



# Helendale Community Services District

**BOARD OF DIRECTORS MEETING**  
**February 21, 2019 at 6:30 PM**  
**26540 Vista Road, Suite C, Helendale, CA 92342**

## Call to Order - Pledge of Allegiance

### 1. Approval of Agenda

2. **Public Participation** - *Anyone wishing to address any matter pertaining to District business listed on the agenda or not, may do so at this time. However, the Board of Directors may not take action on items that are not on the agenda. The public comment period may be limited to three (3) minutes per person. Any member may speak on any agenda item at the time the agenda item is discussed by the Board of Directors.*

### 3. Consent Items

- Approval of Minutes: February 7, Regular Board Meeting
- Bills Paid and Presented for Approval

### 4. Reports

- Directors' Reports
- General Manager's Report

## Other Business

- Discussion and Possible Action Regarding Modifications to the Facility Use Agreement
- Discussion Only Regarding Wrap-Up on LWCF Grant Projects and Submittal of Reimbursement Request
- Discussion and Possible Action Regarding Use of Four Plex for Additional Park Space
- Discussion and Possible Action Regarding Emergency Repairs for Smithson Lift Station

## Other Business

- Requested items for next or future agendas (Directors and Staff only)

## Closed Session

- Conference with Labor Negotiator  
(Government Code Section 54957.6)  
District Designated Representative: Steven M. Kennedy, General Counsel  
Unrepresented Employee: General Manager

- Announcement of Closed Session Actions

- Adjournment

*Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, that is sought in order to participate in the above agendized public meeting should be directed to the District's General Manager's office at (760) 951-0006 at least 24 hours prior to said meeting. The regular session of the Board meeting will be recorded. Recordings of the Board meetings are kept for the Clerk of the Board's convenience. These recordings are not the official minutes of the Board meetings.*

## Providing:

- Water
- Wastewater
- Park & Recreation
- Solid Waste Management
- Street lighting
- Graffiti Abatement for the Helendale Community

## OFFICE HOURS:

Monday-Friday  
8:00 – 5:30 p.m.

## PHONE:

760-951-0006

## FAX:

760-951-0046

## ADDRESS:

26540 Vista Road  
Suite B  
Helendale, CA  
92342

## MAILING

### ADDRESS:

PO BOX 359  
Helendale, CA  
92342

Visit us on the Web  
at:

[www.helendalecsd.org](http://www.helendalecsd.org)





## Helendale Community Services District

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Date: February 21, 2019  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
BY: Sharon Kreinop / Cheryl Vermette  
SUBJECT: Agenda item #3  
Consent Items

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### **CONSENT ITEMS**

- a. Approval of Minutes: February 7 Regular Board Meeting
- b. Bills Paid and Presented for Approval



Minutes  
February 7, 2019

Minutes of the Helendale Community Services District  
SPECIAL BOARD OF DIRECTORS MEETING FOR  
February 7, 2019 at 6:30 PM  
26540 Vista Road, Suite C. Helendale, CA 92342

**Board Members Present:**

Ron Clark - President; Tim Smith - Vice President; Sandy Haas, Secretary; Craig Schneider - Director; Henry Spiller – Director

**Staff Members Present:**

Kimberly Cox, General Manager  
Cheryl Vermette, Program Coordinator  
Alex Aviles, Wastewater Treatment Plant Manager  
Craig Carlson, Water Operations Manager

**Consultants:**

Steve Kennedy, Legal Counsel

**Members of the Public:**

There were four (4) members of the public present.

**Call to Order and Pledge of Allegiance**

The meeting was called to order at 6:30 by President Ron Clark, after which the Pledge of Allegiance was recited.

**1. Approval of Agenda**

**Discussion:** General Manager Cox requested to add item 9(a) to the agenda:

Conference with Legal Counsel – Anticipated Litigation

Significant Exposure to Litigation

Pursuant to Government Code Section 54956.9(d)(2):

One Potential Case

**Action:** A motion was made by Vice President Smith to approve the agenda as presented. The motion was seconded by Secretary Director Spiller.

Vote: Motion carried by the following vote: 5 Yes – 0 No

**2. Public Participation**

Christian Guntert, Field Representative for Supervisor Lovingood reported that the Supervisor has passed the gavel as the chair to Curt Hagman.

**3. Consent Items**

a. Approval of Minutes: January 17 Regular Board Meeting and January 31 Special Board meeting

b. Bills Paid and Presented for Approval

**Action:** A motion was made by Vice President Smith to approve the consent items as presented. The motion was seconded by Director Spiller.

Motion carried by the following vote: 5 Yes – 0 No

#### 4. Reports

##### a. Directors' Reports

Director Haas reported that the Silver Lakes realtors group met at the CSD and were very pleased with how everything was set up. The group was very impressed. She thanked staff for all the hard work and mentioned the group needs a speaker for March and invited the CSD to speak at their meeting.

##### b. General Manager's Report

GM Cox reported that one year ago the District adopted a Park Development Impact Fee (DIF) for all new construction in Helendale to pay \$1,720. To date the District has received \$3,440 in fees. She also reported that one year ago we held the volunteer day for the baseball fields and showed pictures of what the field looked like then and now.

Wastewater Operations Manager Aviles gave the wastewater report. He reported that HDU has demobilized and has completed lift station. We are still awaiting the lift station lid, and the sewer hookups have been completed. The sod farm suction line #2 split and was leaking

Staff dug it up and repaired it. Staff met with an engineering firm to discuss location and design of new shops and will be meeting again on 2/13. Staff has met with a couple of building contractors and are hoping to have more info in the next couple of months. Staff has completed their quarterly report and submitted to Regional Board and are currently working on Annual Report and Annual 503 Sludge Report. We are waiting for Regional Board to complete review of monitoring well work plan. Aviles reported that last Sunday, Bill opened the park and noticed that the light poles were leaning. Staff parked equipment against the poles to provide support for the poles so they wouldn't come down. There was a failure at the plate, and the contractor is working with Staff to get this resolved. In the meantime, staff removed the lights.

Program Coordinator Vermette gave the solid waste report. +Recycling for the month of November was 53.39 tons and refuse was 303.71 tons. The last e-waste pickup was in January for a total of 4,272 pounds. The green waste tonnage for January was 14.94 tons with a cost of \$1,754.26. Metal recycling was at 3.62 tons. The last mattress pickup was in December, with a total of 143 mattresses picked up and a reimbursement of \$251.68. Bulky item pick ups for the month of January were at 49. For the program report, the low-cost veterinary clinic will be held on the second Thursday of every month. The District is partnering with San Bernardino Aging and Adult Services and the Arthritis Foundation to provide a free walk with ease class starting March 5th. The youth flag football sign ups are now open and games will begin in June.

GM Cox gave the administrative update. There were 36 account transfers for the month of January. UIA payments for February were at \$5,820.14

#### New Business

##### 5. Discussion Only Regarding Mid-Year Budget review for Fiscal Year 2019

**Discussion:** General Manager Cox reported on each of the funds. The water fund is at 55.23% of revenue and 63% of expenditures; wastewater is at 50.41% of revenue and 51.75% of expenditures; solid waste is at 50.4% of revenue and 40.14% of expenditures; parks is at 31.70% of revenue and 73.30% of expenditures; and the recycling center is at 83.71% of revenue and 45.25% of expenditures. The review schedule will be as follows: the first quarter review (July, August and September) will be in

October; the mid-year review (*July through December*) will be in February; the third quarter review (*July through March*) will be in April; and the end of year review (July through June) will be in September.

**Action:** There was no action on this item

6. Discussion and Possible Action Regarding Budget Development Process for Fiscal Year 2020 Budget  
**Discussion:** The Board discussed holding a special meeting to discuss the budget. They also wanted to hold a meeting to review Capital Improvement Projects and look at the scheduling of those projects. Director Schneider requested that large one-time expenses be color coded in the budget.  
**Action:** The Board directed Staff to schedule a special budget meeting on April 15<sup>th</sup> at 2:00 pm.

7. Discussion and Possible Adoption of Resolution 2019-01: A Resolution of the of the Helendale Community Services District Board of Directors in Support of Filing an Application with the Bureau of Reclamation for a Grant Under the Water-Smart Grants: Small Scale Water Efficiency Projects for Fiscal Year 2019

**Discussion:** Program Coordinator Vermette discussed the upcoming Bureau of Reclamation grant opportunity that would allow the District to apply for a grant which would reimburse \$75,000 for Smart Meters.

**Action:** Director Haas made the motion to adopt Resolution 2019-01: A Resolution of the of the Helendale Community Services District Board of Directors in Support of Filing an Application with the Bureau of Reclamation for a Grant Under the Water-Smart Grants: Small Scale Water Efficiency Projects for Fiscal Year 2019. Director Spiller seconded the motion.

**Vote:** The motion was approved by the following roll call vote: 5 – Yes 0 – No

Director Schneider: Yes; Director Haas: Yes; President Clark: Yes; Vice President Smith: Yes; Director Spiller: Yes

#### **Other Business**

8. Requested items for next or future agendas (Directors and Staff only)  
Director Smith requested to look at the feasibility of changing how we use the 4-plex.

President Clark called for a brief recess at 7:17 pm after which Closed Session began.

#### **Closed Session**

President Clark called the Closed Session to order 7:31 pm.

9. Public Employee Performance Evaluation  
(Government Code Section 54957)  
Title: General Manager
- 9(a). Conference with Legal Counsel – Anticipated Litigation  
Significant Exposure to Litigation  
Pursuant to Government Code Section 54956.9(d)(2):  
One Potential Case

#### **10. Announcement of Closed Session Actions**

President Clark called to order the Open Session of the Board meeting at 8:20 pm and announced the following actions from closed session.

Item number 9 – No reportable action  
Item number 9a – No reportable action

**11. Adjournment**

**Action:** President Ron Clark adjourned the meeting at 8:21 pm

Submitted by:

Approved By:

\_\_\_\_\_  
Ron Clark, President

\_\_\_\_\_  
Sandy Haas, Secretary

*The Board actions represent decisions of the Helendale Community Services District Board of Directors. A digital voice recording and copy of the PowerPoint presentation are available upon request at the Helendale CSD office.*



# Helendale Community Services District

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Date: February 21, 2019  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
BY: Sharon Kreinop, Senior Account Specialist  
SUBJECT: Agenda item # 3 b.  
Consent Item: Bills Paid and Presented for Approval

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**STAFF RECOMMENDATION:**

Report Only. Receive and File

**STAFF REPORT:**

Staff issued 45 checks and 13 EFT's totaling \$126,880.23

Total cash available:	<u>2/14/19</u>	<u>2/7/19</u>
Cash	\$ 5,433,278.08	\$ 5,664,131.05
Checks/EFT's Issued	\$ 126,880.23	\$ 576,947.01

Investment Report

The Investment Report shows the status of invested District funds. The current interest rate is 2.58% for CalTRUST Short-Term and 2.63% for Medium-Term Investments, 2.36% for LAIF, and 0.25% for the CBB Sweep Account for Jan 2019. Interest earned in Jan 2019 on the CalTrust investments and the CBB Sweep Account is \$8,694.07



Helendale CSD

# Bills Paid and Presented for Approval Transaction Detail

Issued Date Range: 02/02/2019 - 02/13/2019

Cleared Date Range: -

Issued Date	Number	Description	Amount	Type	Module
<b>Bank Account: 251229590 - CBB Checking</b>					
02/04/2019	<a href="#">EFT0002658</a>	To record ETS Fees - #9691	-325.03	EFT	General Ledger
02/04/2019	<a href="#">EFT0002659</a>	To record ETS Fees - #9692	-1,005.53	EFT	General Ledger
02/04/2019	<a href="#">EFT0002660</a>	To record ETS Fees - #557	-41.68	EFT	General Ledger
02/05/2019	<a href="#">21532</a>	ROUTE 66 ESCROW, INC.	-27.23	Check	Utility Billing
02/05/2019	<a href="#">EFT0002653</a>	To record Sales Tax Pmt - Jan 2019 Sales 1st Quarter	-1,738.00	EFT	General Ledger
02/06/2019	<a href="#">21533</a>	Heather L. Starstman	-354.60	Check	Accounts Payable
02/06/2019	<a href="#">21534</a>	Henry Spiller	-750.00	Check	Accounts Payable
02/06/2019	<a href="#">21535</a>	Sandy Haas	-648.18	Check	Accounts Payable
02/06/2019	<a href="#">21536</a>	Tim Smith	-680.68	Check	Accounts Payable
02/06/2019	<a href="#">21537</a>	Jason Courville Trucking, Inc.	-4,157.53	Check	Accounts Payable
02/06/2019	<a href="#">21538</a>	Conco Engineering Design & Build, Inc	-18,360.00	Check	Accounts Payable
02/06/2019	<a href="#">21539</a>	Void Check	0.00	Check	Accounts Payable
02/06/2019	<a href="#">21540</a>	Void Check	0.00	Check	Accounts Payable
02/06/2019	<a href="#">21541</a>	Void Check	0.00	Check	Accounts Payable
02/06/2019	<a href="#">21542</a>	Southern California Edison	-190.21	Check	Accounts Payable
02/06/2019	<a href="#">21543</a>	Southern California Edison	-217.23	Check	Accounts Payable
02/06/2019	<a href="#">21544</a>	Southern California Edison	-184.12	Check	Accounts Payable
02/06/2019	<a href="#">21545</a>	A Door Co.	-2,760.00	Check	Accounts Payable
02/06/2019	<a href="#">21546</a>	Apple Valley Communications, Inc	-130.00	Check	Accounts Payable
02/06/2019	<a href="#">21547</a>	AVCOM Services Inc.	-147.00	Check	Accounts Payable
02/06/2019	<a href="#">21548</a>	Bank of America	-3,519.64	Check	Accounts Payable
02/06/2019	<a href="#">21549</a>	Beck Oil Inc	-2,613.34	Check	Accounts Payable
02/06/2019	<a href="#">21550</a>	Burrtec Waste Industries Inc	-1,693.00	Check	Accounts Payable
02/06/2019	<a href="#">21551</a>	Cazcom, Inc.	-175.00	Check	Accounts Payable
02/06/2019	<a href="#">21552</a>	County of San Bernardino	-32.00	Check	Accounts Payable
02/06/2019	<a href="#">21553</a>	Daily Press	-367.44	Check	Accounts Payable
02/06/2019	<a href="#">21554</a>	Inland Water Works Supply Co.	-491.02	Check	Accounts Payable
02/06/2019	<a href="#">21555</a>	On Line	-14.25	Check	Accounts Payable
02/06/2019	<a href="#">21556</a>	O'Reilly Auto Parts	-440.37	Check	Accounts Payable
02/06/2019	<a href="#">21557</a>	Ron Clark	-750.00	Check	Accounts Payable
02/06/2019	<a href="#">21558</a>	Sierra Analytical	-2,575.00	Check	Accounts Payable
02/06/2019	<a href="#">EFT0002661</a>	To record Sales Tax Pmt - Prepayen #1- 1st Quarter	-1,738.00	EFT	General Ledger
02/06/2019	<a href="#">EFT0002664</a>	To record CalPERS Health Premium Paid	-13,924.88	EFT	General Ledger
02/06/2019	<a href="#">EFT0002665</a>	To record CalPERS Pmt Classic PP 12/24/18-1/6/19	-5,373.42	EFT	General Ledger
02/06/2019	<a href="#">EFT0002666</a>	To record CalPERS Pmt PEPR PP 12/24/18-1/6/19	-934.90	EFT	General Ledger
02/07/2019	<a href="#">EFT0002667</a>	To record Tasc Flex Claim PPE 2/3/19	-559.59	EFT	General Ledger
02/08/2019	<a href="#">EFT0002662</a>	To post Payroll pmt - Dir Deposit	-34,032.89	EFT	General Ledger
02/08/2019	<a href="#">EFT0002663</a>	To post Payroll pmt - PR Tax Pmt	-8,020.45	EFT	General Ledger
02/08/2019	<a href="#">EFT0002669</a>	To record payroll fee payment - 2019 Annual POP	-325.00	EFT	General Ledger
02/11/2019	<a href="#">21559</a>	ALLIED WEED CONTROL	-1,472.66	Check	Utility Billing
02/11/2019	<a href="#">EFT0002668</a>	To record Sales Tax Pmt - 4th Quarter 2018 Penalty	-136.81	EFT	General Ledger
02/12/2019	<a href="#">21560</a>	Brunick, McElhaney & Kennedy	-2,938.75	Check	Accounts Payable
02/12/2019	<a href="#">21561</a>	Choice Builder	-931.11	Check	Accounts Payable
02/12/2019	<a href="#">21562</a>	County of San Bernardino, Environmental Health Services	-880.00	Check	Accounts Payable
02/12/2019	<a href="#">21563</a>	CWEA/DAMS	-188.00	Check	Accounts Payable
02/12/2019	<a href="#">21564</a>	Employment Development Department	-1,046.99	Check	Accounts Payable
02/12/2019	<a href="#">21565</a>	Frontier Communications	-45.28	Check	Accounts Payable
02/12/2019	<a href="#">21566</a>	Frontier Communications	-87.40	Check	Accounts Payable
02/12/2019	<a href="#">21567</a>	Lowe's	-2,477.49	Check	Accounts Payable
02/12/2019	<a href="#">21568</a>	Mobile Occupational Services, Inc.	-90.00	Check	Accounts Payable
02/12/2019	<a href="#">21569</a>	Patton's Sales Corp	-240.91	Check	Accounts Payable
02/12/2019	<a href="#">21570</a>	Print Mart	-122.87	Check	Accounts Payable



**Bank Transaction Report**

Issued Date Range: -

Issued Date	Number	Description	Amount	Type	Module
02/12/2019	<a href="#">21571</a>	Siverts Publishing	-150.00	Check	Accounts Payable
02/12/2019	<a href="#">21572</a>	State of California Department of Justice	-49.00	Check	Accounts Payable
02/12/2019	<a href="#">21573</a>	USA of So. California	-329.80	Check	Accounts Payable
02/12/2019	<a href="#">21574</a>	USA of So. California	-66.10	Check	Accounts Payable
02/12/2019	<a href="#">21575</a>	Global Equipment Company, Inc	-403.38	Check	Accounts Payable
02/13/2019	<a href="#">21579</a>	Univar USA Inc	-5,926.47	Check	Accounts Payable
<b>Bank Account 251229590 Total: (58)</b>			<b>-126,880.23</b>		
<b>Report Total: (58)</b>			<b>-126,880.23</b>		

Bank Transaction Report

Bank Account	Count	Amount
<a href="#">251229590 CBB Checking</a>	58	-126,880.23
<b>Report Total:</b>	<b>58</b>	<b>-126,880.23</b>

Cash Account	Count	Amount
<a href="#">**No Cash Account**</a>	3	0.00
<a href="#">99 99-111000 Cash in CBB - Checking</a>	55	-126,880.23
<b>Report Total:</b>	<b>58</b>	<b>-126,880.23</b>

Transaction Type	Count	Amount
Check	45	-58,724.05
EFT	13	-68,156.18
<b>Report Total:</b>	<b>58</b>	<b>-126,880.23</b>



# Helendale Community Services District

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Date: February 21, 2019  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
SUBJECT: Agenda item #5  
Discussion and Possible Action Regarding Modification to the Facility Use Agreement

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**STAFF RECOMMENDATION:**

Staff seeks Board input.

**STAFF REPORT:**

The reviewed the Facility Use Agreement in December and adopted the proposed changes at that time. There were additional changes based upon the discussion at the December Board meeting that are included in this proposed revised document. Specifically, page two added reference to a newly created Exhibit A as typical uses of the Community Room and Board Room in response to Board direction, also, page nine includes the statement that "Advertising must clearly state that 'Helendale CSD is not a sponsor of this event.'"

Staff has reviewed the operational components of the Facility Use Policy and has made numerous minor modifications that will be reviewed with the Board.

Attached for your review is a red-line of the Facility Use Agreement

**FISCAL IMPACT:**

None

## Helendale CSD Facility Use Policy and Agreement

*You are welcome to visit and tour the Community Center during normal hours of operation, provided that an event is not in progress. It is best to call ahead before a site visit: (760) 951-0006.*

1. In order to reserve a room, a person 21 years or older must *completely* fill out the rental application and all other forms provided by the Helendale Community Services District at least two (2) weeks prior to an event. You may submit your application via fax, USPS, email or in person; no reservations will be made by telephone. Applications for use of the Community Center will be accepted up to twelve (12) months in advance of the event date. An event will not be scheduled until the deposit is paid. The requested date may be lost if another application with deposit is received first.
2. Applications are accepted on a first-come first-serve basis.
3. Rental requests will be reviewed and processed in the order in which they were received. Responsible Party will be notified by phone, mail, or e-mail as to the status of their application.

### **Time of Use**

1. Helendale Community Services District's Community Room and Meeting Room will be available ~~6-7~~ days a week **on a first come first serve basis**, excluding Sundays, from 7:00 am to ~~11:00 pm~~ **2:00 pm on a first come basis**.

### **General Use Conditions**

1. The organization, group representative or Responsible Party who applied for use must be present at the facility during the time of use. The facility cannot be left with only a minor present. The Responsible Party who signs the contract takes full responsibility for the rental.
2. No keys will be issued for the facility. A facility attendant will be assigned to your event. A walk-through of the room is required prior to set up.
3. To secure your reservation, a deposit is required ~~within 14 days of the approval of the Facility Use Agreement.~~ **with your application**. This deposit is fully refundable after the rental use as long as: 1) The facility is left in a clean and undamaged state; 2) The event did not go beyond the paid rental time; and 3) All rules of usage have been followed.
4. Rental times must include ALL time needed for set-up/decorating, main event, and clean-up.
5. Reservations will be confirmed and considered complete only after all required forms are signed and submitted and applicable fees and deposit are paid. No dates are held for any group who has not submitted a facility rental form and deposit.
6. Incomplete or inaccurate information by the Responsible Party on the contract may result in cancellation of the contract.
7. Only the Responsible Party whose name is on the rental application can submit changes. Changes are subject to approval and must be made in writing (email preferred) directly

with Helendale CSD ~~Program Coordinator Staff~~. **All rental changes are tentative until confirmed by Helendale CSD and any/all additional fees have been paid.**

### Use

1. The Responsible Party's use of the subject premises shall be strictly limited to the use expressly permitted by HCSD and shall be in a reasonable and lawful manner that is not otherwise inconsistent with the terms and conditions of this Agreement and any rules, regulations, and/or requirements of HCSD. The Responsible Party agrees not to use or permit the use of the subject premises for any purpose not specifically allowed in this Agreement without first obtaining prior written consent from HCSD. The Responsible Party also agrees to exercise due diligence in the protection of the premises from damage or destruction by fire, vandalism, earthquake, floods, or other cause. **Exhibit A outlines typical uses of the Community and Board rooms. Items not included in Exhibit A that are not sponsored by the Helendale CSD must have Board approval prior to the event.**
2. The Responsible Party shall not commit, or allow to be committed, on the subject premises any waste thereon, nor the presence, use, manufacture, handling, generation, storage, treatment, discharge, release, burial, or disposal of any hazardous substance which is or becomes listed, regulated, or addressed under any federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree, nor create or allow any nuisance to exist on the subject premises, nor use or allow said property to be used for any illegal or unconstitutional purpose. The Responsible Party, at its sole cost and expense, shall be solely responsible for ensuring that the subject premises, and the Responsible Party's use and occupancy thereof, complies with all of the requirements of all local, state, and federal authorities now in force, or which may be in force,
3. The Responsible Party shall not permit any practice of discrimination against, or segregation of, any person or group of persons on account of sex, race, color, creed, marital status, age, sexual orientation, religion, handicap, national origin, or ancestry in its enjoyment, use, and occupancy of the subject premises.

### Access and Exits

Access to the building will be available through the front doors only. Usage area is limited to the rented room(s) and restrooms.

All exit doors must be kept clear at all times. At no time can exits be covered or obstructed by tables, chairs or equipment. **Fire code requires 3 ft. clearance to be maintained around all exit doors throughout the time of the event.** Helendale CSD reserves the right to cancel or stop an event that does not meet exit door clearance requirements.

The doors to the facility must remain unlocked at all times.

### Personnel

A minimum of one facility attendant ~~will~~ may be required to be present during the event, at a charge of \$15 per hour. Security may also be required for large events or events where alcohol will be served.

### Smoking Policy

Smoking is not permitted inside the facility or within 20 feet of the facility entrance at any time. Please use designated smoking areas. Failure to comply may result in additional cleaning fees which will be deducted from the deposit.

**Reservation Policy:** Reservations are on a first come first serve basis. The Facility Use Agreement must be entered into by a Responsible Party who is at least 21 years of age. A picture I.D. may be required to verify age and/or residency or if Responsible Party is representing an organization verification of position and authority may be required. The HCSD will accept reservations up to one (1) year in advance, and no less than fourteen (14) days in advance.

Requests received less than 14 days before an event will be granted if conditions allow.

**Site Meeting:** A coordination meeting shall be held between the Responsible Party and HCSD staff at least two weeks prior to the event. Caterers and event coordinators should also attend the site meeting if at all possible.

**Rental Fees and Deposits**

**Community Room – 3-hour minimum**

\$35/hour

~~\$55/hour if alcohol is served~~

**Meeting Room – 2-hour minimum**

\$25.00 per hour —~~no food or drinks allowed~~

~~**Community Room & Meeting Room – 3-hour minimum**~~

~~\$45/hour~~

**Community & Meeting Rooms – 3-hour minimum**

\$45.00 per hour

**Events during Normal Business Hours Monday –**

~~(Friday 8:00 am – 5:30 pm Saturday 10:00 am -5:00 pm and Sunday 11:00 am -5:00 pm)~~

20% discount on hourly fees

**Deposit fees**

\$200.00 without alcohol

\$300.00 with alcohol

~~**Security Attendant Fee – For events of 50 or more serving alcohol or 100 or more without**~~

~~alcohol.~~ For all events outside normal business hours (Friday 8:00 am – 5:30 pm

Saturday 10:00 am -5:00 pm and Sunday 11:00 am -5:00 pm) an event attendant will be

required at an additional fee of \$15 per hour.

**Security Guard** – Need for security will be determined at the District’s sole discretion. Security for the event will be contracted by the CSD and the fee for security personnel will be billed to Responsible Party.

**Non-residents**

Add 15% to hourly fee

**Hourly Minimums**

Event times shall include set up and cleaning time. Hourly charges will accrue if the event is not over and area is not cleaned by specified time stated on rental agreement.

**Helendale Non-profits and Clubs**

A non-profit is a 501 C-3 organization or a club that operates with by-laws and a Board of Directors. For non-fundraising events, facilities will be **rented** open to Helendale non-profits free of charge ~~during normal business hours (Monday – Friday 8:00 am – 5:00 pm) one time per month~~. Monday – Friday, with an approved donation request form. Events held ~~more than one time a moth and events after regular business hours~~ on weekends will receive a 30% discount on the room rental fee and will not be subject to the attendant fee.

**Optional Fees:**

~~Setup and rental of tables – \$5 each~~

~~Setup and rental of chairs – \$1 each~~

**Insurance**

For fundraising events the following insurance requirements will apply:

HCSD reserves the right to demand at any time that the Responsible Party procure and maintain bonds from an acceptable surety, cash deposits, or other form of security in amounts and upon terms deemed sufficient by HCSD in its sole discretion to protect HCSD from any and all exposure to loss or liability. In addition, the Responsible Party shall secure and maintain in full force and effect during the term of this Agreement such policies of insurance as will protect it and the DISTRICT in such a manner and in such amounts as set forth below. The premiums for said insurance coverage shall be paid by the AGENT. The failure to comply with these insurance requirements may constitute a material breach of this Agreement, at the sole discretion of HCSD.

- (a) **Certificates of Insurance:** Reasonably prior to the event, the Responsible Party shall furnish HCSD with Certificates of Insurance and endorsements verifying the insurance coverage required by this Agreement is in full force and effect. HCSD reserves the right to require complete and accurate copies of all insurance policies required under this Agreement and to require certified or notarized copies of such policies at any time.

- (b) Required Provisions: The insurance policies required by this Agreement shall include the following provisions or have them incorporated by endorsement(s):
- (1) Primary Coverage: The insurance policies provided by the Responsible Party shall be primary insurance and any self-insured retention and/or insurance carried by or available to HCSD or its employees shall be excess and non-contributory coverage so that any self-insured retention and/or insurance carried by or available to HCSD shall not contribute to any loss or expense under the Responsible Party's insurance.
  - (2) Additional Insured: The policies of insurance provided by the Responsible Party shall include as additional insured's: HCSD, its directors, officers, employees, and agents when acting in their capacity as such in conjunction with the performance of this Agreement. Such policies shall contain a "severability of interests" provision, also known as "Cross liability" or "separation of insured".
  - (3) Waiver of Subrogation: The insurance policies provided by the Responsible Party shall contain a waiver of subrogation against HCSD, its directors, officers, employees and agents for any claims arising out of the event that is the subject of this Agreement.
  - (4) Claim Reporting: The Responsible Party shall not fail to comply with the claim reporting provisions or cause any breach of a policy condition or warranty of the insurance policies required by this Agreement that would affect the coverage afforded under the policies to HCSD.
  - (5) Deductible/Retention: If the insurance policies provided by the Responsible Party contain deductibles or self-insured retentions, any such deductible or self-insured retention shall not be applicable with respect to the coverage provided to HCSD under such policies. The Responsible Party shall be solely responsible for any such deductible or self-insured retention and HCSD, in its sole discretion, may require the Responsible Party to secure the payment of any such deductible or self-insured retention by a surety bond or an irrevocable and unconditional letter of credit.
- (c) Insurance Company Requirements: The Responsible Party shall provide insurance coverage through insurers that have at least an "A" Financial Strength Rating and a "VII" Financial Size Category in accordance with the current ratings by the A. M. Best Company, Inc. as published in Best's Key Rating Guide or on said company's web site. In addition, any and all insurers must be admitted and authorized to conduct business in the State of California and be a participant in the California Insurance Guaranty Association, as evidenced by a listing in the appropriate publication of the California Department of Insurance.
- (d) Policy Requirements: The insurance required under this Agreement shall meet or exceed the minimum requirements as set forth below:
- (1) General Liability: The Responsible Party shall maintain Comprehensive



General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. The policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, products, completed operations and blanket contractual to cover, but not be limited to, the liability assumed under the indemnification provisions of this Agreement. In the event the Comprehensive General Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years after the event.

- (2) Liquor: If alcohol is served at the event, the Responsible Party shall maintain insurance coverage therefore in a manner acceptable to HCSD and furnish HCSD with a certificate stating "Host Liquor Liability."

### **Liability and Release**

It is expressly understood by the parties hereto that the physical condition of the subject premises is such that it is furnished to the Responsible Party as-is without any representation or warranty. HCSD makes no express or implied representations or warranties concerning the property or its fitness for any particular purpose.

HCSD shall not be held liable or responsible for any debts or claims that may arise from the operation of this Agreement and/or the subject premises, or for any damage claims for injury to persons, including the Responsible Party and its guests, invitees, and attendees or for property damage, or for other loss to any vehicle or the contents thereof, from any cause arising out of or in any way related to the Responsible Party's obligations hereunder or its use or occupancy of the subject premises, including those arising out of damages or losses occurring on the subject premises or areas adjacent thereto.

The Responsible Party hereby expressly waives and releases HCSD and its agents, officers, directors, and employees from any and all liability for the claims, actions, and/or losses set forth above and for any costs and expenses incurred in connection therewith. Notwithstanding the provisions of California Civil Code Section 1542, this provides as follows:

"A general release does not extend to claims which the creditor did not know or suspect to exist in his or her favor at the time of the executed release which if known by him or her must have materially affected his or her settlement with the debtor"

The Responsible Party expressly waives and relinquishes all rights and benefits afforded to the Responsible Party there under and under any and all similar laws of any state or territory of the United States with respect to the claims, actions, and/or losses referenced in the first paragraph of this section. This Agreement shall act as a release of future claims that may arise from the aforementioned whether such claims are currently known, unknown, foreseen, or unforeseen. The

Responsible Party understands and acknowledges the significance and consequences of such specific waiver of Civil Code Section 1542 and hereby assumes full responsibility for any injuries, damages, losses, or liability that may result from the claims identified above.

### **Indemnification**

- (a) The Responsible Party shall defend, indemnify and hold HCSD, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of this Agreement, the use of HCSD facilities, and/or the event that is the subject matter of this Agreement, including without limitation, any and all such claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, kind, character, and description, caused by, or arising out of, any alleged or actual act or omission, regardless of whether such act or omission is active or passive, of the Responsible Party or the users of the subject facilities or the guests, invitees, and attendees of the subject event, excepting only such matters arising from the sole negligence or willful misconduct of HCSD.
- (b) It is the intent of the parties to this Agreement that the defense, indemnity and hold harmless obligation of the Responsible Party under this Agreement shall be as broad and inclusive as may be allowed under applicable law.

### **Room Rental Fees**

One half of the room rental fees are due within 14 days of the approval of the Facility Use Agreement. The remaining balance will be due within 7 days of the event.

### **Cleaning/Damage Deposit Requirements**

Renters are responsible for the conduct of the guests attending the event. Any charges for damages, loss, police call outs due to disturbances, (police call out will result in forfeiture of the security deposit – and immediate termination of the event) excessive cleaning and/or additional custodial duties shall be deducted from the deposit. Costs exceeding the deposit will be billed to the Responsible Party.

**Cleaning/Damage Deposits are separate from the rental fees.** A refundable security cleaning/damage deposit of \$200 for events not serving alcohol and \$300 for events that are serving alcohol, payable by check, money order, credit card or ATM. The deposit is due ~~within fourteen (14) days of the approval of the Facility Use Agreement.~~ with the application.

A damage deposit is required for all facility rentals. Funds are deposited and will be returned refunded (if no damages or violations occur) within two weeks after the event date. The damage deposit will be used to pay for additional fees if your event caused the need for:

- a. Cleaning beyond normal Community Center maintenance.
- b. Repairs or replacement due to structural or equipment damage.

- c. ~~The number of persons attending the event exceeds the number of participants listed on the agreement. Rental time exceeding reserved time.~~
- d. Fire/Police Department response.
- e. Unexpected/additional staff time.

If ~~fees damage, additional cleaning or other costs~~ exceed the amount of deposit, renter will be required to pay the additional amount.

Facility inspections are conducted immediately following events by the Helendale CSD staff to determine the condition of the facility, including all floors, walls, the assembly area, restrooms, etc. ~~If all clean-up requirements are met, no damage has occurred and the rental time was not exceeded, your deposit will be fully refunded.~~

### **Damages**

Renter agrees to pay whatever expenses are required to restore any part of the rented facility to the same condition as when the renter entered the facility, including but not limited to, any needed surface cleaning.

In the event legal action is instituted to enforce any of the provisions contained in this Agreement, the prevailing party in such action shall be entitled to recover from the other party the reasonable attorney's fees and costs incurred by the prevailing party in connection therewith. In any such action, arbitration, mediation, or other proceeding, the entitlement to recover attorneys' fees and costs will be considered an element of costs and not of damages.

### **Security**

For security purposes, your event will be monitored by a ~~H~~CSD staff ~~attendant~~ and/or a contract security guard. The HCSD, ~~at its sole discretion~~ reserves the right to require security personnel ~~paid for by the responsible party, and contracted by HCSD~~, to ensure the safety and welfare of the attendees. Any use that violates the conditions of the rental agreement and/or fails to comply with the law will cause the event to be terminated with forfeiture of all fees.

### **Decorations**

~~ALL DECORATIONS MUST BE FIRE RETARDENT. In accordance with fire regulations, all candles must be enclosed in glass.~~ Decorations will need to be pre-approved and are to be installed at the Responsible Party's expense. Nails, screws ~~and open flames~~ are not permitted. Method for attaching decorations must be pre-approved. ~~Birdseed, bubbles, rice, glitter, confetti, and similar materials are prohibited.~~ The use of glitter is prohibited.

### **Publicity & Signage**

Helendale CSD reserves the right to review and approve materials used to publicize events to be held in our facility. Helendale CSD staff may not/will not distribute information on private

rentals. Helendale CSD is not to be listed as a contact for your event. HCSD's logo may not be used in your advertising. Advertising should state that HCSD is not a sponsor of this event. All exterior signage to be displayed must be approved by HCSD. ~~Advertising must clearly state that "Helendale CSD is not a sponsor of this event."~~

### **Equipment Rental**

Helendale CSD will have the following equipment available for rental. ~~(Fee includes setup)~~  
Renter is responsible for set up and teardown of tables and chairs:

1. Tables with chairs -\$5 per table ~~including chairs~~
2. Chairs - \$1 per chair
3. Coffee Pots - \$10 (Does not include coffee, sugar, creamer, cups, etc.)
4. Microphone and stand - \$30
5. Projector - \$30
6. Projector Screens - \$20
7. ~~Room Curtains - \$200 (includes set up and tear down)~~

### **Catering and Use of Sink Area Kitchen**

Responsible Party may utilize professional caterers for the event, and is responsible for arranging all catering, including linens, dishes and catering supplies. Any equipment or decorations brought on site must be delivered and picked up within your reserved time unless prior arrangements are made with ~~the Program Coordinator~~ HCSD Staff.

Renter is responsible for the condition of the ~~sink area~~ kitchen area and for the caterer in charge of the event. ~~Sink Area~~ Kitchen area must be returned to the same condition in which it was found at beginning of event. ~~All trash needs to be removed.~~

Barbecuing requires pre-approval and is restricted to certain areas outside the facility.

### **Music**

All music shall be in compliance with the County noise regulations. Non-amplified music is not otherwise restricted. Amplified music will be restricted to the interior of the facility with noise exposure outside not to exceed ~~an acceptable decibel as determined by HCSD Staff~~ levels outlined in San Bernardino County's noise regulations. ~~The doors to the facility must remain closed at all times and the music must be turned off no later than 11:00 pm.~~ Music must be turned off no later than 11:00 pm.

### **Alcohol Policy**

State law prohibits the serving of alcoholic beverages to minors or to anyone who is or appears to be under the influence of alcohol. Alcohol must be served by an adult, over 21, from a bar or staffed beverage table. If alcohol is to be served at an event, no minors may be present without a consenting parent or guardian.

Responsible Party must agree to and sign a comprehensive Alcohol Use Policy, which includes rules and provisions for events with alcohol.

### **Alcohol at Youth Oriented Activities**

Alcoholic beverages are strictly prohibited at youth-oriented parties or social gatherings.

### **Cleaning Requirements**

~~One hour of your rental will be dedicated to clean-up.~~ Please keep in mind that both set up time and clean up time are part of your total rental time, so be sure to plan accordingly to avoid additional charges. Cleaning, set-up and take down are the sole responsibility of the applicant. You are required to leave the Community Center, both inside and outside, including the parking lot; in the same condition it was found. All existing furniture and fixtures must remain in place. All items brought to the facility are to be removed. All trash and debris must be removed. A dumpster is conveniently located outside the back doors. Helendale CSD will provide the following cleaning supplies:

- Each event will include trash receptacles
- Garbage Liners
- Broom & Dust Pan
- Vacuum Cleaner
- ~~Mop & Bucket~~

Any additional supplies needed (i.e., glass cleaners, dish soap, etc.), are your responsibility.

The following check list must be adhered to:

**Floors:** Are to be vacuumed, ~~mopped~~ and/or swept.

**Counters and Tables:** Wipe off counters and clean any spills. If using HCSD tables, wipe off table tops ~~and put tables away.~~ ~~HCSD Staff will put tables away.~~

**Chairs:** Wipe off chairs as needed and put away. ~~HCSD Staff will put chairs away.~~

**Coffee pots:** If using HCSD coffee pots ensure pots are cleaned, coffee grounds are emptied, and the coffee machine is wiped down.

**Parking lot/garden/other outdoor areas:** Parking lot and garden area must be checked for litter, trash, or debris including cups, plates, napkins, etc. that may have come from the event. Make sure cigarette butts have been properly disposed of.

### **Photography**

Helendale CSD staff reserves the right to photograph events for promotional purposes. Renter and guests or invitees participating in the event understand that they will not receive compensation for use of these photographs.

### **CANCELLATIONS AND REFUNDS**

- Confirmed room reservations that are canceled may be subject to penalties. Cancellation fees are determined by the amount of notice given prior to the scheduled event.

- Refunds will be processed within 30 days after your event.
- Fees will not be refunded for reserved time not used. Reserved time should be chosen carefully; once fees are paid, there will be no refund for decreased reserved or actual use time.
- The Responsible Party on the contract is the only one who can only make cancellations.
- All cancellations must be submitted **in writing** to HCSD staff by the Responsible Party. ~~Telephone calls will not be accepted.~~ Cancellations may be subject to a penalty. Penalty fees are based on the date on which the written cancellation is received. Fees are assessed on a percentage value as follows:

30 days or more ..... No penalty

14-29 days ~~or more~~..... 25% penalty

7-13 days.....50% penalty

12 days or less ..... no refund will be given

~~Penalties may be waived at the discretion of HCSD, due to circumstances beyond the Responsible Party's control. All request must be submitted in writing.~~ Upon receipt of the **written** cancellation notice, the refundable fee or deposit will be mailed to the Responsibility Party whose name and address appears on the application within thirty (30) days after notification of cancellation. ~~HCSD reserves the right to terminate this agreement at any time in the exercise of its sole discretion, or take any other action it deems necessary to protect the public health, safety or welfare.~~

**General Provisions**

~~HCSD reserves the right to terminate this agreement at any time in the exercise of its sole discretion, or take any other action it deems necessary to protect the public health, safety or welfare.~~

Subject to the Responsible Party's satisfactory compliance with all of the terms and conditions set forth herein as determined by HCSD in the exercise of its sole discretion, HCSD will permit the Responsible Party to temporarily use the subject premises ~~as described on the facility use application from \_\_\_:\_\_\_m. to \_\_\_:\_\_\_m. on \_\_\_\_\_, 20\_\_.~~ Notwithstanding anything to the contrary, HCSD expressly reserves the right and prerogative to revoke such permission and to terminate the Responsible Party's entitlements herein at any time in the exercise of HCSD's sole discretion.

This Agreement and the covenants and conditions hereof apply to and are binding upon the heirs, successors, legal representatives, and assigns of the parties hereto. The Responsible Party shall not assign, mortgage, pledge, hypothecate, or otherwise encumber the subject premises, or any part thereof, or any right or privilege connected therewith, or to allow any other person, except the Responsible Party's guests, invitees, and attendees, to occupy the subject premises or any part thereof, without first obtaining the written consent of HCSD. Any such consent by HCSD shall not constitute consent to any subsequent assignment or occupation by the Responsible Party or other persons. The Responsible Party's unauthorized assignment or license to occupy shall be void, and shall terminate this Agreement at HCSD's option.

This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties jointly prepared this Agreement and any uncertainty or ambiguity contained herein shall not be interpreted against the party responsible for the drafting thereof. This Agreement shall be enforced and governed by and under the laws of the State of California, and venue for any action brought to interpret and/or enforce any provision of this Agreement shall be in a state or federal court with jurisdiction in the County of San Bernardino, State of California.

RESPONSIBLE PARTY:

I understand all of the above provisions and agree to be bound thereto.

\_\_\_\_\_  
"Responsible Party"

\_\_\_\_\_  
Date

HCSD:

Accepted and approved.

\_\_\_\_\_  
Kimberly Cox, General Manager

\_\_\_\_\_  
Date

**Definitions:**

**Attendant Fee:** \$15 an hour fee for an attendant for parties after CSD normal business hours.

**Alcohol Beverage Control:** Agency that is responsible for licensing, enforcement and regulatory mandates regarding the sale and distribution of liquor.

**Amplified Music** – Music in which the sound is increased using speakers, amps, or other means.

**Bartender-** A professional server licensed to serve alcohol.

**Club:** A not for profit organization that is governed by a Board and adheres to bylaws.

**Completed application:** A completed application consists of a signed Facility use agreement, application form, hold harmless agreement, and alcohol use policy

**Responsible party:** Signatory on the completed application. For non-profits or clubs, the responsible party must be a Board Member or the signatory must be authorized in writing by the Board to be the responsible party.

**Community Room:** The larger room in the Community Center, maximum capacity is 331 persons.

**Decoration:** Ornament, adornment, ornamentation, or embellishment.

**Deposit fee:** The sum of money paid to ensure it the rented space is returned in the same condition in which it was found. The deposit will cover in whole or part, the expenses of any repairs of damages to the premises greater than normal "wear and tear."

**Exterior Signage:** Any visual graphics (public advertisements, billboards, etc.) or groups of graphics that communicate information to the public that is located on the Helendale CSD premises.

**General Liability Insurance:** Coverage for an insured person or persons ("Responsible Party") when negligent acts and/or omissions result in bodily injury and/or property damage on the premises of a business, when someone is injured as the result of using the product manufactured or distributed by a business, or when someone is injured in the general operation of a business.

**Guests:** Anyone who is in attendance of the event.

**Hold Harmless Agreement:** An agreement or contract in which one party (Responsible Party) agrees to hold the other free (Helendale CSD) from the responsibility for any liability or damage that might arise out of the transaction involved.

**Meeting Room:** The smaller room in the Community Center, maximum capacity is 50 persons.

**Usage Area:** The area which the Responsible Party and Guests are allowed to use during the event. Usage area will always include hallway and restroom facilities. The usage area will be designated in the Agreement as either "Community Room" or "Meeting Room."

**Non-Profit:** A certified 501 c-3 organization.



**Normal maintenance:** Maintenance above normal vacuuming, sweeping, or mopping. This includes but is not limited to carpet cleaning, garbage removal, stain removal.

**Optional Fees:** Fees that are not required, but can be purchased as part of the agreement.

**Original signature:** a signature signed directly onto the document in ink by the person who is named on the document.

**Security Fee:** A fee that is paid by the responsible party if a security guard is determined to be necessary for the event.

**Security Guard:** A uniformed guard contracted by Helendale CSD to maintain security. The guard shall be certified and contracted from a professional security company.

**Kitchen Area:** The entire area surrounding the sink, including the sink, floor, walls, countertops and refrigerator.

**Smoking area:** A designated location where signs indicate that smoking is permitted in that area.

**Youth Oriented Activities:** Activities where the emphasis is on minors under the age of 21. This includes but is not limited to birthday parties or student activities.

## **Exhibit A**

### **Typical use of Community Room and Board Room**

Recognized Social Club meetings

Board meeting for HOA's within the community

Private Parties such as Birthdays, Quinceanera, Retirements, showers

Weddings

Gymnastic awards ceremony

Senior Center Safety Fair

Senior Center luncheons

Helendale Community Services Foundation Meetings

Boy Scouts/Girl Scouts

Public Services offered through HCSD including:

Bereavement

Alzheimer's/Care Giver Support Group

Computer

Dog Clinic

Farmers' Market

Music classes

Exercise Classes

Recreational classes

Uses for which the Board has granted prior approval



# Helendale Community Services District

26540 Vista Road, Ste. B - P.O. Box 359 | Helendale, California 92342-0359  
 (760) 951-0006 Fax (760) 951-0046

## Community Center Rental Application

This application must be submitted with a deposit. Please complete all fields below.

Name of "Responsible Party" \_\_\_\_\_

Name of Group: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail \_\_\_\_\_

If your group is a non-profit or club please include tax exempt number: \_\_\_\_\_

Check Facility Requested:  Meeting Room  Community Room

Setup Date: \_\_\_\_\_ Setup Time: \_\_\_\_\_ - \_\_\_\_\_

Event Date: \_\_\_\_\_ Time: \_\_\_\_\_ - \_\_\_\_\_

Clean Up: \_\_\_\_\_ Time: \_\_\_\_\_ - \_\_\_\_\_

Purpose of rental: \_\_\_\_\_

Number of attendees: \_\_\_\_\_

Is this a youth-oriented event, party or social gathering? \_\_\_\_\_

**Please check all that apply:**

Admission/donation required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will minors be present? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is event open to the public? <input type="checkbox"/> Yes <input type="checkbox"/> No
Will alcohol be served? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will alcohol be sold? <input type="checkbox"/> Yes <input type="checkbox"/> No	Requesting to barbeque? <input type="checkbox"/> Yes <input type="checkbox"/> No
Will food be served? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is this event catered? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will music be amplified? <input type="checkbox"/> Yes <input type="checkbox"/> No
Will there be a band? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will there be a DJ? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Requested use on Exhibit A? <input type="checkbox"/> Yes <input type="checkbox"/> No	Does this need Board Apvl? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Helendale CSD will have the following equipment available for rental. (Fee includes set up & break down):

Item	Cost	# Requested
Tables w/chairs		
5' Round with 8 chairs	\$5	
6' Round with 10 chairs	\$5	
6' Long with 6 chairs	\$5	
Chairs Only	\$1 per chair	
Coffee Pot (Does not include coffee, sugar, creamer, cups, etc.)	\$10	
Microphone and stand	\$30	
Projector & Screen	\$30	

<b>Office Use Only</b>	
<b>Proof of insurance provided?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Alcohol Policy &amp; Hold Harmless Signed?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Hourly Rental Fee &amp; Number of Hours:</b>  _____ hours @ \$ _____ = _____  _____ hours @ \$ _____ = _____  <b>Attendant:</b> _____ hours @ \$ 15 _____ = _____	<b>Total Fee Charged:</b> Room Fee:                    \$ _____ Table Fee:                    \$ _____ Chair Fee:                    \$ _____ Coffee Pot:                    \$ _____ Sound:                        \$ _____ Projector & Screen:        \$ _____ <b>Total:</b> \$ _____
<b>Deposit Amount:</b> \$ _____ <b>Date Paid:</b> _____	<b>Room Rental</b> Payment 1 _____ Date _____ Payment 2 _____ Date _____ Payment 3 _____ Date _____ Payment 4 _____ Date _____
<b>Security Required?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Security guard payment received?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Security Company &amp; Contact Phone:</b>	<b>Staff Assigned to Event:</b>
<b>Eligible for deposit refund?</b> Yes    No <input type="checkbox"/> <input type="checkbox"/>	<b>If no please explain:</b>
<b>Date Deposit Returned:</b>	

HCSD Approval:

\_\_\_\_\_  
Kimberly Cox, General Manager

\_\_\_\_\_  
Date

## Alcohol Use Policy

State law prohibits the serving of alcoholic beverages to minors or to anyone who is or appears to be under the influence of alcohol. Alcohol must be served by an adult, over 21, from a bar or staffed beverage table. If alcohol is to be served at an event, no minors may be present without a consenting parent or guardian.

- Alcoholic beverages are not to be consumed during set up or clean up.
- Alcoholic beverages may be served for a total time period of four (4) hours
- Alcoholic beverages are not to be served or sold later than 10:00 p.m.
- Alcoholic beverages shall be permitted only within the confines of the Community Room. Absolutely no alcohol is allowed outside of the facility.
- Beer kegs are not allowed except as may be used by professional caterers and bartenders as part of a bar set up.
- A professional caterer/bartender with a liquor license will be required for events serving or selling alcohol if more than 100 people are in attendance.
- Hard liquor (anything other than beer or wine) will require the use of a professional caterer/bartender with a liquor license to distribute.

The Responsible Party is liable for all of their guests, including those that bring alcohol into the facility without obtaining the proper insurance and security requirements. **Events may immediately be cancelled if alcohol is consumed without meeting these requirements and deposit fees will not be returned.**

Alcohol **SOLD** by any means (selling tickets, donations, cost in admission price, tips, etc.) will require an Alcoholic Beverage Control (ABC) Permit. This permit must be on file with the Helendale Community Services District **fourteen (14) days** prior to the event. In order to obtain this permit, a letter to the Alcoholic Beverage Control must be obtained from the Helendale Community Services District advising the use of the facility. It is the applicant's responsibility to request this letter. Failure to comply with this requirement may result in forfeiture of rental date or the inability to have alcohol at the event.

### Alcohol at Youth Oriented Activities

Alcoholic beverages are **strictly prohibited** at Youth Oriented events, parties or social gatherings.

As **Responsible Party**, I \_\_\_\_\_ understand that it is my responsibility to ensure that Helendale CSD's alcohol use policy as stated above is complied with at all times. I also understand that it is my responsibility to comply with all liquor laws in the State of California, including the prohibition of serving alcohol to persons exhibiting signs of intoxication or to anyone under the age of 21. I understand that alcoholic beverages, other than beer and wine are prohibited within the Helendale Community Services District property unless being served by a professional caterer/bartender with a liquor license. For more than 50 guests a professional caterer/bartender with a liquor license must be used for all alcoholic beverages including beer and wine. Additionally, a security guard is required if alcohol is being served/sold to parties of 100 guests or more.

Applicant hereby acknowledges that he/she understands, and will comply with all rules pertaining to use of the Helendale Community Services District Community Center facilities. Applicant hereby assumes all responsibility to leave the facility in as neat and clean condition as found. Helendale CSD Alcohol Use Policy is to be strictly adhered to at all times. All payments and deposits are due, in full, two weeks prior to the event date in order to secure the reservation. All cancellations must be made 7 days in advance of the reservation date. Time used in excess of the rental agreement may be deducted from the reservation deposit. Any cleaning fees will be deducted from the deposit, if fees are in excess of deposit amount fee will be billed to "Responsible Party." Applicant agrees to hold harmless and indemnify the Helendale Community Services District from any and all liability, Applicant acknowledges that this reservation is subject to immediate cancellation by any Helendale CSD staff upon determination of a violation of the law, any rules in the Facility Use Agreement, or in times of declared emergencies. I/We agree to abide by and enforce the rules and regulations of the Helendale CSD and verify that I/We have read the above rules and regulations.

**"Responsible Party"** does hereby agree to indemnify and hold harmless the Helendale Community Services District and its officers, agents, employees, and volunteers from any and all losses, expenses, damages, demands, and claims in connection with or arising out of any injury, alleged injury, or death to any persons or damage or alleged damage to personal or real property, sustained or alleged to have been sustained in any manner in connection with, having arisen out of, or resulting from the rental or use of the property owned by the Helendale Community Services District.

Further, I/we agree to defend any suit or action brought against the Helendale Community Services District, its officers, agents, employees, or volunteers based upon such alleged injury or damage and to pay any and all damages, costs, and expenses, including attorney's fees, in connection therewith or resulting therefrom.

---

"Responsible Party" Signature

---

Date

## **Rental Fees and Deposits**

### **Community Room – 3 hour minimum**

\$35/hour

\$55/hour if alcohol served/sold

### **Meeting Room – 2 hour minimum**

\$25.00 per hour – no food or drinks allowed!

### **Events during CSD Normal Business Hours**

20% discount on hourly fees

### **Deposit fees**

\$200.00 without alcohol

\$300.00 with alcohol

### **Security Fee** - For events of 50 or more serving alcohol or 100 or more without alcohol

\$100 flat rate

### **Non-residents**

Add 15% to hourly fee

### **Hourly Minimums**

Event times shall include set up and cleaning time. Hourly charges will accrue if the event is not over and area is not cleaned by specified time stated on rental agreement.

### **Helendale Non-profits and Clubs**

A non-profit is a 501 (c) 3 organization or a club that operates with by-laws and a Board of Directors. For non-fundraising events facilities will be rented to Helendale non-profits free of charge during normal business hours (Monday – Friday 8:00 am– 5:00 pm) one time per month. Events held more than one time a month and events after regular business hours will receive a 30% discount on the room rental fee. Fundraising events will be subject to the regular fee schedule or other negotiated rates.



# Helendale Community Services District

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Date: February 21, 2019  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
BY: Cheryl Vermette, Program Coordinator  
SUBJECT: Agenda item #6 Discussion Only Regarding Wrap-Up on LWCF Grant Projects and Submittal of Reimbursement Request

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## **STAFF REPORT:**

Staff is in the process of completing the final paperwork for the LWCF grant. The District was awarded a grant to add the following items to the Helendale Community Park:

- Playground
- Pathways – waiting on completion of ada pathway to restroom
- Shade structures
- Picnic Pavilions
- Volleyball Courts
- Baseball Fields – Brick dust needs to be applied
- Fitness Area
- Field Lighting

The total reimbursement for the grant is anticipated to be \$132,600.

LWCF representatives will make a site visit to ensure all of the projects have been completed. The final reimbursement is anticipated by the end of June.

Staffs presentation at the Board meeting will include a more detailed look at costs, employee hours and volunteer hours.





# Helendale Community Services District

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Date: February 21, 2019  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
SUBJECT: Agenda item #7  
Discussion and Possible Action Regarding Use of Four Plex for Additional Park Space

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**STAFF RECOMMENDATION:**

Staff seeks Board input.

**STAFF REPORT:**

This item was requested to be added to the agenda at the last Board meeting. This item is a placeholder for a discussion amongst the Board. Staff looks forward to receiving direction regarding this matter.

**Background:**

When the District purchased the property in 2008 with the vision of creating a community park facility there were 10 residential units that were acquired with the purchase. The revenue from the rental units has assisted in paying the debt service for the property. The Four Plex includes four 600 square foot two-bedroom/one bath efficiency apartments that provides \$29,880 in revenue each year. The total combined square footage of the unit is 2400 square feet. The unit has a block wall and chain link fencing to separate it from the park property and a chain link fence around the joint-use front yard of the units. The units are equipped with gas furnaces in the attic for heating and a roof-mounted swamp cooler on each unit for cooling.

**FISCAL IMPACT:**

None



# Helendale Community Services District

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Date: February 21, 2019  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
SUBJECT: Agenda item #8  
Discussion and Possible Action Regarding Emergency Repairs for Smithson Lift Station

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**STAFF RECOMMENDATION:**

Staff seeks approval for this item.

**STAFF REPORT:**

The Wastewater staff noticed a loss of efficiency at the Smithson Lift Station Pump #1. Pump #3 has been off-line previously and Pump #1 and #2 have been providing redundancy for the lift station. Upon performing a confined space entry suspecting that rags were causing the problem it was determined that the pump was in failure and needed to be rebuilt.

Staff has contact Evans Hydro, the company the rebuild the pumps several years ago and was informed that they had an eight-week lead time for repairs. Staff will be contacting Flo-Systems and Misco Water to see what their timeframe would be for this critical repair. Staff is estimating that it may cost up to \$35,000 to repair Pumps #1 and #3.

More information will be available by the Board meeting.

**FISCAL IMPACT:**

Up to \$35,000