



Helendale Community Services District

BOARD OF DIRECTORS MEETING

October 18, 2018 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: October 4, 2018 Regular Board Meeting
- Bills Paid and Presented for Approval
- Water Purchase Agreement between HCSD and Aqua Capital for Acquisition of Water Rights in the Centro Subarea

4. Reports

- Directors' Reports
- General Manager's Report

Discussion Items

- Discussion Only Regarding First Quarter Budget Review for FY 2019
- Discussion and Possible Action Regarding Farmers' Market Fee Structure and Approval of a Market Manager Contract for the Helendale Farmer's Market
- Discussion and Possible Action Regarding Adoption of the 2019 District Calendar

Other Business

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

Closed Session

- Conference with Legal Counsel
Anticipated Litigation
Significant Exposure to Litigation pursuant to Government Code Section 54956.9(d)(2):
One potential case
- Conference with Real Property Negotiator: Government Code Section 54956.8
APN: 0465151200000, Et Al
District Negotiator: Kimberly Cox
Negotiating Parties: Mojave Desert Land Trust
Under Negotiation: Terms of Property Management

- Announcement of Closed Session Actions

12. 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





Helendale Community Services District

Date: October 18, 2018
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #3
Consent Items

Consent Items

- a. Approval of Minutes: September 20, 2018, Regular Board Meeting
- b. Bills Paid and Presented for Approval
- c. Water Purchase Agreement between HCSD and Aqua Capital for Acquisition Water Rights in the Centro Subarea



Minutes of the Helendale Community Services District
REGULAR BOARD OF DIRECTORS MEETING FOR

October 4, 2018 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
Craig Carlson – Water Operations Manager
Cheryl Vermette – Program Coordinator

Consultants:

Steve Kennedy, Legal Counsel

Members of the Public:

There were nine (9) member of the public present.

Call to Order and Pledge of Allegiance

The meeting was called to order at 6:33 by President Ron Clark, after which the Pledge of Allegiance was recited.

1. Approval of Agenda

Action: A motion was made by Director Schneider to approve the agenda as presented. The motion was seconded by Director Haas.

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

2. Public Participation

- Boy Scout Josh addressed the Board, he stated that the Troop needed to attend a Board Meeting to receive their communication merit badge.
- First District Supervisor representative Christian Gunter gave an update: The County is looking for Court appointed people to work with foster kids and the High Desert Job fair will be on October 11th at the County Fairgrounds.
- Developer / Resident Trent Hickson – presented his plan for an athletic training camp in Helendale with housing and a condo and hotel. The project will be on property he recently acquired North East of Bonanza and Rodeo. The projected is estimated at \$75-80 million.

3. Consent Items

- a. Approval of Minutes: September 6, 2018 Regular 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 second by Director Spiller.

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

4. Reports

- a. Director's Reports:

Director Schneider commented that he attended the CSDA Conference along with Tim and Henry. He talked about the various workshops he attended. He attended a workshop that talked about a trail program and this may be something the District would like to look into.

Director Smith also commented on the CSDA Conference. He said it was interesting to meet other people throughout the state from small districts like ours.

Director Spiller also talked about the CSDA Conference. He attended some of the legal and financing workshops. He went to a lot of the breakout sessions, including ones on the Brown Act, Risk Management and how to deal with contractors. He stated that it was a great opportunity to network.

President Clark thanked staff for the Farmers Market.

b. General Manager's Report

General Manager Report – given by General Manager Cox

- Reported that the first Farmers Market was held Wednesday and was a huge success.
- Soccer season is well underway, and the Basketball committee met this week to begin planning for the upcoming season.
- Thrift Store Staff is preparing for the Christmas Holiday.
- Employee Picnic scheduled for October 13 at the Park.
- Park & Rec Meeting next Tuesday and the Public meeting requesting input on Park amenities. These scoping meetings are a requirement of upcoming grant
- The WWTP tractor scheduled delivery is 10/15.
- A photo of the digester was presented showing buildup of the snail shells.
- Presented the latest Sheriff's Department Statistics.

Water Report – given by Water Operations Manager Carlson

- Two staff members attended the Tri-State seminar put on by AWWA, they both received 17 CEU's.
- Staff is continuing meter replacement program.
- We were informed this week that we did not get the Bureau Smart Water grant award, however we will apply again in December
- Completed 4th quarter Watermaster Report
- Rebuilt Chlorine pump at Well 1A
- Hach performed annual warranty service on chlorine analyzers

Discussion Items

5. Discussion and Possible Action Regarding Adoption of Resolution 2018-21: A Resolution of the Board of Directors of the Helendale Community Services District Establishing Policies for Its Compensation, Reimbursement and Ethics Training.

Discussion: This was one of the first original resolutions that was adopted by the Board and it outlines the commitment to transparency and ethical conduct. The resolution was modified in 2011 changing meetings from three/month to six/month. District's Legal Counsel provided an overview of the Resolution. Three modifications were presented: Section 1.2.1(d): Remove reference to Finance Manager; Section 2.2: Modify to read: "and (4)

cost of meals as set forth in Section 2.3.4;" and Section 2.4: Reduce the limit from \$5,000 to \$2,000 to more accurately reflect expenses.

Action: Director Spiller made the motion to adopt Resolution 2018-21 as presented by Staff. The motion was seconded by Director Haas.

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

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

6. Discussion and Possible Action Regarding Request to use Helendale Community Park Football Field

Discussion: A request was made by a small Charter School in Hesperia, University Careers and Sports Academy, to use the field for one of their football games on 10/26. Staff asked the board for guidance on whether or not they wanted outside entities to use the field. The Board was supportive of allowing outside entities to play on the Helendale fields. The Board discussed possible fees and asked Staff to ask what the fee is that they pay to Lucerne Valley High School, as they use their field from time to time. The Board felt it was fair to charge outside entities as the Helendale School District has to pay to use the field. The Board left the amount for use up to the Discretion of the General Manager, but gave her the parameters of no less than \$500 but no more than \$1,000 for the use.

Action: There was no action on this item. Staff will proceed as directed by the Board and update the Board on the outcome.

7. Discussion Only Regarding Review of Water Rights and Water Production for Water Year 2017/18 Ending September 30, 2018.

Discussion: General Manager Cox gave a comprehensive overview of the CSD's water rights and production numbers for Water Year 2017/18. The CSD pumps water in an adjudicated groundwater basin. Provide quarterly pumping amounts to the Watermaster that regulates groundwater extraction. Water year is October 1 through September 30. Each year the District pumps water from the ground to deliver to the District's residents. The water is pumped in acre-feet (325,851 gallons, for reference the average home uses 1/2 of an acre-foot per year or 169,255 gallons of water). She presented a chart showing the water rights and water pumped since WY 06/07 to WY 17/18. For WY 17/18 the District pumped approximately 1,500 AF of the over 2,000-acre feet owned by the District. The District has invested in \$5 million in the past decade in water for the future that will secure the future water reliability for our community. The excess water is leased to pay the debt service (\$234,410). A secure water future is critical for our community and the District has done an excellent job ensure that we will have adequate water

Other Business

8. Requested items for next or future agendas (Directors and Staff Only)

Director Spiller requested a report from the Silver Lakes Association on the lake levels.

Closed Session

Open Session recessed at 7:22 pm and Closed session began at 7:37 pm.

Closed Session

9. Conference with Legal Counsel

Anticipated Litigation

Significant Exposure to Litigation pursuant to Government Code Section 54956.9(d)(2):
One potential case

10. Conference with Real Property Negotiators
Government Code Section 54956.8
Property: Various
District Negotiator: Kimberly Cox
Negotiating Parties: Bobby Boyter
Under Negotiation: Price and terms of payment

11. Conference with Real Property Negotiator: Government Code Section 54956.8
APN: 0465151200000, Et Al
District Negotiator: Kimberly Cox
Negotiating Parties: Mojave Desert Land Trust
Under Negotiation: Terms of Property Management

12. Public Employee Performance Evaluation
(Government Code Section 54957)
Title: General Manager

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

14. Announcement of Closed Session Actions
Closed session adjourned at 9:07 pm at which time President Clark re-opened the regular board meeting and announced that there were no reportable actions resulting from closed session items.

15. Adjournment
Action: President Ron Clark adjourned the meeting at 9:07 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

Date: October 18, 2018
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

STAFF RECOMMENDATION:

Report Only. Receive and File

STAFF REPORT:

Staff issued 39 checks and 16 EFT's totaling \$85,207.70

| | | |
|-----------------------|-----------------|-----------------|
| Total cash available: | <u>10/15/18</u> | <u>9/28/18</u> |
| Cash | \$ 5,431,148.92 | \$ 5,353,200.93 |
| Checks/EFT's Issued | \$ 85,207.70 | \$ 192,301.16 |

Investment Report

The Investment Report shows the status of invested District funds. The current interest rate is 2.27% for CalTRUST Short-Term and 2.74% for Medium-Term Investments, 2.09% for LAIF, and 0.25% for the CBB Sweep Account for Sep 2018. Interest earned in Sep 2018 on the CalTrust investments and the CBB Sweep Account is \$7,026.24



Helendale CSD

Bills Paid and Presented for Approval

Transaction Detail

Issued Date Range: 09/29/2018 - 10/15/2018

Cleared Date Range: -

| Issued Date | Number | Description | Amount | Type | Module |
|---|----------------------------|--|------------|-------|------------------|
| Bank Account: 251229590 - CBB Checking | | | | | |
| 09/30/2018 | EFT0002458 | To record ETS Fees - #9692 | -1,019.19 | EFT | General Ledger |
| 09/30/2018 | EFT0002459 | To record ETS Fees - #9691 | -456.25 | EFT | General Ledger |
| 09/30/2018 | EFT0002460 | To record ETS Fees - #557 | -72.15 | EFT | General Ledger |
| 09/30/2018 | EFT0002461 | To record Global Fee | -82.00 | EFT | General Ledger |
| 10/01/2018 | EFT0002511 | To record ETS Fees - #9691 | -360.99 | EFT | General Ledger |
| 10/01/2018 | EFT0002512 | To record ETS Fees - #9692 | -951.63 | EFT | General Ledger |
| 10/01/2018 | EFT0002513 | To record ETS Fees - #557 | -78.89 | EFT | General Ledger |
| 10/01/2018 | EFT0002514 | To record Global Fee | -82.00 | EFT | General Ledger |
| 10/01/2018 | EFT0002517 | To record EVO Thrift Store CC Fees 23099 | -378.31 | EFT | General Ledger |
| 10/01/2018 | EFT0002518 | To record EVO Rec Desk CC Fees 22567 | -114.51 | EFT | General Ledger |
| 10/03/2018 | 21093 | T. L. Timmerman Construction Inc. | -1,000.00 | Check | Accounts Payable |
| 10/04/2018 | 21094 | GOLDMAC PROPERTIES LLC | -117.97 | Check | Utility Billing |
| 10/04/2018 | 21095 | RALPH PARTNERS II LLC | -213.94 | Check | Utility Billing |
| 10/04/2018 | 21096 | KATHRYN BISHOP REVOCABLE TRUST | -40.60 | Check | Utility Billing |
| 10/04/2018 | 21097 | JAMIE FREED | -273.00 | Check | Utility Billing |
| 10/04/2018 | 21098 | Southern California Edison | -412.53 | Check | Accounts Payable |
| 10/04/2018 | 21099 | Southern California Edison | -147.07 | Check | Accounts Payable |
| 10/04/2018 | 21100 | Southern California Edison | -242.72 | Check | Accounts Payable |
| 10/04/2018 | 21101 | American Public Works Association | -49.00 | Check | Accounts Payable |
| 10/04/2018 | 21102 | Apple Valley Communications | -130.00 | Check | Accounts Payable |
| 10/04/2018 | 21103 | AVCOM Services Inc. | -109.00 | Check | Accounts Payable |
| 10/04/2018 | 21104 | Beck Oil | -1,856.53 | Check | Accounts Payable |
| 10/04/2018 | 21105 | Burrtec Waste Industries | -116.07 | Check | Accounts Payable |
| 10/04/2018 | 21106 | Cazcom, Inc. | -175.00 | Check | Accounts Payable |
| 10/04/2018 | 21107 | Cheryl Vermette | -317.00 | Check | Accounts Payable |
| 10/04/2018 | 21108 | Chris Pattison | -105.95 | Check | Accounts Payable |
| 10/04/2018 | 21109 | Chris Zuber | -132.89 | Check | Accounts Payable |
| 10/04/2018 | 21110 | Ferguson Enterprises, Inc | -136.76 | Check | Accounts Payable |
| 10/04/2018 | 21111 | G.A. Osborne Pipe & Supply Inc. | -135.11 | Check | Accounts Payable |
| 10/04/2018 | 21112 | Henry Spiller | -159.55 | Check | Accounts Payable |
| 10/04/2018 | 21113 | Inland Water Works Supply Co. | -454.06 | Check | Accounts Payable |
| 10/04/2018 | 21114 | McMaster-Carr | -703.24 | Check | Accounts Payable |
| 10/04/2018 | 21115 | Mobile Occupational Services, Inc. | -90.00 | Check | Accounts Payable |
| 10/04/2018 | 21116 | On Line | -25.65 | Check | Accounts Payable |
| 10/04/2018 | 21117 | Ron Clark | -750.00 | Check | Accounts Payable |
| 10/04/2018 | 21118 | Shelly Lange | -81.00 | Check | Accounts Payable |
| 10/04/2018 | 21119 | SWRCB, DWOCP | -105.00 | Check | Accounts Payable |
| 10/04/2018 | 21120 | Tim Smith | -886.25 | Check | Accounts Payable |
| 10/04/2018 | 21121 | Top Notch Networking, LLC | -1,627.96 | Check | Accounts Payable |
| 10/04/2018 | 21122 | USA Blue Book | -675.70 | Check | Accounts Payable |
| 10/04/2018 | 21123 | USA of So. California | -67.75 | Check | Accounts Payable |
| 10/04/2018 | 21124 | USPS | -200.00 | Check | Accounts Payable |
| 10/04/2018 | 21125 | WaterMaster | -2,384.77 | Check | Accounts Payable |
| 10/04/2018 | EFT0002519 | To post Payroll pmt - Dir Deposit | -33,917.28 | EFT | General Ledger |
| 10/04/2018 | EFT0002520 | To post Payroll pmt - PR Tax Pmt | -8,356.58 | EFT | General Ledger |
| 10/04/2018 | EFT0002521 | To record Tasc Flex Claim Pmt | -619.21 | EFT | General Ledger |
| 10/10/2018 | 21126 | LAJUANA PHILLIPS | -82.41 | Check | Utility Billing |
| 10/10/2018 | 21127 | YILONG SONG | -11.37 | Check | Utility Billing |
| 10/10/2018 | 21128 | ADAM RAHMAN | -38.65 | Check | Utility Billing |
| 10/10/2018 | 21129 | SINDY VACCARO | -211.85 | Check | Utility Billing |
| 10/10/2018 | 21130 | LOREN FORSYTHE | -78.02 | Check | Utility Billing |
| 10/10/2018 | 21131 | Bank of America | -9,595.05 | Check | Accounts Payable |

Bank Transaction Report

Issued Date Range: -

| Issued Date | Number | Description | Amount | Type | Module |
|--------------------|----------------------------|---|-------------------|-------------|----------------|
| 10/12/2018 | EFT0002522 | To record EVO Rec Desk CC Fees 22567 (Meter Refund) | -1,025.24 | EFT | General Ledger |
| 10/12/2018 | EFT0002523 | To record Payroll Fee Pmt | -181.52 | EFT | General Ledger |
| 10/15/2018 | EFT0002524 | To record CalPERS Health Premium Paid | -13,572.53 | EFT | General Ledger |
| | | Bank Account 251229590 Total: (55) | -85,207.70 | | |
| | | Report Total: (55) | -85,207.70 | | |

Bank Transaction Report

| Bank Account | Count | Amount |
|--|-----------|-------------------|
| 251229590 CBB Checking | 55 | -85,207.70 |
| Report Total: | 55 | -85,207.70 |

| Cash Account | Count | Amount |
|---|-----------|-------------------|
| 99 99-111000 Cash in CBB - Checking | 55 | -85,207.70 |
| Report Total: | 55 | -85,207.70 |

| Transaction Type | Count | Amount |
|----------------------|-----------|-------------------|
| Check | 39 | -23,939.42 |
| EFT | 16 | -61,268.28 |
| Report Total: | 55 | -85,207.70 |

PERMANENT TRANSFER OF BASE ANNUAL PRODUCTION RIGHT

To be executed by both Transferee and Transferor, be accompanied by a map of the service area where the water was used by Transferor, and a map of the service area where the water is intended to be used by the Transferee, together with a listing identifying and showing the location(s) of production facilities involved in or affected by Transfer. Have the attached acknowledgments completed by both Transferee and Transferor.

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER WITHIN 15 DAYS OF EXECUTION.
(To be accompanied by completed Exhibit "F" if Transferee is not a party to the Judgment
and by a Preliminary Title Report on Transferor's property)

For a valuable consideration, in the amount of \$1,000.00 per acre-foot, for a total amount of \$200,000.00, receipt of which is hereby acknowledged, Aqua Capital Management LP ("Transferor") does hereby assign and transfer in perpetuity to Helendale Community Services District ("Transferee") the Base Annual Production Right of Transferor in the amount of 200 acre-feet and any Carryover Right, if applicable in the amount of 0 acre-feet, in the Centro Subarea as adjudicated to Seller or his predecessor in the Judgment in the case of "City of Barstow, et al" vs. "City of Adelanto, et al" Riverside Superior Court No. 208568, together with the attendant rights, powers and privileges pertaining thereto, effective upon payment-in-full to Transferor

(Date)

TRANSFEEE

TRANSFEROR

Helendale Community Services District

Aqua Capital Management LP

David Penrice

(Signature)

(Date)

(Signature)

(Date)

Name and Address of Designee of Transferee to receive service of Processes & Notices:

Name and Address of Designee of Transfer to receive service of Processes & Notices:

David Penrice

7914 West Dodge Road, STE 482

Omaha, NE 68114

Telephone No.: _____

Telephone No.: 402-934-0066

The following are holders of Deed of Trust or Lien on the affected lands and/or the Base Annual Production Right affected by this transfer.

DEED OF TRUST or LIEN HOLDER

ADDRESS

Exhibit "C"

PERMANENT TRANSFER OF BASE ANNUAL PRODUCTION RIGHT

To be executed by both Transferee and Transferor, be accompanied by a map of the service area where the water was used by Transferor, and a map of the service area where the water is intended to be used by the Transferee, together with a listing identifying and showing the location(s) of production facilities involved in or affected by Transfer. Have the attached acknowledgments completed by both Transferee and Transferor.

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER WITHIN 15 DAYS OF EXECUTION.
(To be accompanied by completed Exhibit "F" if Transferee is not a party to the Judgment and by a Preliminary Title Report on Transferor's property)

For a valuable consideration, in the amount of \$1,000.00 per acre-foot, for a total amount of \$200,000.00, receipt of which is hereby acknowledged, Aqua Capital Management LP ("Transferor") does hereby assign and transfer in perpetuity to Helendale Community Services District ("Transferee") the Base Annual Production Right of Transferor in the amount of 200 acre-feet and any Carryover Right, if applicable in the amount of 0 acre-feet, in the Centro Subarea as adjudicated to Seller or his predecessor in the Judgment in the case of "City of Barstow, et al" vs. "City of Adelanto, et al" Riverside Superior Court No. 208568, together with the attendant rights, powers and privileges pertaining thereto, effective upon payment-in-full to Transferor
(Date)

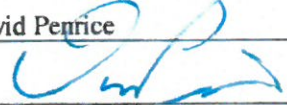
TRANSFEEE

TRANSFEROR

Helendale Community Services District

Aqua Capital Management LP

David Penrice



10/15/18

(Signature) _____

(Date) _____

(Signature) _____

(Date) _____

Name and Address of Designee of Transferee to receive service of Processes & Notices:

Name and Address of Designee of Transfer to receive service of Processes & Notices:

David Penrice
7914 West Dodge Road, STE 482
Omaha, NE 68114

Telephone No.: _____

Telephone No.: 402-934-0066

The following are holders of Deed of Trust or Lien on the affected lands and/or the Base Annual Production Right affected by this transfer.

DEED OF TRUST or LIEN HOLDER

ADDRESS

Exhibit "C"

Addendum to Exhibit "C"

October 15, 2018

Permanent Transfer of Base Annual Production Right

Transferor: Aqua Capital Management LP

Transferee: Helendale Community Services District

Transferor hereby conveys to Transferee Two hundred (200.00) acre-feet of Base Annual Production Right in the Centro Subarea of the Mojave Basin Area, (the "BAP"), as adjudicated to the Transferor or Transferor's predecessors in the Judgment entered January 10, 1996, as such judgment may have been further amended (as so amended, the "Judgment"), in the case entitled, "City of Barstow, et al. vs. City of Adelanto et al.", Case No. 00208568 in the Superior Court of the State of California for the County of Riverside (the "Court"). The BAP, together with Transferor's other rights, privileges and entitlements relating to the BAP, or appurtenant thereto, including without limitation Transferor's right, title and interest in and to the Free Production Allowance arising from the BAP, for any period after September 30, 2018, are collectively referred to as the "Water Rights."

The Water Rights will exclude, and the Transferor desires to and will retain any annual Free Production Allowance and/or Carry Over Rights water associated with the Water Rights for the October 1, 2017 to September 30, 2018 water year or any previous period.

Transferor is conveying to Transferee, 200.00 acre-feet of Base Annual Production Right in the Centro Subarea of the Mojave Basin Area. The Water Rights consist of the 30.00 acre-feet of Base Annual Production Right conveyed from Joette Jones to Transferor on March 22, 2006. The Water Rights also consist of the 44.00 acre-feet of Base Annual Production Right conveyed from David J. Huntbach to Transferor on November 29, 2006. The Water Rights also consist of the 34.00 acre-feet of Base Annual Production Right conveyed from Munn, Thurston & Scott Partnership to Transferor on March 28, 2007. The Water Rights also consist of the 21.00 acre-feet of Base Annual Production Right conveyed from Nicholas P. & Millie D. Grill to Transferor on May 23, 2007. The Water Rights also consist of the 18.00 acre-feet of Base Annual Production Right which is a portion of the 100.00 acre-feet of Base Annual Production Right conveyed from Norman Howard Revocable Trust to Transferor on October 24, 2007. The Water Rights also consist of the 10.00 acre-feet of Base Annual Production Right conveyed from Joette Jones to Transferor on January 23, 2008. The Water Rights also consist of the 19.00 acre-feet of Base Annual Production Right conveyed from Lee & Terry Hileman to Transferor on February 27, 2008. The Water Rights also consist of the 24.00 acre-feet of Base Annual Production Right conveyed from Bommi V. & Karuna V. Reddy to Transferor on March 26, 2008.

The Water Rights being conveyed represents a portion of the base annual production adjudicated water rights currently identified by the San Bernardino County Assessor as Parcel Number 0426-271-59-7001.

Transferor desires to and will retain a total of 2,136 acre-feet of Base Annual Production Right in the Centro Subarea of the Mojave Basin Area.



Helendale Community Services District

Date: October 18, 2018
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #5
Discussion Only Regarding First Quarter Budget Review

STAFF RECOMMENDATION:

Receive and file.

STAFF REPORT:

Staff has scheduled quarterly reviews of the budget expenditures. This is a review of the expenditures for the months of July, August and September. The mid-year budget review will occur in January 2019; third quarter review in April 2019 and the year-end review will occur in August 2019.

Staff will forward the budget to actual data to the Board for Review as soon as it become available from the contract accountant.



Helendale CSD

Statement of Cash Flows

07/01/2018 - 09/30/2018

01 - Water Operations

Cash Flows From Operating Activities

| | |
|-------------------|-------------------|
| Total Revenue | 674,137.38 |
| Total Expense | 466,199.75 |
| Net Income | 207,937.63 |

Adjustments to Net Income

| | |
|--|-------------------|
| CF - 1 - Operating Activities - Adjustment | -83,351.86 |
| Net Income After Adjustments | 124,585.77 |

Adjustments to reconcile Net Income to net cash provided by Operating Activities

| | |
|--|-------------------|
| CF - 1a - Nonoperating Rev and Exp | 143,113.08 |
| Net cash provided by Operating Activities | 267,698.85 |

Cash Flows From Investing Activities

| | |
|---|----------------|
| CF - 2a - Noncapital Financing - Taxes & Special Assessments | -4,890.69 |
| CF - 2b - Noncapital Financing - Proceeds from capital grants | 3,960.74 |
| CF - 2c - Noncapital Financing - Other nonoperating revenue | 0.00 |
| Net cash provided by Investing Activities | -929.95 |

Cash Flows From Financing Activities

| | |
|--|--------------------|
| CF - 3a - Capital & Related Financing - Acquisition & construction of ca | -31,958.20 |
| CF - 3b - Capital & Related Financing - Principal paid on capital debt | -84,771.62 |
| CF - 3c - Capital & Related Financing - Interest paid on capital debt | -85,015.52 |
| CF - 3d - Capital & Related Financing - Proceeds from sale of capital as | 0.00 |
| Net cash provided by Financing Activities | -201,745.34 |

| | |
|-------------------------------|---------------------|
| Net Change in Cash | 65,023.56 |
| Beginning Cash Balance | 1,056,299.84 |
| Ending Cash Balance | 1,121,323.40 |

Statement of Cash Flows

02 - Sewer Operations

Cash Flows From Operating Activities

| | |
|-------------------|------------------|
| Total Revenue | 326,879.75 |
| Total Expense | 304,195.03 |
| Net Income | 22,684.72 |

Adjustments to Net Income

| | |
|--|--------------------|
| CF - 1 - Operating Activities - Adjustment | -165,383.79 |
| Net Income After Adjustments | -142,699.07 |

Adjustments to reconcile Net Income to net cash provided by Operating Activities

| | |
|--|--------------------|
| CF - 1a - Nonoperating Rev and Exp | 32,153.92 |
| Net cash provided by Operating Activities | -110,545.15 |

Cash Flows From Investing Activities

| | |
|---|-----------------|
| CF - 2a - Noncapital Financing - Taxes & Special Assessments | -3,096.32 |
| CF - 2b - Noncapital Financing - Proceeds from capital grants | 9,000.00 |
| CF - 2c - Noncapital Financing - Other nonoperating revenue | 0.00 |
| Net cash provided by Investing Activities | 5,903.68 |

Cash Flows From Financing Activities

| | |
|--|-------------|
| CF - 3a - Capital & Related Financing - Acquisition & construction of ca | 0.00 |
| CF - 3b - Capital & Related Financing - Principal paid on capital debt | 0.00 |
| CF - 3c - Capital & Related Financing - Interest paid on capital debt | 0.00 |
| CF - 3d - Capital & Related Financing - Proceeds from sale of capital as | 0.00 |
| Net cash provided by Financing Activities | 0.00 |

| | |
|---------------------------|--------------------|
| Net Change in Cash | -104,641.47 |
|---------------------------|--------------------|

| | |
|-------------------------------|---------------------|
| Beginning Cash Balance | 3,964,243.45 |
|-------------------------------|---------------------|

| | |
|----------------------------|---------------------|
| Ending Cash Balance | 3,859,601.98 |
|----------------------------|---------------------|

Statement of Cash Flows

03 - Recycling Center

Cash Flows From Operating Activities

| | |
|--|------------------|
| Total Revenue | 77,766.16 |
| Total Expense | 47,956.57 |
| Net Income | 29,809.59 |
| Adjustments to Net Income | |
| CF - 1 - Operating Activities - Adjustment | 2,612.64 |
| Net Income After Adjustments | 32,422.23 |
| Net Change in Cash | 32,422.23 |
| Beginning Cash Balance | 0.00 |
| Ending Cash Balance | 32,422.23 |

Statement of Cash Flows

04 - Property Rental

Cash Flows From Operating Activities

| | |
|-------------------|-------------------|
| Total Revenue | 41,085.62 |
| Total Expense | 66,470.33 |
| Net Income | -25,384.71 |

Adjustments to Net Income

| | |
|--|----------------------|
| CF - 1 - Operating Activities - Adjustment | -1,123,851.13 |
| Net Income After Adjustments | -1,149,235.84 |

Adjustments to reconcile Net Income to net cash provided by Operating Activities

| | |
|--|----------------------|
| CF - 1a - Nonoperating Rev and Exp | 52,611.81 |
| Net cash provided by Operating Activities | -1,096,624.03 |

Cash Flows From Financing Activities

| | |
|--|---------------------|
| CF - 3a - Capital & Related Financing - Acquisition & construction of ca | 0.00 |
| CF - 3b - Capital & Related Financing - Principal paid on capital debt | 1,113,983.54 |
| CF - 3c - Capital & Related Financing - Interest paid on capital debt | -10,235.33 |
| CF - 3d - Capital & Related Financing - Proceeds from sale of capital as | 0.00 |
| Net cash provided by Financing Activities | 1,103,748.21 |

| | |
|-------------------------------|-----------------|
| Net Change in Cash | 7,124.18 |
| Beginning Cash Balance | 0.00 |
| Ending Cash Balance | 7,124.18 |

Statement of Cash Flows

05 - Parks & Recreation

Cash Flows From Operating Activities

| | |
|-------------------|------------------|
| Total Revenue | 64,037.99 |
| Total Expense | 68,340.76 |
| Net Income | -4,302.77 |

Adjustments to Net Income

| | |
|--|---------------------|
| CF - 1 - Operating Activities - Adjustment | 1,100,096.53 |
| Net Income After Adjustments | 1,095,793.76 |

Adjustments to reconcile Net Income to net cash provided by Operating Activities

| | |
|--|---------------------|
| CF - 1a - Nonoperating Rev and Exp | 6,622.61 |
| Net cash provided by Operating Activities | 1,102,416.37 |

Cash Flows From Investing Activities

| | |
|---|------------------|
| CF - 2a - Noncapital Financing - Taxes & Special Assessments | 0.00 |
| CF - 2b - Noncapital Financing - Proceeds from capital grants | 0.00 |
| CF - 2c - Noncapital Financing - Other nonoperating revenue | 10,500.00 |
| Net cash provided by Investing Activities | 10,500.00 |

Cash Flows From Financing Activities

| | |
|--|----------------------|
| CF - 3a - Capital & Related Financing - Acquisition & construction of ca | -17,403.50 |
| CF - 3b - Capital & Related Financing - Principal paid on capital debt | -1,124,087.89 |
| CF - 3c - Capital & Related Financing - Interest paid on capital debt | 0.00 |
| CF - 3d - Capital & Related Financing - Proceeds from sale of capital as | 0.00 |
| Net cash provided by Financing Activities | -1,141,491.39 |

| | |
|-------------------------------|-------------------|
| Net Change in Cash | -28,575.02 |
| Beginning Cash Balance | -25,713.41 |
| Ending Cash Balance | -54,288.43 |

Statement of Cash Flows

06 - Solid Waste Disposal

Cash Flows From Operating Activities

| | |
|-------------------|------------------|
| Total Revenue | 125,322.45 |
| Total Expense | 135,181.85 |
| Net Income | -9,859.40 |

Adjustments to Net Income

| | |
|--|-------------------|
| CF - 1 - Operating Activities - Adjustment | -52,065.27 |
| Net Income After Adjustments | -61,924.67 |

Adjustments to reconcile Net Income to net cash provided by Operating Activities

| | |
|--|-------------------|
| CF - 1a - Nonoperating Rev and Exp | 50.70 |
| Net cash provided by Operating Activities | -61,873.97 |

Cash Flows From Investing Activities

| | |
|--|-------------|
| CF - 2a - Noncapital Financing - Taxes & Special Assessments | 0.00 |
| Net cash provided by Investing Activities | 0.00 |

Cash Flows From Financing Activities

| | |
|--|-------------|
| CF - 3a - Capital & Related Financing - Acquisition & construction of ca | 0.00 |
| CF - 3d - Capital & Related Financing - Proceeds from sale of capital as | 0.00 |
| Net cash provided by Financing Activities | 0.00 |

| | |
|---------------------------|-------------------|
| Net Change in Cash | -61,873.97 |
|---------------------------|-------------------|

| | |
|-------------------------------|-------------------|
| Beginning Cash Balance | 379,789.28 |
|-------------------------------|-------------------|

| | |
|----------------------------|-------------------|
| Ending Cash Balance | 317,915.31 |
|----------------------------|-------------------|

Statement of Cash Flows

10 - Administration

Cash Flows From Operating Activities

| | |
|-------------------|-------------------|
| Total Revenue | 39,096.34 |
| Total Expense | 73,994.46 |
| Net Income | -34,898.12 |

Adjustments to Net Income

| | |
|--|------------------|
| CF - 1 - Operating Activities - Adjustment | 76,586.51 |
| Net Income After Adjustments | 41,688.39 |

Adjustments to reconcile Net Income to net cash provided by Operating Activities

| | |
|--|-----------------|
| CF - 1a - Nonoperating Rev and Exp | -35,454.96 |
| Net cash provided by Operating Activities | 6,233.43 |

Cash Flows From Investing Activities

| | |
|--|------------------|
| CF - 2a - Noncapital Financing - Taxes & Special Assessments | 8,249.69 |
| CF - 2c - Noncapital Financing - Other nonoperating revenue | 20,671.10 |
| CF - 4 - Investing Activities | 18,206.87 |
| Net cash provided by Investing Activities | 47,127.66 |

Cash Flows From Financing Activities

| | |
|--|-------------|
| CF - 3a - Capital & Related Financing - Acquisition & construction of ca | 0.00 |
| CF - 3c - Capital & Related Financing - Interest paid on capital debt | 0.00 |
| CF - 3d - Capital & Related Financing - Proceeds from sale of capital as | 0.00 |
| Net cash provided by Financing Activities | 0.00 |

| | |
|-------------------------------|------------------|
| Net Change in Cash | 53,361.09 |
| Beginning Cash Balance | 0.00 |
| Ending Cash Balance | 53,361.09 |



Helendale CSD

Budget vs Actual Report Account Summary

For Fiscal: FY 2018-2019 Period Ending: 09/30/2018

| | | Current Total Budget | Period Activity | YTD Activity | Percent Used |
|------------------------------------|---|-------------------------|--------------------|-------------------|-----------------|
| Fund: 01 - Water Operations | | | | | |
| Revenue | | | | | |
| 01-410011-00-0 | Water Sales - Single Family-Meter | 1,299,959.28 | 108,233.81 | 315,441.63 | 24.27 % |
| 01-410012-00-0 | Water Sales - Single Family-Consumpt... | 708,453.00 | 82,698.00 | 248,239.50 | 35.04 % |
| 01-410111-00-0 | Water Sales - Multi-Family-Meter | 9,317.16 | 696.69 | 2,071.97 | 22.24 % |
| 01-410112-00-0 | Water Sales - Multi-Family-Consumpt... | 3,657.00 | 495.00 | 1,579.50 | 43.19 % |
| 01-410311-00-0 | Water Sales - Water Only-Meter | 7,939.80 | 996.75 | 2,899.75 | 36.52 % |
| 01-410312-00-0 | Water Sales - Water Only-Consumpti... | 13,999.50 | 1,750.50 | 5,923.50 | 42.31 % |
| 01-411021-00-0 | Water Sales - Commercial-Meter | 21,897.96 | 2,541.69 | 7,484.53 | 34.18 % |
| 01-411022-00-0 | Water Sales - Commercial-Consumpti... | 15,291.00 | 2,331.00 | 7,035.00 | 46.01 % |
| 01-411421-00-0 | Water Sales - Park-Meter | 3,386.88 | 484.74 | 1,425.26 | 42.08 % |
| 01-411422-00-0 | Water Sales - Park-Consumption | 24,700.50 | 3,489.00 | 10,765.50 | 43.58 % |
| 01-411521-00-0 | Water Sales - School-Meter | 4,989.16 | 713.71 | 2,076.28 | 41.62 % |
| 01-411522-00-0 | Water Sales - School-Consumption | 29,157.00 | 3,898.50 | 12,270.00 | 42.08 % |
| 01-413041-00-0 | Water Sales - Irrigation-Meter | 12,855.24 | 1,230.75 | 3,663.29 | 28.50 % |
| 01-413042-00-0 | Water Sales - Irrigation-Consumption | 51,822.00 | 7,180.50 | 22,753.50 | 43.91 % |
| 01-415000-00-0 | Permits & Inspections | 500.00 | 0.00 | 60.00 | 12.00 % |
| 01-416000-00-0 | Connection Fees | 0.00 | 0.00 | 7,251.65 | 0.00 % |
| 01-417000-00-0 | Meter Installation | 0.00 | 0.00 | 600.00 | 0.00 % |
| 01-419000-00-0 | Fees & Charges | 27,000.00 | 2,374.88 | 6,317.25 | 23.40 % |
| 01-419500-00-0 | Delinquent Fees & Penalties | 42,000.00 | 4,434.56 | 12,512.05 | 29.79 % |
| 01-419700-00-0 | Mechanic Service Reimbursement | 15,075.00 | 1,255.74 | 3,767.22 | 24.99 % |
| 01-705000-00-0 | Special Assmts - Water Standby | 18,000.00 | 0.00 | 0.00 | 0.00 % |
| 01-705500-00-0 | Special Assmts - PY Water Standby | 4,800.00 | 0.00 | 0.00 | 0.00 % |
| 01-706000-00-0 | Penalties On Delinquent Taxes | 1,610.00 | 0.00 | 0.00 | 0.00 % |
| 01-712200-00-0 | Enernoc Capacity Revenue | 6,000.00 | 0.00 | 0.00 | 0.00 % |
| | Revenue Total: | 2,322,410.48 | 224,805.82 | 674,137.38 | 29.03 % |
| Expense | | | | | |
| 01-500001-00-0 | Salaries - Full Time | 252,324.80 | 29,367.33 | 63,855.94 | 25.31 % |
| 01-500002-00-0 | Salaries - Overtime | 14,000.00 | 1,841.11 | 3,595.35 | 25.68 % |
| 01-500003-00-0 | On-Call Pay | 14,310.00 | 1,670.00 | 3,750.00 | 26.21 % |
| 01-500004-00-0 | Salaries - Part-Time Mechanic | 42,050.00 | 4,750.65 | 10,619.10 | 25.25 % |
| 01-510000-00-0 | PERS Retirement | 36,704.66 | 3,605.19 | 12,204.23 | 33.25 % |
| 01-510001-00-0 | Employee Group Insurance | 41,849.16 | 3,027.46 | 11,047.61 | 26.40 % |
| 01-510002-00-0 | Workers Compensation | 28,075.70 | 0.00 | 24,256.08 | 86.40 % |
| 01-510003-00-0 | Payroll Taxes - FICA/Medicare | 7,083.03 | 811.19 | 1,788.51 | 25.25 % |
| 01-521000-00-0 | Laboratory Analysis | 10,815.00 | 0.00 | 384.00 | 3.55 % |
| 01-521500-00-0 | Contractual Services | 12,330.00 | 120.90 | 630.90 | 5.12 % |
| 01-521501-00-0 | Engineering Services | 4,000.00 | 0.00 | 0.00 | 0.00 % |
| 01-521600-00-0 | GIS Support | 4,800.00 | 0.00 | 4,800.00 | 100.00 % |
| 01-523000-00-0 | Permits and Fees | 14,500.00 | 1,260.00 | 1,680.00 | 11.59 % |
| 01-524000-00-0 | Equipment Rental | 2,000.00 | 0.00 | 0.00 | 0.00 % |
| 01-524500-00-0 | Education and Training | 9,290.00 | 27.75 | 1,658.37 | 17.85 % |
| 01-527500-00-0 | Rents and Leases - Water Shop | 9,600.00 | 800.00 | 2,400.00 | 25.00 % |
| 01-527501-00-0 | Rent - BLM Tank Sites | 1,260.00 | 0.00 | 0.00 | 0.00 % |
| 01-531000-00-0 | Utilities - Electric | 114,576.00 | 744.75 | 28,034.44 | 24.47 % |
| 01-531001-00-0 | Utilities - Gas | 540.00 | 22.00 | 33.00 | 6.11 % |
| 01-532500-00-0 | Telephone | 4,584.00 | 359.02 | 1,086.05 | 23.69 % |
| 01-541000-00-0 | Operations and Maintenance | 90,000.00 | 17,665.27 | 21,701.55 | 24.11 % |
| 01-545000-00-0 | Vehicle Maintenance | 10,000.00 | 1,098.81 | 2,107.97 | 21.08 % |
| 01-545001-00-0 | Vehicle Fuel | 14,000.00 | 3,086.19 | 4,416.48 | 31.55 % |
| 01-552700-00-0 | Mileage and Travel Reimbursement | 400.00 | 0.00 | 0.00 | 0.00 % |

Budget vs Actual Report

For Fiscal: FY 2018-2019 Period Ending: 09/30/2018

| | | Current Total Budget | Period Activity | YTD Activity | Percent Used |
|--------------------------------|---|-------------------------|--------------------|-------------------|-----------------|
| 01-553000-00-0 | Operating Supplies | 24,000.00 | 73.80 | 2,597.33 | 10.82 % |
| 01-553500-00-0 | Office Supplies | 0.00 | 0.00 | 22.47 | 0.00 % |
| 01-553555-00-0 | Water Conservation Program | 1,000.00 | 0.00 | 2,870.47 | 287.05 % |
| 01-553600-00-0 | Uniforms | 3,022.00 | 375.77 | 510.45 | 16.89 % |
| 01-554600-00-0 | Small Tools | 3,000.00 | 0.00 | 255.75 | 8.53 % |
| 01-556500-00-0 | Dues & Subscriptions | 410.00 | 0.00 | 0.00 | 0.00 % |
| 01-561000-00-0 | Watermaster Fees | 7,000.00 | 2,384.77 | 2,384.77 | 34.07 % |
| 01-800000-00-0 | Debt Service | 388,733.68 | 20,339.69 | 169,787.14 | 43.68 % |
| 01-800500-00-0 | Capital Expenditure | 0.00 | 0.00 | 31,958.20 | 0.00 % |
| 01-999100-00-0 | Admin Allocation | 457,766.57 | 38,131.95 | 114,395.85 | 24.99 % |
| | Expense Total: | 1,624,024.60 | 131,563.60 | 524,832.01 | 32.32 % |
| | Fund: 01 - Water Operations Surplus (Deficit): | 698,385.88 | 93,242.22 | 149,305.37 | 21.38 % |

| | | | |
|-------|--|-------------------------|--------------|
| 1 - 0 | | | |
| 1 - 1 | | Surplus in this report | 149,305.37 + |
| 1 - 2 | | AR & AP balance changes | 84,281.81 - |
| 1 - 3 | | Net change in cash | 65,023.56 + |

Budget vs Actual Report

For Fiscal: FY 2018-2019 Period Ending: 09/30/2018

| | | Current Total Budget | Period Activity | YTD Activity | Percent Used |
|------------------------------------|---|-------------------------|--------------------|-------------------|-----------------|
| Fund: 02 - Sewer Operations | | | | | |
| Revenue | | | | | |
| 02-410010-00-0 | Sewer Charges - Single Family | 1,189,334.40 | 98,942.56 | 297,333.02 | 25.00 % |
| 02-410110-00-0 | Sewer Charges - Multi-Family | 22,423.68 | 1,722.08 | 5,166.24 | 23.04 % |
| 02-411020-00-0 | Sewer Charges - Commercial | 47,045.76 | 3,920.48 | 11,761.44 | 25.00 % |
| 02-411420-00-0 | Sewer Charges - Park | 2,198.40 | 183.20 | 549.60 | 25.00 % |
| 02-411520-00-0 | Sewer Charges - School | 16,268.16 | 1,355.68 | 4,067.04 | 25.00 % |
| 02-413040-00-0 | Sewer Charges - Irrigation | 1,758.72 | 146.56 | 439.68 | 25.00 % |
| 02-415000-00-0 | Permits & Inspection | 0.00 | 0.00 | 219.00 | 0.00 % |
| 02-416000-00-0 | Connection Fees | 0.00 | 0.00 | 3,410.95 | 0.00 % |
| 02-419500-00-0 | Delinquent Fees & Penalties | 18,000.00 | 1,207.81 | 3,932.78 | 21.85 % |
| 02-705000-00-0 | Special Assmts - Sewer Standby | 15,000.00 | 0.00 | 0.00 | 0.00 % |
| 02-705500-00-0 | Special Assmts - PY Sewer Standby | 4,800.00 | 0.00 | 0.00 | 0.00 % |
| 02-706000-00-0 | Penalties on Delinquent Taxes | 1,550.00 | 0.00 | 0.00 | 0.00 % |
| | Revenue Total: | 1,318,379.12 | 107,478.37 | 326,879.75 | 24.79 % |
| Expense | | | | | |
| 02-500001-00-0 | Salaries - Full Time | 234,530.40 | 24,453.60 | 53,568.94 | 22.84 % |
| 02-500002-00-0 | Salaries - Overtime | 5,500.00 | 239.16 | 1,438.20 | 26.15 % |
| 02-500003-00-0 | On-Call Pay | 14,310.00 | 1,640.00 | 3,260.00 | 22.78 % |
| 02-510000-00-0 | PERS Retirement | 36,281.07 | 2,995.86 | 10,719.08 | 29.54 % |
| 02-510001-00-0 | Employee Group Insurance | 34,844.04 | 3,306.88 | 10,290.88 | 29.53 % |
| 02-510002-00-0 | Workers Compensation | 27,809.48 | 0.00 | 24,205.32 | 87.04 % |
| 02-510003-00-0 | Payroll Taxes - FICA/Medicare | 3,608.19 | 372.85 | 825.66 | 22.88 % |
| 02-521000-00-0 | Laboratory Analysis | 19,000.00 | 1,158.00 | 2,370.00 | 12.47 % |
| 02-521500-00-0 | Contractual Services | 46,702.00 | 2,275.00 | 20,827.50 | 44.60 % |
| 02-521501-00-0 | Engineering Services | 10,000.00 | 0.00 | 0.00 | 0.00 % |
| 02-521600-00-0 | GIS Support | 2,400.00 | 0.00 | 2,400.00 | 100.00 % |
| 02-523000-00-0 | Permits and Fees | 22,417.00 | 612.26 | 4,005.07 | 17.87 % |
| 02-524500-00-0 | Education and Training | 3,801.00 | 645.92 | 645.92 | 16.99 % |
| 02-531000-00-0 | Utilities - Electric | 68,000.00 | 6,967.40 | 20,915.16 | 30.76 % |
| 02-531001-00-0 | Utilities - Gas | 720.00 | 61.79 | 86.79 | 12.05 % |
| 02-531006-00-0 | Sludge/Compost Disposal | 7,800.00 | 1,642.25 | 1,642.25 | 21.05 % |
| 02-532500-00-0 | Telephone | 4,896.00 | 298.84 | 924.33 | 18.88 % |
| 02-541000-00-0 | Operations and Maintenance | 40,000.00 | -5,341.91 | -4,836.98 | -12.09 % |
| 02-545000-00-0 | Vehicle Maintenance | 14,000.00 | 1,095.00 | 3,104.18 | 22.17 % |
| 02-545001-00-0 | Vehicle Fuel | 5,600.00 | 1,443.17 | 1,936.67 | 34.58 % |
| 02-552700-00-0 | Mileage and Travel Reimbursement | 200.00 | 0.00 | 0.00 | 0.00 % |
| 02-553000-00-0 | Operating Supplies | 10,000.00 | 383.83 | 754.70 | 7.55 % |
| 02-553555-00-0 | Public Outreach | 547.50 | 0.00 | 0.00 | 0.00 % |
| 02-553600-00-0 | Uniforms | 3,255.00 | 0.00 | 33.24 | 1.02 % |
| 02-554600-00-0 | Small Tools | 4,000.00 | 816.27 | 816.27 | 20.41 % |
| 02-556500-00-0 | Dues & Subscriptions | 850.00 | 0.00 | 0.00 | 0.00 % |
| 02-800000-00-0 | Debt Service | 75,041.63 | 0.00 | 0.00 | 0.00 % |
| 02-999100-00-0 | Admin Allocation | 448,611.23 | 37,369.31 | 112,107.93 | 24.99 % |
| | Expense Total: | 1,144,724.54 | 82,435.48 | 272,041.11 | 23.76 % |
| | Fund: 02 - Sewer Operations Surplus (Deficit): | 173,654.58 | 25,042.89 | 54,838.64 | 31.58 % |

| | | |
|-------|-------------------------|---------------|
| I - 0 | | |
| I - 1 | Sewer Operation Surplus | 54,838.64 + |
| I - 2 | AR & AP Balance change | 159,480.11 - |
| I - T | Net change in cash | -104,641.87 - |

Budget vs Actual Report

For Fiscal: FY 2018-2019 Period Ending: 09/30/2018

| | Current Total Budget | Period Activity | YTD Activity | Percent Used | |
|------------------------------------|---|--------------------|------------------|------------------|----------------|
| Fund: 03 - Recycling Center | | | | | |
| Revenue | | | | | |
| 03-480000-00-0 | Retail Sales - Recycling Center | 276,000.00 | 26,868.43 | 77,766.16 | 28.18 % |
| 03-999700-00-0 | Board Discretionary Revenue | -83,170.25 | 0.00 | 0.00 | 0.00 % |
| | Revenue Total: | 192,829.75 | 26,868.43 | 77,766.16 | 40.33 % |
| Expense | | | | | |
| 03-500004-00-0 | Wages - Part-Time | 137,320.60 | 15,315.14 | 32,424.29 | 23.61 % |
| 03-510002-00-0 | Workers Compensation | 4,260.12 | 0.00 | 5,726.93 | 134.43 % |
| 03-510003-00-0 | Payroll Taxes - FICA/Medicare | 10,505.03 | 1,171.61 | 2,480.47 | 23.61 % |
| 03-521500-00-0 | Contractual Services | 5,300.00 | 0.00 | 0.00 | 0.00 % |
| 03-524500-00-0 | Education and Training | 500.00 | 0.00 | 55.56 | 11.11 % |
| 03-526601-00-0 | Advertising | 2,000.00 | 0.00 | 150.00 | 7.50 % |
| 03-529900-00-0 | Bank Charges | 0.00 | 448.12 | 448.12 | 0.00 % |
| 03-531000-00-0 | Utilities - Electric | 12,000.00 | 1,371.24 | 2,834.57 | 23.62 % |
| 03-532500-00-0 | Telephone | 1,044.00 | 86.36 | 258.98 | 24.81 % |
| 03-541000-00-0 | Operation and Maintenance | 4,000.00 | 0.00 | 84.11 | 2.10 % |
| 03-553000-00-0 | Operating Supplies | 12,000.00 | 890.69 | 2,388.54 | 19.90 % |
| 03-556800-00-0 | EE Incentive Program | 3,900.00 | 895.00 | 1,105.00 | 28.33 % |
| | Expense Total: | 192,829.75 | 20,178.16 | 47,956.57 | 24.87 % |
| | Fund: 03 - Recycling Center Surplus (Deficit): | 0.00 | 6,690.27 | 29,809.59 | 0.00 % |

| | | |
|-------|--|--|
| 1 - 0 | | |
| 1 - 1 | | Recycling Center Surplus 29,809.59 + |
| 1 - 2 | | AR & AP balance changes 2,612.64 + |
| 1 - 7 | | Net change in cash 32,422.23 * |

Budget vs Actual Report

For Fiscal: FY 2018-2019 Period Ending: 09/30/2018

| | | Current Total Budget | Period Activity | YTD Activity | Percent Used |
|-----------------------------------|--|-------------------------|--------------------|------------------|-----------------|
| Fund: 04 - Property Rental | | | | | |
| Revenue | | | | | |
| 04-460000-00-0 | Internal Lease Income | 15,600.00 | 1,300.00 | 3,900.00 | 25.00 % |
| 04-461000-C0-3 | Community Center #C - Church | 6,000.00 | 500.00 | 1,500.00 | 25.00 % |
| 04-461000-D0-3 | Community Center Rental #D - Gym | 12,000.00 | 1,000.00 | 3,000.00 | 25.00 % |
| 04-461000-R0-3 | Community Center - #C Room Rental | 2,000.00 | 0.00 | 0.00 | 0.00 % |
| 04-462000-00-4 | 15302 Smithson Rental | 102,480.00 | 8,542.50 | 25,627.50 | 25.01 % |
| 04-463000-00-5 | 15425 Wild Road Rental | 29,880.00 | 2,494.00 | 7,058.12 | 23.62 % |
| 04-999700-00-0 | Board Discretionary Revenue | -1,738.72 | 0.00 | 0.00 | 0.00 % |
| | Revenue Total: | 166,221.28 | 13,836.50 | 41,085.62 | 24.72 % |
| Expense | | | | | |
| 04-521500-00-0 | Contractual Services | 0.00 | 0.00 | 228.40 | 0.00 % |
| 04-531000-00-0 | Utilities - Electric - Unit D | 0.00 | 0.00 | -212.22 | 0.00 % |
| 04-531000-00-3 | Utilities - Electric - Community Ctr | 8,040.00 | 2,129.16 | 8,605.74 | 107.04 % |
| 04-531000-00-4 | Utilities - Electric - Smithson | 500.00 | 0.00 | 0.00 | 0.00 % |
| 04-531000-00-5 | Utilities - Electric - Wild Rd | 3,120.00 | 365.28 | 768.82 | 24.64 % |
| 04-531001-00-3 | Utilities - Gas - Community Center | 6,000.00 | 0.00 | 0.00 | 0.00 % |
| 04-531001-00-4 | Utilities - Gas - Smithson | 200.00 | 0.00 | 0.00 | 0.00 % |
| 04-531001-00-5 | Utilities - Gas - Wild Rd | 1,800.00 | 54.47 | 103.60 | 5.76 % |
| 04-541000-00-3 | Operation & Maintenance - Comm Ctr | 12,000.00 | 303.38 | 1,748.99 | 14.57 % |
| 04-541000-00-4 | Operation & Maintenance - Smithson | 5,000.00 | 187.68 | 779.94 | 15.60 % |
| 04-541000-00-5 | Operation & Maintenance - Wild Rd | 3,000.00 | 1,192.94 | 1,835.25 | 61.18 % |
| 04-800000-00-3 | Debt Service - Community Ctr | 40,679.37 | 20,339.68 | 20,339.68 | 50.00 % |
| 04-800000-00-4 | Debt Service - Rental Property | 85,881.91 | 0.00 | 0.00 | 0.00 % |
| | Expense Total: | 166,221.28 | 24,572.59 | 34,198.20 | 20.57 % |
| | Fund: 04 - Property Rental Surplus (Deficit): | 0.00 | -10,736.09 | 6,887.42 | 0.00 % |

| | | |
|-------|-------------------------|------------|
| 1 - 0 | | |
| 1 - 1 | Property Rental Surplus | 6,887.42 * |
| 1 - 2 | AM & AP balance changes | 236.76 * |
| 1 - 3 | Net change in cash | 7,124.18 * |

Budget vs Actual Report

For Fiscal: FY 2018-2019 Period Ending: 09/30/2018

| | | Current Total Budget | Period Activity | YTD Activity | Percent Used |
|--|---|-------------------------|--------------------|------------------|-----------------|
| Fund: 05 - Parks & Recreation | | | | | |
| Revenue | | | | | |
| 05-430000-00-0 | Recreation Program Fees | 0.00 | 325.00 | 351.00 | 0.00 % |
| 05-430002-00-0 | Basketball League Program Fee | 6,000.00 | 0.00 | 0.00 | 0.00 % |
| 05-430003-00-0 | Youth Soccer League Fee | 15,000.00 | 477.00 | 8,755.00 | 58.37 % |
| 05-430004-00-0 | Farmers Market Revenue | 0.00 | 230.00 | 305.00 | 0.00 % |
| 05-461000-R0-2 | Room Rental - Unit #C | 0.00 | 293.00 | 298.50 | 0.00 % |
| 05-700000-00-0 | Property Taxes - Current | 17,292.00 | 0.00 | 0.00 | 0.00 % |
| 05-712000-00-0 | Event Sponsorship | 2,500.00 | 0.00 | 0.00 | 0.00 % |
| 05-713200-00-0 | Park Development Impact Fees | 0.00 | 0.00 | 1,720.00 | 0.00 % |
| 05-730002-00-0 | Donations & Sponsorship | 14,290.00 | 0.00 | 10,500.00 | 73.48 % |
| 05-740000-00-0 | Grant Revenue | 132,600.00 | 0.00 | 0.00 | 0.00 % |
| 05-999700-00-0 | Board Discretionary Revenue | 355,043.16 | 14,190.09 | 42,108.49 | 11.86 % |
| | Revenue Total: | 542,725.16 | 15,515.09 | 64,037.99 | 11.80 % |
| Expense | | | | | |
| 05-500001-00-0 | Salaries - Full Time | 49,254.40 | 3,683.25 | 7,522.02 | 15.27 % |
| 05-500002-00-0 | Salaries - Overtime | 4,000.00 | 0.00 | 0.00 | 0.00 % |
| 05-500004-00-0 | Salaries - PT Rec Lead, Aid & MW | 16,763.05 | 46.35 | 193.13 | 1.15 % |
| 05-510000-00-0 | PERS Retirement | 7,904.40 | 313.20 | 1,554.81 | 19.67 % |
| 05-510001-00-0 | Employee Group Insurance | 8,221.20 | 217.37 | 1,233.22 | 15.00 % |
| 05-510002-00-0 | Workers Compensation | 8,941.17 | 0.00 | 0.00 | 0.00 % |
| 05-510003-00-0 | Payroll Taxes - FICA/Medicare | 1,996.56 | 56.96 | 123.85 | 6.20 % |
| 05-521500-00-0 | Contractual Services | 18,920.00 | 340.20 | 2,249.00 | 11.89 % |
| 05-523000-00-0 | Permits and Inspection Fees | 1,700.00 | 0.00 | 437.00 | 25.71 % |
| 05-523500-00-0 | San Bernardino County Fees | 0.00 | 0.00 | 563.00 | 0.00 % |
| 05-524500-00-0 | Education and Training | 3,400.00 | 0.00 | 0.00 | 0.00 % |
| 05-526600-00-0 | Public Relations | 200.00 | 0.00 | 0.00 | 0.00 % |
| 05-529900-00-0 | Bank Charges | 0.00 | 105.79 | 105.79 | 0.00 % |
| 05-531000-00-0 | Utilities - Electric | 4,620.00 | 372.54 | 810.79 | 17.55 % |
| 05-531003-00-0 | Utilities - Street Lighting Electric | 17,292.00 | 1,383.15 | 2,775.06 | 16.05 % |
| 05-532500-00-0 | Telephone | 648.00 | 107.18 | 335.24 | 51.73 % |
| 05-541000-00-0 | Operation and Maintenance - Park | 2,000.00 | 9,191.37 | 10,075.46 | 503.77 % |
| 05-545000-00-0 | Vehicle Maintenance | 7,412.00 | 1,154.34 | 3,186.80 | 43.00 % |
| 05-545001-00-0 | Vehicle Fuel | 3,640.00 | 1,005.38 | 1,155.57 | 31.75 % |
| 05-550002-00-0 | Supplies - Basketball | 4,300.00 | 0.00 | 0.00 | 0.00 % |
| 05-550003-00-0 | Supplies - Youth Soccer League | 10,899.75 | 7,963.20 | 7,963.20 | 73.06 % |
| 05-553000-00-0 | Operating Supplies | 15,000.00 | 3,971.27 | 4,418.33 | 29.46 % |
| 05-553000-10-1 | Operating Supplies - Recycling Center | 0.00 | 0.00 | -153.66 | 0.00 % |
| 05-553300-00-0 | Event Expense | 6,000.00 | 4.99 | 5,418.59 | 90.31 % |
| 05-553400-00-0 | Program Expenses | 5,000.00 | 393.60 | 1,250.95 | 25.02 % |
| 05-553600-00-0 | Uniforms | 780.00 | 0.00 | 0.00 | 0.00 % |
| 05-553700-00-0 | Printing Costs | 200.00 | 0.00 | 0.00 | 0.00 % |
| 05-554600-00-0 | Small Tools | 800.00 | 0.00 | 0.00 | 0.00 % |
| 05-556500-00-0 | Dues & Subscriptions | 475.00 | 0.00 | 0.00 | 0.00 % |
| 05-800500-00-0 | Capital Expenditure | 0.00 | 17,403.50 | 17,403.50 | 0.00 % |
| | Expense Total: | 200,367.53 | 47,713.64 | 68,621.65 | 34.25 % |
| | Fund: 05 - Parks & Recreation Surplus (Deficit): | 342,357.63 | -32,198.55 | -4,583.66 | -1.34 % |

| | | | |
|-------|--|-------------------------|--------------|
| 1 - 0 | | | |
| 1 - 1 | | Park & Rec Deficit | 4,583.66 - |
| 1 - 2 | | AR & AP Balance changes | 23,991.36 - |
| 1 - T | | Net change in cash | ~26,575.02 * |

Budget vs Actual Report

For Fiscal: FY 2018-2019 Period Ending: 09/30/2018

| | | Current Total Budget | Period Activity | YTD Activity | Percent Used |
|---|--|-------------------------|--------------------|-------------------|-----------------|
| Fund: 06 - Solid Waste Disposal | | | | | |
| Revenue | | | | | |
| 06-410000-00-0 | Charges for Services - Solid Waste | 473,502.12 | 39,718.52 | 118,740.16 | 25.08 % |
| 06-419500-00-0 | Delinquent Fees & Penalties | 7,300.00 | 495.73 | 1,514.99 | 20.75 % |
| 06-705000-00-0 | Special Assmts - Refuse Land Use Fee | 235,278.00 | 0.00 | 0.00 | 0.00 % |
| 06-705500-00-0 | Special Assmts - Pr Yr Refuse Land Use.. | 6,500.00 | 0.00 | 0.00 | 0.00 % |
| 06-706000-00-0 | Penalties on Delinquent Taxes | 2,500.00 | 0.00 | 0.00 | 0.00 % |
| 06-999700-00-0 | Board Discretionary Revenue | 20,277.33 | 1,689.10 | 5,067.30 | 24.99 % |
| | Revenue Total: | 745,357.45 | 41,903.35 | 125,322.45 | 16.81 % |
| Expense | | | | | |
| 06-500001-00-0 | Salaries - Full Time (2.25 FTE) | 86,559.20 | 7,589.55 | 15,443.74 | 17.84 % |
| 06-500002-00-0 | Salaries - Overtime | 0.00 | 0.00 | 36.83 | 0.00 % |
| 06-510000-00-0 | PERS Retirement | 7,521.38 | 523.95 | 2,730.08 | 36.30 % |
| 06-510001-00-0 | Employee Group Insurance | 23,833.08 | 1,641.06 | 5,810.94 | 24.38 % |
| 06-510002-00-0 | Workers Compensation | 8,415.99 | 0.00 | 11,062.79 | 131.45 % |
| 06-510003-00-0 | Payroll Taxes - FICA/Medicare | 2,320.96 | 99.48 | 203.34 | 8.76 % |
| 06-521500-00-0 | Contractual Services | 3,200.00 | 0.00 | 0.00 | 0.00 % |
| 06-521510-00-0 | Contract Service - Burrtec Fees | 469,083.24 | 39,623.12 | 79,262.54 | 16.90 % |
| 06-523500-00-0 | SB County Disposal Fees | 126,072.00 | 6,509.14 | 14,911.94 | 11.83 % |
| 06-523550-00-0 | Green Waste Disposal | 12,000.00 | 710.82 | 1,420.21 | 11.84 % |
| 06-524500-00-0 | Education and Training | 500.00 | 0.00 | 0.00 | 0.00 % |
| 06-527500-00-0 | Rents - Storage at Park | 6,000.00 | 500.00 | 1,500.00 | 25.00 % |
| 06-532500-00-0 | Telephone | 312.00 | 25.62 | 90.27 | 28.93 % |
| 06-545000-00-0 | Vehicle Maintenance | 2,046.60 | 50.23 | 150.69 | 7.36 % |
| 06-545001-00-0 | Vehicle Fuel | 3,360.00 | 0.00 | 171.65 | 5.11 % |
| 06-553000-00-0 | Operating Supplies | 300.00 | 0.00 | 0.00 | 0.00 % |
| 06-553200-00-0 | Postage & Delivery | 650.00 | 0.00 | 0.00 | 0.00 % |
| 06-553300-00-0 | Event Expense | 250.00 | 0.00 | 0.00 | 0.00 % |
| 06-553555-00-0 | Public Outreach | 2,455.00 | 0.00 | 0.00 | 0.00 % |
| 06-553600-00-0 | Uniforms | 400.00 | 0.00 | 0.00 | 0.00 % |
| 06-553700-00-0 | Printing Costs | 1,100.00 | 0.00 | 0.00 | 0.00 % |
| 06-554600-00-0 | Small Tools | 100.00 | 0.00 | 0.00 | 0.00 % |
| 06-590100-00-0 | Bad Debt Expense | 0.00 | 48.21 | 48.21 | 0.00 % |
| 06-999100-00-0 | Admin Allocation | 9,155.33 | 762.64 | 2,287.92 | 24.99 % |
| | Expense Total: | 765,634.78 | 58,083.82 | 135,131.15 | 17.65 % |
| Fund: 06 - Solid Waste Disposal Surplus (Deficit): | | -20,277.33 | -16,180.47 | -9,808.70 | 48.37 % |

| | |
|---------------------------------|--------------|
| I - 0 | |
| I - 1 Solid Waste Deficit | 9,808.70 - |
| I - 2 AR & AP Balance changes | 52,065.27 - |
| I - T Net change in cash | -61,873.97 * |

Budget vs Actual Report

For Fiscal: FY 2018-2019 Period Ending: 09/30/2018

| | Current Total Budget | Period Activity | YTD Activity | Percent Used | |
|----------------------------------|---|--------------------|------------------|-------------------|-----------------|
| Fund: 10 - Administration | | | | | |
| Revenue | | | | | |
| 10-419000-00-0 | Fees & Charges | 0.00 | 88.00 | 476.65 | 0.00 % |
| 10-419100-00-0 | Credit Card Processing Fees | 7,000.00 | 1,200.00 | 3,570.00 | 51.00 % |
| 10-464000-00-0 | Site Rent - Radio Tower | 133,234.00 | 9,496.30 | 27,946.70 | 20.98 % |
| 10-700000-00-0 | Property Taxes - Current | 83,708.00 | 0.00 | 0.00 | 0.00 % |
| 10-704000-00-0 | Property Taxes - Prior | 2,500.00 | 0.00 | 0.00 | 0.00 % |
| 10-706000-00-0 | Penalties on Delinquent Taxes | 500.00 | 0.00 | 0.00 | 0.00 % |
| 10-707000-00-0 | Property Taxes - Homeowner Exempt... | 1,200.00 | 0.00 | 0.00 | 0.00 % |
| 10-710000-00-0 | Investment Income | 16,500.00 | -1,285.29 | 18,175.18 | 110.15 % |
| 10-712000-00-0 | Other Income | 200.00 | 0.00 | 0.00 | 0.00 % |
| 10-712100-00-0 | Recycling Revenue - EE Morale | 6,600.00 | 211.20 | 1,442.01 | 21.85 % |
| 10-713100-00-0 | Franchise Fees - Solid Waste | 73,469.52 | 6,382.89 | 19,229.09 | 26.17 % |
| 10-713500-00-0 | Solid Waste Billing Fees | 62,083.32 | 5,183.85 | 15,432.50 | 24.86 % |
| 10-999700-00-0 | Board Discretionary Revenue | -375,320.45 | -15,879.19 | -47,175.79 | 12.57 % |
| | Revenue Total: | 11,674.39 | 5,397.76 | 39,096.34 | 334.89 % |
| Expense | | | | | |
| 10-500001-00-0 | Salaries - Full Time | 397,696.00 | 45,338.58 | 97,629.97 | 24.55 % |
| 10-500002-00-0 | Salaries - Overtime | 1,600.00 | 0.00 | 0.00 | 0.00 % |
| 10-500004-00-0 | Salaries - Part-Time | 13,396.00 | 1,400.33 | 3,285.61 | 24.53 % |
| 10-510000-00-0 | PERS Retirement | 63,687.65 | 7,133.85 | 22,383.97 | 35.15 % |
| 10-510001-00-0 | Employee Group Insurance | 39,204.60 | 2,891.55 | 10,103.48 | 25.77 % |
| 10-510002-00-0 | Workers Compensation | 3,663.96 | 0.00 | 3,446.10 | 94.05 % |
| 10-510003-00-0 | Payroll Taxes - FICA/Medicare | 6,791.39 | 734.32 | 1,607.24 | 23.67 % |
| 10-521500-00-0 | Contractual Services | 49,970.00 | 3,789.66 | 7,098.26 | 14.21 % |
| 10-521600-00-0 | Software Support | 40,800.00 | 1,015.92 | 30,610.38 | 75.03 % |
| 10-522000-00-0 | Legal Services | 60,000.00 | 0.00 | 10,722.50 | 17.87 % |
| 10-522001-00-0 | Auditing & Accounting Services | 91,950.00 | -2,340.00 | 12,442.50 | 13.53 % |
| 10-522500-00-0 | Directors' Fees | 45,000.00 | 4,500.00 | 10,500.00 | 23.33 % |
| 10-522505-00-0 | Directors' Training/Seminars/Mileage | 5,000.00 | 2,370.94 | 3,121.90 | 62.44 % |
| 10-522510-00-0 | Board Meeting Supplies | 1,500.00 | 20.66 | 132.24 | 8.82 % |
| 10-523000-00-0 | Permits and Fees | 3,400.85 | 0.00 | 5,000.00 | 147.02 % |
| 10-523500-00-0 | San Bernardino County Fees | 4,500.00 | 16.00 | 32.00 | 0.71 % |
| 10-523900-00-0 | Election Expense | 20,000.00 | 0.00 | 0.00 | 0.00 % |
| 10-524300-00-0 | Employment Expense | 2,500.00 | 436.00 | 496.57 | 19.86 % |
| 10-524500-00-0 | Education and Training | 2,500.00 | 828.26 | 1,569.70 | 62.79 % |
| 10-525000-00-0 | Insurance | 56,000.00 | 0.00 | 45,366.00 | 81.01 % |
| 10-525001-00-0 | Insurance - Vehicle | 18,000.00 | 0.00 | 15,204.57 | 84.47 % |
| 10-526601-00-0 | Public Notices | 5,000.00 | 0.00 | 1,860.60 | 37.21 % |
| 10-526650-00-0 | Community Promotion | 6,000.00 | 0.00 | 100.00 | 1.67 % |
| 10-529900-00-0 | Bank Charges | 26,900.00 | 2,187.76 | 7,308.61 | 27.17 % |
| 10-532500-00-0 | Telephone | 13,200.00 | 195.64 | 2,757.37 | 20.89 % |
| 10-541500-00-0 | Operation and Maintenance - Admin | 0.00 | 0.00 | 275.00 | 0.00 % |
| 10-545000-00-0 | Vehicle Maintenance | 2,000.00 | 6.99 | 6.99 | 0.35 % |
| 10-545001-00-0 | Vehicle Fuel | 1,400.00 | 194.91 | 194.91 | 13.92 % |
| 10-552700-00-0 | Mileage and Travel Reimbursement | 1,000.00 | 0.00 | 0.00 | 0.00 % |
| 10-553000-00-0 | Operating Supplies - Office | 10,000.00 | 679.52 | 1,414.02 | 14.14 % |
| 10-553200-00-0 | Postage & Delivery | 1,200.00 | 246.00 | 507.30 | 42.28 % |
| 10-553600-00-0 | Uniforms | 300.00 | 0.00 | 0.00 | 0.00 % |
| 10-553700-00-0 | Printing Costs | 500.00 | 0.00 | 0.00 | 0.00 % |
| 10-554500-00-0 | Equipment Maintenance & Supplies | 2,100.00 | 175.00 | 645.00 | 30.71 % |
| 10-556500-00-0 | Dues & Subscriptions | 10,356.00 | 194.99 | 3,232.99 | 31.22 % |
| 10-556800-00-0 | Employee Benefit & Morale | 5,000.00 | 301.08 | 339.06 | 6.78 % |
| 10-999100-00-0 | Admin Allocation | -915,533.13 | -76,263.90 | -228,791.70 | 24.99 % |
| | Expense Total: | 96,583.32 | -3,945.94 | 70,603.14 | 73.10 % |
| | Fund: 10 - Administration Surplus (Deficit): | -84,908.93 | 9,343.70 | -31,506.80 | 37.11 % |

| | | |
|-----|--|-------------------------|
| - 0 | | |
| - 1 | | Admin Deficit |
| - 2 | | AR & AP balance changes |
| - T | | Net change in cash |

Budget vs Actual Report

For Fiscal: FY 2018-2019 Period Ending: 09/30/2018

| | Current Total Budget | Period Activity | YTD Activity | Percent Used |
|---|-------------------------|--------------------|-------------------|-----------------|
| Fund: 50 - Western River Property | | | | |
| Revenue | | | | |
| 50-460000-00-0 Western Rivers Rental Income | 0.00 | 1,500.00 | 4,400.00 | 0.00 % |
| 50-712000-00-0 Western River Fund Addition | 0.00 | 0.00 | 1,501.69 | 0.00 % |
| Revenue Total: | 0.00 | 1,500.00 | 5,901.69 | 0.00 % |
| Expense | | | | |
| 50-540000-00-0 Repairs & Maintenance - Western Riv... | 0.00 | 116.07 | 405.21 | 0.00 % |
| 50-590000-00-0 Administrative Charges | 0.00 | 100.00 | 300.00 | 0.00 % |
| Expense Total: | 0.00 | 216.07 | 705.21 | 0.00 % |
| Fund: 50 - Western River Property Surplus (Deficit): | 0.00 | 1,283.93 | 5,196.48 | 0.00 % |
| Report Surplus (Deficit): | 1,109,211.83 | 76,487.90 | 200,138.34 | 18.04 % |

| | |
|---------------------------------|-------------|
| 1 - 0 | |
| 1 - 1 Western River Surplus | 5,196.48 + |
| 1 - 2 AM & AP balance changes | 10,271.00 + |
| 1 - T Net change in cash | 15,467.48 * |

Group Summary

| Account Typ... | Current Total Budget | Period Activity | YTD Activity | Percent Used |
|---|-------------------------|--------------------|-------------------|-----------------|
| Fund: 01 - Water Operations | | | | |
| Revenue | 2,322,410.48 | 224,805.82 | 674,137.38 | 29.03 % |
| Expense | 1,624,024.60 | 131,563.60 | 524,832.01 | 32.32 % |
| Fund: 01 - Water Operations Surplus (Deficit): | 698,385.88 | 93,242.22 | 149,305.37 | 21.38 % |

Budget vs Actual Report

For Fiscal: FY 2018-2019 Period Ending: 09/30/2018

| Account Typ... | Current Total Budget | Period Activity | YTD Activity | Percent Used |
|---|-------------------------|--------------------|------------------|-----------------|
| Fund: 02 - Sewer Operations | | | | |
| Revenue | 1,318,379.12 | 107,478.37 | 326,879.75 | 24.79 % |
| Expense | 1,144,724.54 | 82,435.48 | 272,041.11 | 23.76 % |
| Fund: 02 - Sewer Operations Surplus (Deficit): | 173,654.58 | 25,042.89 | 54,838.64 | 31.58 % |

Budget vs Actual Report

For Fiscal: FY 2018-2019 Period Ending: 09/30/2018

| Account Typ... | Current Total Budget | Period Activity | YTD Activity | Percent Used |
|---|-------------------------|--------------------|------------------|-----------------|
| Fund: 03 - Recycling Center | | | | |
| Revenue | 192,829.75 | 26,868.43 | 77,766.16 | 40.33 % |
| Expense | 192,829.75 | 20,178.16 | 47,956.57 | 24.87 % |
| Fund: 03 - Recycling Center Surplus (Deficit): | 0.00 | 6,690.27 | 29,809.59 | 0.00 % |

Budget vs Actual Report

For Fiscal: FY 2018-2019 Period Ending: 09/30/2018

| Account Typ... | Current Total Budget | Period Activity | YTD Activity | Percent Used |
|--|-------------------------|--------------------|-----------------|-----------------|
| Fund: 04 - Property Rental | | | | |
| Revenue | 166,221.28 | 13,836.50 | 41,085.62 | 24.72 % |
| Expense | 166,221.28 | 24,572.59 | 34,198.20 | 20.57 % |
| Fund: 04 - Property Rental Surplus (Deficit): | 0.00 | -10,736.09 | 6,887.42 | 0.00 % |

Budget vs Actual Report

For Fiscal: FY 2018-2019 Period Ending: 09/30/2018

| Account Typ... | Current Total Budget | Period Activity | YTD Activity | Percent Used |
|---|-------------------------|--------------------|------------------|-----------------|
| Fund: 05 - Parks & Recreation | | | | |
| Revenue | 542,725.16 | 15,515.09 | 64,037.99 | 11.80 % |
| Expense | 200,367.53 | 47,713.64 | 68,621.65 | 34.25 % |
| Fund: 05 - Parks & Recreation Surplus (Deficit): | 342,357.63 | -32,198.55 | -4,583.66 | -1.34 % |

Budget vs Actual Report

For Fiscal: FY 2018-2019 Period Ending: 09/30/2018

| Account Typ... | Current Total Budget | Period Activity | YTD Activity | Percent Used |
|---|-------------------------|--------------------|------------------|-----------------|
| Fund: 06 - Solid Waste Disposal | | | | |
| Revenue | 745,357.45 | 41,903.35 | 125,322.45 | 16.81 % |
| Expense | 765,634.78 | 58,083.82 | 135,131.15 | 17.65 % |
| Fund: 06 - Solid Waste Disposal Surplus (Deficit): | -20,277.33 | -16,180.47 | -9,808.70 | 48.37 % |

Budget vs Actual Report

For Fiscal: FY 2018-2019 Period Ending: 09/30/2018

| Account Typ... | Current Total Budget | Period Activity | YTD Activity | Percent Used |
|---|-------------------------|--------------------|-------------------|-----------------|
| Fund: 10 - Administration | | | | |
| Revenue | 11,674.39 | 5,397.76 | 39,096.34 | 334.89 % |
| Expense | 96,583.32 | -3,945.94 | 70,603.14 | 73.10 % |
| Fund: 10 - Administration Surplus (Deficit): | -84,908.93 | 9,343.70 | -31,506.80 | 37.11 % |

Fund Summary

| Fund | Current Total Budget | Period Activity | YTD Activity |
|----------------------------------|---------------------------------|----------------------------|-------------------------|
| 01 - Water Operations | 698,385.88 | 93,242.22 | 149,305.37 |
| 02 - Sewer Operations | 173,654.58 | 25,042.89 | 54,838.64 |
| 03 - Recycling Center | 0.00 | 6,690.27 | 29,809.59 |
| 04 - Property Rental | 0.00 | -10,736.09 | 6,887.42 |
| 05 - Parks & Recreation | 342,357.63 | -32,198.55 | -4,583.66 |
| 06 - Solid Waste Disposal | -20,277.33 | -16,180.47 | -9,808.70 |
| 10 - Administration | -84,908.93 | 9,343.70 | -31,506.80 |
| 50 - Western River Property | 0.00 | 1,283.93 | 5,196.48 |
| Report Surplus (Deficit): | 1,109,211.83 | 76,487.90 | 200,138.34 |



Helendale Community Services District

Date: October 18, 2018
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #6
Discussion and Possible Action Regarding Farmers' Market Fee Structure and Approval of a Market Manager Contract for the Helendale Farmers' Market

Staff Recommendation:

Staff seeks input from the Board regarding this item.

Staff Report:

The matter was discussed on July 10 with the Park and Rec Committee during which time details of having a market manager was discussed at length. At that time, it was expressed that the District would partner with the individual who hosted the local handmade market to assist the District in the capacity of the Market Manager. This item was later discussed with the full board on August 2, 2018, however, little was said about the Market Manager nor the terms of that arrangement. Rather the focus was on the structure of the market itself.

Costs:

During the Board discussion on August 2, it was determined that the District would pay the annual \$505 fee for the County Health Department and that the intent was to accept EBT which would waive the second fee of \$330 to the County Department of Agriculture. However, upon review of the requirements of the EBT program it became evident that the option would not be feasible at this time. Therefore, the District paid the \$330 to the County Ag Department and are awaiting confirmation as to whether the \$505 fee is also due or if the AG fee covers the vendors. To date the District has only paid the lesser fee. The District also pays \$2 per vendor per market event. From the participation at the first two markets the District owes \$102 to the Department of Ag for the vendors who were present. This fee is paid regardless of the vendor type.

Vendor Space Rent:

It was discussed at the prior board meeting that the space fees would be \$10-\$15. It was also expressed that the fees should be waived for the farmers for the first year consistent with the discussion at the Park and Rec Committee. In Staff's opinion, this includes the food-provider vendors who have fish, goat cheese, tea, salsa, fudge and bread as well as any other new food product vendor except those who sell pre-packaged ready-to-eat foods such as Schwan's. We believe that the boutique vendors should pay a small fee of \$15 but that the food-cart vendors who sell cooked food (i.e. tamales, pizza, coffee) should pay \$2 per week to cover the AG fees and

the vendors that fall in the food provider classification as specified above should not pay. Staff has given away many of the spaces initially to entice vendors to come. For the first two Markets a total of \$415 has been collected for booth rentals. Some of these fees have been collected from vendors that Staff is recommending don't pay any booth fees henceforth. Therefore, the amount collected in the future may be less per week. Below, Staff has outlined what category into which they feel the current vendors would fit.

| FREE | Pay \$2 | Pay \$10 | Pay \$15 |
|--------------------|----------------------|------------------|------------------|
| <u>Farmers</u> | <u>Homemade Food</u> | <u>Food-Cart</u> | <u>Boutique</u> |
| Vegetables/Eggs | Fudge | Fried foods | Hand sewn items |
| Fruit | Salsa/Apple Butter | Tamale | Doterra Oils |
| Pomegranates | Almond Rocca | Icies | Handmade items |
| Spices/pepper, etc | Nuts | Fair Food | Jewelry |
| Sea Food | Jerky | Pizza | Wood crafts |
| Goat Cheese | Hummus | Coffee | Windchimes, etc. |
| Musicians | Bread | Tacos | Scentsy |
| | Tea | | Clothing |

The Homemade Food and Food-Cart fees go to the District and 90% of the Boutique fees would go to the Market Manager.

Continued Operation:

To get the market up and running District Staff did a tremendous amount of work to ensure that we had fruit, vegetable and food-cart vendors which is the main draw for the Farmers' Market. Because we are not charging a fee for these types of vendors it would stand to reason that District Staff will continue to schedule these types of vendors and oversee their set up.

Further, Staff would like to propose for the first year that the Market Manager works exclusively with all other non-food related vendors which would include primarily the boutique-type vendors. The relationship between the District and the Market Manager would be through a Professional Services Agreement with the financial arrangement of 90%-10% consistent with the arrangement that we have with other District program service providers.

Attached for the Board's review and approval is a Professional Services Agreement for the Market Manager.

FISCAL IMPACT:

As outlined in the staff report.

Under review by District Counsel

**AGREEMENT FOR SERVICES
BETWEEN
HELENDALE COMMUNITY SERVICES DISTRICT
AND
HEATHER STARTSMAN AS MARKET MANAGER**

THIS AGREEMENT is made this 18th day of October, 2018 (hereinafter referred to as the "Effective Date") by and between the HELENDALE COMMUNITY SERVICES DISTRICT, a Community Services District organized and operating pursuant to California Government Code Section 61000 et seq. (hereinafter referred to as the "DISTRICT"), and Heather Startzman, a CONTRACTOR (hereinafter referred to as "CONTRACTOR"). DISTRICT and CONTRACTOR may individually be referred to as "Party" or collectively as "Parties" in this agreement.

RECITALS

WHEREAS, the DISTRICT desires to contract with CONTRACTOR to provide services for the position of MARKET MANAGER, located in the County of San Bernardino, State of California (hereinafter referred to as "Project"); and

WHEREAS, CONTRACTOR is willing to contract with the DISTRICT to provide such services for the Project; and

WHEREAS, CONTRACTOR holds itself as duly licensed, qualified, and capable of performing said services for the Project; and

WHEREAS, this Agreement establishes the terms and conditions for the DISTRICT to retain CONTRACTOR to provide the services described herein for the Project.

COVENANTS

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth herein, the parties hereto agree as follows:

**ARTICLE I
ENGAGEMENT OF CONTRACTOR
AND AUTHORIZATION TO PROCEED**

1.1 **ENGAGEMENT:** The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR hereby accepts the engagement, to perform certain services described in Section 2.1 of this Agreement for the term set forth in Section 6.7 of this Agreement.

1.2 AUTHORIZATION TO PROCEED: Authorization for CONTRACTOR to proceed with all or a portion of the work described in Section 2.1 of this Agreement will be granted in writing by the DISTRICT as soon as both parties sign the Agreement and all applicable insurance and other security documents required pursuant to Section 6.3 of this Agreement are received and approved by the DISTRICT. CONTRACTOR shall not proceed with said work until so authorized by the DISTRICT, and shall commence work immediately upon receipt of the Notice to Proceed.

1.3 NO EMPLOYEE RELATIONSHIP: CONTRACTOR shall perform the services provided for herein as an independent contractor, and not as an employee of the DISTRICT. The DISTRICT shall have ultimate control over the work performed for the Project. CONTRACTOR is not to be considered an agent or employee of the DISTRICT for any purpose, and shall not be entitled to participate in any pension plans, insurance coverage, bonus, stock, or similar benefits that the DISTRICT provides for its employees. CONTRACTOR shall indemnify the DISTRICT for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which the DISTRICT may be required to make on behalf of CONTRACTOR or any employee of CONTRACTOR for work performed under this Agreement.

ARTICLE II SERVICES OF CONTRACTOR

2.1 SCOPE OF SERVICES: The scope of services to be performed by the CONTRACTOR under this Agreement are described in the "Scope of Work" attached hereto as Exhibit "A" and incorporated herein by this reference, and shall, where not specifically addressed, include all related services ordinarily provided by the CONTRACTOR under same or similar circumstances and/or otherwise necessary to satisfy the requirements of Section 3.3 of this Agreement. In case of conflict between the terms of this Agreement and the provisions of the Scope of Work, this Agreement shall govern.

ARTICLE III RESPONSIBILITIES OF THE DISTRICT AND OF CONTRACTOR

3.1 DUTIES OF THE DISTRICT: The DISTRICT, without cost to CONTRACTOR, will provide all pertinent information necessary for CONTRACTOR's performance of its obligations under this Agreement that is reasonably available to the DISTRICT unless otherwise specified in the Scope of Work, in which case the CONTRACTOR is to acquire such information. The DISTRICT does not guarantee or ensure the accuracy of any reports, information, and/or data so provided. To the extent that any reports, information, and/or other data so provided was supplied to the DISTRICT by persons who are not employees of the DISTRICT, any liability resulting from

inaccuracies and/or omissions contained in said information shall be limited to liability on behalf of the party who prepared the information for the DISTRICT.

3.2 REPRESENTATIVE OF DISTRICT: The DISTRICT will designate General Manager and Project Coordinator as the person(s) to act as the DISTRICT's representative with respect to the work to be performed under this Agreement. Such person will have complete authority to transmit instructions, receive information, and interpret and define the DISTRICT's policies and decisions pertinent to the work. In the event the DISTRICT wishes to make a change in the DISTRICT's representative, the DISTRICT shall notify the CONTRACTOR of the change in writing.

3.3 DUTIES OF CONTRACTOR: CONTRACTOR shall perform the Project work in such a manner as to fully comply with all applicable professional standards of care, including professional quality, technical accuracy, timely completion, and other services furnished and/or work undertaken by CONTRACTOR pursuant to this Agreement. The CONTRACTOR shall cause all work and deliverables to conform to all applicable federal, state, and local laws and regulations.

3.4 APPROVAL OF WORK: The DISTRICT's approval of work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical adequacy of its work. Neither the DISTRICT's review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. Where approval by the DISTRICT is indicated in this Agreement, it is understood to be conceptual approval only and does not relieve the CONTRACTOR of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the CONTRACTOR or its subcontractors. CONTRACTOR's obligation to defend, indemnify, and hold harmless the DISTRICT, and its directors, officers, employees and agents as set forth in Section 6.9 of this Agreement also applies to the actions or omissions of the CONTRACTOR or its subcontractors as set forth above in this paragraph.

ARTICLE IV PAYMENTS TO CONTRACTOR

4.1 PAYMENT: The DISTRICT will pay CONTRACTOR for work performed under this Agreement, which work can be verified by the DISTRICT, on the basis of the following: CONTRACTOR shall exercise good faith best efforts to facilitate a full and clear definition of the scope of all assigned work so that the amount set forth in Section 4.3 of this Agreement will cover

all tasks necessary to complete the work. The amount set forth in Section 4.3 of this Agreement is the maximum compensation to which CONTRACTOR may be entitled for the performance of services to complete the work for the Project, unless the Scope of Work or time to complete the work is changed by the DISTRICT in writing in advance of the work to be performed thereunder. Adjustments in the total payment amount shall only be allowed pursuant to Section 6.4 of this Agreement. In no event shall CONTRACTOR be entitled to compensation greater than the amount set forth in Section 4.3 of this Agreement where changes in the Scope of Work or the time for performance are necessitated by the negligence of CONTRACTOR or any sub-contractor performing work on the Project.

4.2 PAYMENT TO CONTRACTOR: Payment will be made by the DISTRICT within thirty (30) calendar days after receipt of an invoice from CONTRACTOR, provided that all invoices are complete and product and services are determined to be of sufficient quality by the DISTRICT. CONTRACTOR shall invoice DISTRICT every (14) days for services performed under this Agreement. In the event that a payment dispute arises between the parties, CONTRACTOR shall provide to the DISTRICT full and complete access to CONTRACTOR's labor cost records and other direct cost data, and copies thereof if requested by the DISTRICT.

4.3 ESTIMATED CHARGES: The total estimated charges for all work under this Agreement are outlined in Attachment A as referenced herein and constitutes the total amount agreed to.

4.4 COST FOR REWORK: CONTRACTOR shall, at no cost to the DISTRICT, prepare any necessary rework occasioned by CONTRACTOR's negligent act or omission or otherwise due substantially to CONTRACTOR's fault.

**ARTICLE V
COMPLETION SCHEDULE**

5.1 TERM: The Term of this Agreement shall begin on the Effective Date and shall continue until the Project has been completed, unless the Agreement is earlier terminated pursuant to the provisions of Section 6.7 below. Notwithstanding the above, the provisions of Sections 1.3, 2.2, 2.3, 3.3 and 3.4 and Articles IV, V, and VI herein shall survive the expiration and/or termination of this Agreement.

5.2 TASK SCHEDULE: The services to be performed by CONTRACTOR under this Agreement shall be completed in accordance with the timeframe set forth in the Board of Director's Action contained in the Scope of Work.

5.3 TIME OF ESSENCE: CONTRACTOR shall perform all services required by this Agreement in a prompt, timely, and professional manner in accordance with the above schedule. Time is of the essence in this Agreement.

ARTICLE VI GENERAL PROVISIONS

6.1 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: CONTRACTOR shall at all times observe all applicable provisions of Federal, State, and Local laws and regulations including, but not limited to, those related to Equal Opportunity Employment.

6.2 SUBCONTRACTORS AND OUTSIDE CONSULTANTS: No subcontract shall be awarded by CONTRACTOR.

6.3 INSURANCE: CONTRACTOR may wish to secure individual insurance and maintain in full force and effect, such insurance as will protect the CONTRACTOR in such a manner and in such amounts as desires. The premiums for said insurance coverage shall be paid by the CONTRACTOR.

- (a) Certificates of Insurance: CONTRACTOR may furnish DISTRICT with Certificates of Insurance and endorsements verifying the insurance coverage required by this Agreement is in full force and effect.
- (b) Suggested Provisions: The insurance policies may include the following provisions or have them incorporated by endorsement(s):
 - (1) Primary Coverage: The insurance policies if provided by CONTRACTOR shall be primary insurance and any self-insured retention and/or insurance carried by or available to the DISTRICT or its employees shall be excess and non-contributory coverage so that any self-insured retention and/or insurance carried by or available to the DISTRICT shall not contribute to any loss or expense under CONTRACTOR's insurance.
 - (2) Additional Insured: The policies of insurance provided by CONTRACTOR, except Workers' Compensation and Professional Liability, shall include as additional insureds: the DISTRICT, 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) Automobile Liability: CONTRACTOR shall maintain Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence for any owned, hired, or non-owned vehicles.

6.4 CHANGES IN SCOPE OR TIME: If the DISTRICT requests a change in the Scope of Work or time of completion by either adding to or deleting from the original scope or time of completion, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. CONTRACTOR must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date of receipt from CONTRACTOR of the notification of change unless the DISTRICT grants a further period of time before the date of final payment under this Agreement.

6.5 NOTICES: All notices to either party by the other shall be made in writing and delivered or mailed to such party at their respective addresses as follows, or to other such address as either party may designate, and said notices shall be deemed to have been made when delivered or, if mailed, five (5) days after mailing.

To DISTRICT: Helendale CSD
26540 Vista Road
P.O. Box 359
Helendale, CA 92342
Attn: General Manager

To CONTRACTOR: **Heather Startzman**

Helendale, CA 92342

6.6 CONTRACTOR'S ASSIGNED PERSONNEL: CONTRACTOR is designated as Heather Startzman and shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement.

6.7 TERMINATION:

- (a) If the engagement of CONTRACTOR is not extended by the mutual written consent of the DISTRICT and CONTRACTOR, then this Agreement shall expire on the latest date set forth in the schedule contained in the Scope of Work for completion of tasks for the Project.
- (b) Notwithstanding the above, the DISTRICT may terminate this Agreement or abandon any portion of the Project by giving ten (10) days written notice thereof to CONTRACTOR. CONTRACTOR may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar day's written notice only in the event of substantial failure by the DISTRICT to perform in accordance with the terms of this Agreement through no fault of the CONTRACTOR.
- (c) In the event of termination of this Agreement or abandonment of any portion of the Project, the DISTRICT shall be immediately given title to all original drawings and other documents developed for the Project, and the sole right and remedy of CONTRACTOR shall be to receive payment for all amounts due and not previously paid to CONTRACTOR for services completed or in progress in accordance with the Agreement prior to such date of termination. If termination occurs prior to completion of any task for which payment has not been made, the fee for services performed during such task shall be based on an amount mutually agreed to by the DISTRICT and CONTRACTOR. Such payments available to the CONTRACTOR under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of this Agreement.

6.8 ATTORNEYS' FEES: In the event that either the DISTRICT or CONTRACTOR brings an action or proceeding for damages for an alleged breach of any provision of this Agreement, to interpret this Agreement or determine the rights of and duties of either party in relation thereto, the prevailing party shall be entitled to recover as part of such action or proceeding all litigation, arbitration, mediation and collection expenses, including witness fees, court costs, and reasonable attorneys' fees. Such fees shall be determined by the Court in such litigation or in a separate action brought for that purpose. Mediation will be attempted if both parties mutually agree before, during, or after any such action or if proceedings has begun.

6.9 INDEMNITY:

- (a) CONTRACTOR shall defend, indemnify and hold DISTRICT, 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 the work to be performed under 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, character, and description, arising by reason of death or bodily injury to one or more persons, including the employees of CONTRACTOR; injury to property of any kind, including loss of use; or economic damages of any kind, caused by, or arising out of, any alleged or actual act or omission, regardless of whether such act or omission is active or passive, by CONTRACTOR, any of CONTRACTOR's sub-contractors or DISTRICT, including their respective directors, officers, employees, agents and assigns, excepting only such matters arising from the sole negligence or willful misconduct of the DISTRICT.
- (b) CONTRACTOR shall defend, indemnify and hold DISTRICT, 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 any infringement or alleged infringement of any patent, copyright or trademark and arising out of the use of any equipment or materials furnished under this Agreement by the CONTRACTOR or CONTRACTOR's sub-contractors, including their respective directors, officers, employees, agents and assigns, or out of the processes or actions employed by, or on behalf of, the CONTRACTOR or CONTRACTOR's sub-contractors, including their respective directors, officers, employees, agents and assigns, in connection with the performance of services under this Agreement. CONTRACTOR shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials or processes, or to modify at its expense such infringing equipment, materials, and processes so they become non-infringing, provided that such substituted and modified equipment, materials, and processes shall meet all the requirements and be subject to all the provisions of this Agreement.

(c) CONTRACTOR shall defend, indemnify and hold DISTRICT, 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 any breach by CONTRACTOR or CONTRACTOR's sub-contractors, including their respective directors, officers, employees, agents and assigns, of the aforesaid obligations and covenants, and any other provision or covenant of this Agreement.

(d) It is the intent of the parties to this Agreement that the defense, indemnity and hold harmless obligation of CONTRACTOR under this Agreement shall be as broad and inclusive as may be allowed under *California Civil Code* §§ 2778 through 2784.5, or other similar state or federal law.

6.10 SAFETY: CONTRACTOR shall perform the work in full compliance with applicable State and Federal safety requirements including, but not limited to, Occupational Safety and Health Administration requirements.

(a) CONTRACTOR shall take all precautions necessary for the safety of, and prevention of damage to, property on or adjacent to the Project site, and for the safety of, and prevention of injury to, persons, including DISTRICT's employees, CONTRACTOR's employees, and third persons. All work shall be performed entirely at CONTRACTOR's risk. CONTRACTOR may comply with the insurance requirements set forth in Section 6.3 of this Agreement.

6.11 EXAMINATION OF RECORDS: All original drawings, specifications, reports, calculations, and other documents or electronic data developed by CONTRACTOR for the Project shall be furnished to and become the property of the DISTRICT. CONTRACTOR agrees that the DISTRICT will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all of the transactions relating to this Agreement.

6.12 OWNERSHIP OF SOFTWARE:

(a) Subject to payment of all compensation due under this Agreement and all other terms and conditions herein, CONTRACTOR hereby grants DISTRICT a nonexclusive, transferable, royalty-free license to use the Software furnished to

DISTRICT by CONTRACTOR under this agreement. The license granted herein shall authorize DISTRICT to:

- (1) Install the Software on computer systems owned, leased or otherwise controlled by DISTRICT;
- (2) Utilize the Software for its internal data-processing purposes; and
- (3) Copy the Software and distribute as desired to exercise the rights granted herein.

6.13 INTEGRATION AND AMENDMENT: This Agreement contains the entire understanding between the DISTRICT and CONTRACTOR as to those matters contained herein. No other representations, covenants, undertakings or other prior or contemporaneous agreements, oral or written, respecting those matters, which are not specifically incorporated herein, may be deemed in any way to exist or to bind any of the parties hereto. Each party acknowledges that it has not executed this Agreement in reliance on any promise, representation or warranty not set forth herein. This Agreement may not be amended except by a writing signed by all parties hereto.

6.14 ASSIGNMENT: Neither party shall sign or transfer its interest in this Agreement without written consent of the other party. All terms, conditions, and provisions of this Agreement shall inure to and shall bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.

6.15 GOVERNING LAW: This Agreement shall be construed as if it was jointly prepared by both parties hereto, and any uncertainty or ambiguity contained herein shall not be interpreted against the party drafting same. This Agreement shall be enforced and governed by the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of San Bernardino, State of California, or in a federal court with in rem jurisdiction over the Project.

6.16 HEADINGS: Article and Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

6.17 PARTIAL INVALIDITY: If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

6.18 EFFECT OF DISTRICT'S WAIVER: Any failure by the DISTRICT to enforce any provision of this Agreement, or any waiver thereof by the DISTRICT, shall not constitute a waiver of its right to enforce subsequent violations of the same or any other terms or conditions herein.

6.19 AUTHORITY: The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to sign this Agreement on behalf of and to so bind their respective legal entities.

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

CONTRACTOR

DISTRICT

By: _____

By: _____

Kimberly Cox, General Manager
Helendale CSD

(Print Name and Title)

EXHIBIT A

SCOPE OF WORK

Contractor Title: Farmers Market Manager

REPORTS TO: Program Coordinator

SUMMARY: Under the supervision of the HCSD Project Coordinator, the Farmers Market Manager coordinates with vendors to manage and operate the District's farmers market.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Complete necessary registration for Boutique Vendors
- Contact local media for paid advertising of market.
- Recruit Boutique vendors and entertainment.
- Register Boutique vendors and analyze for appropriateness to market.
- Setup market each Wednesday, coordinating placement of vendors with Program Coordinator
- Collecting fees and turn funds over to Programs Coordinator
- Interacting and building relationships with vendors
- Checking permits, collecting fees, issuing receipts for payment, etc..
- Enforce market rules
- Empty trash at the end of the night
- Tear down of tables and chairs for food court
- Put away farmers market flags at the end of the night
- Ensure all trash is picked up and the parking lot is clean
- Lock up the building at the end of the market and set alarm
- Put away any temporary lighting that is out
- Put away sound system
- Any other necessary duties in order to maintain the running of a successful farmers market.



Helendale Community Services District

Date: October 18, 2018
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #7
Discussion and Possible Action Regarding Adoption of the 2019 District Calendar

STAFF RECOMMENDATION:

Staff seeks input from the Board.

STAFF REPORT:

Each year the Staff presents a calendar for the Board for approval. The calendar denotes important dates throughout the year including holidays, special events and board meetings.

There will be not board meeting on January 3 and July 4. The District anniversary concert at the Community Center as requested by the Park and Rec committee will occur on March 30, two days before the District's twelfth operational anniversary. Two Community Clean-Up Day are scheduled however, County has not confirmed the April 13 date yet.

Staff is happy to make any changes the Board requests to the 2019 District Calendar.

FISCAL IMPACT:

None

2019 HELENDALE CSD CALENDAR

DRAFT

| January | | | | | | |
|---------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | 1 | 2 | 3 | 6 | 5 |
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| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

| February | | | | | | |
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| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | | |

| March | | | | | | |
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| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
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| 31 | | | | | | |

| April | | | | | | |
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| May | | | | | | |
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| 30 | | | | | | |

| July | | | | | | |
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| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |










| August | | | | | | |
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| September | | | | | | |
|-----------|----|----|----|----|----|----|
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| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

| October | | | | | | |
|---------|----|----|----|----|----|----|
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| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

| November | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

| December | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| | |
|--|---|
|  | HOLIDAY |
|  | COMMUNITY CLEAN UP DAYS (Not confirmed) |
|  | HCSO 12TH OPERATIONAL ANNIVERSARY |
|  | ANNIVERSARY CONCERT AT COMMUNITY CENTER |
|  | HCSO BOARD MEETING |
|  | PARK & REC COMMITTEE MEETING |
|  | OPEN GYM CLOSED |
|  | CONCERT IN THE PARK |
|  | NATIONAL NIGHT OUT |

| HOLIDAYS | | | |
|----------------|------------------------|-------------------|----------------|
| Jan. 1 | New Year's Day | Sept. 2 | Labor Day |
| Jan. 21 | Martin Luther King Day | Nov. 11 | Veterans Day |
| Feb. 18 | Presidents Day | Nov. 28-29 | Thanksgiving |
| May 27 | Memorial Day | Dec. 24-25 | Christmas |
| July 4 | Independence Day | Dec. 31 | New Year's Eve |

- * FARMER'S MARKET EVERY WEDNESDAY
- * YOUTH BASKETBALL JANUARY 12TH - MARCH 2ND
- * YOUTH SOCCER SEPTEMBER 7TH - NOVEMBER 16TH



Start Date NULL / End Date NULL

Date Range Type Division

Battalion City

1 of 1 Find | Next



San Bernardino County Fire Area Incident Report

Criteria: 08/01/2018 to 08/31/2018

Division(s): High Desert
 Battalion(s): 10
 City(ies): Helendale

| | Totals for FY 18/19 |
|----------------------|---------------------|
| Incident Type | Incidents |
| Vegetation Fire | 2 |
| Structure Fire | 1 |
| Investigation/Alarm | 2 |
| Medical | 60 |
| Public Service | 2 |
| Traffic Collision | 2 |
| Totals | 69 |



Start Date: 9/1/2018 12:00:00 AM NULL NULL End Date: 9/30/2018 12:00:00 AM NULL

Date Range Type: Define Dates

Battalion: 10 Division: High Desert City: Helendale

1 of 1 Find | Next



San Bernardino County Fire Area Incident Report

Criteria: 09/01/2018 to 09/30/2018

Division(s): High Desert

Battalion(s): 10

City(ies): Helendale

| Incident Type | Totals for FY 18/19 Incidents |
|---------------------|-------------------------------|
| Structure Fire | 1 |
| Vehicle Fire | 1 |
| Investigation/Alarm | 1 |
| Medical | 53 |
| Public Service | 1 |
| Traffic Collision | 1 |
| Totals | 58 |