow after the cleaning but before the installation of the new pump.

Components are onsite to replace the 3 VFD's for the Uplands Pumping Station, contractor currently working with WTP personnel to finalize the replacement VFD and cabinet at Well #1. Once this project is finalized the contractor and Water personnel will be installing and programming new VFD's and PLC's for the Uplands Pumping Station.

In addition, 24 water bacteriological samples were taken to ensure the absence of E. coli bacteria and that proper chlorine residuals were present throughout the distribution system.

Staff continued valve exercising and hydrant maintenance. These programs are on-going. Crews responded to various routine customer calls throughout this past week. Routine preventative maintenance rounds and corrective work orders at the Plant and remote sites were performed.

The Maintenance section has started the annual basin maintenance on one half of the treatment facility while the other half is still up and operational for daily demand needs. This maintenance includes physical and chemical cleaning of deposits and settled solids in the flash mixer, flocculation, sedimentation, and re-carbonation basins. Mechanical components will then be replaced before corrosion control measures are completed and it is placed back into service.

City of Lompoc
 Above and Below Narrows Cachuma Water Storage Accounts with Monthly
 Rainfall Count and Static Level Totals – FY 2020

Report date	Totals are in acre-feet (Ac.-ft.) Above the Narrows	Totals are in acre-feet (Ac.-ft.) Below the Narrows	Rain Fall Count/ Total	*Static Level (well # 3)	*Static Level (well #11)
January 31, 2020			0.56"/5.76"	46.34'	61.72'
February 28, 2020					
March 31, 2020					
April 30, 2020					
May 31, 2020					
June 30, 2020					
July 31, 2020					
August 31, 2020					
September 30, 2020					
October 31, 2020					
November 30, 2020					
December 31, 2020					

*Top of Well-Head to Water

City of Lompoc
Above and Below Narrows Cachuma Water Storage Accounts with Monthly
Rainfall Count and Static Level Totals – FY 2019

Report date	Totals are in acre-feet (Ac.-ft.)		Rain Fall Count/ Total	*Static Level (well # 3)	*Static Level (well #11)
	Above the Narrows	Below the Narrows			
January 31, 2019	11,355	209	5.30"/8.81"	N/A	43.01'
February 28, 2019	11,657	654	5.95"/14.76"	43.30'	39.79'
March 31, 2019	11,657	1,227	2.49"/17.25"	40.40'	40.80'
April 30, 2019	11,657	2,069	0.14"/17.39"	39.20'	40.86'
May 31, 2019	13,278	3,029	1.00"/18.39"	38.05'	41.32'
June 30, 2019	14,863	4,098	0.00"/18.39"	39.39'	44.60'
July 31, 2019	15,335	4,098	0.00"/0.00"	39.14'	52.76'
August 31, 2019	15,546	4,098	0.04"/0.04"	N/A	N/A
September 30, 2019	15,581	4,098	0.00"/0.04"	43.80'	62.71'
October 31, 2019	15,606	4,098	0.00"/0.04"	44.80'	70.60'
November 30, 2019	15,631	4,098	1.60"/1.64"	45.51'	67.21'
December 31, 2019	15,656	4,098	3.56"/5.20"	46.74'	60.86'

*Top of Well-Head to Water



Utility Commission Divisional Update – Electric

Utility Commission Meeting Date: February 10, 2020

TO: City of Lompoc Utility Commissioners

FROM: Tikan Singh, Electric Utility Manager
t_singh@ci.lompoc.ca.us

SUBJECT: Electric Divisional Update for the month of January 2020.

Electric crews completed the following:

- Installed a new transformer and a secondary riser at 1016 North Avenue.
- Crews replaced a burnt pole mount transformer at the 100-200 blocks of North E/F Streets.
- Crews replaced a rusted pad mount transformer with a new transformer at 517 North 8th Street.
- Crews continued distribution system hardening in the wildfire risk areas as identified in the City's Wildfire Mitigation Plan.
- Service Crew personnel responded to customer service calls, DigAlert marking requests, streetlight outages, and replaced electrical services to upgrade customer's electrical panels.

Electric Utility Technicians performed line clearances, switching requests, hot-line tags and no test permits to ensure electric crew's safety. Technicians performed weekly and monthly inspections at the Receiving Station. In addition, Technicians examined and replaced the relay that caused the momentary outages in December 2019, and assisted the line crew with the switching orders. Technicians are assisting with the camera installation as requested by the Police/Broadband divisions.

Staff reviewed and approved building plans for construction of new single family dwelling and accessory dwelling unit to be located in the 300 block of Valley View Drive, and installation of new enclosed sunroom to be built at single family residence in the 1400 block of Crown Circle. Staff reviewed and approved encroachment permit for installation of driveway approach in the 500 block of North O Street, installation of two new poles and anchors along with a new overhead fiber installation by Frontier Communications from Pine Avenue and O Street to Ocean Avenue, and installation of several thousand feet of fiber optic cable by Frontier Communications. GIS staff continued with work on database maintenance, data entry, GIS updates, interval data migration to city server, along with organizing and updating records for city owned electrical transformers.

Electric is glad to announce that its Geothermal plant operated by NCPA is back on-line at full capacity. This facility shares the transmission line with PG&E that decided to take an outage on the line to perform maintenance. The outage was scheduled to last several months, however,

NCPA was able to get an interim solution approved by the regulatory agency. NCPA finished the work in January 2020 bringing the entire plant back online.

On January 16th at approximately 4:00 a.m., power generation and operations at the NCPA's Lodi Energy Center (LEC) ceased due to a forced outage. The power plant remains offline as of this writing. Based on initial assessments by NCPA plant staff, it appears there may be significant damage to the combustion turbine, which is internal to the plant's operations. Both Siemens, the equipment manufacturer and warrantor, and NCPA have forensic engineer's onsite to assess the cause of the outage and potential damage. It is anticipated that this assessment will take two to three weeks to complete. Once the assessment is concluded, the Agency will have a better understanding of the scope, as well as the estimated timeline and potential cost, of needed repairs to bring the facility back online. Lompoc is working with NCPA for power delivery needs and will procure additional power if needed.



Utility Commission Divisional Update – Wastewater Utility

Utility Commission Meeting Date: February 10, 2020

TO: City of Lompoc Utility Commission

FROM: Shaun Ryan, Acting Wastewater Superintendent
s_ryan@ci.lompoc.ca.us

SUBJECT: Wastewater Divisional Update for the month of January 2020

Collections:

- No sanitary sewer overflows to report.
- Routine cleaning of Map #3 has been completed.
- Camera unit back in service. Staff utilizing camera in assisting Engineering Department with Storm Drain inspection.
- Assist Wastewater Plant Staff on oxidation ditch cleanup.
- On-going plan checks.
- Camera work on Map #4 (CCTV).
- Assisted Wastewater Plant Staff with Vactor unit.
- Camera work on Map #4 has been completed.
- Reviewing applications for Wastewater Collection Worker.
- Camera work on Map #3 (CCTV).
- January 27-29, 2020, staff attended Pre-Treatment Conference

Reclamation Plant Maintenance:

- Staff has been keeping up with the weekly plant maintenance.
- Staff sent the RAS pump 1A out for rebuild.
- Staff has repaired a 3W line blow-out and worked with Operations staff to clean-out the gravel and sand that it caused to flow into Clarifier #3.
- Staff made some repairs to the East Barscreen's Rotopress that had a piece of stainless pipe jammed in it from an outside source.
- WWTP Maintenance Staff are working on Clarifiers and Ox Ditch with Operation's Crew.
- Working on getting up to date quotes for the Wastewater Plant CIPs.

Information Technology/System Control and Data Acquisition (SCADA):

- SCADA Upgrade is fully in control and continues to be monitored.
- Overall SCADA network running and in good shape.

- Secondary flow meter continues to have accuracy issues, a temporary is in place, and the service one is being prepped to be shipped out for repair.

Laboratory:

- Quarterly testing has begun.
- For the last half of last year, there were two stormwater events.
- Staff continues to work with the consultant to update the laboratories Quality Systems.
- The lab received its certification and are certified until 2022.
- Staff has nearly completed their sampling for the first quarter.
- Daily, weekly, and monthly testing is ongoing.
- Continue working on the laboratory update.
- Working with a new laboratory on the Wastewater Treatment Plant's chronic toxicity.

Pretreatment:

- Staff met with Morris Sobhani to assist with filling out the Baseline Monitoring Report (BMR).
- Working on completing the Annual Report for Pretreatment.
- Inspections are being scheduled with permitted users. Staff has made appointments to meet with dentists regarding their amalgam separators.
- An NOV will be sent to our permitted user DenMat.
- Updated all of the Wastewater Pretreatment Program Fact Sheets for Wastewater Treatment Plant's permittees.
- Culligan will get a new Wastewater permit.
- Sent out fees for all Wastewater Treatment Plant's permit holders

Operations:

- Continued standard plant operations.
- Raise return rate to 5.5 MGD, number one clarifier continues to lose its prime every day.
- Sean Walsh is to take over for Operations.
- Saturday, January 11, 2020, the Wastewater Plant experienced a 3w line break, this break pushed rocks into clarifier #3 causing the arm to shut off on Hi Torque. Clarifier 3 was taken out of service. The rocks have been removed by our collection crew. Currently it is drained and being cleaned.
- 3w mainline is back in service, the broken joint isolated and under repair.
- Clarifier 3 has been cleaned and staff are filling it in prep to put it back in service.
- Sample to Clinical lab for the 13th came back with a BOD of 21. Our daily limit is 20 for BOD.
- Clarifier #3 has been put back in service.
- The Wastewater Treatment Plant exceeded BOD discharge limit of 20mg/L daily maximum for the week of January 13, 2020. It has been concluded that this was a direct result of the 3w Line break on the evening of January 11, 2020. Subsequent BOD samples are in compliance.
- Brian Stevens is taking on the role of Chief Plant Operator as of Tuesday, January 28, 2020.
- December 2020 NPDES Report, Q4 NPDES Report, Annual NPDES Report, Pretreatment Annual Report and Pretreatment Q4 Reports have all been submitted to California Integrated Water Quality System (CIWQS).



Utility Commission Divisional Update – Solid Waste

Utility Commission Meeting Date: February 10, 2020

TO: City of Lompoc Utility Commissions

FROM: Keith Quinlan, Solid Waste Superintendent
k_quinland@ci.lompoc.ca.us

SUBJECT: Divisional Update for the month of January 2020.

The Landfill Supervisor and Groundwater Consultant have taken quarterly groundwater samples, which included additional testing for per- and polyfluoroalkyl substances (PFAS), as required by the Central Coast Regional Water Quality Control Board.

The Landfill staff helped to resuscitate a landfill customer by providing CPR to the gentleman until first responders arrived on site. The CPR training was provided by the City's Safety Officer. The Landfill staff and City's Public Information Officer were interviewed by KCOY, KCSB and the Lompoc Record for a story on Landfill staff helping to resuscitate a landfill customer by providing CPR, until first responders arrived on site.

The Trash Talk Newsletter winter addition has been delivered to all residents and businesses in Lompoc. The newsletter provides information on solid waste and recycling, and has included proper disposal of household hazardous waste in the lead article.

The City's Household Hazardous Waste Collection Facility had over 1,500 appointments during calendar year 2019.

On Monday, December 23rd, the Landfill had its first stormwater discharge, requiring sampling of the stormwater from the Landfill. Since November 20th, the first rain event of the season, the Landfill has received 7.95 inches of rain.

The Landfill Supervisor has taken monthly readings of the landfill gas well field and readings from the perimeter monitoring probes, in addition readings are also taken at the Landfill Gas Flare. The landfill gas well field data collection is a requirement of the Santa Barbara County Air Pollution Control District and the perimeter probe data collection is a requirement of the Department of Resources Recycling and Recovery of CalRecycle.

Solid Waste has diverted 270 mattresses from the Landfill for recycling for the month of December 2019. For 2019, the Landfill has diverted 5,710 mattresses from disposal. Since the establishment of the Mattress Recycling Program in September of 2016, the Solid Waste Division has diverted over 18,000 mattresses from disposal to recycling. Residents can recycle their mattresses at the Lompoc Landfill free of charge during normal operating hours; Monday through Friday from 7:30 a.m. to 4:00 p.m. and Saturday's and Sunday's from 10:00 a.m. to 3:45 p.m.

The Solid Waste Recycling Coordinator attended the quarterly Santa Barbara County Solid Waste Local Task Force Meeting held in the Council Chambers at the City of Solvang's Municipal Hall.

Solid Waste has submitted the semiannual Groundwater Monitoring Report for the Lompoc Landfill to the Central Coast Regional Water Quality Control Board, for the period of July – December 2019.

The Landfill received 4,420 total tons of trash, recycling, and greenwaste for the month of November 2019. The total tons recycled were 1,234 tons and the total tons disposed were 3,186 tons. The Landfill saw a 10.9% decrease in trash tonnages for November 2019 over November 2018 tonnages.

The Landfill received 4,191 total tons of trash, recycling, and greenwaste for the month of December 2019. The total tons recycled were 886 tons and the total tons disposed were 3,305 tons. The Landfill saw a 3.4% increase in trash tonnages for December 2019 over December 2018 tonnages.

Solid Waste has submitted the Quarterly Integrated Waste Management Fee and Disposal Reporting Systems Reports to the California Department of Tax and Fee Administration and the California Department of Resources Recycling and Recovery or CalRecycle. The total tons disposed in the fourth quarter of 2019 were 9,848 tons, averaging 111 trash tons per day for the 89 operating days in the quarter.

Christmas tree recycling has taken place. Residents who missed the curbside tree collection are still able to drop their trees off free of charge at the Lompoc Landfill. Residents can also cut the trees into smaller pieces and place them in their greenwaste containers for collection. Prior to recycling the trees, all decorations and tree stands must be removed.



Utility Commission Divisional Update - Broadband

Utility Commission Meeting Date: February 10, 2020

TO: City of Lompoc Utility Commissioners

FROM: Richard Gracyk, Broadband Services Administrator
R_gracyk@ci.lompoc.ca.us

SUBJECT: Broadband Divisional Update for the month of January 2020

Following is a summary of significant activities of the Broadband Division during the month of January 2020.

- Staff has worked with receiving station personnel to continue installing cameras as requested by the police department. Staff has also worked to provide the software and methodology for Police personnel to review and create the video files as needed. Staff has worked with IT and PD personnel to provide adequate storage capabilities for the archived video.
- The City Clerk has requested IT, working in conjunction with Broadband and TAPTV, permanently store a digital video copy of City Council meetings. Storage calculations have been made and space has been allocated on the network storage servers. Additionally, a DVD hardcopy will be provided to the City Clerk for archive and indexing.
- Staff worked with Police IT staff and Comcast contractors to provide access for the installation of a fiber data connection related to the upgrade to the E-911 system. There were questions related to the entry point for the, now obsolete, I-NET which was provided by Comcast in the early 2000's.
- Staff installed a point-to-point network connection for the purchasing yard to improve connection speed and reliability.
- Staff continues to provide support for all cell phone and desk phone needs.
- Customer Service staff have been working with Utility Billing staff to understand and implement SB 998. SB 998 relates to the nonpayment cut-off procedure for water service. An item will be going to Council that explains the changes and will request a motion for the policy items requiring modifications.
- A number of discussions have been held regarding the reimplementation of the leak report postcard mailing. New personnel have been briefed on the program and a reimplementation schedule has been proposed at a later date.
- Fixed network meter reading continues, latest number are 99.53% for electric meters and 97.05 for water meters.
- A generator and UPS has been purchased to provide power backup for KPEG radio operations. In the event of a PSPS event or other emergency, the radio station can be used for local notifications. Additionally, remote broadcast capabilities have been created to allow for EOC and Council Chambers to be used as a studio.

- KPEG personnel will conclude the winter sports season with broadcasts of high school basketball.



City Council Agenda Item

City Council Meeting Date: January 21, 2020

TO: Jim Throop, City Manager

FROM: Kristin Worthley, Administrative Analyst
k_worthley@ci.lompoc.ca.us

SUBJECT: Approval of Intra-Basin Administrative Agreement for the Implementation of the Sustainable Groundwater Management Act in the Santa Ynez River Valley Groundwater Basin

Recommendation:

Staff recommends the City Council approve Intra-Basin Administrative Agreement for the Implementation of the Sustainable Groundwater Management Act in the Santa Ynez River Valley Groundwater Basin (Agreement) (attached), and direct the City Manager to execute it.

Background/Discussion:

In 2014 the State of California enacted the Sustainable Groundwater Management Act (SGMA), including but not limited to Water Code Section 10720 et seq. SGMA characterized the Santa Ynez River Valley Groundwater Basin (Basin) as a medium-priority basin that is not in critical overdraft. SGMA provides for medium-priority basins to: establish a Groundwater Sustainability Agency (GSA) and adopt a Groundwater Sustainability Plan (GSP).

There are three GSAs associated with the Basin:

1. The Western Management Area Groundwater Sustainability Agency (WMA GSA) formed by the City of Lompoc, Vandenberg Village Community Services District, the Mission Hills Community Services District, the Santa Ynez River Water Conservation District, and the Santa Barbara County Water Agency.
2. The Central Management Area Groundwater Sustainability Agency (CMA GSA) formed by the City of Buellton, the Santa Ynez River Water Conservation District, and the Santa Barbara County Water Agency.

3. The Eastern Management Area Groundwater Sustainability Agency (EMA GSA) formed by the City of Solvang, The Santa Ynez River Water Conservation District-Improvement District No. 1, the Santa Ynez River Water Conservation District, and the Santa Barbara County Water Agency.

The purpose of the Agreement is for the three GSAs to work together to explore, study, evaluate, develop and carry out mutually beneficial approaches and strategies for implementing the SGMA throughout the Basin in an effective, efficient, fair, and cost-effective manner.

Fiscal Impact:

Cost incurred for services or activities will be equally apportioned among and paid by the three GSAs (one third each). Cost sharing within the WMA GSA will be administered in accordance with the terms of the WMA Memorandum of Understanding dated January 2017.

Conclusion:

The Agreement commits the eight agencies to cooperate and meet the requirements and elements set forth in Section 357.4 of Title 23 of the California Code of Regulations to ensure that GSPs are developed and implemented utilizing the same data and methodologies, and that elements of the GSPs necessary to achieve the sustainability goal for the Basin are based upon consistent interpretations of the basin setting.

Respectfully submitted,

Kristin Worthley, Administrative Analyst

APPROVED FOR SUBMITTAL TO THE CITY MANAGER:

George Morrow, Interim Utility Director

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL:

Jim Throop, City Manager

Attachment: Intra-Basin Administrative Agreement for Implementation of the Sustainable Groundwater Management Act in the Santa Ynez River Valley Ground Water Basin

Intra-Basin Administrative Agreement
For Implementation of the Sustainable Groundwater Management Act
In the Santa Ynez River Valley Groundwater Basin

This Intra-Basin Administrative Agreement (“Agreement”) is made and effective as of _____, 2019 (“Effective Date”) by and between the Parties executing this Agreement below, each referred to herein as a “Party” and collectively as the “Parties.”

A. **WHEREAS**, in 2014 the State of California enacted the Sustainable Groundwater Management Act, including but not limited to Water Code section 10720 et seq., referred to in this Agreement as the “Act” or “SGMA,” as subsequently amended, pursuant to which certain agencies may become or participate in “Groundwater Sustainability Agencies” (“GSAs”) and prepare, adopt, and implement “Groundwater Sustainability Plans” (“GSPs”) to achieve sustainable groundwater management in basins throughout the State. The Act defines a groundwater “basin” as a basin or sub-basin identified and defined in California Department of Water Resources (“DWR”) Bulletin 118 or as modified pursuant to the Act. Each Party is a local agency located within the Santa Ynez River Valley Groundwater Basin (Bulletin 118, Basin No. 3-15, “Basin”), each is qualified to become a GSA or participate in a GSA or multiple GSAs, and each is authorized to adopt a GSP or participate in the adoption of a GSP or multiple GSPs under the Act for all or a portion of the Basin, as applicable; and

B. **WHEREAS**, the Parties previously executed a “Memorandum of Understanding for Implementation of the Sustainable Groundwater Management Act in the Santa Ynez River Valley Groundwater Basin” dated May 23, 2016 (“2016 MOU”) to, among other things, provide for the initial organization of the Basin according to three separate Management Areas, ensure the timely formation and filing of a separate GSA for each of the three Management Areas, and establish the basis for a cooperative and ongoing working relationship between and among the Parties and GSAs for implementing the goals and requirements of SGMA throughout the Basin; and

C. **WHEREAS**, in accordance with SGMA and the 2016 MOU, three separate GSAs have been formed and are operating within the Basin, wherein one GSA represents the Western Management Area, one GSA represents the Central Management Area, and one GSA represents the Eastern Management Area; and

D. **WHEREAS**, the Western Management Area Groundwater Sustainability Agency (“WMA GSA”) was formed by the City of Lompoc, the Vandenberg Village Community Services District, the Mission Hills Community Services District, the Santa Ynez River Water Conservation District, and the Santa Barbara County Water Agency pursuant to the January 11, 2017 Memorandum of Agreement for Formation of a Groundwater Sustainability Agency for the Western Management Area in the Santa Ynez River Valley Groundwater Basin Under the Sustainable Groundwater Management Act (“WMA MOA”); and

E. **WHEREAS**, the Central Management Area Groundwater Sustainability Agency (“CMA GSA”) was formed by the City of Buellton, the Santa Ynez River Water Conservation District, and the Santa Barbara County Water Agency pursuant to the January 11, 2017 Memorandum of Agreement for Formation of a Groundwater Sustainability Agency for the Central Management Area in the Santa Ynez River Valley Groundwater Basin Under the Sustainable Groundwater Management Act (“CMA MOA”); and

F. **WHEREAS**, the Eastern Management Area Groundwater Sustainability Agency (“EMA GSA”) was formed by the City of Solvang, the Santa Ynez River Water Conservation District, Improvement District No.1, the Santa Ynez River Water Conservation District, and the Santa Barbara County Water Agency pursuant to the April 27, 2017 Memorandum of Agreement for Formation of a Groundwater Sustainability Agency for the Eastern Management Area in the Santa Ynez River Valley Groundwater Basin Under the Sustainable Groundwater Management Act (“EMA MOA”); and

G. **WHEREAS**, the Parties hereto wish to supplement and provide a further framework for cooperative and ongoing efforts among themselves and among the WMA GSA, the CMA GSA, and the EMA GSA for implementation of SGMA throughout the Basin in a manner that is effective, efficient, fair, and at reasonable costs.

THEREFORE, in consideration of the Recitals set forth above and the mutual promises set forth below, the Parties agree as follows:

1. Purpose. The primary purpose of this Agreement is to facilitate a cooperative and ongoing working relationship between the Parties and among the WMA GSA, the CMA GSA, and the EMA GSA that will allow them to explore, study, evaluate, develop, and carry out mutually beneficial approaches and strategies for implementing SGMA throughout the Basin in an effective, efficient, fair, and cost-effective manner.
2. Development of Separate Groundwater Sustainability Plans.
 - (a) In accordance with the WMA MOA, the CMA MOA, and the EMA MOA, a separate GSP will be developed by the respective GSAs for each of the three Management Areas identified in the Recitals above. As a part of their cooperative and ongoing efforts under this Agreement, the Parties through their respective GSAs shall continue to discuss and explore the potential formation of one or more new joint powers authority or alternative arrangement(s) to implement the GSPs and carry out the objectives and requirements of SGMA throughout the Basin in a coordinated fashion.
 - (b) As further described at Section 3 below, the Parties acknowledge and agree that the respective GSPs must be developed in a coordinated fashion and that a Coordination Agreement must be developed and submitted to the California Department of Water Resources (“DWR”) together with the three GSPs for the Basin. As foundation to the Coordination Agreement, and in accordance with Section 10727.6 of the Act, the Parties

further acknowledge and agree that their respective GSAs shall coordinate with each other in the preparation of the respective GSPs to ensure that the GSPs utilize the same data and methodologies for the following assumptions:

- Groundwater elevation data;
- Groundwater extraction data;
- Surface water supply;
- Total water use;
- Change in groundwater storage;
- Water budget; and
- Sustainable yield.

(c) Governance and decision-making processes within the individual GSAs shall be governed by the respective Memoranda of Agreement described in the Recitals above, as those documents may be modified or supplemented from time to time by applicable bylaws, policies, amendments, or other agreements.

3. Coordination Agreement. Because multiple GSPs will be developed for the Basin, the Parties agree that a Coordination Agreement shall be developed and entered in accordance with Sections 10727(b)(3), 10727.6, and 10733.4(b)(3) of the Act, and the requirements and elements set forth in Section 357.4 of Title 23 of the California Code of Regulations (“SGMA Regulations”) to ensure that the GSPs are developed and implemented utilizing the same data and methodologies and that elements of the GSPs necessary to achieve the sustainability goal for the Basin are based upon consistent interpretations of the basin setting.

Because developing and executing the Coordination Agreement is a prerequisite to filing the respective GSPs, the Parties agree to commence negotiation of the Coordination Agreement through their respective GSAs as soon as practicable, but no later than July 1, 2020. In the event that essential terms and elements of the Coordination Agreement, as set forth by Section 357.4 of the SGMA Regulations, have not been developed in draft for consideration by the Parties and the respective GSAs by June 1, 2021, any Party to this Agreement may demand in writing to the other Parties that the remaining process for developing and finalizing the Coordination Agreement be administered with the services of a mediator as provided by Section 7 below.

4. Sharing of DWR Grant Funds. The Parties acknowledge that the Santa Ynez River Water Conservation District (SYRWCD) is the grantee of a DWR Proposition 1 grant award of \$1,000,000 (“DWR Grant Funds”) on behalf of the respective GSAs for the three Management Areas and that such DWR Grant Funds are administered pursuant to the 2018 Grant Agreement Between the State of California (DWR) and the SYRWCD (“DWR Grant Agreement”). The Parties agree, individually and through their respective GSAs, that the DWR Grant Funds shall be shared and allocated equally (one-third each) among the WMA GSA, the CMA GSA, and the EMA GSA on behalf of the respective Management Areas for development of their

respective GSPs and related SGMA costs as authorized by the DWR Grant Agreement; and that if any GSA does not incur costs that are reimbursable from its respective one-third share of DWR Grant Funds, such unutilized funds shall be allocated equally (one-half each) to the two remaining GSAs; and that if either of the two remaining GSAs does not incur costs that are reimbursable from its one-half share of such remaining DWR Grant Funds, such unutilized funds shall be allocated to the one remaining GSA; and if the remaining GSA does not incur costs that are reimbursable from such remaining DWR Grant Funds, such unutilized funds shall be administered in accordance with the DWR Grant Agreement. Subject to the requirements of the DWR Grant Agreement, decisions related to the use and application of DWR Grant Funds within any given Management Area shall be made by the respective GSA for that Management Area.

5. Cost Sharing Among GSAs and Securing Joint Services.

- (a) The Parties anticipate the need or opportunity from time to time to perform certain services or activities that are common to and will benefit all three Management Areas and GSAs in preparing their respective GSPs, which services or activities otherwise would be funded individually through the GSAs, and where jointly securing and undertaking such services or activities can improve efficiencies in preparing the GSPs and save costs at a Basin-wide level. These common and mutually beneficial services, activities, and associated costs may include, but are not limited to, SGMA website development, data management systems, technical review, and administrative support. Any decision(s) on a case-by-case basis to secure and undertake services or activities that are common and mutually beneficial to the three Management Areas and GSAs, and to incur the costs associated with any such decision(s), shall require prior approval by all three GSAs, wherein the method, terms, and costs for securing and undertaking such services or activities shall be presented to each GSA as part of the aforementioned approval requirements.
- (b) Costs incurred for services or activities that are undertaken as described in Section 5(a) above shall be equally apportioned among and paid by the three GSAs (one-third each); provided, however, that each GSA shall make its own determination in coordination with SYRWCD of whether to seek reimbursement for its proportionate share of such costs from DWR Grant Funds made available to that GSA as described in Section 4 above. Cost sharing within the individual GSAs shall be administered in accordance with the terms of the WMA MOA, the CMA MOA, and the EMA MOA, along with any applicable amendments to those documents
- (c) SYRWCD shall coordinate cost sharing among the GSAs and administer any agreement or contract to provide such services or activities on behalf of the three GSAs as described in Section 5(a) above; provided, however, that SYRWCD may elect in the future not to provide such coordination or administration services, and provided further that the GSAs may agree in writing for a different Party or third-party to coordinate such cost sharing or to administer any such agreement or contract as part of the approval requirements described

in Section 5(a) above. The Parties agree that the costs incurred by SYRWCD or other Party or third-party for providing such coordination or administration services shall be apportioned and shared by the GSAs in accordance with this Section 5.

(d) Subject to the availability of DWR Grant Funds and other sources of funding that may be available to any of the GSAs, all other SGMA-related costs that are not shared among the three GSAs in accordance with this Agreement, including but not limited to those for preparation and implementation of their respective GSPs, shall be borne by the respective GSAs and Parties thereto in accordance with their respective Memoranda of Agreement described in the Recitals above, as those documents may be modified or supplemented from time to time by applicable bylaws, policies, amendments, or other agreements. Nothing in this Agreement is intended to nor shall limit any Party or any of the GSA from seeking recovery of SGMA-related costs, including but not limited to those for preparation or implementation of the GSPs, from water users and other persons and entities in any lawful manner, including but not limited to the authorities provided by SGMA.

6. Ongoing Cooperation. In accordance with the primary purpose of this Agreement, the Parties agree to coordinate with each other in good faith to ensure a cooperative and ongoing working relationship between the Parties and among the WMA GSA, the CMA GSA, and the EMA GSA that will allow them to explore, study, evaluate, develop, and carry out mutually beneficial approaches and strategies for implementing SGMA throughout the Basin in an effective, efficient, fair, and cost-effective manner. In furtherance of this purpose, each Party shall identify a principal contact person and other appropriate staff and/or consultant(s) to participate on such Party's behalf in carrying out this Agreement.

7. Dispute Resolution.

(a) The Parties agree to mediate any claim or dispute arising from this Agreement before filing any court action; provided, however, that any Party may elect not to mediate, where any Party that elects not to mediate or commences a court action based on a dispute or claim arising from this Agreement without first attempting to resolve the matter through mediation as provided in this Section 7 shall not be entitled to recover attorneys' fees or costs, even if such fees and costs otherwise would be available to that Party in any such action. A Party shall satisfy the requirement for "first attempting to resolve the matter through mediation" by proceeding or otherwise participating in accordance with the entire process set forth in Section 7(b) below.

(b) In the event of a claim or dispute, or where the Parties or respective GSAs cannot reach agreement on any matter arising under this Agreement, including but not limited to preparing GSPs in a coordinated fashion as described in Section 2(b) above, or developing a Coordination Agreement as described in Section 3 above, any Party may provide a written Notice of Dispute to the other Parties that describes in detail the claim or disputed matter ("Dispute"). Upon issuance of a Notice of Dispute, a meeting shall be conducted within

twenty (20) calendar days from the date of the Notice of Dispute among all Parties that elect to participate in the meeting as a good faith attempt to resolve the Dispute informally (“Informal Dispute Resolution”). In the event the Dispute is not resolved through Informal Dispute Resolution within thirty (30) calendar days from the date of the Notice of Dispute, the Party that initially provided the Notice of Dispute shall provide a separate written notification to all Parties that participated in the Informal Dispute Resolution process which identifies three mediator candidates, all of whom must be an attorney, engineer, or hydrogeologist experienced and familiar with SGMA, to mediate the Dispute (“Formal Dispute Resolution”). Furthermore, all mediator candidates must be unbiased neutrals who are not participants in any of the GSAs in the Basin and who are not officials, officers, employees, contractors, consultants, or agents of any of the Parties to this Agreement. Within ten (10) days of receiving a written notification of qualified mediator candidates, all Parties that elect to participate in such Formal Dispute Resolution may provide a written response consenting to one or more of the mediator candidates or identifying up to three additional qualified mediator candidates. Thereafter, if a mediator is not mutually-agreed upon by said participating Parties from the combined list within fifteen (15) calendar days, each party shall submit two potential mediators that they would approve and a mediator shall be picked by a non-party through random selection from the Parties’ combined lists of remaining mediators. Once initiated, the mediation shall be completed within 30 days.

- (c) Mediation fees, if any, shall be divided equally among the Parties that elect to be involved in a mediation process pursuant to Section 7(b) above. Each Party involved in the mediation shall be responsible for its own attorneys’ fees and costs.
 - (d) This Section 7 shall not preclude any Party from meeting and conferring with any other Party or Parties to mutually resolve a dispute or claim prior to requesting or participating in the mediation processes described in Section 7(b) above.
 - (e) This Section 7 shall not preclude any Party from seeking a preliminary injunction or other interlocutory relief if necessary to avoid irreparable harm or damages.
8. Indemnification. To the extent authorized by law, each Party shall defend, indemnify, and hold harmless the other Parties and their respective elected officials, officers, supervisors, employees, agents, contractors, and consultants from and against any and all damages, demands, actions, claims, or liabilities for the indemnifying Party’s acts or omissions arising from carrying out this Agreement.
9. Miscellaneous/General Provisions.
- (a) Notices. Any formal notice required or other formal communication given under the terms of this Agreement shall be in writing to all of the Parties and shall be given personally, by electronic mail (email), or by certified mail, postage prepaid and return receipt requested.

The date of receipt of any written notice provided hereunder shall be the date of actual personal service, or email, or three days after the postmark on certified mail.

- (b) Entire Agreement/Amendments/Counterparts. This Agreement incorporates the entire and exclusive agreement of the Parties with respect to the matters described herein and supersedes all prior negotiations and agreements (written, oral, or otherwise) related thereto, including the 2016 MOU; provided, however, this Agreement does not amend, supersede, or modify the WMA MOA, the CMA MOA, or the EMA MOA as described in the Recitals above, as those documents may be amended or supplemented. This Agreement may be amended (including without limitation to add new Parties) only in a writing executed by all of the Parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (c) Termination/Withdrawal. This Agreement shall remain in effect unless terminated by the mutual consent of the Parties. Upon 30 days written notice to the other Parties, any Party may withdraw from this Agreement, and the Agreement shall remain in effect for the remaining Parties. No Party shall be liable to any other Party for electing to withdraw from this Agreement.
- (d) Assignment. No rights or duties of any of the Parties under this Agreement may be assigned or delegated without the express prior written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties without such written consent shall be null and void.
- (e) Insurance. Each Party shall maintain its own insurance coverage through commercial insurance, self-insurance, or a combination thereof, against any claim, expense cost, damage or liability arising out of the performance of its responsibility pursuant to this Agreement, to the extent insurable.
- (f) Counsel. The Parties recognize that as of the Effective Date of this Agreement, independent legal counsel has not been retained to represent any of the three GSAs in the Basin. Until such time as any Party may decide otherwise within its sole and absolute discretion, each Party agrees, in its individual capacity and as a member agency of its respective GSA, to utilize its own legal counsel for all purposes, including but not limited to those related in any way to compliance with SGMA and any and all other legal requirements, to rely exclusively upon the legal advice of its own legal counsel, and to bear all of its own fees, costs, and expenses for legal counsel, including but not limited any experts or consultants retained through legal counsel on behalf of that Party. This arrangement shall not be construed in any way to create an attorney-client relationship or a duty of loyalty between an attorney and any Party other than the direct client of that attorney, and no such relationship will be deemed to arise by implication as a result of this

Agreement. The provisions of this Section 9(f) shall not be affected in the event, if any, that any or all of the GSAs in the Basin determine(s) to retain independent legal counsel.

- (g) CEQA. The Parties recognize and agree that, pursuant to 10728.6 of the Act and Public Resources Code Section 21065, neither this Agreement nor the preparation or adoption of a GSP constitutes a “project” or approval of a project under the California Environmental Quality Act (“CEQA”) or the State CEQA Guidelines.
- (h) No Third-Party Beneficiaries. This Agreement is not intended and shall not be construed to confer any benefit or create any right for any third party, or to provide the power or right of a third party to bring an action to enforce any of the terms of this Agreement.
- (i) Attorneys’ Fees and Costs. Subject to the provisions of Section 7 above, if any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party or Parties, as determined by the court, shall be entitled to recover reasonable attorneys’ fees and costs which shall be determined by the court. The attorneys’ fees and costs to be awarded shall be made to fully reimburse the prevailing Party or Parties for all reasonable attorneys’ fees and costs, including but not limited to expert fees, costs, and expenses actually incurred in good faith, regardless of the size of the judgment or outcome of the action; provided, however, that recoverable fees awarded to any prevailing party shall not exceed the rate of three hundred and twenty-five dollars (\$325.00) per hour for attorneys or experts.
- (j) Authority/Binding Effect. Each Party represents and warrants that the individual(s) executing this Agreement is authorized to do so and thereby obligate such Party to perform all acts required by this Agreement, and that the consent, approval or execution of or by any third party is not required to legally bind the Party to this Agreement.
- (k) Incorporation of Recitals. The Recitals set for the above are hereby imported into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

[Signature Pages Below]

FINAL DRAFT – AUGUST 2019

SANTA BARBARA COUNTY WATER AGENCY

ADD SIGNATURE BLOCK(S)

FINAL DRAFT – AUGUST 2019

SANTA YNEZ RIVER WATER CONSERVATION DISTRICT

ADD SIGNATURE BLOCK(S)

FINAL DRAFT – AUGUST 2019

**SANTA YNEZ RIVER WATER CONSERVATION DISTRICT, IMPROVEMENT DISTRICT
NO.1**

ADD SIGNATURE BLOCK(S)

FINAL DRAFT – AUGUST 2019

CITY OF SOLVANG

ADD SIGNATURE BLOCK(S)

FINAL DRAFT – AUGUST 2019

CITY OF BUELLTON

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FINAL DRAFT – AUGUST 2019

CITY OF LOMPOC

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FINAL DRAFT – AUGUST 2019

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

ADD SIGNATURE BLOCK(S)

FINAL DRAFT – AUGUST 2019

MISSION HILLS COMMUNITY SERVICES DISTRICT

ADD SIGNATURE BLOCK(S)



Utility Commission Agenda Item

Commission Meeting Date: February 10, 2020

TO: City of Lompoc Utility Commissioners

FROM: George Morrow, Interim Utility Director
g_morrow@ci.lompoc.ca.us

SUBJECT: Lodi Energy Center Combustion Turbine Failure

Recommendation:

Informational item

Background/Discussion:

On January 16, 2020, the Lodi Energy Center (LEC) was forced offline due to a forced outage situation. Initial assessments indicate that significant internal damage to the combustion turbine which is internal to the generating unit.

Since this incident, a significant amount of work had been undertaken by NCPA, the plant manager, and Siemens, the turbine manufacturer, to remove the housing of the combustion turbine unit and to expose the internal portions of the turbine including the rotor.

This work has confirmed substantial damage to the turbine rotor itself, including physical damage to the high speed blades, and to surrounding internal parts.

Attached are various updates provided by on the disassembly work undertaken including various photos of damaged parts. The massive and heavy turbine rotor has been removed for inspection and eventual overhaul/repair.

The current suspected cause for the turbine failure is an Air Separator Seal (or "hammerhead") broke loose from the air separator during high speed operations.

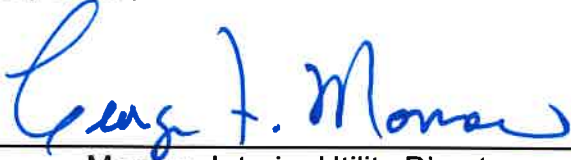
Fiscal Impact:

The cost budgeted by NCPA for the disassembly of the generating unit and for investigations is \$3 million. Portions of this cost, as well as the eventual cost of repair, is expected to be paid by LEC's insurance carrier and by Siemens Energy under a long-

term maintenance agreement warranty, as applicable. The total cost of making needed repairs is unknown at this time.

Lompoc's share of the Lodi Energy Project, and hence its costs, is approximately two percent (2%).

Respectfully submitted,



George Morrow, Interim Utility Director

Attachments

Update on Forced Outage at Lodi Energy Center as of January 24, 2020 at 4 PM

On January 16th at approximately 4 AM, power generation and operations at the NCPA's Lodi Energy Center (LEC) ceased due to a forced outage. The power plant remains offline as of this writing. All employees and personnel are safe and there is no external impact or threat to surrounding communities.

Based on initial assessments by NCPA plant staff, it appears there may be significant damage to the combustion turbine, which is internal to the plant's operations. Both Siemens, the equipment manufacturer and warrantor, and NCPA have forensic engineers onsite to assess the cause of the outage and potential damage.

It is anticipated that this assessment will take two to three weeks to complete. Once the assessment is concluded, the Agency will have a better understanding of the scope, as well as the estimated timeline and potential cost, of needed repairs to bring the facility back online.

NCPA has notified the California Independent System Operator (CAISO) of the outage and will continue to keep them apprised of any changes in the availability of the resource. In the interim, while the LEC remains offline, NCPA is supporting members' power delivery needs via other NCPA generating assets and market purchases to ensure continued reliable power supply.

Should you have any questions, please contact Sarah Taheri at sarah.taheri@ncpa.com or (916) 781-4222.

Subject: LEC Update #1

January 20, 2020

We recently sent an update that LEC tripped and was in a forced outage until 1/30. We have completed a preliminary inspection and found extensive damage on the combustion turbine. We have revised our outage end date to 5/31. However, that is subject to change. It is just too early in this investigation to be sure. It might be earlier or it might be later. We will not have a better understanding until the machine is fully opened and inspected.

It is still unclear what happened with this machine. The unit was operating steady state. The trends show an increase in vibration, a temperature spike, and some combustion dynamics. This all happened in a very short time, in the order of seconds. It will take opening the machine up and examining parts along with the trends to determine what happened.

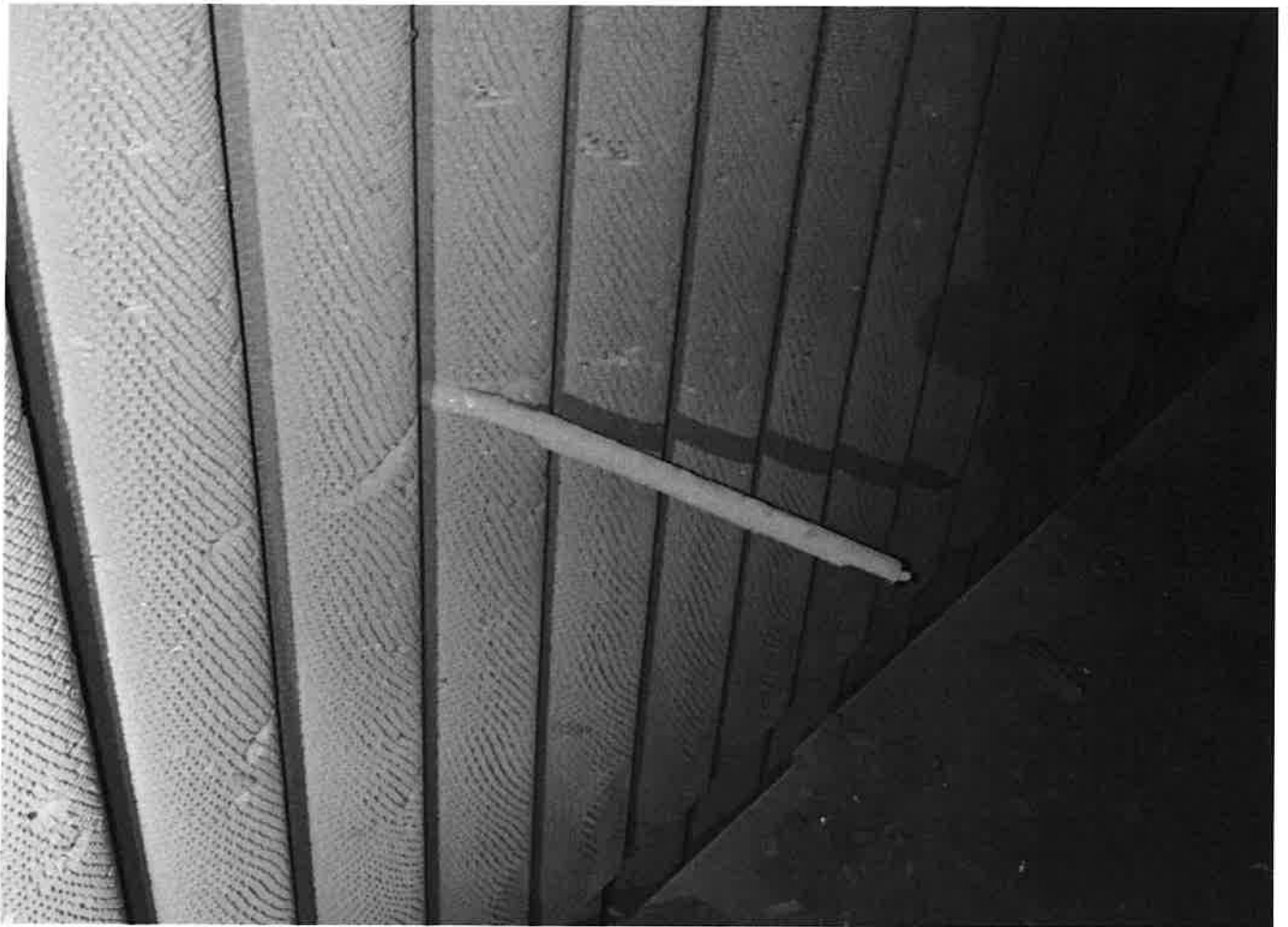
Things that are of great concern are the temperature spikes to 2,300 degrees, where it normally runs 700 degrees. This will require a review of rotor and casing material. There was a large vibration, the generator needs to be inspected to ensure that no damage resulted from this vibration. External piping was damaged, there are large gouges in the bearing struts and exhaust. In addition, the backpressure on the turbine doubled during the event. We will need to inspect the HRSG for damage.

We will be scheduling a call to discuss this event with the PPC soon. Please watch for the notice.

Last stage of the turbine blades. You can see extensive damage on this last row of blades. With the right angle, you can see up to the first row. All rows have extensive damage.



Shrapnel was sent through the boiler. Here is a temperature probe that got sent flying down the duct and was caught by the boiler fins.



Michael DeBortoli
Plant Manager

Northern California Power Agency

Subject: LEC Update #2

January 25, 2020

Progress is being made on the disassembly. A lot of brilliant people are examining the engine and parts that are coming off to assess what went wrong. We are expecting to see the rotor on stands next week.

Attached is a notice that we discussed at Friday's PPC. You can use the notice as you see fit in your organization.

Most of the covers have been removed. We were able to look in and see the compressor and turbine blades more fully.



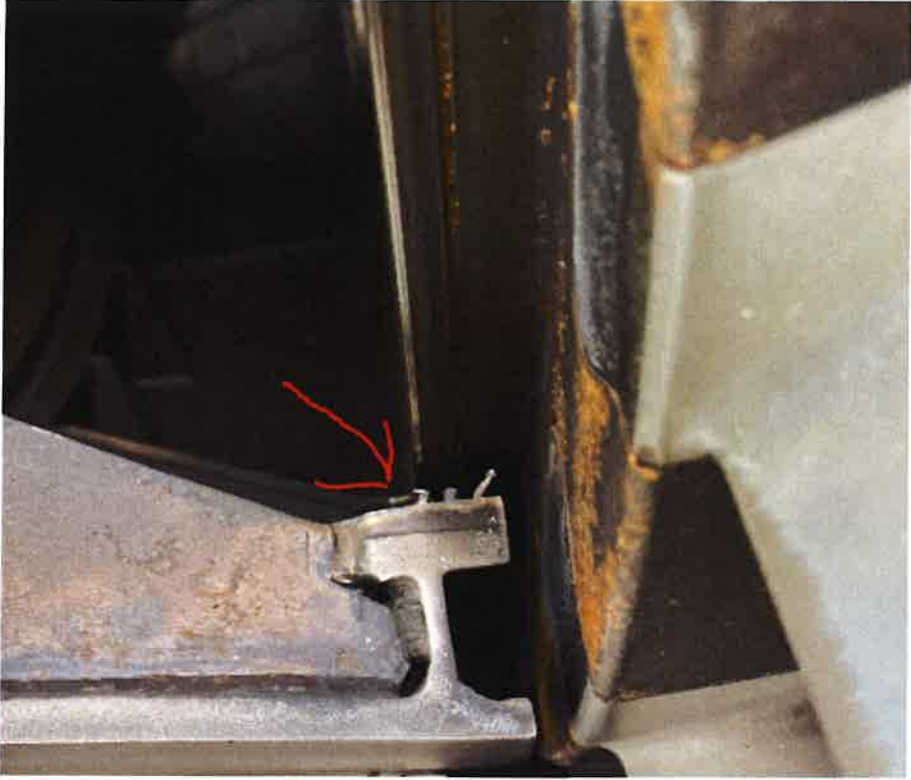
As parts are being removed, they are being staged and triaged. A list is being compiled of parts that clearly need replaced. Engineering direction is being sought for examination procedures for parts without obvious signs of damage.



These are the rotor disks for the compressor section. The blue/purple colors are signs of heating. The arrows point to deep rubs with the seals.



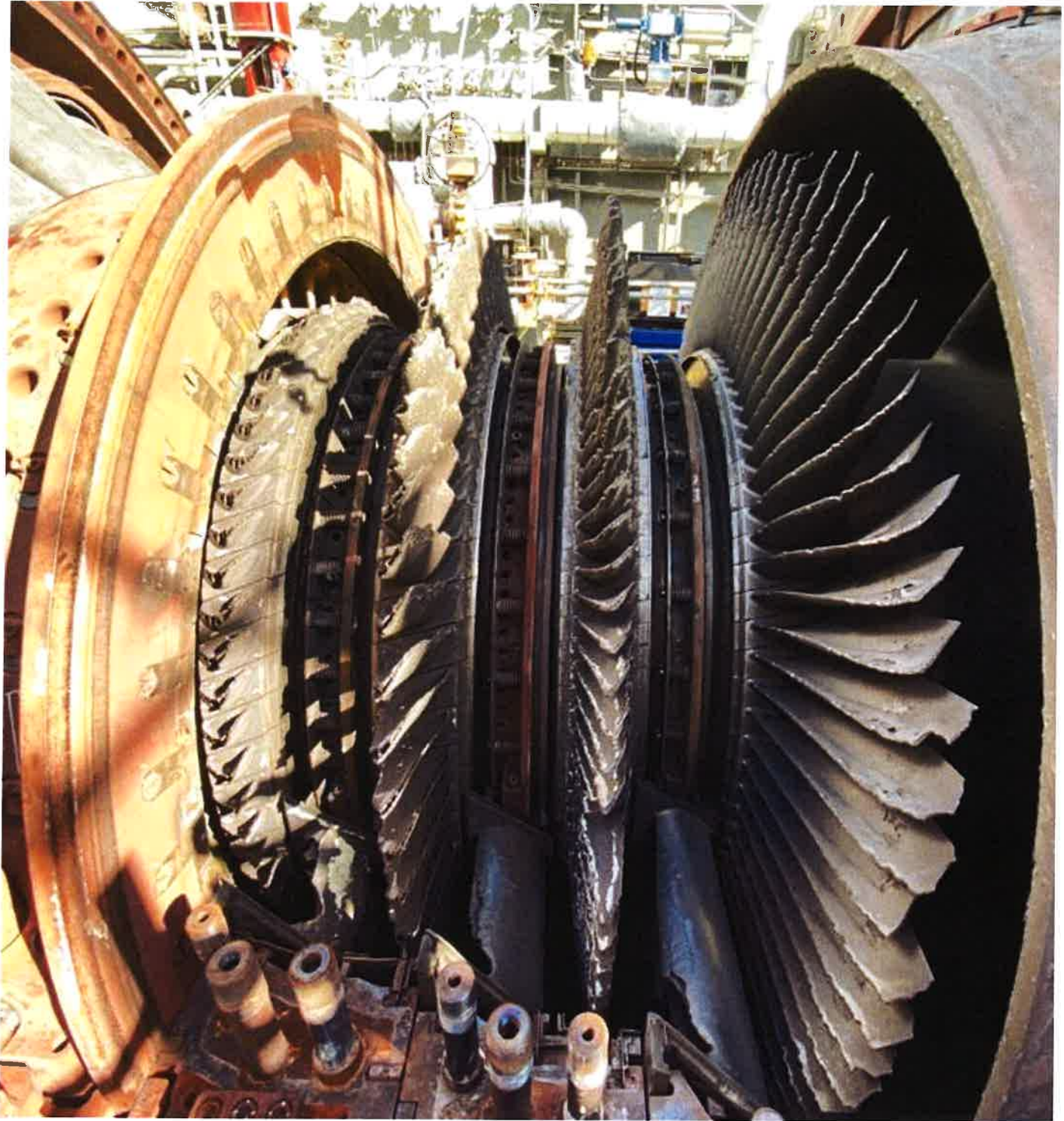
Seals have been bent over and smashed.



Compressor blade tips have been rolled over



Turbine stages 1 through 4



Turbine Stage 3 and 4



Turbine stage 1. Notice the vanes in the back look to be generally, intact.



Michael DeBortoli
Plant Manager

Northern California Power Agency

Subject: LEC Update #3

January 27, 2020

We have removed the Air Separator Housing to be able to gain access to the rotor, which contains the air separator. We found significant damage in this area. This means that this rotor cannot be used as is.

The hammerhead has broken free from the air separator. The attached video shows how it has liberated.



The sealing surface has also completely come off the hammerhead. It should be pressed against the turbine disk at this location.



The Air Separator Housing melted in some locations.



Michael DeBortoli
Plant Manager

Northern California Power Agency

Subject: LEC Update #4

January 31, 2020

We are tracking right on schedule. The rotor and turbine parts continue disassembly. We continued to evaluate parts and determine which are suitable for continued service and which are not. In discussion with Siemens, there will be 4 options presented for review. There is an incredible amount of work that goes into each, because of the extensive list of parts involved and the need for an accurate picture of schedule. Their goal is to provide me the options on Monday. If they are successful, I will begin the evaluation to determine which will be the best for recommending.

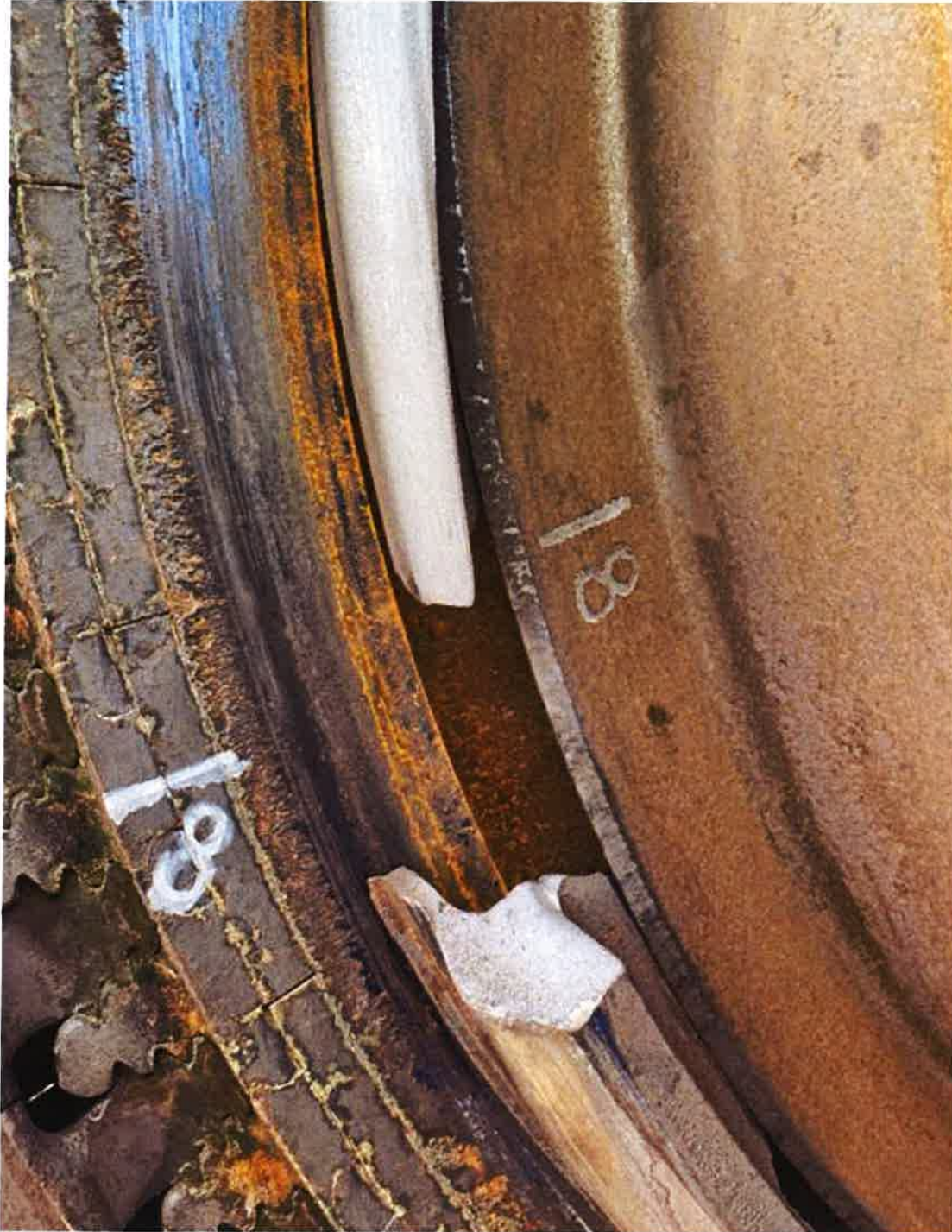
The large crane is on-site to pick up the rotor. This crane must be shipped in pieces. We had to use the little crane to assemble the larger crane. The attached video shows the pick. The Single Piece Exhaust Cylinder is removed attached to the rotor. There was quite a lot of work to stabilize the bearing for this lift due to extensive bearing damage.



Here is the rotor airborne.



Here is the liberated piece of the Air Separator Seal, or “hammerhead”. This piece is the #1 suspect for the cause of this problem.



Inspections have started on the generator. So far, we have found only minor rubbing on the fan blade tips. We are also expecting to see some bearing damage which we expect will be an easy enough fix. But so far so good. Fingers crossed the news stays this way.



Michael DeBortoli
Plant Manager

Northern California Power Agency



Commission Staff Report

Date: January 24, 2020

COMMISSION MEETING DATE: January 27, 2020

SUBJECT: Lodi Energy Center Turbine Failure

AGENDA CATEGORY: Discussion/Action

FROM:	Joel Ledesma Assistant General Manager	METHOD OF SELECTION: <i>Other</i>
Division:	Generation Services	<i>NCPA conducted a public works bid for the equipment purchase for the Lodi Energy Center and selected Siemens as the supplier. As part of the initial public works bid, NCPA requested the bidders include a maintenance program and long-term equipment warranty. Consistent with the Long Term Maintenance Agreement (LTMA) and associated equipment warranty, Siemens will perform the combustion turbine repair.</i>
Department:	Combustion Turbines	

IMPACTED MEMBERS:		
All Members	<input type="checkbox"/>	City of Lodi <input checked="" type="checkbox"/>
Alameda Municipal Power	<input type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input checked="" type="checkbox"/>	City of Lompoc <input checked="" type="checkbox"/>
City of Biggs	<input checked="" type="checkbox"/>	City of Palo Alto <input type="checkbox"/>
City of Gridley	<input checked="" type="checkbox"/>	City of Redding <input type="checkbox"/>
City of Healdsburg	<input checked="" type="checkbox"/>	City of Roseville <input type="checkbox"/>
		City of Santa Clara <input checked="" type="checkbox"/>
		Plumas-Sierra REC <input checked="" type="checkbox"/>
		Port of Oakland <input type="checkbox"/>
		Truckee Donner PUD <input type="checkbox"/>
		Other <input type="checkbox"/>
	<i>If other, please specify</i>	City of Azusa, CDWR, Modesto Irrigation, and PWRPA

RECOMMENDATION:

Staff recommends that the Northern California Power Agency (NCPA) Commission approve Resolution 20-12 authorizing the NCPA General Manager to execute agreements and issue Purchase Orders to carry out the work approved by the Lodi Energy Center Project Participant Committee in an amount not-to-exceed \$3,000,000 for disassembly/investigation into the cause of the Lodi Energy Center (LEC) forced outage on January 16, 2020, and to perform the associated work needed on the combustion turbine to better understand the damage and evaluate the options to repair and restore the unit to operation.

BACKGROUND:

On January 16, 2020, at 3:54 am LEC experienced a sudden failure on the combustion turbine. Prior to this failure, LEC had been operating steady state at 260 MW for about 2 hours, and had been online for about 2 days. From the first sign of problems to the trip was about 2 seconds.

LEC is under a long term maintenance contract (the LTMA) with Siemens Energy, Inc. (Siemens) for work on the machine. The LTMA contains warranty provisions that may apply, depending upon the nature and part that failed. The warranty coverage is limited to \$1,000,000 per incident. In addition, the language in the agreement requires that Siemens perform the work. If the work is subsequently discovered to be a valid warranty claim, Siemens will credit the cost back to NCPA. Upon discovery of the failure, NCPA contacted Siemens and issued purchase orders within its authority to begin disassembly work to start the investigation as to the cause of failure.

In addition, NCPA filed a claim with the insurance carrier regarding the property damage loss. The deductible for insurance is \$500,000. The insurance carrier has not yet accepted the liability for the property damage, but they have mobilized their consultants to investigate the incident. NCPA will work with the insurance carrier to support the claim and establish a payment structure.

In order for work to progress without delay, NCPA needs to be able to authorize contractors to mobilize and continue work. This needs to happen before determination of warranty coverage and before insurance acceptance of the claim. NCPA has established an estimated cost for disassembly and evaluation of the turbine. Until it is understood exactly what components are damaged and what components can be refurbished, it is impossible to determine a cost for reassembly of the machine. This staff report and authorization being sought is only for the disassembly portion of this work.

FISCAL IMPACT:

The turbine failure was not anticipated in the budget. The disassembly/investigation of the turbine costs total an estimated \$3,000,000. A summary of the disassembly costs are in the table below. Initially, NCPA is recommending using funds from LEC's Maintenance Reserve account to fund this initial work. NCPA is working with Siemens through its LTMA and will file a warranty claim depending on the outcome of the investigation. The LTMA provides coverage for \$1,000,000 per event, \$2,000,000 annual limits, which are available under the contract limitations of the Agreement.

Any funds reimbursed by the insurance company will be used to replenish funds taken from the Maintenance Reserve account. Any shortfalls will need a budget augmentation to replenish the Maintenance Reserve account. NCPA will keep the LEC Project Participant Committee advised as to the status.

Equipment Rentals, Cranes	\$361,621.44
Inspections / Security / Engineer	\$100,000.00
Secondary Work (scaffold, insulation)	\$575,000.00
Primary Work (turbine)	\$1,500,000.00
Contingency (~20%)	\$463,378.56
TOTAL	\$3,000,000.00

SELECTION PROCESS:

During the initial procurement of LEC equipment, a Public Works bidding process was followed. Siemens won the bid and NCPA awarded the contract for the LEC equipment to Siemens as a result of that bid. Under the terms of the contract, Siemens is required to perform the work on the machine in order to preserve the warranty.

ENVIRONMENTAL ANALYSIS:

These activities are categorically exempt under Class 1 and 2 from the provisions of the California Environmental Quality Act pursuant to Section 15301 (b) and 15302 (c) of the CEQA Guidelines. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in San Joaquin County.

COMMITTEE REVIEW

The recommendation was reviewed by the Lodi Energy Center Project Participant Committee on January 24, 2020. The Committee approved the expenditure of funds of not-to-exceed \$3,000,000 for disassembly/investigation and recommends that the Commission authorize the General Manager to carry out the approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: (1)

- Resolution 20-12



Utility Commission Meeting Date: February 10, 2020

TO: City of Lompoc Utility Commissioners
FROM: Frances Gonzales, Utility Conservation Representative
Kristin Worthley, Utility Administrative Analyst
SUBJECT: Leak postcard and rebate

Water conservation staff completed the following in response to Commissioner Linn's April 8, 2019 request to review the Procedures for the Water Leak Postcard notifications:

- Reviewed the existing Water Leak Detection and Repair Rebate program including the Water Leak Postcard.
- Up-dated the process for ensuring residents are notified of a possible leak.
- Revised and renewed the Leak Postcard program.
- Concluded the program is implemented well and includes benefits to residents in single family homes and businesses with multi-family properties.

The existing Water Leak Detection and Repair Rebate program, including the Water Leak Postcard, was reviewed in July and August by new staff. It is a multi-faceted program. It was noted that the Post Card was not in use, however, the program continued to notify residents by phone of a possible leak.

The leak detection process was updated. Currently, the process starts with an automatic computer generated report of water usage every hour for 7 straight days. This monthly report is then analyzed by Customer Service and any meter with readings of excessive or unusual water use is inspected. Customer Service forwards meters of concern to the Utility Conservation Representative, who then makes a courtesy call to the customer on record. The customer is informed of a possible leak and of the City's Water Leak Detection and Repair Rebate Program.

The Water Leak Postcard has been revised going forward. This will be included in the leak notification process and complemented by a door hanger. The Postcard will have Conservation's phone number and the updated website address. Postcards will be mailed to the physical meter address and the mailing address.

The City's Water and Leak Detection and Repair Rebate Program benefits residents in single family home and owners of multi-family homes. It is a robust program with a generous rebate of up to 700 dollars. The purpose of this program is to ensure no water wasting, contribute to the City's best practices for water management, and assist residents who may be limited in their resources to fix a leak.

