



**REGULAR BOARD MEETING**  
**Thursday, April 4, 2024, at 6:00 PM**

**SPECIAL NOTICE OF TELECONFERENCE ACCESSIBILITY**

This meeting of the Board of Directors of the Helendale Community Services District is Open to the public both in-person at the District Office located at 26540 Vista Road, Suite C, Helendale, California, and via teleconference by clicking the following link: [www.zoom.com](https://www.zoom.com) Meeting ID 463 173 8547 Passcode: HCSD. (Dial-in instructions will be provided after registering at the link)

**Call to Order - Pledge of Allegiance**

**1. Discussion and Possible Action Regarding Director Remote Participation pursuant to AB2449 (Government Code Section 54953(f))**

- a. Notification due to Just Cause
- b. Request due to Emergency Circumstances

**2. Approval of Agenda**

**3. 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 wishing to make comments may do so by filling out the speaker's card in person or using the "raise the hand" or "chat" feature. If viewing remotely a speaker's card may be filled out at the following link: <https://www.surveymonkey.com/r/HKGNLL8> or use the features referenced above. The District requests that all speaker cards be submitted at any time prior to the close of public participation.*

**4. Consent Items**

- a. Approval of Minutes: Regular Board Meeting of March 21
- b. Bills Paid Report
- c. February Financials

**5. Reports**

- a. Directors' Reports
- b. General Manager's Report

**Regular Business:**

- 6. Discussion and Possible Action Regarding Approval of Directors' Expense Reports**
- 7. Discussion and Possible Action Regarding Approval of General Liability and Auto Insurances Policies for the Period of April 2024 through March 2025**
- 8. Discussion and Possible Action Regarding Approval of Professional Services Agreement with Eide Bailey for Financial Support Services for FY2025 and Increase for FY2024**
- 9. Discussion and Possible Action Regarding Request to Declare as Surplus Various District-Owned Equipment**

**Other Business**

**10.** Requested items for next or future agendas (Directors and Staff only)

**Closed Session**

**11.** Conference with Legal Counsel – Anticipated Litigation

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4)  
One Potential Case

**12.** Public Employee Performance Evaluation

(Government Code Section 54957)

Title: General Manager

**13.** Conference with Labor Negotiator

(Government Code Section 54957)

Designated representative: Steven M. Kennedy, General Counsel

Unrepresented Employee: General Manager

**14.** Report of Closed Session Item

**15.** 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 agenda 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.*



# Helendale Community Services District

---

Date: April 4, 2024  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
SUBJECT: Agenda item #1  
Discussion and Possible Action Regarding Director Remote Participation  
Pursuant to AB2449 (Government Code Section 54953(f))

---

## **NOTIFICATION OF REMOTE BOARD MEETING ATTENDANCE**

Directors may not attend a meeting remotely on the basis of Just Cause or Emergency Circumstances for more than three consecutive months or more than 20% (up to four) meetings in a calendar year. A general description of the circumstances relating to the need to appear remotely at the meeting **must** be included.

### **JUST CAUSE**

Each Director is responsible for notifying the General Manager at the earliest opportunity possible (including at the start of a regular meeting) of the need to participate remotely for Just Cause. Remote participation for Just Cause reasons shall not be utilized by any Director for more than two meetings per calendar year.

#### **Just Cause means any of the following:**

- A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely.
- A contagious illness that prevents a member from attending in person
- A need related to a physical or mental disability not otherwise accommodated
- Travel while on official business of the legislative body or another state or local agency

A General description of the circumstances relating to the need to appear remotely at the meeting **MUST** be included.

### **EMERGENCY CIRCUMSTANCES**

Each Director is responsible for notifying the General Manager as soon as possible (preferably before posting of the agenda but up to the start of the meeting) of the need to participate remotely due to Emergency Circumstances.

**Emergency Circumstances means the following:** A physical or family medical emergency that prevents a member from attending in person.

A general description of the circumstances relating to the need to appear remotely at the meeting **must** be included. The general description of the circumstances does not require the member to disclose any medical diagnosis or disability, or any personal medical information that is already exempt under existing law, such as the Confidentiality of Medical Information Act.



# Helendale Community Services District

---

Date: April 4, 2024  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
SUBJECT: Agenda item #4  
Consent Items

---

## CONSENT ITEMS

- a. Approval of Minutes: Regular Board Meeting of March 21, 2024
- b. Bills Paid Report
- c. February Financials



# Helendale Community Services District

---

Date: April 4, 2024  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
BY: Cheryl Vermette  
SUBJECT: Agenda item #4a  
Minutes from the Regular Board Meeting of March 21, 2024

---



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

Date: March 21, 2024  
 Time: 6:00 PM  
 Meeting called to order by: President Henry Spiller

**ATTENDANCE**

President Henry Spiller	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent	<input checked="" type="checkbox"/> In Person	<input type="checkbox"/> Remote
Vice President Ron Clark	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent	<input checked="" type="checkbox"/> In Person	<input type="checkbox"/> Remote
Secretary Sandy Haas	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent	<input type="checkbox"/> In Person	<input checked="" type="checkbox"/> Remote
Director George Cardenas	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent	<input checked="" type="checkbox"/> In Person	<input type="checkbox"/> Remote
Director Gail Guinn	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent	<input checked="" type="checkbox"/> In Person	<input type="checkbox"/> Remote

**Staff Members Present**

Kimberly Cox, General Manager; Craig Carlson, Water Operations Manager; Alex Aviles, Wastewater Operations Manager; Cheryl Vermette, Administrative Services Manager

**Consultants/Guests**

Steven Kennedy, Legal Counsel - Zoom

**Members of the public**

There were two members of the public attending in person.

**1. DISCUSSION AND POSSIBLE ACTION REGARDING DIRECTOR REMOTE PARTICIPATION PURSUANT TO AB2449 (GOVERNMENT CODE SECTION 54953(F) OF AGENDA**

- a. Notification due to Just Cause
- b. Request due to Emergency Circumstances

**Discussion** Director Haas attended the meeting remotely due to just cause. This was the first meeting she attended remotely in 2024.

**2. APPROVAL OF AGENDA**

**Discussion** Legal Counsel Kennedy requested to add a closed session item to the agenda under Section 54956.8 Real Property – Negotiating Parties Vertical Bridge.

**Motion** Director Cardenas made a motion to approve the agenda as amended.

**Second** Director Guinn

**Vote**

President Henry Spiller	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Vice President Ron Clark	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Secretary Sandy Haas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director George Cardenas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain

Director Guinn	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
----------------	---	-----------------------------	---------------------------------	----------------------------------

**3. PUBLIC PARTICIPATION**

None

**CONSENT ITEMS**

**4. CONSENT ITEMS**

- a. Approval of Minutes: Special Board Meetings of March 12, 2024, and March 14, 2024
- b. Bills Paid Report

**Discussion** None

**Motion** Director Cardenas made the motion to approve the consent items as presented.

**Second** Vice President Clark

**Vote**

President Henry Spiller	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Vice President Ron Clark	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Secretary Sandy Haas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director George Cardenas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director Guinn	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain

**CONSENT ITEMS**

- a. Directors' Reports
 

Director Cardenas reported that he attended the Watermaster meeting and will include a summary in an upcoming agenda.

President Spiller thanked Staff for all of the preparation in getting things ready for the new Board member.

Director Guinn thanked the Board for their faith in her. She also reported that she attended a CERT meeting to discuss the Helendale CERT team.
- b. General Managers Report
 

General Manager Cox reported on the changes in the office and noted that Staff is doing a tremendous job adjusting while providing excellent customer service. Staff appreciate everyone's patience while in this transition. Additional job duties have been assigned to administrative staff. GM Cox reminded the Board of the budget process – the Park CIP is on this agenda, the Burrtec Annual Rate Increase request was moved to a later meeting – there is more work to be done on SB1383 expenses. The Development of the Table of Organization and Organizational Chart are being worked on, and Staff level work on budget line items will begin soon. The Board Budget workshop is scheduled for April 11<sup>th</sup>.

Wastewater Operations Manger Aviles gave the wastewater report. Staff worked on the primary scum collector to concentrate the scum that is collected and sent to the digester. Staff raised four manholes on Tournament Drive. The "Mr. Manhole" equipment saves the District more than two hours of work per manhole replacement. Staff is trying to complete some each week if possible. There are 35 manholes remaining. The District hired Garrett Hardy as the new Treatment Plant

Operator in Training. A new company performed the annual fuel tank testing as required by MDAQMD. New pumps were purchased to remove supernatant from the drying beds to assist with drying time and make room for more sludge. Two sewer lateral inspections were performed for new construction.

Administrative Service Manager Vermette gave the Solid Waste Report. Curbside recycling tonnage from the month of January was 70.25 and refuse collection was 416.63. Burrtec picked up 1.29 tons of miscellaneous electronics recycling and 2.84 tons of metal recycling. A total of 6.95 tons of green waste were recycled in February at a cost of \$1,261.43. In FY 2024 63.4 tons of green waste were recycled at a cost of \$12,332.17. The March food waste pickups totaled 2,040 pounds.

Program Report – Tai Chi classes are continuing at the Senior Center and a session will begin in May. Spring / Summer Youth Sports are scheduled: Soccer is scheduled for April – May; Flag Football is scheduled for June – July and volleyball is scheduled for June – July. Adult basketball and softball are also scheduled for spring/summer.

Administrative Report – There were 30 account transfers in February. The District's total cash balance is \$7,382,329, with \$2,126,321 in CBB Trust, \$1,073,935 in LAIF, \$1,238,101 in CBB checking, 4283,999 in DCB, and \$2,659,971 in CA Class.

## REGULAR BUSINESS

### 6. Discussion and Possible Action Regarding Approval of Directors' Expense Reports

**Discussion** None

**Motion** Director Guinn made the motion to approve the Directors' Expense reports as presented.

**Second** Secretary Haas

**Vote**

President Henry Spiller	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Vice President Ron Clark	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Secretary Sandy Haas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director George Cardenas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director Gail Guinn	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain

### 7. Discussion and Possible Adoption of Ordinance 2024-01: An Ordinance of the Board of the Helendale Community Services District Establishing Guidelines for the Conduct of its Public Meetings and Activities (Sunshine Ordinance).

**Discussion** The Sunshine Ordinance, the resolution regarding Board compensation, reimbursement and ethics training, and the resolution regarding Board member relations with Staff are a trifecta of Board Governance documents. Counsel provided an overview of these three items. The Sunshine Ordinance was discussed in February 2023, typically it is scheduled for annual review at the first of each year. Minor changes suggested were: section 2.5 add government code reference 54953(e) and adopt a new date a rescission of the last adoption date. Counsel provided an overview of the Ordinance and discussed remote meeting participation.

**Motion** Director Guinn made the motion to adopt Ordinance 2024-01.

**Second** Secretary Haas

**Vote**



President Henry Spiller	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Vice President Ron Clark	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Secretary Sandy Haas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director George Cardenas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director Gail Guinn	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain

8. Discussion and Possible Adoption of Resolution 2024-01: A Resolution of the Board of Directors of the Helendale Community Services District Establishing Policies for its Compensation, Reimbursement and Ethics Training.

**Discussion** This item was last discussed in February, April, May, and September 2023. Final changes were adopted on November 2, 2023, on consent. This item is slated for Board discussion and approval at the first of every calendar year. A revised resolution was provided rescinding the November 2, 2023, resolution. The amount of Board compensation is governed by a separate ordinance (Ordinance 2022-02). Board fees were last increased July 1, 2022, from \$137.50 to \$150 per meeting. Counsel provided an overview of the resolution establishing policies for compensation, reimbursement, and ethics training.

**Motion** Director Cardenas made the motion to adopt Resolution 2024-01.

**Second** Director Guinn

**Vote**

President Henry Spiller	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Vice President Ron Clark	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Secretary Sandy Haas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director George Cardenas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director Gail Guinn	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain

9. Discussion and Possible Action Regarding Adoption of Resolution 2024-02: A Resolution of the Board of Directors of the Helendale Community Services District Establishing Policies for its Relations Amongst Directors and with Staff.

**Discussion** This item was last discussed in February 2023. Minor modifications were recommended – the reference to the most recent adoption of the Sunshine Ordinance in Section C & D and in Section 1.3.2 has been updated and the reference rescinding the previous resolution has been updated. Counsel provided an overview of the resolution.

**Motion** Director Guinn made the motion to adopt Resolution 2024-02.

**Second** Vice President Clark

**Vote**

President Henry Spiller	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Vice President Ron Clark	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Secretary Sandy Haas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director George Cardenas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director Gail Guinn	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain

10. Discussion Only Regarding Annual Review of Park Development Impact Fee  
**Discussion:** On February 1, 2018, the Board adopted a Park Development Impact Fee (DIF), this included a public hearing process. The fee was set at \$1,720 per house, new development pays a small portion of the costs of the park. The initial study was completed in March 2017. The amount of the Development Impact Fees collected is reviewed by the Board annually. To date the District has collected \$70,520 in development impact fees. Three fees have been paid in February 2024. 2021 has been the highest year with 13 fees paid. If the Board wished to increase the fee, a new DIF study would be required, a public hearing would be held, and a new fee would be adopted by the Board. The fee increase could be based upon the CPI increases each year. No changes have been made since its adoption in 2018. There may be legislative changes down the line that could affect this fee.

11. Discussion Only Regarding Park Capital Improvement Plan  
**Discussion:** Administrative Services Manager Vermette went over each line item in the Park CIP.

## **OTHER BUSINESS**

12. Requested items for next or future agendas (Directors and Staff only)  
None

President Spiller called for a brief recess at 8:15 pm after which closed session began.

### **Closed Session**

Closed session began at 8:22 pm

Item Number 16 under closed session was removed from the agenda, because the item is not permissible at a special meeting.

13. Conference with Legal Counsel – Anticipated Litigation  
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4)  
One Potential Case

13b. Conference with Real Property Negotiators (added to the agenda)

(Government Code Section 54956.8)

Property: 15302 Smithson Road

District Negotiator: Kimberly Cox

Negotiating Parties: Vertical Bridge

Under Negotiation: Price and Terms of Payment

Closed session adjourned at 9:16 pm

14. Report of Closed Session Item

Legal Counsel Kennedy reported that the Board met in closed session appointed Director Cardenas and Director Guinn to address issues related to item. There was no reportable action on item 13b.

15. Adjournment

President Spiller adjourned the meeting at 9:17 pm.

---

Henry Spiller, President

---

Cheryl Vermette, Clerk of the Board

*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: April 4, 2024  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
BY: Sharon Kreinop, Senior Account Specialist  
SUBJECT: Agenda item #4b  
Consent Items: Bills Paid and Presented for Approval

---

## STAFF RECOMMENDATION

Updated Report Only. Receive and File

## STAFF REPORT:

Staff issued 43 checks and 8 EFT's totaling \$180,786.98

Total Cash Available:	<u>04/01/24</u>	<u>03/18/24</u>
Cash	\$ 7,382,761.83	\$ 7,382,329.31
Checks/EFT's Issued	\$ 180,786.98	\$ 123,340.22

## INVESTMENT REPORT:

The Investment Report shows the status of the invested District funds. March 2024 interest rates were 5.4210% for CA Class, and 5.05% CBB Trust. Data not available for LAIF. Total interest earned March 2024 on CA Class account was \$12,213.72.



Helendale CSD

# Bills Paid and Presented for Approval

## Transaction Detail

Issued Date Range: 03/18/2024 - 04/01/2024

Cleared Date Range: -

Issued Date	Number	Description	Amount	Type	Module
<b>Bank Account: 211102187 - CBB Checking</b>					
03/19/2024	<a href="#">27657</a>	Void Check	0.00	Check	Accounts Payable
03/19/2024	<a href="#">27658</a>	Void Check	0.00	Check	Accounts Payable
03/19/2024	<a href="#">27659</a>	Void Check	0.00	Check	Accounts Payable
03/19/2024	<a href="#">27660</a>	Void Check	0.00	Check	Accounts Payable
03/19/2024	<a href="#">27661</a>	Void Check	0.00	Check	Accounts Payable
03/19/2024	<a href="#">27662</a>	Void Check	0.00	Check	Accounts Payable
03/19/2024	<a href="#">27663</a>	Void Check	0.00	Check	Accounts Payable
03/19/2024	<a href="#">27664</a>	Void Check	0.00	Check	Accounts Payable
03/19/2024	<a href="#">27665</a>	Void Check	0.00	Check	Accounts Payable
03/19/2024	<a href="#">27666</a>	Void Check	0.00	Check	Accounts Payable
03/19/2024	<a href="#">27667</a>	ACI Payments, Inc	-56.50	Check	Accounts Payable
03/19/2024	<a href="#">27668</a>	Beck Oil Inc	-1,110.35	Check	Accounts Payable
03/19/2024	<a href="#">27669</a>	Burrtec Waste Industries Inc	-1,261.39	Check	Accounts Payable
03/19/2024	<a href="#">27670</a>	County of San Bernardino, Environmental Health Services	-570.00	Check	Accounts Payable
03/19/2024	<a href="#">27671</a>	County of San Bernardino, Solid Waste Mgmt. Div.	-572.24	Check	Accounts Payable
03/19/2024	<a href="#">27672</a>	Frontier Communications	-103.25	Check	Accounts Payable
03/19/2024	<a href="#">27673</a>	Greg Pearring	-500.00	Check	Accounts Payable
03/19/2024	<a href="#">27674</a>	Jonathan A. Escobar	-285.00	Check	Accounts Payable
03/19/2024	<a href="#">27675</a>	Stericyclcle, Inc	-104.76	Check	Accounts Payable
03/19/2024	<a href="#">27676</a>	Trini Martin	-1,000.00	Check	Accounts Payable
03/20/2024	<a href="#">27677</a>	Core & Main LP	-503.68	Check	Accounts Payable
03/21/2024	<a href="#">27678</a>	Burrtec Waste Group, Inc	-24,873.13	Check	Accounts Payable
03/21/2024	<a href="#">27679</a>	Burrtec Waste Group, Inc	-57,403.43	Check	Accounts Payable
03/21/2024	<a href="#">27680</a>	Burrtec Waste Group, Inc	-57,197.94	Check	Accounts Payable
03/21/2024	<a href="#">27681</a>	Ryan Herco Products Corp	-417.59	Check	Accounts Payable
03/21/2024	<a href="#">27682</a>	San Bernardino County Fire Protection District	-10.00	Check	Accounts Payable
03/21/2024	<a href="#">27683</a>	Stericyclcle, Inc	-185.55	Check	Accounts Payable
03/21/2024	<a href="#">27684</a>	Underground Service Alert of Southern Cakifornia	-76.50	Check	Accounts Payable
03/21/2024	<a href="#">27685</a>	Underground Service Alert of Southern Cakifornia	-111.50	Check	Accounts Payable
03/21/2024	<a href="#">27686</a>	DAWN SMITH	-118.18	Check	Utility Billing
03/21/2024	<a href="#">27687</a>	GABRIEL MARTINEZ	-64.26	Check	Utility Billing
03/21/2024	<a href="#">27688</a>	LISA A. CHATLOS	-183.90	Check	Utility Billing
03/21/2024	<a href="#">27689</a>	PETER RAQUIZA	-375.03	Check	Utility Billing
03/21/2024	<a href="#">27690</a>	JAY KIM	-399.00	Check	Utility Billing
03/27/2024	<a href="#">27691</a>	Cardmember Services	-1,289.41	Check	Accounts Payable
03/27/2024	<a href="#">27692</a>	Home Depot Credit Services	-832.15	Check	Accounts Payable
03/27/2024	<a href="#">27693</a>	Lowe's Inc.	-870.74	Check	Accounts Payable
03/27/2024	<a href="#">27694</a>	USA Blue Book	-354.60	Check	Accounts Payable
03/27/2024	<a href="#">27695</a>	Verizon Wireless	-790.27	Check	Accounts Payable
03/27/2024	<a href="#">27696</a>	Verizon Wireless	-106.32	Check	Accounts Payable
03/27/2024	<a href="#">27697</a>	Victorville Glass Co, Inc	-7,580.83	Check	Accounts Payable
03/28/2024	<a href="#">27698</a>	California State Disbursement Unit	-230.76	Check	Accounts Payable
03/28/2024	<a href="#">27699</a>	State of California - Franchise Tax Board	-150.00	Check	Accounts Payable
03/21/2024	<a href="#">EFT0004949</a>	SCE Street Lighting Acct # 700013030275	-1,746.99	EFT	General Ledger
03/27/2024	<a href="#">EFT0004950</a>	SCE ACH Sod Farm Acct 700255337588	-1,149.89	EFT	General Ledger
03/21/2024	<a href="#">EFT0004952</a>	SCE ACH Park Wellheads Acct 700448234519	-385.21	EFT	General Ledger

## Bank Transaction Report

Issued Date	Number	Description	Amount	Type	Module
03/25/2024	<a href="#">EFT0004960</a>	CalPERS Classic Pmt PPE 2/25/24	-9,468.97	EFT	General Ledger
03/25/2024	<a href="#">EFT0004961</a>	CalPERS PEPRA Pmt PPE 2/25/24	-2,282.13	EFT	General Ledger
04/01/2024	<a href="#">EFT0004966</a>	SCE ACH Well 6,7,8,9 & 2 Acct 700620711734	-444.08	EFT	General Ledger
03/29/2024	<a href="#">EFT0004975</a>	CalPERS 457 Pmt PPE 3/24/24	-4,711.07	EFT	General Ledger
03/18/2024	<a href="#">EFT0004977</a>	To record Tasc Flex Claim Pmt PPE 3/10/24	-910.38	EFT	General Ledger
			<b>Bank Account 211102187 Total: (51)</b>		<b>-180,786.98</b>
			<b>Report Total: (51)</b>		<b>-180,786.98</b>

# Summary

**Bank Account**

[211102187 CBB Checking](#)

Count	Amount
51	-180,786.98
<b>Report Total:</b>	<b>-180,786.98</b>

**Cash Account**

**\*\*No Cash Account\*\***

[99 99-111000 Cash in CBB - Checking](#)

Count	Amount
10	0.00
41	-180,786.98
<b>Report Total:</b>	<b>-180,786.98</b>

**Transaction Type**

Transaction Type	Count	Amount
Check	43	-159,688.26
EFT	8	-21,098.72
<b>Report Total:</b>	<b>51</b>	<b>-180,786.98</b>



# Helendale Community Services District

Date: April 4, 2024  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
BY: Eide Bailly, Accounting Support Services  
SUBJECT: Agenda item #4c  
February Financial Report

---





**Helendale CSD**  
**Statement of Revenues and Expenses - Water**  
**As of February 29, 2024**  
**(Unaudited)**

Preliminary Results - Subject to Change

	February 2024	YTD Actual	Budget	67% of Budget	PYTD
<b>1 Operating Revenues</b>					
2 Meter Charges	\$ 134,804	\$ 1,078,687	\$ 1,591,123	68%	\$ 1,073,851
3 Water Sales	12,609	569,080	912,051	62%	631,857
4 Standby Charges	463	27,098	30,228	90%	16,389
5 Other Operating Revenue	23,371	110,495	83,823	132%	71,943
<b>6 Total Operating Revenues</b>	<b>171,247</b>	<b>1,785,360</b>	<b>2,617,225</b>	<b>68%</b>	<b>1,794,041</b>
<b>7 Non-Operating Revenues</b>					
8 Grant Revenue	-	-	-	0%	-
9 Miscellaneous Income (Expense)	77	1,722	-	0%	(16)
<b>10 Total Non-Operating Revenues</b>	<b>77</b>	<b>1,722</b>	<b>-</b>	<b>0%</b>	<b>(10,016)</b>
<b>11 Total Revenues</b>	<b>171,324</b>	<b>1,787,083</b>	<b>2,617,225</b>	<b>68%</b>	<b>1,784,025</b>
<b>12 Expenses</b>					
<b>13 Salaries &amp; Benefits</b>					
14 Salaries	32,114	271,767	421,896	64%	255,446
15 Benefits	11,162	95,531	138,780	69%	95,150
<b>16 Total Salaries &amp; Benefits</b>	<b>43,276</b>	<b>367,299</b>	<b>560,676</b>	<b>66%</b>	<b>350,596</b>
<b>17 Transmission &amp; Distribution</b>					
18 Contractual Services	917	22,959	56,607	41%	40,493
19 Power	18,854	148,890	209,725	71%	99,362
20 Operations & Maintenance	8,161	71,983	153,000	47%	83,845
21 Rent/Lease Expense	800	6,400	11,490	56%	8,290
22 Permits & Fees	8,672	36,649	40,100	91%	29,925
<b>23 Total T&amp;D</b>	<b>37,403</b>	<b>286,880</b>	<b>470,922</b>	<b>61%</b>	<b>261,915</b>
<b>24 General &amp; Administrative</b>					
25 Utilities	332	2,547	3,928	65%	2,639
26 Office & Other Expenses	-	179	5,750	3%	1,628
27 Admin Allocation	52,307	418,457	627,686	67%	430,684
<b>28 Total G&amp;A</b>	<b>52,639</b>	<b>421,184</b>	<b>637,364</b>	<b>66%</b>	<b>434,951</b>
29 Debt Service	-	322,602	346,313	93%	507,602
<b>30 Total Expenses</b>	<b>133,319</b>	<b>1,397,964</b>	<b>2,015,275</b>	<b>69%</b>	<b>1,555,064</b>
<b>31 Net Income (Loss) Before Capital</b>	<b>38,005</b>	<b>389,119</b>	<b>601,950</b>	<b>65%</b>	<b>228,961</b>
32 Sale or Lease of Water Rights	-	19,938	-	N/A	10,199
33 Capital Expenses	(62,837)	(241,301)	(1,792,000)	13%	(542,104)
<b>34 Net Income (Loss) After Capital</b>	<b>\$ (24,832)</b>	<b>\$ 167,755</b>	<b>\$ (1,190,050)</b>		<b>\$ (302,944)</b>

\*No assurance provided on these financial statements. These financial statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States not included.

**Helendale CSD**  
*Financial Statement Analysis*  
**Preliminary – No Year End Audit Adjustments**  
For the Month Ended February 29, 2024 – 67% of Fiscal Year

**Fund 01-Water Revenues and Expenses**

**Line 2 Meter Charges:** Includes fixed monthly charge for water service. Year-to-date (YTD) meter charges is trending in line with budget.

**Line 3 Water Sales:** Includes water consumption charges. YTD is trending under budget at 62% due to lower than expected consumption YTD.

**Line 4 Standby Charges:** Includes special assessment standby charges for the current & prior years and delinquent standby penalties. Most of these revenues are received in November, December, and April. YTD is at 90% of budget.

**Line 5 Other Operating Revenue:** Includes permit & inspection charges, connection fees, meter installation fees, other fees/charges, and mechanic service reimbursements. Connection and meter installation fees are budgeted conservatively due to the unexpected nature of these fees. YTD is over budget due to the high volume of connection, meter installation, water supply and delinquent fees.

**Line 8 Grant Revenue:** There is no grant activity planned for FY 24.

**Line 9 Miscellaneous Income (Expense):** Includes gain or loss on sale of assets, the Enel X Demand Response Program and other miscellaneous income. YTD activity includes \$1.7K in miscellaneous income for old credit balance write offs and rebates.

**Line 14 Salaries:** Includes salaries for water employees. YTD is trending in line with budget.

**Line 15 Benefits:** Includes health insurance, CalPERS retirement, worker's compensation insurance, payroll taxes, and employee education and trainings. YTD is trending in line with budget.

**Line 18 Contractual Services:** Includes lab testing, engineering, geographic information system (GIS) support & other contract services. YTD can trend under or over budget due to the timing of services needed. YTD is at 41% of budget.

**Line 19 Power:** Includes electricity usage for transmission & distribution. YTD is trending over budget due at 71% due to increased electric use.

**Line 20 Operations & Maintenance:** Includes operations & maintenance expenses, uniforms, vehicle maintenance and vehicle fuel. YTD can trend over/under budget due to need and the timing of services. YTD is trending under budget at 47%.

**Line 21 Rent/Lease Expense:** Includes rental costs for the water shop and Bureau of Land Management (BLM) tank sites. YTD is trending under budget at 56% due to the timing of rent collection for BLM tank sites normally paid in the second quarter of the FY.

**Line 22 Permits & Fees:** Includes all water permits, miscellaneous fees, and Watermaster fees. YTD can trend over/under budget due to the timing of permits and fee payments. YTD is trending at 91% of budget due to the timing of annual fees paid.

**Line 25 Utilities (G&A):** Includes gas and telephone expenses. YTD is trending in line with budget.

**Line 26 Office & Other Expenses:** Includes mileage/travel reimbursements, office supplies, water conservation program and dues/subscriptions. These expenses are on an as-needed basis and can trend over/under budget. YTD is trending under budget at 3%.

**Line 27 Admin Allocation:** This is the monthly distribution of the budgeted Administration Fund (Fund 10) expenses to the enterprise funds.

**Line 29 Debt Service:** Includes interest & principal payments on outstanding debt. YTD can trend over/under budget due to the timing of payments. Payments are due in August, December, February, and June.

**Line 32 Sale or Lease of Water Rights:** YTD activity includes the sale of replenishment water to the Silver Lakes Association.

**Line 33 Capital Expenses:** YTD balance in capital expenses includes the following:

- \$1.3K – Interior Completion of Maintenance Building
- \$14.5K – New Well Pipeline
- \$16.8K – Electrical Well 13
- \$113.1K – AMI Meters
- \$62.6K – Service Truck
- \$33K – Water Rights



**Helendale CSD**  
**Statement of Revenues and Expenses - Sewer**  
**As of February 29, 2024**  
**(Unaudited)**  
**Preliminary Results - Subject to Change**

	February 2024	YTD Actual	Budget	67% of Budget	PYTD
<b>1 Operating Revenues</b>					
2 Sewer Charges	\$ 152,209	\$ 1,217,544	\$ 1,825,577	67%	\$ 1,095,684
3 Standby Charges	463	24,939	25,907	96%	14,013
4 Other Fees & Charges	9,415	46,714	28,760	162%	24,886
5 Interfund Transfer In/(Out)	3,508	28,067	42,100	67%	28,067
6 Other Income/(Expense)	77	77	-	0%	-
<b>7 Total Revenues</b>	<b>165,673</b>	<b>1,317,340</b>	<b>1,922,344</b>	<b>69%</b>	<b>1,162,650</b>
<b>8 Expenses</b>					
<b>9 Salaries &amp; Benefits</b>					
10 Salaries	23,478	206,857	385,417	54%	199,438
11 Benefits	9,167	76,313	128,651	59%	79,932
<b>12 Total Salaries &amp; Benefits</b>	<b>32,644</b>	<b>283,171</b>	<b>514,068</b>	<b>55%</b>	<b>279,371</b>
<b>13 Sewer Operations</b>					
14 Contractual Services	8,667	32,647	113,720	29%	55,058
15 Power	9,816	88,411	102,000	87%	61,271
16 Operations & Maintenance	7,733	64,318	59,800	108%	34,912
17 Permits & Fees	-	34,866	40,000	87%	32,086
<b>18 Total Sewer Operations</b>	<b>26,216</b>	<b>220,242</b>	<b>315,520</b>	<b>70%</b>	<b>183,328</b>
<b>19 General &amp; Administrative</b>					
20 Utilities	624	3,577	5,505	65%	2,777
21 Office & Other Expenses	3,802	14,841	17,760	84%	6,225
22 Admin Allocation	51,261	410,088	615,132	67%	422,070
<b>23 Total G&amp;A</b>	<b>55,687</b>	<b>428,507</b>	<b>638,397</b>	<b>67%</b>	<b>431,071</b>
24 Debt Service	-	51,061	102,123	50%	51,061
<b>25 Total Expenses</b>	<b>114,548</b>	<b>982,981</b>	<b>1,570,108</b>	<b>63%</b>	<b>944,831</b>
<b>26 Net Income (Loss) Before Capital</b>	<b>51,125</b>	<b>334,360</b>	<b>352,236</b>	<b>95%</b>	<b>217,819</b>
27 Capital Expenses	(9,073)	(25,614)	(845,000)	3%	(69,239)
<b>28 Net Income (Loss) After Capital</b>	<b>\$ 42,052</b>	<b>\$ 308,745</b>	<b>\$ (492,764)</b>		<b>\$ 148,580</b>

\*No assurance provided on these financial statements. These financial statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States not included.

## **Fund 02-Sewer Revenues and Expenses**

**Line 2 Sewer Charges:** Includes the monthly charge for sewer services. YTD is trending in line with budget.

**Line 3 Standby Charges:** Includes special assessment standby charges for the current & prior years and delinquent standby penalties. Most of these revenues are received in November, December, and April. YTD is trending over budget at 96%.

**Line 4 Other Fees & Charges:** Includes permit & inspection charges, connection fees, other fees, and charges. YTD is over budget due to higher permits and inspection, connection, and delinquent fees than anticipated.

**Line 5 Interfund Transfer In/(Out):** This line includes the monthly repayment of the interfund loan from Sewer to Parks.

**Line 6 Other Income/(Expense):** Includes gain or loss on sale of assets and other miscellaneous income. YTD activity includes a miscellaneous rebate.

**Line 10 Salaries:** Includes salaries for all sewer employees. YTD is trending under budget at 54% due to a budgeted position that has gone unfilled.

**Line 11 Benefits:** Includes employee insurance, PERS retirement, workers compensation, payroll taxes, and education & training. YTD is trending under budget at 59%.

**Line 14 Contractual Services:** Includes lab testing, engineering, GIS support & other contractual services. YTD is trending under budget at 29% due to timing of services.

**Line 15 Power:** Includes electricity used for Sewer. YTD is trending over budget at 87% due to increased electric use.

**Line 16 Operations & Maintenance:** Includes compost disposal, vehicle maintenance, vehicle fuel, uniforms, small tools, and salaries for mechanics. YTD is over budget due to \$20K in generator repairs and \$4.6K for flow meter maintenance.

**Line 17 Permits and Fees:** Includes all annual permits and fees paid to the state. YTD can trend over/under budget due to the timing of permits and fee payments. YTD is trending over budget at 87% due to the timing of annual fees paid.

**Line 20 Utilities (G&A):** Includes gas, water, and telephone expenses. YTD is trending in line with budget.

**Line 21 Office & Other Expenses:** Includes mileage/travel reimbursements, office supplies, water conservation program, and dues & subscriptions. These expenses are on an as-needed basis and can trend over/under budget. YTD is trending over budget at 84% due to the timing of supply purchases.

**Line 22 Admin Allocation:** This is the monthly distribution of the budgeted Administration Fund (Fund 10) expenses to the enterprise funds.

**Line 24 Debt Service:** Includes interest & principal payments on outstanding debt. YTD can trend over/under budget due to the timing of payments. Payments occur bi-annually in December and June.

**Line 27 Capital Expenses:** YTD balance in capital expenses includes the following:

- \$15.3K – Secondary Irrigation Pump Project
- \$1.3K – Interior Completion of Maintenance Building
- \$9.1K – Stainless Steel Lids at Lift Station



**Helendale CSD**  
**Statement of Revenues and Expenses - Recycling Center**  
**As of February 29, 2024**  
**(Unaudited)**  
**Preliminary Results - Subject to Change**

	February 2024	YTD Actual	Budget	67% of Budget	PYTD
<b>1 Operating Revenues</b>					
2 Retail Sales	\$ 24,844	\$ 186,762	\$ 325,000	57%	\$ 219,722
3 Donations	-	-	-	0%	-
4 Board Discretionary Revenue	-	-	-	0%	-
5 Miscellaneous Income (Expense)	-	-	-	0%	-
<b>6 Total Revenues</b>	<b>24,844</b>	<b>186,762</b>	<b>325,000</b>	<b>57%</b>	<b>219,722</b>
<b>7 Expenses</b>					
<b>8 Salaries &amp; Benefits</b>					
9 Salaries	10,642	111,062	209,654	53%	109,041
10 Benefits	2,253	18,515	35,312	52%	15,355
<b>11 Total Salaries &amp; Benefits</b>	<b>12,895</b>	<b>129,577</b>	<b>244,966</b>	<b>53%</b>	<b>124,396</b>
<b>12 Recycling Center Operations</b>					
13 Contractual Services	-	9,762	2,500	390%	-
14 Operations & Maintenance	459	6,607	14,250	46%	13,493
<b>15 Total Recycling Center Operations</b>	<b>459</b>	<b>16,369</b>	<b>16,750</b>	<b>98%</b>	<b>13,493</b>
<b>16 General &amp; Administrative</b>					
17 Utilities	162	8,672	10,400	83%	5,392
18 Office & Other Expenses	769	4,915	6,100	81%	3,685
<b>19 Total G&amp;A</b>	<b>931</b>	<b>13,586</b>	<b>16,500</b>	<b>82%</b>	<b>9,077</b>
<b>20 Total Expenses</b>	<b>14,284</b>	<b>159,532</b>	<b>278,216</b>	<b>57%</b>	<b>146,966</b>
<b>21 Net Income (Loss) Before Capital</b>	<b>10,560</b>	<b>27,230</b>	<b>46,784</b>	<b>58%</b>	<b>72,757</b>
22 Capital Expenses	-	-	-	-	-
<b>23 Net Income (Loss) After Capital</b>	<b>\$ 10,560</b>	<b>\$ 27,230</b>	<b>\$ 46,784</b>	<b>58%</b>	<b>\$ 72,757</b>

\*No assurance provided on these financial statements. These financial statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States not included.

### ***Fund 03-Recycling Center Revenues and Expenses***

**Line 2 Retail Sales:** Includes sales revenues from the Thrift Store. YTD is trending under budget at 57%.

**Line 3 Donations:** Donations are not budgeted for due to the unexpected nature of these revenues.

**Line 4 Board Discretionary Revenue:** This line shows the transfer of net cash from the Recycling Center (Fund 03) to the Parks & Recreation Fund (Fund 05). This transfer is done at year-end for the audit.

**Line 5 Miscellaneous Income/(Expense):** Includes gain or loss on sale of assets and other miscellaneous income. There was no activity YTD.

**Line 9 Salaries:** Salaries for all part-time recycling center employees and full-time supervisor. YTD is trending under budget at 53% due to less part-time salaries than anticipated.

**Line 10 Benefits:** Includes employee insurance, workers compensation, payroll taxes, and education & training. YTD is trending under budget at 52% due to lower staffing levels.

**Line 13 Contractual Services:** Includes software support and other contract services. Services are on an as-needed basis. YTD can trend under or over budget due to the timing of services needed. YTD is over budget due to the purchase and installation of two evaporative coolers.

**Line 14 Operations & Maintenance:** Includes vehicle maintenance, vehicle fuel, operating supplies, and uniforms. YTD can trend over/under budget due to need and the timing of services. YTD is trending under budget at 46%.

**Line 17 Utilities (G&A):** Includes electric and telephone expenses. YTD is trending over budget at 83% due to higher than anticipated electric use.

**Line 18 Office & Other Expenses:** Includes advertising, bank charges and other miscellaneous expenses. YTD is trending over budget at 81% due higher bank charges than anticipated.

**Line 21 Net Income:** Net income in the Recycling Center is moved to Parks & Recreation Fund (Fund 5) at year-end during the audit through Board Discretionary Revenue.



**Helendale CSD**  
**Statement of Revenues and Expenses - Property Rental**  
**As of February 29, 2024**  
**(Unaudited)**  
**Preliminary Results - Subject to Change**

	February 2024	YTD Actual	Budget	67% of Budget	PYTD
<b>1 Operating Revenues</b>					
2 Property Rental Revenues	\$ 11,940	\$ 86,985	\$ 132,348	66%	\$ 78,720
3 Other Income	200	230	-	0%	300
4 Board Discretionary Revenue	-	-	-	0%	-
<b>5 Total Revenues</b>	<b>12,140</b>	<b>87,215</b>	<b>132,348</b>	<b>66%</b>	<b>79,020</b>
<b>6 Expenses</b>					
7 Contractual Services	-	5,600	10,000	56%	-
8 Utilities	1,466	11,653	15,815	74%	9,709
9 Operations & Maintenance	660	7,995	13,400	60%	5,267
10 Debt Service	-	26,544	53,089	50%	26,544
<b>11 Total Expenses</b>	<b>2,125</b>	<b>51,791</b>	<b>92,304</b>	<b>56%</b>	<b>41,519</b>
<b>12 Net Income (Loss)</b>	<b>\$ 10,015</b>	<b>\$ 35,424</b>	<b>\$ 40,044</b>	<b>88%</b>	<b>\$ 37,501</b>

\*No assurance provided on these financial statements. These financial statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States not included.



**Fund 04-Property Rental Revenues and Expenses**

**Line 2 Property Rental Revenues:** Includes revenue for 15302 Smithson and 15425 Wild Road properties. YTD is trending in line with budget.

**Line 3 Other Income:** Includes penalties and other miscellaneous income; due to the unexpected nature of these revenues these accounts are not budgeted.

**Line 4 Board Discretionary Revenue:** This line shows the transfer of net cash from the Property Rental Fund (Fund 04) to Parks & Recreation Fund (Fund 05) at year-end during the audit.

**Line 7 Contractual Services:** Includes contractor and handyman expenses for installation of appliances, drywall repair, roofing, or plumbing repairs. YTD can trend under or over budget due to the timing of services needed. YTD is at 56% of budget.

**Line 8 Utilities:** Includes electric & gas expense for the rental properties. YTD is trending over budget at 74% due to higher than anticipated electric use.

**Line 9 Operations & Maintenance:** Includes maintenance and other costs relating to the rental properties. YTD can trend over/under budget due to need and the timing of services. YTD is at 60% of budget.

**Line 10 Debt Service:** Includes interest and principal payments on outstanding debt. YTD can trend over/under budget due to the timing of payments. Payments occur bi-annually in December and June.

**Line 12 Net Income:** Net income in the Property Rental Fund (Fund 04) is moved to the Parks & Recreation Fund (Fund 05) through Board discretionary revenue at year-end for the audit.



**Helendale CSD**  
**Statement of Revenues and Expenses - Parks & Recreation**  
**As of February 29, 2024**  
**(Unaudited)**  
**Preliminary Results - Subject to Change**

	February 2024	YTD Actual	Budget	67% of Budget	PYTD
<b>1 Operating Revenues</b>					
2 Program Fees	\$ 2,069	\$ 45,574	\$ 34,600	132%	\$ 42,558
3 Property Taxes	1,747	13,684	21,600	63%	12,789
4 Donations & Sponsorships	6,450	17,164	-	0%	4,235
5 Rental Income	1,615	17,535	24,075	73%	19,348
6 Developer Impact Fees	3,440	12,040	3,440	350%	5,160
7 Grants	-	-	-	0%	-
8 Interfund Transfer In/(Out)	(3,508)	(28,067)	(42,100)	67%	(28,067)
9 Board Discretionary Revenue	28,135	293,028	445,766	66%	261,165
10 Miscellaneous Income (Expense)	33,645	35,569	-	N/A	895
<b>11 Total Revenues</b>	<b>73,592</b>	<b>406,528</b>	<b>487,381</b>	<b>83%</b>	<b>318,083</b>
<b>12 Expenses</b>					
<b>13 Salaries &amp; Benefits</b>					
14 Salaries	5,664	52,045	84,355	62%	63,140
15 Benefits	377	14,737	35,105	42%	30,293
<b>16 Total Salaries &amp; Benefits</b>	<b>6,041</b>	<b>66,782</b>	<b>119,460</b>	<b>56%</b>	<b>93,433</b>
17 Program Expense	2,042	51,077	76,565	67%	53,222
18 Contractual Services	-	5,535	22,732	24%	11,416
19 Utilities	5,933	54,756	58,690	93%	45,976
20 Operations & Maintenance	4,982	39,789	24,089	165%	20,522
21 Permits & Fees	1,082	1,082	2,333	46%	1,680
22 Grant Expense	-	-	-	0%	-
23 Other Expenses	-	1,478	1,355	109%	905
<b>24 Total Expenses</b>	<b>20,079</b>	<b>220,500</b>	<b>305,224</b>	<b>72%</b>	<b>227,154</b>
<b>25 Net Income (Loss) Before Capital</b>	<b>53,513</b>	<b>186,028</b>	<b>182,157</b>	<b>102%</b>	<b>90,929</b>
26 Capital Expenses	-	(346,573)	(640,000)	54%	(5,500)
<b>27 Net Income (Loss) After Capital</b>	<b>\$ 53,513</b>	<b>\$ (160,545)</b>	<b>\$ (457,843)</b>	<b>35%</b>	<b>\$ 85,429</b>

\*No assurance provided on these financial statements. These financial statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States not included.

## **Fund 05-Parks & Recreation Revenues and Expenses**

**Line 2 Program Fees:** Includes recreation program fees, basketball league fees, youth soccer league fees and farmer's market revenue. YTD is over budget due to more youth soccer, flag football, basketball, and farmer's market revenues received than anticipated.

**Line 3 Property Taxes:** Includes the transfer of property taxes for streetlight utility expenses. YTD is trending below budget at 63% due to lower than expected streetlight costs.

**Line 4 Donations & Sponsorships:** Includes concert in the park sponsorships, event sponsorships and other donations/sponsorships. YTD activity includes a \$5.1K Parks & Recreation donation and \$12K for concert, event, soccer, flag football, and basketball sponsorships.

**Line 5 Rental Income:** Includes rental income from the water shop, storage for the recycling center, community center room rental, church rental, and gymnastics rental. YTD can trend over/under budget depending on needs of rentals. YTD is trending over budget at 73% due to the timing of annual field use revenue.

**Line 6 Developer Impact Fees:** Includes park development impact fees charged to new developments. This account is budgeted based on known development. As such, this account will go over budget if more development takes place. YTD is over budget as development has exceeded anticipated levels.

**Line 7 Grant Revenue:** There is no grant activity planned for FY 24.

**Line 8 Interfund Transfer Out/(In):** This line shows the year end transfer of cash balance from the Recycling Center (Fund 03) and Property Rental (Fund 04) to the Parks & Recreation Fund (Fund 05), as well as the monthly repayment of the interfund loan from Sewer to Parks.

**Line 9 Board Discretionary:** Board Discretionary Revenue in February includes the following:

- Radio Tower Site Rent – \$13,638
- Property Taxes – \$5,345
- Solid Waste Franchise Fees – \$10,899
- Transfer Property Tax Revenue for Street Light Utilities – \$(1,747)

**Line 10 Miscellaneous Income/(Expense):** Includes gain or loss on sale of assets and other miscellaneous income. YTD includes receipts for damage on park premises, room rental deposit reimbursements, and a reimbursement for prior year dog park utilities overpaid due to a faulty meter.

**Line 14 Salaries:** Includes full and part-time Parks and Recreation employees. YTD is trending below budget at 62% due to reclassifying staff across departments.

**Line 15 Benefits:** Includes health insurance, CalPERS retirement, worker's compensation insurance, payroll taxes, and employee education & trainings. YTD is trending under budget at 42%.

**Line 17 Program Expense:** Includes supplies and expenses for the youth soccer league, park, community center, Farmer's Market, and other programs. YTD is trending in line with budget.

**Line 18 Contractual Services:** Includes software support and other contract services. These expenses are on an as-needed basis and can trend over/under budget. YTD is trending under budget at 24%.

**Line 19 Utilities:** Includes gas and electric for parks and the community center, along with telephone & electricity for street lighting. YTD is trending over budget at 93% due to higher electric, water, and sewer costs than anticipated.

**Line 20 Operations & Maintenance:** Includes vehicle maintenance, small tools, vehicle fuel and building repair for the park and community center. YTD can trend over/under budget due to need and the timing of services. YTD is over budget due to several expenses:

- \$7.6K fire pump repair
- \$4.3K evaporative cooler maintenance
- \$3.2K FRP bathroom installation
- \$2.2K roof bracing
- \$2.2K genie lift repair

**Line 21 Permits & Fees:** Includes permit and inspection fees, along with San Bernardino County fees. YTD can trend over/under budget due to the timing of permits and fee payments. YTD is trending under budget at 46%.

**Line 22 Grant Expense:** There is no grant activity planned for FY 24.

**Line 23 Other Expenses:** Includes uniforms, printing costs, dues & subscriptions, and bank charges. YTD is over budget due to more uniform purchases than anticipated.

**Line 26 Capital Expenses:** YTD balance in capital expenses includes the following:

- \$18.3K – Community Center Parking Lot Resurfacing
- \$328.3K – Community Center Roof Replacement



**Helendale CSD**  
**Statement of Revenues and Expenses - Solid Waste Disposal**  
**As of February 29, 2024**  
**(Unaudited)**  
**Preliminary Results - Subject to Change**

	February 2024	YTD Actual	Budget	67% of Budget	PYTD
<b>1 Operating Revenues</b>					
2 Charges for Services	\$ 58,815	\$ 461,952	\$ 777,772	59%	\$ 402,429
3 Assessments & Fees	2,714	135,131	237,220	57%	134,656
4 Other Charges	2,183	24,851	25,518	97%	16,102
5 Board Discretionary Revenue	-	-	-	0%	-
6 Miscellaneous Income (Expense)	-	-	-	0%	-
<b>7 Total Revenues</b>	<b>63,712</b>	<b>621,934</b>	<b>1,040,510</b>	<b>60%</b>	<b>553,188</b>
<b>8 Expenses</b>					
<b>9 Salaries &amp; Benefits</b>					
10 Salaries	6,561	58,105	85,565	68%	58,343
11 Benefits	1,810	24,417	31,970	76%	30,658
<b>12 Total Salaries &amp; Benefits</b>	<b>8,370</b>	<b>82,522</b>	<b>117,535</b>	<b>70%</b>	<b>89,001</b>
13 Contractual Services	57,158	392,106	734,677	53%	299,395
14 Disposal Fees	17,862	108,935	165,000	66%	100,119
15 Operations & Maintenance	132	2,274	4,750	48%	3,038
16 Other Operating Expenses	73	1,813	4,340	42%	1,671
17 Admin Allocation	1,046	8,369	12,554	67%	8,614
<b>18 Total Expenses</b>	<b>84,641</b>	<b>596,019</b>	<b>1,038,856</b>	<b>57%</b>	<b>501,838</b>
<b>19 Net Income (Loss)</b>	<b>\$ (20,929)</b>	<b>\$ 25,915</b>	<b>\$ 1,654</b>		<b>\$ 51,349</b>

\*No assurance provided on these financial statements. These financial statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States not included.

## ***Fund 06-Solid Waste Disposal Revenues and Expenses***

**Line 2 Charges for Services – Solid Waste:** Includes regular pick up of solid waste. YTD is trending under budget at 59% due to the timing of receipt of franchise fees.

**Line 3 Assessment & Fees:** Includes special assessments for refuse land use fees for current & prior years. YTD can trend over/under budget due to the timing of receipts which are usually received in April and December. YTD is at 57%.

**Line 4 Other Charges:** Includes delinquent fees and penalties on delinquent taxes. YTD is trending over budget at 97% due to more delinquent fees and recycling revenue than anticipated.

**Line 5 Board Discretionary Revenue:** This is the amount that would be transferred in from discretionary funds if this fund operates at a deficit for the FY.

**Line 6 Miscellaneous Income/(Expense):** Includes gain or loss on sale of assets and other miscellaneous income. There is no activity YTD.

**Line 10 Salaries:** Includes salaries for solid waste employees. YTD is trending in line with budget.

**Line 11 Benefits:** Includes employee insurance, CalPERS retirement, workers compensation, payroll taxes, and education & training. YTD is trending over budget at 76% due to retirement expenses not anticipated in the budget.

**Line 13 Contractual Services:** Includes Burrtec fees and other miscellaneous contract services. YTD can trend over/under budget due to need and the timing of services and fees. YTD is at 53% of budget.

**Line 14 Disposal Fees:** Includes San Bernardino County disposal fees and green waste disposal fees. YTD can trend over/under budget due to need and the timing of fees. YTD is trending in line with budget.

**Line 15 Operations & Maintenance:** Includes vehicle maintenance, vehicle fuel, operating supplies, and uniforms. YTD can trend over/under budget due to need and the timing of services. YTD is trending under budget at 48%.

**Line 16 Other Operating Expenses:** Includes rent for park storage, telephone, postage, event expenses, public outreach, printing, small tools, and bad debt expenses. YTD is trending under budget at 42%.

**Line 17 Admin Allocation:** This is the monthly distribution of the budgeted Administration Fund (Fund 10) expenses to the enterprise funds.



**Helendale CSD**  
**Statement of Revenues and Expenses - Administration**  
**As of February 29, 2024**  
**(Unaudited)**  
**Preliminary Results - Subject to Change**

	February 2024	YTD Actual	Budget	67% of Budget	PYTD
<b>1 Operating Revenues</b>					
2 Tower Rent	\$ 13,638	\$ 139,115	\$ 182,220	76%	\$ 129,490
3 Property Taxes	5,345	89,580	111,400	80%	78,064
4 Solid Waste Billing & Fees	17,757	132,142	187,010	71%	113,757
5 Fees & Charges	3,214	24,953	26,500	94%	19,323
6 Investment income	90	168,414	80,000	211%	55,712
7 Other Income	-	-	200	0%	29
8 Board Discretionary Revenue	(28,307)	(304,869)	(393,207)	78%	(273,954)
<b>9 Total Revenues</b>	<b>11,736</b>	<b>249,337</b>	<b>194,123</b>	<b>128%</b>	<b>122,419</b>
<b>10 Expenses</b>					
<b>11 Salaries &amp; Benefits</b>					
12 Salaries	50,320	451,448	654,410	69%	401,284
13 Benefits	20,400	203,530	277,317	73%	187,400
14 Directors' Fees	913	24,767	70,000	35%	44,079
<b>15 Total Salaries &amp; Benefits</b>	<b>71,633</b>	<b>679,745</b>	<b>1,001,727</b>	<b>68%</b>	<b>635,554</b>
16 Contractual Services	7,506	199,065	248,527	80%	193,065
17 Insurance	-	70,807	103,834	68%	67,824
18 Utilities	153	14,904	21,240	70%	12,861
19 Operations & Maintenance	173	1,500	3,900	38%	1,770
20 Permits & Fees	285	16,676	14,600	114%	12,947
21 Office & Other Expenses	5,820	52,812	55,668	95%	57,588
22 Election Expense	-	-	-	0%	-
23 Administrative Allocation	(104,614)	(836,915)	(1,255,372)	67%	(861,367)
<b>24 Total Expenses</b>	<b>(19,045)</b>	<b>198,594</b>	<b>194,123</b>	<b>102%</b>	<b>120,242</b>
<b>25 Net Income (Loss) Before Capital</b>	<b>30,781</b>	<b>50,743</b>	<b>-</b>		<b>2,178</b>
26 Capital Expenses	(65,004)	(69,758)	-	0%	(10,892)
<b>27 Net Income (Loss) After Capital</b>	<b>\$ (34,223)</b>	<b>\$ (19,015)</b>	<b>\$ -</b>		<b>\$ (8,715)</b>

\*No assurance provided on these financial statements. These financial statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States not included.

## **Fund 10-Administrative Revenues and Expenses**

**Line 2 Tower Rent:** Includes radio tower site rental fees. YTD is trending over budget at 76% due to the timing of annual Metro PCS rent payments received.

**Line 3 Property Taxes:** Includes current & prior property tax and penalties. YTD can trend over/under budget due to the timing of property tax collections, with a majority being received in December and April. YTD is trending over budget at 80%.

**Line 4 Solid Waste Billing & Fees:** Includes franchise fees and billing for solid waste. YTD is trending over budget at 71%.

**Line 5 Fees & Charges:** Includes credit card processing fees and other miscellaneous fees. YTD is trending over budget at 94% due to the large volume of credit card processing fees.

**Line 6 Investment Income:** Includes investment income and unrealized gain or loss on investments. YTD is over budget due to the investment in California Cooperative Liquid Assets Security System (CA CLASS) account yielding higher interest returns.

**Line 7 Other Income:** Other Income includes recycling revenues and other miscellaneous income. There is no activity YTD.

**Line 8 Board Discretionary Income:** Includes the transfer of the following for Parks and Recreation Fund (Fund 05):

- Radio Tower Site Rent – \$13,638
- Property Taxes – \$5,345
- Solid Waste Franchise Fees – \$10,899

**Line 12 Salaries:** Includes full time, part time & overtime for administrative employees. YTD is trending in line with budget.

**Line 13 Benefits:** Includes employee insurance, CalPERS retirement, workers compensation, payroll taxes, employee benefit & morale and education & training. YTD is trending over budget at 73% due to the timing of payment of CalPERS Unfunded Accrued Liability and retirement expenses not anticipated in the budget.

**Line 14 Directors' Fees:** Includes directors fees as well as directors training, seminars, and mileage expense. YTD is trending under budget at 35%.

**Line 16 Contractual Services:** Includes software support, legal services, and auditing & accounting services. YTD is trending over budget at 80% due to the timing of annual software support renewals, quarterly Insite transaction fees, and accounting services for the FY 23 audit.

**Line 17 Insurance:** Includes both general liability and vehicle insurance expenses. YTD is trending in line with budget.

**Line 18 Utilities:** Includes telephone and electricity expenses. YTD is trending in line with budget.

**Line 19 Operations & Maintenance:** Includes vehicle maintenance, vehicle fuel, mileage & travel reimbursement, uniforms, and equipment maintenance. YTD can trend over/under budget due to need and the timing of services. YTD is trending under budget at 38%.

**Line 20 Permits & Fees:** Includes the annual LAFCO fees, the GFOA application fee for the budget award, and San Bernardino County fees. YTD is over budget due to unanticipated LAFCO annexation fees.

**Line 21 Office & Other Expense:** Includes board meeting supplies, public relations, community promotion, bank charges, office supplies, postage, and dues & subscription. YTD is over budget at 95% due to the timing of annual dues renewals and supply purchases and higher bank charges than anticipated.



**Line 23 Admin Allocation:** This is the monthly distribution of the budgeted Administration Fund (Fund 10) expenses to the enterprise funds.

**Line 26 Capital Expenses:** YTD balance in capital expenses includes the following:

- \$4.8K – New server
- \$65K – New service truck



# Helendale Community Services District

---

DATE: April 4, 2024  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
SUBJECT: Agenda item #6  
Discussion and Possible Action Regarding Approval of Directors' Expense Reports

---

## **STAFF RECOMMENDATION**

None.


## **STAFF REPORT**

This matter is at the discretion of the Board. Included herein for the Board's consideration are expense reports submitted since the last Board meeting.

**FISCAL IMPACT:** NA  
**POSSIBLE MOTION:** At the discretion of the Board.  
**ATTACHMENTS:** Summary Spreadsheet  
Expense Reports

**BOARD COMPENSATION REPORT  
ROLLING 12-MONTHS**

Name	Title	Type	3 2023	4 2023	5 2023	6 2023	7 2023	8 2023	9 2023	10 2023	11 2023	12 2023	1 2024	2 2024	TOTAL
Spiller	President	Compensated	8	9	10	8	10	10	10	9	9	5	8	7	103
		Non-Comp							3	5	1	0	4	4	17
Clark	Vice President	Compensated	5	4	6	4	4	3	5	3	4	0	2	3	43
		Non-Comp										0	0	0	0
Haas	Secretary	Compensated	8	7	9	4	7	9	6	6	5	2	0	0	63
		Non-Comp										0	0	0	0
Cardenas	Director	Compensated	1	3	2	2	1	2	2	1	0	1	2	1	18
		Non-Comp							7	3	6	1	4	2	23

HELENDALE COMMUNITY SERVICES DISTRICT BOARD MEMBER EXPENSE VOUCHER									
Name		George Cardenas		Pay Period Endng		February 13, 2024			
Date	Expense Description/Explanation	Miles	Meals	Lodging	Other Expense	Reimburse Y/N	Phone Call Y/N	Expense Category	
Jan. 16, 2024	Event	Board Agenda item		\$	\$	\$	No <input type="checkbox"/>	No <input type="checkbox"/>	
	Description of Public Benefit	Personnel Policies and Procedures review and comments (3 hrs)							
Jan. 17, 2024	Event	Board agenda item		\$	\$	\$	No <input type="checkbox"/>	No <input type="checkbox"/>	
	Description of Public Benefit	Personnel Policies and Procedures, review and comments (4 hrs)							
Jan. 18, 2024	Event	Meeting w/ GM Mr. Cox		\$	\$	\$	No <input type="checkbox"/>	Yes <input type="checkbox"/>	G
	Description of Public Benefit	Board Agenda review and comments 2:00PM							
Jan. 18, 2024	Event	Board meeting		\$	\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>	A
	Description of Public Benefit	Board agenda discussion and action							
Jan. 25, 2024	Event	Special Board Meeting		\$	\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>	A
	Description of Public Benefit	Vacancy Appointment Procedures							
		<b>Total Miles</b>	<b>Total Meals</b>	<b>Total Lodging</b>	<b>Total Other Expense</b>	<b>Total # of Compensable Meetings</b>	<b>Meeting Total</b>	<b>Total</b>	
		\$ 0.00	\$ 0	\$ 0	\$ 0	2	\$ 300	\$ 300	
 Signature						February 13, 2024		Date	
Expense Categories									
A: Public Meeting governed by Brown Act				G: Meeting w/GM or Designee regarding District Operations					
B: Public Event *				H: Meeting w/auditors, attorney or consultant retained by District					
C: Representation at Public Meeting/Event *				I: Meeting of Local, State or Federal body w/jurisdiction affecting HCSD					
D: Representation on at 501C3 Board *				J: Meeting w/organization with interests in matters involving functions or					
E: Conference/seminar/Training Program related to District *				K: Meeting pre-approved by the Board of Directors					
F: Ad Hoc committee of the Board				* Written or verbal report required to be presented at the next Board meeting					
Mileage 65.5 ¢									

**HELENDALE COMMUNITY SERVICES DISTRICT BOARD MEMBER EXPENSE VOUCHER**

Name George Cardenas Pay Period Endng February 13, 2024

Date	Expense Description/Explanation	Miles	Meals	Lodging	Other Expense	Reimburse Y/N	Phone Call Y/N	Expense Category
Jan. 29, 2024	Event		\$	\$	\$	No <input type="checkbox"/>	No <input type="checkbox"/>	A
	Description of Public Benefit	LAFCO 3262 - Public Hearing 6:00pm						
Feb. 1, 2024	Event		\$	\$	\$	No <input type="checkbox"/>	No <input type="checkbox"/>	C
	Description of Public Benefit	Delta Conveyance Project / BBAWWR Replenish Big Bear (report in Feb. 15th agenda)						
Feb. 1, 2024	Event		\$	\$	\$	No <input type="checkbox"/>	Yes <input type="checkbox"/>	G
	Description of Public Benefit	review agenda						
Feb. 1, 2024	Event		\$	\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>	A
	Description of Public Benefit	Board meeting agenda discussion and action - County Fire Chief Anderson presentation						
Feb. 7, 2024	Event		\$	\$	\$	No <input type="checkbox"/>	No <input type="checkbox"/>	K
	Description of Public Benefit	Cheryl ball fields - drone imagery (flood) 8:00am						

Total Miles	Total Meals	Total Lodging	Total Other Expense	Total # of Compensable Meetings	Meeting Total	Total
\$ 0.00	\$0	\$0	\$0	1	\$ 150	\$ 150

 \_\_\_\_\_ February 13, 2024  
 Signature Date

Expense Categories	
A: Public Meeting governed by Brown Act	G: Meeting w/GM or Designee regarding District Operations
B: Public Event *	H: Meeting w/auditors, attorney or consultant retained by District
C: Representation at Public Meeting/Event *	I: Meeting of Local, State or Federal body w/jurisdiction affecting HCSD
D: Representation on at 501 C3 Board *	J: Meeting w/organization with interests in matters involving functions or
E: Conference/seminar/Training Program related to District *	K: Meeting pre-approved by the Board of Directors
F: Ad Hoc committee of the Board	* Written or verbal report required to be presented at the next Board meeting

Mileage 65.5 ¢

**Mojave Basin Area Watermaster Meetings**  
**2024-2025 Production Safe Yield (PSY) and Free Production Allowance (FPA) Recommendation**  
**Mojave Water Agency**  
**February 28, 2024 / March 27, 2024**

Background

In 1990, the City of Barstow and Southern California Water Company filed a complaint with the court that the upstream communities were using too much water and were impeding the amount of water normally flow downstream of the Mojave River that served Barstow and Southern California Water Company and requested 30,000 AF of water be allowed to flow downstream and Mojave Water Agency to provide additional water when needed. MWA responded that the native water supply was not able to meet the demand of everyone in the basin. MWA wanted everyone within the area to be included in the decision. The judge directed significant water users and MWA came up with a solution which they did. A trial was requested and resulted in what is referred to as The Judgement.

To address water sustainability in the region the basin was split into 5 different areas: Alto, Baja, Centro, Este and Oeste. Each of these areas were declared to be in the state of overdraft. The Judgement requires each area will need to balance water demand with the available water supply so that their total usage would be sustainable well into the future. To accomplish this, water users could use less water or pay to replace any water they use more than their fair share with imported water from the State Water Project.

Also, each area receives water from the Mojave River's subsurface flow. The Judgement declared that an average flow between subareas be met. Each subarea would be responsible for the flow to the adjacent subarea. If not enough water flows through, then that subarea would pay to make up the difference. The Judgement also created a class of minimal producers which is defined as water producing using less 10AF of water per year or less. This directed WMA to create and administrate a procedure, accepted by the court, by which minimal producers could participate fairly in the physical solution.

MWA was appointed as Watermaster in 1993 pursuant to the Court Judgment which adjudicated the rights to pump groundwater in the Mojave Basin Area. The Watermaster's main responsibilities are to monitor and verify water production, collect required assessments, conduct studies, and prepare an annual report of its findings and activities for the Court. The Watermaster also acts as the clearinghouse for recording water transfers, maintains records for all such transfers and reports changes in ownership of Base Annual Production rights to the Court.

**February 28, 2024**

The Mojave Water Basin Watermaster presented their recommendations for FPA for Water Year 2024-25 on February 28, 2024. This recommendation is to be reported to the court by May 1, 2024. The court hearing to adopt the Watermaster recommendation is on June 14, 2024.

The court has asked to update the PSY for all 5 basins. Base period was established 2001-2020.

The criteria that establish PSY from The Judgement are as followed:

1. The highest average Annual Amount of water that can be produced from a Subarea: over a sequence of years that is representative of long-term average annual natural water supply to the Subarea net of long-term average annual natural outflow from the Subarea.

2. Under given patterns of production, applied water, return flows and consumptive use.
3. Without resulting in a long-term net reduction of groundwater in storage in the Subarea.

The court had asked Watermaster to consider different planning periods for PSY.

**Alto Transition Zone** – Pumping has declined from an average of 19,000 acre-feet (AF), from 1951 to 2020, to 11,000 AF. At one time above 30,000 AF. Continued VVWRA discharge and reduced pumping contribute to the supporting water levels in the transition zone.

Since 1950, 1.1-million-acre feet have been depleted upstream of the lower narrows. The estimated pumping in Alto from 2018 to 2023 is 64,888 AF. Currently Alto’s FPA is 50.4%.

The following are the recommendations for setting the FPA Base Annual Production for Water Year 2024-25:

<b>2024-2025</b>							
<b>Updated Production Safe Yield &amp; Indicated Free Production Allowance</b>							
Subarea	Current PSY	Current FPA	Surplus / (Deficit)	Indicated PSY	Indicated FPA	Proposed FPA	Change (rampdown)
<b>Alto</b>	<b>59,409</b>	<b>50.4%</b>	<b>-17,475</b>	<b>62,005</b>	<b>53.3%</b>	<b>53.3%</b>	<b>-2.9%</b>
<i>Baja</i>	<i>12,189</i>	<i>20.5%</i>		<i>12,749</i>	<i>19.3%</i>	<i>20.5%</i>	<i>0.0%</i>
<i>Centro</i>	<i>21,088</i>	<i>55.0%</i>	<i>11,540</i>	<i>31,420</i>	<i>61.6%</i>	<i>60.0%</i>	<i>5.0%</i>
<i>Este</i>	<i>4,728</i>	<i>55.0%</i>		<i>5,108</i>	<i>25.3%</i>	<i>50.0%</i>	<i>-5.0%</i>
<i>Oeste</i>	<i>1,712</i>	<i>50.0%</i>	<i>-1,566</i>	<i>2,970</i>	<i>41.9%</i>	<i>50.0%</i>	<i>0.0%</i>

<b>Water Year 2022-2023</b>			
<b>Annual Change in Storage by Subarea</b>			
Subarea	Total Water Supply	Total Outflow and Consumptive Use	Net Change in Storage
<b>Alto</b>	<b>263,022</b>	<b>143,991</b>	<b>119,031</b>
<i>Baja</i>	<i>15,256</i>	<i>12,625</i>	<i>2,631</i>
<i>Centro</i>	<i>108,459</i>	<i>27,903</i>	<i>80,456</i>
<i>Este</i>	<i>5,108</i>	<i>5,108</i>	<i>0</i>
<i>Oeste</i>	<i>3,634</i>	<i>3,634</i>	<i>0</i>

Public workshops for all subareas were held on March 13th and 14<sup>th</sup>.

**March 27, 2024**

A public hearing for the FPA recommendation was held on March 27, 2024. The Mojave Water Agency Board adopted the proposed recommendation for the FPA for Water year 2024-25.

On the agenda, as well, was a public hearing to adopt the Watermaster Budget for Fiscal-Year 2024-25 and Assessment Rates for Water Year 2024-25 in which the Board adopted both.

Administrative Assessment	\$5.65/AF of production
Biological Assessment	\$1.21/AF of production

2024-25 Replacement and Makeup Water Assessment Rate - \$632.00/AF  
(2023-24 rate \$624.00/AF)

If you're interested, on the agenda for the April 4<sup>th</sup> Technical Advisory Committee (TAC) meeting is a Mojave Adjudication 101 presentation by MWA. Visit [www.MojaveWater.org](http://www.MojaveWater.org) for remote access instructions under Calendar Meeting and Events. In-person is also an option.

A handwritten signature in black ink, consisting of stylized, cursive letters that appear to be 'JQ'.





# Helendale Community Services District

**Date:** April 4, 2024  
**TO:** Board of Directors  
**FROM:** Kimberly Cox, General Manager  
**SUBJECT:** Agenda item #7  
 Discussion and Possible Action Regarding Approval of General Liability and Auto Insurance Policies for the Period of April 2024 through March 2025

**STAFF RECOMMENDATION:**

Staff recommends approval of this item.

**STAFF REPORT:**

Following is a breakdown of the costs from JPRIMA since 2021. In 2021, the policy was for three quarters and for 2022 through current the premiums listed are for a full year. JPRIMA bills from April of one year through March of the next year which is a quarter off from the Fiscal Year calendar. Staff is requesting that the Board approve the policy for April 2024 through March 2025 to be paid on a quarterly basis.

	2021	2022	2023	2024
Q4		\$22,911.75	\$ 23,892.50	\$ 27,388.50
Q1	\$ 28,578	\$22,911.75	\$ 23,892.50	\$ 27,388.50
Q2	\$ 28,578	\$22,911.75	\$ 23,892.50	\$ 27,388.50
Q3	\$ 28,578	\$22,911.75	\$ 23,892.50	\$ 27,388.50
Sub Total	\$ 85,734	\$91,647.00	\$ 95,570.00	\$109,554.00
Admin charge	\$ 8,573.40	\$ 9,164.70	\$ 9,557.00	\$ 11,055.40
<b>Total</b>	<b>\$ 94,307</b>	<b>\$ 100,812</b>	<b>\$ 105,127</b>	<b>\$ 120,609</b>

For the upcoming year, the premium has increase by 14.5% compared to 8% in the previous two years. According to Allied, (broker for JPRIMA), this is primarily due to increased litigations costs and various types of claims filed against public agencies. In addition, inflation over the past three years has also played a role in the increase in rates for this year. For the auto insurance component, the District added several new vehicles to the policy which increased that amount by approximately \$4500 over the prior coverage year. In a recent review of District properties covered by the policy, an increase in value, due to replacement costs, was necessary and resulted in an increase of \$3548.

District Staff is confident that the District is adequately insured for the new premium year with the changes that were made in coverage.



# Helendale Community Services District

Date: April 4, 2024  
 TO: Board of Directors  
 FROM: Kimberly Cox, General Manager  
 SUBJECT: Agenda item #7  
 Discussion and Possible Action Regarding Approval of General Liability and Auto Insurance Policies for the Period of April 2024 through March 2025

**STAFF RECOMMENDATION:**

Staff recommends approval of this item.

**STAFF REPORT:**

Following is a breakdown of the costs from JPRIMA since 2021. In 2021, the policy was for three quarters and for 2022 through current the premiums listed are for a full year. JPRIMA bills from April of one year through March of the next year which is a quarter off from the Fiscal Year calendar. Staff is requesting that the Board approve the policy for April 2024 through March 2025 to be paid on a quarterly basis.

	2021	2022	2023	2024
Q4		\$22,911.75	\$ 23,892.50	\$ 27,388.50
Q1	\$ 28,578	\$22,911.75	\$ 23,892.50	\$ 27,388.50
Q2	\$ 28,578	\$22,911.75	\$ 23,892.50	\$ 27,388.50
Q3	\$ 28,578	\$22,911.75	\$ 23,892.50	\$ 27,388.50
Sub Total	\$ 85,734	\$91,647.00	\$ 95,570.00	\$109,554.00
Admin charge	\$ 8,573.40	\$ 9,164.70	\$ 9,557.00	\$ 11,055.40
<b>Total</b>	<b>\$ 94,307</b>	<b>\$ 100,812</b>	<b>\$ 105,127</b>	<b>\$ 120,609</b>

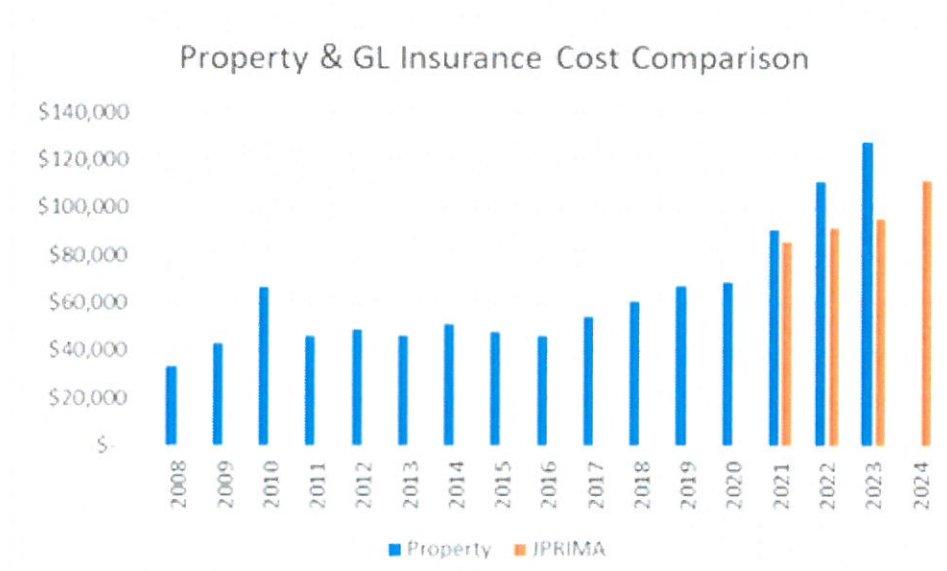
For the upcoming year, the premium has increase by 14.5% compared to 8% in the previous two years. According to Allied, (broker for JPRIMA), this is primarily due to increased litigations costs and various types of claims filed against public agencies. In addition, inflation over the past three years has also played a role in the increase in rates for this year. For the auto insurance component, the District added several new vehicles to the policy which increased that amount by approximately \$4500 over the prior coverage year. In a recent review of District properties covered by the policy, an increase in value, due to replacement costs, was necessary and resulted in an increase of \$3548.

District Staff is confident that the District is adequately insured for the new premium year with the changes that were made in coverage.

**BACKGROUND:**

Four years ago Staff recommended a change from SDRMA to JPRIMA based upon the extraordinary losses that SDRMA paid out which resulted in a precipitous increase in insurance coverage. District staff received a quote from JPRIMA that showed substantial savings over SDRMA. The Board concurred with the cost savings and the District departed a long-standing relationship with SDRMA. Two years ago the District requested a quote from SDRMA for cost comparison purposes, but SDRMA opted not to respond because they felt they couldn't compete with the coverage the District was currently receiving from JPRIMA.

As shown on the graph below, SDRMA's charges had increased significantly since 2020. Staff was unable to get a current increase from SDRMA for this comparison.



**FISCAL IMPACT:** \$120,612

**POSSIBLE MOTION:** Approve Insurance Coverage for the period of April 2024 to March 2023

**ATTACHMENTS:** Premium Summary



**CALIFORNIA ASSOCIATION OF MUTUAL WATER COMPANIES  
JOINT POWERS RISK AND INSURANCE MANAGEMENT AUTHORITY (JPRIMA)  
PACKAGE/AUTO/EXCESS**

**COVERAGE PROPOSAL FOR:**

**Helendale Community Services District**

**COVERAGE PERIOD:**

**4/1/2024 - 4/1/2025**

**PRESENTED BY:**

**Allied Community Insurance Services**

**PROGRAM MANAGER**

Allied Public Risk, LLC  
CA DBA: Allied Community Insurance Services, LLC  
CA License No. 0L01269  
National Producer No. 17536322  
[www.alliedpublicrisk.com](http://www.alliedpublicrisk.com)  
(858) 866-8966

## PREMIUM SUMMARY

**NOTE:** This proposal is prepared from information supplied to us on the application submitted by you or your insurance broker. It may or may not contain all terms requested on the application. Please review carefully and let us know if any additional information is required. In addition, this proposal may contain unintentional errors or omissions. We encourage you to bring them to our attention for review. This proposal does not amend, or otherwise affect or alter, the provisions of coverage provided. This proposal does not guarantee coverage for specific claims or losses under the policy. The availability of coverage depends on the JPRIMA Memorandum of Coverage (MOC) and is subject to its terms and conditions, the facts surrounding any potential claims, and relevant legal requirements. A specimen MOC is available for your review, as is the JPRIMA Member Agreement. Enrollment in the JPRIMA requires execution of the JPRIMA Member Agreement as well as membership in the California Association of Mutual Water Companies (Cal Mutuals).

SECTION	COVERAGE		PREMIUM
1	<b>PROPERTY</b> (Including Equipment Breakdown, if granted)	\$	17,710.00
2	<b>INLAND MARINE</b>	\$	2,482.00
3	<b>COMMERCIAL CRIME</b> (Including Faithful Performance, if granted)	\$	1,423.00
4	<b>COMMERCIAL GENERAL LIABILITY</b>	\$	40,210.00
5	<b>PUBLIC OFFICIALS &amp; MANAGEMENT LIABILITY</b> (Including Wrongful Acts, Employment Practices, or Employee Benefits, if granted)	\$	8,120.00
6	<b>BUSINESS AUTO</b>	\$	19,776.00
7	<b>COMMERCIAL EXCESS LIABILITY</b> (Including Commercial General Liability, Wrongful Acts, Employment Practices, Employee Benefits, Business Auto, and Employers Liability, if granted)	\$	19,833.00
	<b>MEMBER CONTRIBUTION</b> (excludes state-imposed taxes, surcharges, and fees)	\$	109,554.00
	<b>JPRIMA ADMINISTRATION FEES</b>	\$	11,058.00
	<b>TOTAL AMOUNT DUE*</b>	\$	120,612.00

\*Payment is due within 30 days of the effective date.

### NOTES:

The JPRIMA MOC has a common anniversary date of April 1.

The Member's FEIN number is required in order to bind coverage.

Terrorism Coverage is automatically included for Property, General Liability and Excess in most regions of CA.

An Athletic or Sports Participants Exclusion and Amusement Devices Exclusion will be attached to MOC.

MEMBER: Helendale Community Services District  
EFFECTIVE DATE: 4/1/2024

**DISCLAIMER:** Actual coverage is subject to the language of the policies as issued.  
Your issued policy may contain limits, exclusions, and limitations that are not detailed in this proposal.



# Helendale Community Services District

DATE: April 4, 2024  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
SUBJECT: Agenda item #8  
Discussion and Possible Action Regarding Approval of Professional Services Agreement with Eide Bailey for Financial Support Services for FY2025 and Increase for FY2024

---

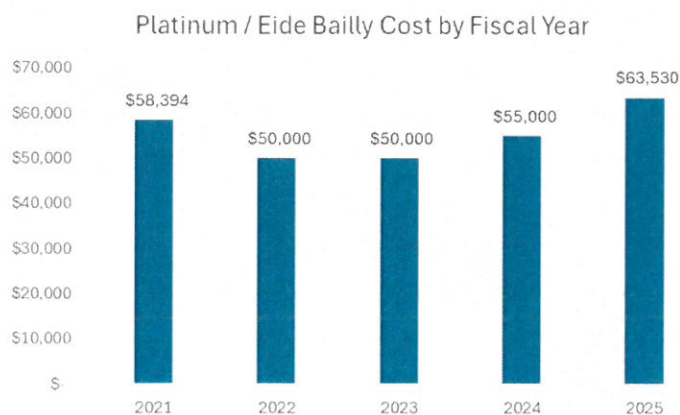
## STAFF RECOMMENDATION:

Staff requests approval of this item.

## STAFF REPORT:

In 2020, the District began utilizing Platinum Consulting for financial support services. Platinum later merged with Eide Bailly and the District continued with the annual professional services agreement. Eide Bailly provides a broad scope of support services from payroll assistance to monthly financial reports for the Board. The District has the ability to consult with a team of staff resources depending upon the topic. This is one of the most valuable working relationships District Staff has.

Eide-Bailly staff has been a valuable asset to the District's ability to manage its finances. They have provided significant support related to the audit, payroll, Pers compliance and other accounting procedures. The monthly financial reports provided in the agenda material helps keep the Board apprised of the District's finances throughout the year. It has been a tremendous tool for public transparency. The importance of independent oversight of District finances further provides the Board and the public assurance that District finances are in order. Below is a breakdown of service costs for the last four years with the proposed amount for FY25.



Due to the highly competitive market for accountants and the increased costs of living, the firm has had to increase its rates for the upcoming fiscal year. The proposed amount includes 102 hours of service from the team. In the event additional work is required Staff would bring back a request to increase the contract amount later in the fiscal year. Attached for the Board's review is the draft Professional Services Agreement for FY2025.

In addition, an increase is requested for FY2024 in the amount of \$9,000 for unforeseen issues with reconciling the quarterly tax filings. The issues with accounting and taxations related to the healthcare allowance which impacts the Medicare reported earnings on the W-2's issued by the District. The work to resolve the issue took over 30 hours of consultant time.

**FISCAL IMPACT:** \$63,530 for FY25 and increase of \$9,000 for FY24.

**POSSIBLE MOTION:** Approve a professional services agreement with Eide Bailley for FY25 in the amount not to exceed \$63,530 and approve an additional \$9,000 for FY24.

**ATTACHMENTS:** Draft Professional Services Agreement with scope of work (Exhibit A)

**AGREEMENT FOR SERVICES  
BETWEEN  
HELENDALE COMMUNITY SERVICES DISTRICT  
AND  
EIDE BAILLY LLP**

THIS AGREEMENT is made this 1<sup>st</sup> day of July, 2024 (hereinafter referred to as the “Effective Date”), by and between the HELENDALE COMMUNITY SERVICES DISTRICT, a public agency organized and operating pursuant to California Government Code Section 61000 et seq. (hereinafter referred to as the “DISTRICT”), and EIDE BAILLY LLP (hereinafter referred to as “CONSULTANT”). DISTRICT and CONSULTANT may individually be referred to as “Party” or collectively as “Parties” in this Agreement.

**RECITALS**

WHEREAS, the DISTRICT desires to contract with CONSULTANT to provide financial and accounting consulting services for the DISTRICT (hereinafter referred to as “Project”); and

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

WHEREAS, CONSULTANT holds itself as duly licensed, qualified, and capable of performing said services for the Project, and CONSULTANT is customarily engaged in an independently established trade, occupation, and/or business of the same nature as the work to be performed herein; and

WHEREAS, this Agreement establishes the terms and conditions for the DISTRICT to retain CONSULTANT 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 CONSULTANT  
AND AUTHORIZATION TO PROCEED**

1.1 **ENGAGEMENT:** The DISTRICT hereby engages CONSULTANT, and CONSULTANT hereby accepts the engagement, to perform the Project services described in Section 2.1 of this Agreement for the term set forth in Section 5.1 of this Agreement.

1.2 **AUTHORIZATION TO PROCEED:** Authorization for CONSULTANT to proceed with all or a portion of the Project services 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 documents required pursuant to Section 6.3 of this Agreement are received and approved by the DISTRICT. CONSULTANT shall not proceed with said Project services until so authorized by the DISTRICT, and shall commence work promptly upon receipt of the Notice to Proceed.

1.3 NO EMPLOYEE RELATIONSHIP: The Project services to be provided by CONSULTANT are outside the usual course of the DISTRICT's business. CONSULTANT shall perform the Project services provided for herein as an independent contractor, and not as an employee of the DISTRICT. CONSULTANT 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. CONSULTANT 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 CONSULTANT or any agent or employee of CONSULTANT for work performed under this Agreement.

## **ARTICLE II SERVICES OF CONSULTANT**

2.1 SCOPE OF SERVICES: The Project services to be performed by the CONSULTANT under this Agreement are described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter referred to as the "Scope of Work"), and shall, where not specifically addressed, include all related services ordinarily provided by the CONSULTANT 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.

2.2 [Intentionally omitted]

2.3 HOURS AND WORKING CONDITIONS: The DISTRICT is a public entity in the State of California and is subject to the provisions of the Government Code and the Labor Code of the State. It is stipulated and agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein and will be complied with by CONSULTANT; provided that the Parties acknowledge that this Agreement does not relate to a public works construction project. CONSULTANT shall comply with all applicable provisions of the California Labor Code relating to working hours.

## **ARTICLE III RESPONSIBILITIES OF THE DISTRICT AND OF CONSULTANT**

3.1 DUTIES OF THE DISTRICT: The DISTRICT, without cost to CONSULTANT, will provide all pertinent information necessary for CONSULTANT'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 CONSULTANT is to acquire such information. The DISTRICT does not guarantee or ensure the accuracy of any reports,

information, and/or data so provided, although DISTRICT reasonably believes any financial information to be provided to CONSULTANT in connection with the services to be provided in connection with the Project is accurate. 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 designates Kimberly Cox as the person 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 receive information and interpret and define the DISTRICT's policies pertinent to the work, although such person will not control or direct CONSULTANT's work. In the event the DISTRICT wishes to make a change in the DISTRICT's representative, the DISTRICT shall notify the CONSULTANT of the change in writing.

3.3 DUTIES OF CONSULTANT: CONSULTANT 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, and timely completion, which standards shall also apply to all other services furnished and/or work undertaken by CONSULTANT pursuant to this Agreement. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT or its subcontractors. CONSULTANT'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 CONSULTANT or its subcontractors as set forth above in this paragraph.

#### **ARTICLE IV PAYMENTS TO CONSULTANT**

4.1 PAYMENT: During the Term of this Agreement, the DISTRICT will pay CONSULTANT for services performed in accordance with the rates and estimated hours and costs set forth in the Scope of Work. The amounts set forth in the Scope of Work constitute the maximum compensation to which CONSULTANT may be entitled for the performance of services for the Project, unless this Agreement and/or the Scope of Work are changed in writing

by the DISTRICT in advance of the services to be performed hereunder. Adjustments in the payment amount shall only be allowed pursuant to Section 6.4 of this Agreement.

4.2 **PAYMENT TO CONSULTANT:** Payment will be made by the DISTRICT within thirty (30) calendar days after receipt of an invoice from CONSULTANT, provided that all invoices are complete and CONSULTANT's work product and services are provided and performed in compliance with the terms and conditions of this Agreement. CONSULTANT shall invoice DISTRICT monthly for services performed under this Agreement. In the event that a payment dispute arises between the Parties, CONSULTANT shall provide to the DISTRICT full and complete access to CONSULTANT's labor cost records and other direct cost data, and copies thereof if requested by the DISTRICT.

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

## **ARTICLE V COMPLETION SCHEDULE**

5.1 **TERM:** The Term of this Agreement shall begin on the Effective Date, and shall continue until June 30, 2025, unless this Agreement is earlier terminated pursuant to the provisions of Section 6.7 below. Notwithstanding the above, the provisions of Sections 1.3, 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 **TIME OF ESSENCE:** CONSULTANT shall perform all services required by this Agreement in a prompt, timely, and professional manner. Time is of the essence in this Agreement.

## **ARTICLE VI GENERAL PROVISIONS**

6.1 **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** CONSULTANT 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 CONSULTANT unless prior written approval thereof is obtained from the DISTRICT. CONSULTANT shall be responsible for payment to subcontractors used by them to perform the services under this Agreement. If CONSULTANT subcontracts any of the work to be performed, CONSULTANT shall be as fully responsible to the DISTRICT for the performance of the work, including errors and omissions of CONSULTANT's subcontractors and of the persons employed by the subcontractor, as CONSULTANT is for the acts and omissions of persons directly employed by the CONSULTANT. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor of

CONSULTANT and the DISTRICT. CONSULTANT shall bind every subcontractor and every subcontractor of a subcontractor to the terms of this Agreement that are applicable to CONSULTANT's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the DISTRICT.

6.3 INSURANCE: CONSULTANT shall secure and maintain in full force and effect, until the satisfactory completion and acceptance of the Project by DISTRICT, such insurance as will protect it and the DISTRICT in such a manner and in such amounts as set forth below. The premiums for said insurance coverage shall be paid by the CONSULTANT. The failure to comply with these insurance requirements may constitute a material breach of this Agreement, at the sole discretion of the DISTRICT.

- (a) Certificates of Insurance: Prior to commencing services under this Agreement, and in any event no later than ten (10) calendar days after execution of this Agreement, CONSULTANT shall furnish DISTRICT with Certificates of Insurance and endorsements verifying the insurance coverage required by this Agreement is in full force and effect. The DISTRICT reserves the right to require complete and accurate copies of all insurance policies required under this Agreement.
- (b) Required Provisions: The insurance policies required by this Agreement shall include the following provisions or have them incorporated by endorsement(s):
  - (1) Primary Coverage: The insurance policies provided by CONSULTANT 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 CONSULTANT's insurance.
  - (2) Additional Insured: The policies of insurance provided by CONSULTANT, 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) Cancellation: Each certificate of insurance and insurance policy shall provide that the policy may not be non-renewed, canceled (for reasons other than non-payment of premium) or materially changed without first giving thirty (30) days advance written notice to the DISTRICT, or ten (10) days advance written notice in the event of cancellation due to non-payment of premium.
  - (4) Waiver of Subrogation: The insurance policies provided by CONSULTANT shall contain a waiver of subrogation against DISTRICT, its directors, officers, employees and agents for any claims arising out of the services performed under this Agreement by CONSULTANT.
  - (5) Claim Reporting: CONSULTANT shall not fail to comply with the claim reporting provisions or cause any breach of a policy condition or warranty of the insurance policies required by this Agreement that would affect the

- coverage afforded under the policies to the DISTRICT.
- (6) Deductible/Retention: If the insurance policies provided by CONSULTANT contain deductibles or self-insured retentions, CONSULTANT shall be solely responsible for payment of any such deductible or self-insured retention.
  - (7) Sub-Contractors: CONSULTANT shall furnish separate certificates of insurance and policy endorsements for each sub-contractor verifying that the insurance for each sub-contractor complies with the same insurance requirements applicable to CONSULTANT under this Agreement.
- (c) Insurance Company Requirements: CONSULTANT shall provide insurance coverage through insurers that have at least an “A” Financial Strength Rating and a “VII” Financial Size Category in accordance with the current ratings by the A. M. Best Company, Inc. as published in *Best’s Key Rating Guide* or on said company’s web site. In addition, any and all insurers must be admitted and authorized to conduct business in the State of California and be a participant in the California Insurance Guaranty Association, as evidenced by a listing in the appropriate publication of the California Department of Insurance.
- (d) Policy Requirements: The insurance required under this Agreement shall meet or exceed the minimum requirements as set forth below:
- (1) Workers’ Compensation: CONSULTANT shall maintain Workers’ Compensation insurance as required by law in the State of California to cover CONSULTANT’s obligations as imposed by federal and state law having jurisdiction over CONSULTANT’s employees and Employers’ Liability insurance, including disease coverage, of not less than \$1,000,000.
  - (2) General Liability: CONSULTANT shall maintain Comprehensive General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. The policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, products, completed operations and blanket contractual to cover, but not be limited to, the liability assumed under the indemnification provisions of this Agreement. In the event the Comprehensive General Liability insurance policy is written on a “claims made” basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by DISTRICT.
  - (3) Automobile Liability: CONSULTANT 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.
  - (4) Professional Liability: CONSULTANT shall maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the CONSULTANT or any person employed by him, with a limit of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. In the event the insurance policy is written on a “Claims made” basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by DISTRICT.

- (5) Property Coverage – Valuable Papers: Property coverage on an all-risk, replacement cost form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, plans or other similar data, whether in hard copy or electronic form, relating to the services provided by CONSULTANT under this Agreement.

6.4 CHANGES: If the DISTRICT requests a change in the Scope of Work, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. CONSULTANT must assert any claim for adjustment under this clause in writing within the earlier of (i) thirty (30) calendar days after CONSULTANT becomes aware of the need for a change, or (ii) thirty (30) calendar days from the date of receipt from CONSULTANT 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 personally delivered, delivered by nationally recognized overnight courier, or, if mailed, five (5) days after mailing.

To DISTRICT: Helendale Community Services District  
26540 Vista Road, Suite B  
P.O. Box 359  
Helendale, CA 92342  
Attn: General Manager

To CONSULTANT: Eide Bailly LLP  
10681 Foothill Blvd., Ste. 300  
Rancho Cucamonga, CA 91730-3831  
Attn: Cindy Byerrum, Partner

6.6 CONSULTANT'S ASSIGNED PERSONNEL: CONSULTANT designates Cindy Byerrum to have immediate responsibility for the performance of the work for the Project and for all matters relating to performance under this Agreement. Substitution of any assigned personnel shall require the prior written approval of the DISTRICT. If the DISTRICT determines that a proposed substitution is not acceptable, then, at the request of the DISTRICT, CONSULTANT shall substitute with a person acceptable to the DISTRICT.

6.7 TERMINATION:

- (a) The DISTRICT may terminate this Agreement or abandon any portion of the Project, with or without cause, upon written notice thereof to CONSULTANT; provided that DISTRICT shall provide CONSULTANT at least seven (7) days' written notice if the termination is without cause and shall provide CONSULTANT with written notice of any alleged breach of this Agreement and seven (7) days in which CONSULTANT may cure that alleged breach. CONSULTANT may terminate its obligation to provide further services under

this Agreement upon thirty (30) calendar days 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 CONSULTANT.

- (b) In the event of termination of this Agreement, or abandonment of any portion of the Project by the DISTRICT, 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 CONSULTANT shall be to receive payment for all amounts due and not previously paid to CONSULTANT 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 CONSULTANT based on the work CONSULTANT has completed through the date of termination. Such payments available to the CONSULTANT 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, except to the extent that CONSULTANT's hourly rates include any such profit relative to work completed prior to termination.

6.8 ATTORNEYS' FEES: In the event that either the DISTRICT or CONSULTANT 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 proceeding has begun.

6.9 INDEMNITY:

- (a) CONSULTANT 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 CONSULTANT; 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 CONSULTANT, any of CONSULTANT's subcontractors or DISTRICT, including their respective directors, officers, employees, agents and assigns, excepting only to the extent such matters arise from the negligence or willful misconduct of the DISTRICT.

- (b) CONSULTANT 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 CONSULTANT or CONSULTANT's subcontractors, including their respective directors, officers, employees, agents and assigns, or out of the processes or actions employed by, or on behalf of, the CONSULTANT or CONSULTANT's subcontractors, including their respective directors, officers, employees, agents and assigns, in connection with the performance of services under this Agreement. CONSULTANT 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) CONSULTANT 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 CONSULTANT or CONSULTANT's subcontractors, 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 CONSULTANT 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.
- (e) DISTRICT shall defend, indemnify and hold CONSULTANT, 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 the DISTRICT of its obligations under this Agreement, or from the DISTRICT's negligence or willful misconduct in connection with the Project, excepting only to the extent such matters arise from the negligence or willful misconduct of the CONSULTANT.

6.10 SAFETY: CONSULTANT 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) CONSULTANT 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, CONSULTANT's employees, and third persons. All work shall be performed entirely at CONSULTANT's risk. CONSULTANT shall comply with the insurance requirements set forth in Section 6.3 of this Agreement.

- (b) To the extent required by law, CONSULTANT shall also furnish the DISTRICT with a copy of any injury prevention program established for the CONSULTANT's employees pursuant to California Labor Code Section 6401.7, including any necessary documentation regarding implementation of the program. CONSULTANT hereby certifies that its employees have been trained in the program, and procedures are in place to train employees whenever new substances, processes, procedures, or equipment are introduced. CONSULTANT shall demonstrate compliance with California Labor Code Section 6401.7 by promptly making a copy of its Injury and Illness Prevention Plan available to the DISTRICT upon request.

6.11 EXAMINATION OF RECORDS: All original reports, calculations, and other documents or electronic data developed by CONSULTANT for the Project shall be furnished to and become the property of the DISTRICT. CONSULTANT 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 [Intentionally omitted]

6.13 INTEGRATION AND AMENDMENT: This Agreement contains the entire understanding between the DISTRICT and CONSULTANT 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 assign 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. In the event of a conflict between the provisions of this Agreement and the Scope of Work, the provisions of this Agreement shall control. 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 jurisdiction in the County of San Bernardino, State of California.

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.

CONSULTANT

DISTRICT

By: \_\_\_\_\_  
Cindy Byerrum, Partner  
Eide Bailly LLP

By: \_\_\_\_\_  
Henry Spiller, President, Board of Directors  
Helendale Community Services District

**EXHIBIT A**

**SCOPE OF WORK**

DRAFT

Type text here



May 1, 2024

Dr. Kimberly Cox  
Helendale Community Services District  
26540 Vista Road  
Helendale, CA. 92342

Dear Dr. Cox,

This letter outlines the understanding of the terms and objectives of the consulting engagement between Eide Bailly LLP (Eide Bailly) and Helendale Community Services District (District) for the fiscal year ended April 30, 2025.

### Scope of Engagement

We will work with you to provide consulting services in connection with:

- Monthly financial statements preparation and budget monitoring report.
- Year-end closing of the District's accounting books and records in accordance with Generally Accepted Accounting Principles.
- Preparation of all year-end and/or interim schedules that may be required by the District's independent auditors.
- Presence at the District's offices while the District's independent auditors are performing on-site year-end and interim field work.
- Monthly reconciliation of all District balance sheet accounts. Reconcile all modules (Miscellaneous AR, Fixed Assets, AP, Utility Billing, and Project Module) to the General Ledger on a monthly basis.
- Periodic review of payroll and PERS reporting to ensure proper compliance
- Assistance with preparation of quarterly payroll tax returns and annual W-2s/W-3
- Periodic review of the District's internal accounting/financial control structure.
- Assistance with the annual budget, and budget updates.
- Assistance with rate evaluations and studies and fee studies as needed.
- Evaluation of accounting structure and recommend improvements.
- Review of 1099s and W-9 process to ensure accuracy.
- Implementation of best practices based on our experience with other governments.
- Train staff as needed.

Our engagement will be performed under the *Statements on Standards for Consulting Services* issued by the American Institute of Certified Public Accountants (AICPA). We will not provide audit, review, compilation or financial statement preparation services to any historical or prospective financial information or provide attestation services under the AICPA *Statements on Standards for Attestation Engagements* and assume no responsibility for any such information.

What inspires you, inspires us. | [eidebailly.com](http://eidebailly.com)

You will provide us, as promptly as possible, all requested information and documentation reasonably deemed necessary or desirable by us in connection with the engagement. You represent and warrant that all information and documentation provided or to be provided to us is true, correct and complete, to the best of your knowledge and belief. We are authorized to rely upon such information and documentation without independent investigation or verification.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

We agree to retain our work papers for a period of at least eight years from the date of our report.

Eide Bailly LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. It is not anticipated that any of the non-licensee owners will be performing services for Helendale Community Services District.

#### **Fees**

Our Fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses for mileage or incidentals. We also charge half of our hourly rate for travel time. Invoices are payable upon presentation.

Our fees for the engagement will be based on the following hourly rates, subject to change each May 1<sup>st</sup> by the regions CPI, and/or changes in staff positions or market conditions.

<b>Staff Level</b>	<b>Hourly Rate</b>
Partner	\$325
Senior Manager	\$250-\$275
Manager	\$205-250
Senior Associate and Associate	\$165-\$205
Technology Fee	5% of billings each month

#### ***PREMIUM RATES***

A 10% premium is applied to the above stand rate schedule for all services provided for payroll, employment taxation, and CalPERS reporting. This premium is due to the specialized knowledge required in these areas, and the urgency required in fixing any issues.

We believe we can offer the services outlined in this letter for an approximately \$50,000 - \$55,000 a year, barring major issues with payroll processing or returns. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our agreed upon procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Helendale Community Services District accepts responsibility for the results of the services being provided and agrees to perform the following functions in connection with this engagement:

- Make all management decisions and perform all management functions.
- Designate a competent individual to oversee the services.
- Evaluate the adequacy and results of the services performed.
- Accept responsibility for the results of the services.
- Establish and maintain internal controls, including monitoring ongoing activities.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement including our respective responsibilities. If you have any questions, please let us know.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Respectfully,



Cindy Byerrum, CPA  
Partner, Government Advisory Services

\*\*\*\*\*

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Helendale Community Services District by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Helendale CSD

### FY 25 Consulting Services Budget

Proposal Category	Description	Staff	Estimated Hours	Times	Budgeted Hours	Hourly Rate	Total Budget
Miscellaneous	Engagement Assistance/Advisement	Partner	10	1	10	\$ 325	\$ 3,250
Monthly Close	Review / Advisement	Partner	1	12	12	\$ 325	\$ 3,900
Audit Preparation	Review / Advisement	Partner	4	1	4	\$ 325	\$ 1,300
Meetings with Kimberly	Executive Updates	Partner	2	3	6	\$ 325	\$ 1,950
Audit Preparation	Preparation/Review	Manager	16	1	16	\$ 250	\$ 4,000
Monthly Close	Review / Advisement	Manager	1.5	12	18	\$ 250	\$ 4,500
1099 and W-2 Review/Assistance	Review / Advisement	Manager	10	1	10	\$ 250	\$ 2,500
Audit Preparation	Preparation, Review	SA	40	1	40	\$ 205	\$ 8,200
GCC Report	Preparation/Review	SA	2	1	2	\$ 205	\$ 410
Monthly Close	Preparation	SA	12	12	144	\$ 205	\$ 29,520
Quarterly Payroll Filing	Filing Assistance / Review	Manager	4	4	16	\$ 250	\$ 4,000
<b>Total Estimate</b>							<b>\$ 63,530</b>





# Helendale Community Services District

---

DATE: April 4, 2024  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
BY: Craig Carlson, Water Operations Manager  
SUBJECT: Agenda item #9  
Discussion and Possible Action Regarding Request to Declare as Surplus Various District-Owned Equipment

---

**STAFF RECOMMENDATION:**

Staff requests approval from the Board.

**STAFF REPORT:**

In 2008, the Board approved a policy for the disposal of District-owned assets which outlines the process to be followed when equipment and vehicles have exceeded their useful life or are no longer needed by the District. The Policy was last revised in 2021. Typically, the District uses equipment until the asset's repair costs exceeds its usability. Two former services trucks are being requested to surplus as outlined in the attached policy.

2007 Ford F150 with apx 150,000 miles. Vehicle has a possible cracked head.



2005 Chevy 3500, 120,000 with numerous issues.



If approved by the Board, Staff will dispose of the surplus items through GovDeals. Recently Staff listed the Ford Explorer on the District's newly established account and were very pleased with how smoothly the process went as well as the value garnered for the surplus vehicle.

**FISCAL IMPACT:** To be determined

**POSSIBLE MOTION:** Approve the surplus and disposal of the two vehicles listed.

**ATTACHMENTS:** Vehicle Inventory information  
Surplus Equipment and Salvage Policy and Procedures

## Ford F-150 4x4

Expense Acc: 02 00000 00 0		FID Number:	
<b>Asset ID: 0134</b>			
Serial Number:	1FTRX14W57FAS4442	Department:	02 - Wastewater
Tag Number:	1245257	Class:	04 - Vehicle
Primary Location:	WWTP	Category:	SDRMA-Vehicle
Sec. Location:		Units:	0
Original Cost:	19943	Type:	Normal
Improvements:	0	Acquisit. Method:	TRANSFER
Partial Disposals:	0	Date Acquired:	4/1/2008
Adjusted Cost:	19943	Original Life:	120.00 Months
Accum. Depreciation:	19943	Improved Life:	0.00 Months
Net Asset Value:	0	Disposed Life:	0.00 Months
		Asset Life:	120.00 Months
		Description:	#301 - 2007 Ford F-150 4x4 Pickup
		Depreciable:	Y
		Depr. Method:	Straight Line
		Salvage Value:	0
		Replacement Cost:	0
		Date Last Depr.:	7/31/2017

## Chevy 3500

<b>Asset ID: 0086</b>		Department: 01 - Water	
Serial Number:	1GBJC34U85E323138	Class:	04 - Vehicle
Tag Number:	1453074	Category:	SDRMA-Vehicle
Primary Location:	HCSD	Units:	0
Sec. Location:		Type:	Normal
Original Cost:	15000	Acquisit. Method:	PURCHASE
Improvements:	0	Date Acquired:	8/4/2014
Partial Disposals:	0	Original Life:	60.00 Months
Adjusted Cost:	15000	Improved Life:	0.00 Months
Accum. Depreciation:	15000	Disposed Life:	0.00 Months
Net Asset Value:	0	Asset Life:	60.00 Months
		Description:	#216 - 2005 Chevrolet 3500 (McCullough Revocable Trust VIN#1GBJC34U85E323138)
		Depreciable:	Y
		Depr. Method:	Straight Line
		Salvage Value:	0
		Replacement Cost:	0
		Date Last Depr.:	8/31/2019

**HELENDALE COMMUNITY SERVICES DISTRICT**  
**Surplus Equipment and Salvage Policy and Procedures**

**Section 1. Purpose.**

The purposes of this policy are to standardize the procedures for the disposal of surplus equipment, vehicles and salvage items of the Helendale Community Services District; and to set forth the duties and responsibilities of the General Manager and District staff in connection therewith.

**Section 2. Definitions.**

**A) Inventorial Equipment** – means District-owned free-standing equipment and vehicles with a useful life of more than two years and a purchase price of \$5,000 or more. Furnishings, computer equipment, portable radios and other electronics costing \$200 or more are inventoried for purposes of security and control and included in this category.

**B) Inventorial Property** – means any District-owned building, office, garage, facility, well, free-standing structure, water system, sewer system or exempt Surplus Land with recorded title, proof of purchase and ownership, letter of contribution, letter of transfer, or proof of self-construction and cost exceeding \$1.

**C) Surplus Inventory** – means any Inventorial Equipment that the District’s Board of Directors has determined to be no longer necessary or useful to the District.

**D) Salvage** – means any District reclaimed or discarded equipment, material, furniture or supply which only has residual value as scrap.

**Section 3. Applicability.**

This policy shall apply to the disposal of Surplus Inventory and Salvage by the District.

**Section 4. Disposal of Surplus Inventory.**

**A) Determination**

1. The District Board of Directors shall, upon presentation of documentation from the General Manager, determine if Inventorial Equipment or Inventorial Property is Surplus Inventory. The documentation presented by the General Manager shall list the Inventorial Equipment or Inventorial Property sought to be declared Surplus Inventory and shall include license, VIN number or other identifying serial number or property identification number, address or physical location, assessor parcel number, estimated book or trade-in value and property description.

**HELENDALE COMMUNITY SERVICES DISTRICT**  
**Surplus Property and Salvage Policy and Procedures**

---

**B) Disposal of Inventorial Equipment**

1. **Trade-in.** When the Surplus Inventory involves a vehicle or equipment to be used as trade-in for a newer vehicle or piece of equipment, the property title shall be signed by the General Manager at the time of transfer or after and remanded to the buyer. The trade-in value of the vehicle or equipment shall be recorded and the sold equipment record kept for five years. Only the District Board of Directors shall have the authority to determine if Inventorial Equipment determined to be Surplus Inventory may be used as trade-in.

2. **Disposal or Sale.** The sale of Inventorial Equipment determined to be Surplus Inventory shall be by the means determined to garner the greatest monetary value. This could include competitive bid, auction, E-Bay sale or advertisement in the local newspaper miscellaneous advertisements. If sold by competitive bid, the sale date, sale location, list of vehicles or equipment to be sold shall be advertised in a local paper and/or trade publication and posted at the District offices and facilities at least ten days before the sale date. Employees, their immediate family or relatives, members of the Board of Directors, and hired consultants are prohibited from bidding during this first process. Inventorial Equipment determined to be Surplus Inventory may be sold on E-bay after a minimum reserve amount has been established. In all circumstances, the bidder with the highest bid price shall be deemed the successful bidder.

a. If the advertised sale of Inventorial Equipment determined to be Surplus Inventory fails to generate a competitive bid, District employees may at this time submit sealed bids for any such items. The employee with the highest bid price shall be deemed the successful bidder.

b. If the offer of sale to employees fails to generate any bids, the Inventorial Equipment determined to be Surplus Inventory shall be sold for scrap or disposed of in a legal manner.

c. All sold or disposed Inventorial Equipment determined to be Surplus Inventory shall be removed from District property within 48 hours of the sale and title transfer unless otherwise agreed by the General Manager and successful bidder.

d. Proceeds of the sale of Inventorial Equipment determined to be Surplus Inventory shall be posted to each fund from which the surplus originated .

3. **Salvage.** If any Inventorial Equipment determined to be Surplus Inventory is not sold after a reasonable time using the methods set forth above, or if it is determined that such property has no reasonable resale value, the General Manager may consider such property Salvage and proceed with the disposal thereof pursuant to Section 6 below.

4. **Donation.** If any Inventorial Equipment determined to be Surplus Inventory is not sold after a reasonable time using the methods set forth above, or if it is determined that such property is obsolete with no reasonable resale or Salvage value, the General Manager may, upon prior approval of the District's Board of Directors, donate such property to another governmental agency or to a certified local non-profit organization that is eligible to receive such items from the District and which provides benefits to the constituents within the District's service area.

**C). Disposal of Inventorial Property.**

1. The District Board of Directors shall upon presentation of documentation from the General Manager determine if any Inventorial Property is Surplus Inventory. The Board

**HELENDALE COMMUNITY SERVICES DISTRICT**  
**Surplus Property and Salvage Policy and Procedures**

---

shall provide guidance to the General Manager as to how to dispose of the property, whether by competitive bid, auction, demolition, scrap or trade or other such method as determined by the Board and General Manager.

2. The District's Board of Directors may authorize the General Manager to hire property consultants, real estate agents, appraisers, or other professional service providers, as necessary, to assist with the sale or disposal of Inventorial Property determined to be Surplus Inventory.

3. Proceeds from the sale of Inventorial Property determined to be Surplus Inventory shall be posted to the each fund from which the surplus originated, unless otherwise directed by the District Board of Directors.

**Section 5. Disposal of Salvage.**

A) Unless otherwise prohibited by law, the General Manager, from time to time, may authorize the sale of Salvage items. Salvage items determined to be surplus, may be sold to recycle centers, other agencies, private businesses, public or private organizations, or non-profit organizations.

B) Proceeds from the sale of Salvage items shall go to the employee benefit and morale fund to offset costs of employee morale and incentive programs to a maximum of \$1,000.00 per quarter or \$4,000.00 per fiscal year.

C) Funds received from the sale of Salvage items shall be posted to the Salvage and Scrap Sales account in the General Fund. Employee expenses paid shall be posted to the Employee Benefit and Morale Expense account. The balance remaining shall be kept in a separate spreadsheet and the balance and account activity reported to the General Manager on a monthly basis.

**Section 6. Extent of Authorization.**

A) The District Board of Directors and the General Manager, to the limited extent expressly set forth herein, are the only parties authorized to sell Surplus Inventory and Salvage. No other District employee shall sell or donate any District vehicles, equipment, furniture or material without the express written authorization of the Board of Directors.

B) Unauthorized removal, disposal, or expropriation of any District-owned Inventorial Equipment, regardless of estimated value, constitutes a breach of District policy and could be construed as misappropriation of public funds.