



Helendale Community Services District

26540 Vista Road, Suite C, Helendale, CA 92342

REGULAR BOARD MEETING **Thursday, June 17, 2021 at 6:30 PM**

SPECIAL NOTICE OF TELECONFERENCE ACCESSIBILITY

Pursuant to the provisions of Executive Order N-29-20 issued by Governor Gavin Newsom in response to the COVID-19 pandemic and in an effort to prevent the spread of the virus, Helendale CSD will hold its board meeting via teleconference. The Helendale CSD Board of Directors will meet in person at the District Office located at 26540 Vista Rd. Suite C. Helendale, CA 92342. This meeting is open to the public via virtual interface and can be accessed by clicking on the link below.

www.zoom.com Meeting ID 463 173 8547 Passcode: HCSD
(Dial-in instructions will be provided after registering at the link above)

Call to Order - Pledge of Allegiance

1. Approval of Agenda

2. Public Participation

Anyone wishing to address any matter pertaining to District business listed on the agenda or not, may do so at this time. However, the Board of Directors may not take action on items that are not on the agenda. The public comment period may be limited to three (3) minutes per person. Any member wishing to make comments may do so by filling out the speaker's card at the following link: <https://www.surveymonkey.com/r/HKGNLL8>. We request that all speaker's cards are filled out by 6:25 pm.

3. Consent Items

- a. Approval of Minutes: June 3, 2021, Regular Board Meeting
- b. Bills Paid Report
- c. Directors Compensation and Expenses
- d. COVID-19 Update

4. Reports

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

Regular Business:

5. Discussion and Possible Action Regarding Adoption of the First Amendment to the Exclusive Franchise Agreement with Burrtec Waste Industries
6. Public Hearing to Receive Comments and Possible Adoption of Resolution 2021-10: A Resolution of the Helendale Community Services District Board of Directors Determining That There was No Majority Protest to Proposed Increases to Refuse Collection Services and Adopting a Rate Schedule for Such Charges and Superseding Existing Applicable Rates

7. Public Hearing to Receive Comments and Possible Adoption of Resolution 2021-11; a Resolution of the Board of Directors of the Helendale Community Services District Approving and Adopting the Fiscal Year 2022 Annual Budget and Authorizing Appropriations Therefrom
8. Discussion and Possible Action Regarding Adoption of Resolution 2021-12: A Resolution of the Board of Directors of the Helendale Community Services District Establishing the Appropriations Limit for Fiscal Year 2022 Pursuant to Article XIII B of the California State Constitution
9. Discussion and Possible Action Regarding Award of Bid for Community Center Paving Project
10. Discussion and Possible Action Regarding Approval of a Professional Services Agreement for Construction Management Services for the Community Center Paving Project

Other Business

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

12. Adjournment

Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, that is sought in order to participate in the above agenda'd 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: June 17, 2021
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #3
Consent Items

CONSENT ITEMS

- a. Approval of Minutes: Regular Board Meeting of June 3, 2021
- b. Bills Paid Report
- c. Directors Compensation and Expenses
- d. COVID Update



Helendale Community Services District

Date: June 17, 2021
TO: Board of Directors
FROM: Kimberly Cox, General Manager
BY: Cheryl Vermette
SUBJECT: Agenda item #3a
Approval of Minutes: June 3, 2021, Regular Board Meeting



*Minutes of the Helendale Community Services District
REGULAR BOARD OF DIRECTORS MEETING
June 3, 2021 at 6:30 PM
26540 Vista Road, Suite C, Helendale, CA 92342*

Pursuant to the provisions of Executive Order N-29-20 issued by Governor Gavin Newsom in response to the COVID-19 pandemic and in an effort to prevent the spread of the virus, Public Participation in Helendale CSD's Board Meeting was held via teleconference.

Board Members Roll Call:

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

Staff Members Present:

Kimberly Cox, General Manager
Cheryl Vermette, Program Coordinator
Craig Carlson, Water Operations Manager

Consultants:

Steve Kennedy, Legal Counsel
Richard Nino, Burrtec Waste
Blane Sandwick, High Desert Underground

Members of the Public:

There were no members of the public present.

Call to Order and Pledge of Allegiance

The meeting was called to order at 6:31 pm by President Tim Smith, after which the Pledge of Allegiance was recited.

1. Approval of Agenda

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

Vote: The motion carried with a 5 – Yes / 0 – No vote

2. Public Participation

None

3. Consent Items

- A. Approval of Minutes: May 20, 2021, Regular Board Meeting
- B. Bills Paid Report
- C. Directors Compensation and Expenses
- D. April Financials
- E. COVID-19 Update

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

Vote: The motion carried by the following 5 – Yes / 0 – No vote: President Smith – Yes; Vice President Spiller – Yes; Director Clark – Yes; Director Schneider – Yes; Director Haas – Yes

4. Reports

A. Directors' Reports

Director Schneider reported that he had a follow-up to his recap of the JPA recycling meeting. The High Desert Second Chance gave an update on curbside contamination – they are

finding about 30% is contaminated. Update on SB 1383 they are trying to figure out how to get money to help with costs for startup.

President Smith reported that he met with the security team about water theft, and it seems to be under control.

B. General Manager's Report

Discussion: General Manager Cox reported that the Budget Public Hearing will be on June 17, staff is working on the budget document for Board review. The CSDA conference will be held August 30 – September 2. The well permit for Well 13 should be issued any day. The Concert in the Park will be held June 19th. Asphalt bids are being reviewed by the engineer. Staff is expecting a recommendation for consideration by the Board at the next meeting (on 6/17).

Program Coordinator Vermette presented the flyer for the Concerts in the Park. Vermette then gave the Solid Waste report. Recycling for the month of March was 71.38 tons and refuse collection was 332.61 tons. The last e-waste pick up was in April with a total of 4,436 pounds recycled. Metal recycling for April totaled 4.57 tons. Green waste recycling for April totaled 4.32 tons at a cost of 644.62. Our last mattress pickup was in April with a total of 131 mattress recycled and a reimbursement of \$294.75.

Water Operations Manager Carlson gave the water report. Staff met with the San Bernardino County Public Health Department at Well #13 for pre inspection. Staff repaired a service line leak at the White Elephant Condos and one at Silver Lakes Parkway. Staff completed all monthly inspections for the month of May and also submitted the Electronic Annual Report for calendar year 2020. Staff is in the process of compiling 2020 sample results for the 2020 CCR. Staff replaced a leaking 6" hydrant valve, soon to be a fire flow valve at the wastewater treatment plant.

Presentation

5. Burrtec Presentation to "The Right Stuff" Community Winners

Discussion: Richard Nino presented background information on the Right Stuff contest as well as announcing the winners for Helendale: Michelle W. and Carolyn T.

6. Discussion Only Regarding Proposed Solid Waste Increase

Discussion: Each year Burrtec presents the CPI increase for solid waste pick up services. Contract requires notice no later than 4/1. Section 10.05 outlines the annual formula-based compensation adjustment: "The maximum rates set forth in Attachment D, Residential Bin and Commercial Services may be adjusted annually effective each July 1st by an amount equal to the calendar year annual twelve-month mean average change in the Consumer Price Index (CPI)... It is understood by both parties that the maximum annual CPI increase shall be no greater than four percent (4%) in any given adjustment period." Previously the market basis for the CPI increase has been the LA- Orange County index. Burrtec has agreed to use the Riverside-San Bernardino-Ontario market beginning this year moving forward. Counsel drafted a contract addendum to memorialize that change. The rate increase will come to the Board for approval on June 17. General Manager Cox presented the proposed increase which included a \$0.31 increase in cart service; a \$0.07 increase in the recycling fee; a \$0.04 increase in the admin fee; no change in the 218-recovery fee; a \$0.04 increase in the franchise fee; and a \$0.37 fee for green waste hauling. The total proposed increase is \$0.83 per month. Proposed CPI increase is 1.87%. General Manager Cox presented only the residential rates, commercial rates vary

significantly based upon service. Public notices were mailed to all affected rate payers. The public hearing is scheduled for June 17. The public hearing will be held in virtual and in-person. To date Staff has not received any inquires or written protests, some initial comments were made on Facebook after the notice was mailed.

Action: There was no action on this item.

7. Discussion and Possible Action Regarding Cancellation of the September 2 Meeting

Discussion: The annual CSDA conference is scheduled for August 30-Sept 2. This conflicts with our September 2 Regular Board meeting. Currently, three Board members and GM will be attending. Staff does not have anything critical scheduled for that meeting. The Board was asked if they wished to cancel this meeting. The Board discussed and decided to cancel the September 2 meeting.

Action: A motion was made by Vice President Spiller to cancel the September 2, 2021 Regular Board Meeting. The motion was seconded by Director Haas.

Vote: The motion carried by the following 5 – Yes / 0 – No vote: President Smith– Yes; Vice President Spiller – Yes; Director Clark – Yes; Director Schneider – Yes; Director Haas – Yes

8. Discussion and Possible Action Regarding Adoption of Resolution 2021-09: A Resolution of the Board of Directors of the Helendale Community Services District Approving Award of a Sole Source Contract to high Desert Underground for Well 13 Potable Pipeline Project.

Discussion: General Manager Cox asked Program Coordinator Vermette to go over the grant costs for the Well 13 project. Vermette went over the grant share and the District share required. Vermette also went through the remaining items and projected costs related to the Well 13 project. General Manager Cox presented a map of the location of the well and the proposed pipeline. She shared that the project has several complicated elements including a slurried drop section in the wash, blow offs in a vault, the connection with the existing AC pipeline, severing Well 5 from the system and capping the line, and working around the existing SLA non-potable pipeline. The pipeline will traverse the property from the new well to approximately 1000' south of Well 6. The pipeline construction will be ductile iron which has a 50-year life span and will allow additional connections for other future wells in the area. The cost of ductile iron is more than other options. High Desert Underground has unique qualifications to complete this project. They have extensive experience with installing ductile iron, they have previously completed ductile iron installation for the District, they have an intimate knowledge of our system and related hydraulics and functions. They have gained knowledge from non-potable connection for the same project. HDU also has the ability for flexible engineering design on the go. Time is of the essence on this project, the pipeline must be completed prior to well completion and supplies are not readily available. The District had hoped to have the well online for summer production, however the CEQA process took longer than expected. The District could not make an award until after the CEQA was completed. We are now awaiting the well permit. The pump and motor are being pre-designed, and Staff is hoping to get the bid out in the next couple of weeks. The well site completion will include a well building and fence, SCADA connection and power. The District is currently working with Southern California Edison on the power.

Action: A motion was made by Director Schneider to adopt Resolution 2021-09 approving award of sole source contract to High Desert Underground for Well 13 Potable Pipeline. The motion was seconded by Director Clark.

Vote: The motion carried by the following 5 – Yes / 0 – No vote: President Smith– Yes; Vice President Spiller – Yes; Director Clark – Yes; Director Schneider – Yes; Director Haas – Yes

Other Business

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

None

President Smith called for a brief recess at 7:24 pm to be followed by closed session which began at 7:45 pm. Legal Counsel Kennedy did not attend the closed session.

Closed Session

The Board met in Closed Session. The Board conferred with its special Counsel, Wes Miliband of the law firm of Atkinson, Andelson, Loya, Ruud & Romo.

10. Conference with Legal Counsel

Government Code Section 54956.9(d)(1)
City of Barstow, et a. v. City of Adelanto, et al.,
Riverside County Superior Court Case No. 208568

President Smith adjourned Closed Session at 8:03 pm and reconvened Open Session at 8:04 pm.

11. Report of Closed Session Items

Discussion: General Manager Cox reported that the Board met in closed session and there were no reportable actions resulting from closed session.

12. Adjournment

Action: President Smith adjourned the meeting at 8:056 pm

Submitted by:

Approved By:

Tim Smith, President

Sandy Haas, Secretary

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



Helendale Community Services District

Date: June 17, 2021
TO: Board of Directors
FROM: Kimberly Cox, General Manager
BY: Sharon Kreinop, Senior Account Specialist
SUBJECT: Agenda Item #3 b
Consent Items: Updated Bills Paid and Presented for Approval

STAFF RECOMMENDATION:

Updated Report Only. Receive and File

STAFF REPORT:

Staff issued 36 checks and 13 EFT's totaling \$265,578.45

Total Cash Available:	<u>6/14/21</u>	<u>6/03/21</u>
Cash	\$6,608,121.90	\$6,573,801.88
Checks/EFT's Issues	\$ 265,578.45	\$ 186,621.48

Investment Report

The Investment Report shows the status of the invested District funds. The current interest rate is 0.03% for LAIF and 0.10% for the CBB Sweep Account for May 2021. Interest earned May 2021 on CBB Sweep Account is \$242.28.



Helendale CSD

Bills Paid and Presented for Approval

Transaction Detail

Issued Date Range: 05/27/2021 - 06/14/2021

Cleared Date Range: -

Issued Date	Number	Description	Amount	Type	Module
Bank Account: 251229590 - CBB Checking					
05/27/2021	24203	California State Disbursement Unit	-230.76	Check	Accounts Payable
05/28/2021	24204	Mojave Resource Management, LLC	-20,339.40	Check	Accounts Payable
06/02/2021	24205	True Liberty Protection Services Inc.	-7,691.00	Check	Accounts Payable
06/02/2021	24206	ACI Payments, Inc	-57.70	Check	Accounts Payable
06/02/2021	24207	Amazon Capitol Services	-60.12	Check	Accounts Payable
06/02/2021	24208	AVCOM Services Inc.	-70.00	Check	Accounts Payable
06/02/2021	24209	Boot Barn Inc.	-222.93	Check	Accounts Payable
06/02/2021	24210	CA-NV Section, AWWA	-100.00	Check	Accounts Payable
06/02/2021	24211	County of San Bernardino	-160.00	Check	Accounts Payable
06/02/2021	24212	Craig Carlson	-331.00	Check	Accounts Payable
06/02/2021	24213	Hartford Life	-274.77	Check	Accounts Payable
06/02/2021	24214	Inland Water Works Supply Co.	-711.46	Check	Accounts Payable
06/02/2021	24215	K. C. Fabrication & Restoration	-9,769.48	Check	Accounts Payable
06/02/2021	24216	Lakeside Heating and Air Conditioning	-333.00	Check	Accounts Payable
06/02/2021	24217	Lowe's Inc.	-1,154.09	Check	Accounts Payable
06/02/2021	24218	Online Information Services, Inc	-17.10	Check	Accounts Payable
06/02/2021	24219	Parkhouse Tire, Inc.	-771.97	Check	Accounts Payable
06/02/2021	24220	Shred-it USA LLC	-84.57	Check	Accounts Payable
06/02/2021	24221	Steve A. Filarsky, Attorney at Law	-560.00	Check	Accounts Payable
06/02/2021	24222	Tyler Technologies, Inc.	-112.00	Check	Accounts Payable
06/02/2021	24223	USA of So. California	-57.85	Check	Accounts Payable
06/02/2021	24224	Sonic Systems, Inc	-1,455.90	Check	Accounts Payable
06/02/2021	24225	Fedak & Brown LLP	-4,476.00	Check	Accounts Payable
06/08/2021	24226	Jean Thomas	-1,500.00	Check	Accounts Payable
06/09/2021	24227	Bank of America	-5,459.09	Check	Accounts Payable
06/09/2021	24228	Burrtec Waste Industries Inc	-124.18	Check	Accounts Payable
06/09/2021	24229	Choice Builder	-1,144.82	Check	Accounts Payable
06/09/2021	24230	Citizens Business Bank	-101,312.38	Check	Accounts Payable
06/09/2021	24231	Desert Service Station Maintenance	-320.29	Check	Accounts Payable
06/09/2021	24232	Frontier Communications	-49.59	Check	Accounts Payable
06/09/2021	24233	Frontier Communications	-133.81	Check	Accounts Payable
06/09/2021	24234	Inland Water Works Supply Co.	-68.64	Check	Accounts Payable
06/09/2021	24235	O'Reilly Auto Parts	-341.93	Check	Accounts Payable
06/09/2021	24236	Print Mart	-107.64	Check	Accounts Payable
06/09/2021	24237	USA Blue Book	-999.47	Check	Accounts Payable
06/09/2021	24238	Plumbers Depot Inc.	-73,455.57	Check	Accounts Payable
06/13/2021	EFT0003704	SW Gas ACH 4-Plex Acct # 910000817466	-75.39	EFT	General Ledger
06/13/2021	EFT0003706	SW Gas Community Center Acct # 91000010177	-22.91	EFT	General Ledger
06/13/2021	EFT0003707	SW Gas Water Shop Acct # 9100001037540	-11.00	EFT	General Ledger
06/13/2021	EFT0003708	SW Gas ACH WWTP Acct # 910000010195	-25.84	EFT	General Ledger
05/27/2021	EFT0003709	SCE ACH Community Center 700218740906	-1,190.84	EFT	General Ledger
05/27/2021	EFT0003711	SCE ACH Sod Farm Acct 700255337588	-1,172.61	EFT	General Ledger
05/27/2021	EFT0003712	SCE ACH Well 6,7,8,9 & 2 Acct 700620711734	-420.33	EFT	General Ledger
06/04/2021	EFT0003717	To record CalPERS Health Premium	-17,428.28	EFT	General Ledger
06/04/2021	EFT0003718	CalPERS Classic Pmt PPE 5/9/21	-7,116.13	EFT	General Ledger

issued Date	Number	Description	Amount	Type	Module
06/04/2021	EFT0003719	CaIPERS PEPRA Pmt PPE 5/9/21	-1,421.70	EFT	General Ledger
06/02/2021	EFT0003722	To record Global Merchant Fees Acct 4366 -	-475.52	EFT	General Ledger
06/02/2021	EFT0003723	To record Global Merchant Fees Acct 4367 -	-1,626.06	EFT	General Ledger
06/02/2021	EFT0003724	To record Tasc Flex Claim Pmt - PPE 5/23/21	-533.33	EFT	General Ledger
			Bank Account 251229590 Total: (50)		-269,578.45
				Report Total: (50)	-269,578.45

Summary

Bank Account
[251229590 CBB Checking](#)

Count	Amount
50	-265,578.45
Report Total:	-265,578.45

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

Count	Amount
50	-265,578.45
Report Total:	-265,578.45

Transaction Type	Count	Amount
Check	36	-234,058.51
EFT	14	-31,519.94
Report Total:	50	-265,578.45



Helendale Community Services District

Date: June 17, 2021
TO: Board of Directors
FROM: Kimberly Cox, General Manager
BY: Cheryl Vermette, Program Coordinator
SUBJECT: Agenda item #3c
Directors' Compensation and Expenses



Helendale Community Services District

Date: June 17, 2021
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #3e
COVID Pandemic Update

STAFF RECOMMENDATION:

Receive and file.

STAFF REPORT:

As of June 8, San Bernardino County remains in the Orange stage. On June 15, the tiers are to be eliminated. As of June 8, the latest update, the state-wide positivity rate is 0.8% over the prior seven days. San Bernardino County's positivity rate is 1%. There continues to be confusion as to what rules will be in place after June 15. The District will continue to maintain compliance with the guidance to the extent possible.

District receivables as of June 14, are \$67,001 which is approximately \$10,000 higher than last report.

Attached is a letter sent to State officials based upon a request from CSDA.

FISCAL IMPACT: \$67,001.26 in outstanding receivables

ATTACHMENTS: State COVID map
Letter to State officials regarding Covid Funding

California's county risk levels

WIDESPREAD

Many non-essential indoor business operations are closed

SUBSTANTIAL

Some non-essential indoor business operations are closed

MODERATE

Some indoor business operations are open with modifications

MINIMAL

Most indoor business operations are open with modifications



STATEWIDE METRICS

2.0 New COVID-19 positive cases per day per 100K

0.8% Positivity rate (7-day average)

34.1% ICU availability

Find a county

Click on the map for updated metrics

COUNTY RISK LEVELS

Risk Level	Counties	Population	Percentage
Substantial	3	284,773	0.7%
Moderate	31	14,684,124	36.5%
Minimal	24	25,180,263	62.7%

Last Updated 8/8/2021

San Bernardino County

Close X

Southern California Region

Eligible to exit Regional Order effective 1/25/2021

Was placed on Regional Stay Home Order 12/6/2020 3:59 PM

COUNTY RISK LEVEL

Moderate*

Some indoor business operations are open with modifications

COUNTY METRICS

1.5 New COVID-19 cases per day per 100K

1.5 Adjusted case rate for tier assignment

1.0% Positivity rate (7-day average)

1.2% Health equity quartile positivity rate



Helendale Community Services District

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

June 9, 2021

The Honorable Gavin Newsom
Governor, State of California
State Capitol, Room 205
Sacramento, CA 95814

The Honorable Toni Atkins
Senate President pro Tempore
State Capitol, Room 219
Sacramento, CA 95814

The Honorable Anthony Rendon
Speaker of the Assembly
State Capitol, First Floor
Sacramento, CA 95814

RE: COVID-19 Fiscal Relief for Independent Special Districts

Dear Governor Newsom, Senate President Pro Tempore Atkins, and Speaker Rendon:

The Helendale Community Services District, along with a coalition of 750 stakeholders, is in strong support of the \$100 million for special district COVID-19 impacts.

Our critical sector employees have been on the job since day one of the pandemic providing water and wastewater services to our small rural community of 6500 people. The District had to lay off over 20% of the non-essential staff due to loss of revenue. Currently our revenue shortfalls are over \$321,000. For a small district this has created unexpected challenges of delayed maintenance and capital improvement project, staff's emotional and mental health while continuing to work in a critical infrastructure sector during the COVID-19 pandemic has been challenging.

We strongly support the legislative proposal for one-time relief funding for special districts who can demonstrate financial need due to the COVID-19 pandemic and ask the Administration to also support its inclusion in the final budget and that it be accessible only to independent special districts. Additionally, we ask for your support in extending future relief through American Rescue Act funds to address needs that continue beyond proposed relief funding.

Special districts provide vital services to local communities and were instrumental in protecting the public's health and safety throughout the pandemic. **We ask for your strong support to ensure the independent special districts that responded to the needs of our communities during the pandemic are provided the support necessary to meet the next challenges we know are ahead.** Please include the above funding for special districts in the final 2021-22 Budget Act. We thank you for your consideration of this request.

Kind Regards,

Kimberly Cox, DPA
General Manager

CC: The Honorable Senator Grove, 16th Senate District
The Honorable Thurston Smith, Assembly 33 District



Helendale Community Services District

DATE: June 17, 2021
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #5
Discussion and Possible Action Regarding Adoption of the First Amendment to the Exclusive Franchise Agreement with Burrtec Waste Industries

STAFF RECOMMENDATION:

Staff recommends approval

STAFF REPORT:

The Bureau of Labor Statics (BLS) developed a new market index for the Riverside-San Bernardino-Ontario area. For the last two years the District has reference this index for employee related costs. While data is only updated every other month, it provides a more accurate analysis of costs increases affecting local residents.

Each year the District receives a cost increase from Burrtec for solid waste services which is based upon the BLS data for the LA-Orange counties areas per the terms of the contract most recently adopted in 2018. Burrtec has agreed to begin using the new market index in its annual rate request beginning with this current year that will be effective 7/1/2021.

District General Counsel has drafted the document for the Board's consideration. The amendment has been reviewed by Burrtec and they have indicated they have no issues with this change. Once the Board approves the Amendment, it will be provided to Burrtec for signature.

FISCAL IMPACT: None

REQUESTED ACTION: Approve First Amendment to the Exclusive Franchise Agreement with Burrtec Waste Industries

ATTACHMENTS: Amendment

**FIRST AMENDMENT TO
EXCLUSIVE FRANCHISE AGREEMENT**

This FIRST AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT is entered into as of the 17th day of June, 2021, by and between HELENDALE COMMUNITY SERVICES DISTRICT, a public agency organized under the laws of the State of California (“District”), and BURRTEC WASTE INDUSTRIES, INC., a California corporation (“Contractor”).

R E C I T A L S

A. Effective January 1, 2018, District and Contractor entered into an Exclusive Franchise Agreement (“Agreement”) for solid waste handling and recycling services.

B. Section 10.05 of the Agreement sets forth the manner in which Contractor’s rates may be annually adjusted by the applicable Consumer Price Index.

C. District and Contractor wish to amend the Agreement to change the applicable Consumer Price Index from the Los Angeles-Riverside-Orange Counties region to the Riverside-San Bernardino-Ontario area effective July 1, 2021.

C O V E N A N T S

NOW THEREFORE, in consideration of the preceding Recitals and the mutual Covenants contained herein, the parties hereto agree as follows:

Section 1. RATE ADJUSTMENTS. Pursuant to Section 15.10 of the Agreement, the first paragraph of Section 10.05 of the Agreement is hereby amended effective July 1, 2021, to provide as follows:

“The maximum rates set forth in Attachment D, Residential Bin and Commercial Services may be adjusted annually effective each July 1st by an amount equal to the calendar year annual twelve-month mean average change in the Consumer Price Index for All Urban Consumers for the Riverside-San Bernardino-Ontario Area as published by the United States Department of Labor, Bureau of Labor Statistics for the previous calendar annual twelve-month period (“CPI”). It is understood by both parties that the maximum annual CPI increase shall be no greater than four percent (4%) in any given adjustment period.”

Section 2. STATUS OF AGREEMENT. Except as expressly set forth herein, all other provisions of the Agreement, including Sections 10.05.a. and 10.05.b., shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Exclusive Franchise Agreement to be executed by their respective officers as of the date first written above.

DISTRICT

By: _____
Tim Smith, President, Board of Directors
Helendale Community Services District

ATTEST:

By: _____
Sandy Haas, Secretary
Helendale Community Services District

CONTRACTOR

By: _____
Cole Burr, President
Burrtec Waste Industries, Inc.



Helendale Community Services District

DATE: June 17, 2021
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #6
Public Hearing to Receive Comments and Possible Adoption of Resolution 2021-10:
A Resolution of the Helendale Community Services District Board of Directors
Determining That There Was No Majority Protest to Proposed Increases to Refuse
Collection Services and Adopting a Rate Schedule for Such Charges and Superseding
Existing Applicable Rates

STAFF RECOMMENDATION:

None

STAFF REPORT:

Per the contract with Burrtec Waste Industries, a request for a Consumer Prices Index (CPI) increase is submitted to the District each year prior to April for review and acceptance. The amount of this contemplated increase for FY2022 for residential customers is \$0.83 per month. This increase, tied to an economic index published by the Bureau of Labor Statistics (BLS), validates that the requested increase is appropriate to cover the increased cost of doing business. It includes such factors as fuel and other commodities. After the Board accepted the request Staff began the Proposition 218 notification process which included a public meeting held 6/3/2021, and a public hearing held on 6/17/2021.

Section 10.05 of the contract as amended in the prior Board action outlines the annual formula-based compensation adjustment as follows:

"The maximum rates set forth in Attachment D, Residential Bin and Commercial Services may be adjusted annually effective each July 1st by an amount equal to the calendar year annual twelve-month mean average change in the Consumer Price Index for All Urban Consumers for the ~~Los Angeles-Riverside-Orange~~ Riverside-San Bernardino-Ontario area as published by the United States Department of Labor, Bureau of Labor Statistics for the previous calendar year annual twelve-months period (CPI)"...It is understood by both parties that the maximum annual CPI increase shall be no greater than four percent (4%) in any given adjustment period."

Attached for the Board's information is the letter requesting the CPI increase per the contract terms above. The noted CPI for FY2022 is 1.87% which is below the maximum increase allowed by

the contract of 4%. The CPI increase last Fiscal Year was 3.07% and an increase in recycling costs of \$1.77.

The breakdown for the residential CPI and other related increases are represented on the chart below. Commercial rates vary significantly and are represented in the attachments to this staff report.

Fee	Current	Proposed	Difference
Cart service w/ESFR	16.49	16.80	0.31
Recycling Fee	1.77	1.84	0.07
Admin Billing Fee	2.36	2.40	0.04
218 Fee	0.07	0.07	0
Franchise Fee	2.29	2.33	0.04
Green Waste Hauling	0	0	.37

\$0.83

A new fee has been added this year to help cover the hauling of green waste that is dropped off at the recycling center. Burrtec has increased the fee this year and the existing rate structure does not include a component for the green waste disposal. During the pilot period, Burrtec gave an exceptional rate so the District could determine if the program met a need within the community. The disposal for green waste, as with all other residential disposal charges, is covered under the ESFR fee that is placed on the property tax bill each year. This fund will close out the year in the red with revenues from the small reserve fund, currently at approximately \$320,000, covering the deficit. The upcoming budget is equally as tight. With the green waste service open to all residents, it is appropriate to add the \$4.44 annual charge to the trash bill to cover hauling. Further, it is anticipated that this program will satisfy some of the onerous waste diversion mandates that will be implemented later this year. If this program is accepted in lieu of additional curbside containers, it will save money for our customers by not having to pay for an additional can and sort food waste, etc.

FISCAL IMPACT: Increases as outlined in Staff report and public notice.

REQUESTED ACTION: Conduct the public hearing and consider adoption of Resolution 2021-10

ATTACHMENTS: Resolution 2021-10
 Mailed Public notification for rate increase
 Burrtec Letter requesting rate increase dated March 15, 2021



RESOLUTION NO. 2021-10

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HELENDALE COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS DETERMINING THAT THERE WAS NO MAJORITY PROTEST TO PROPOSED INCREASES TO REFUSE COLLECTION SERVICES CHARGES AND ADOPTING A RATE SCHEDULE FOR SUCH CHARGES AND SUPERSEDING EXISTING APPLICABLE RATES

WHEREAS, the Helendale Community Services District (“District”) is a Community Services District located within the County of San Bernardino and is organized and operates pursuant to the California Government Code Section 61000 et seq.

WHEREAS, on or about June 21, 2006, the Local Agency Formation Commission of the County of San Bernardino (“LAFCO”) adopted Resolution No. 2927 which made determinations on, and approved the incorporation of, the District, which was subsequently approved by the electorate pursuant to an election held on November 7, 2006, and thereafter confirmed by LAFCO pursuant to its adoption of Resolution No. 2951 on December 4, 2006, all of which operated to authorize the formation of the District as the successor agency for the performance of water, sewer, streetlighting, refuse collection, parks and recreation, and graffiti abatement functions and services within the prior County Service Area 70, Improvement Zones B and C (the “District Boundaries”).

WHEREAS, LAFCO Resolution No. 2951 specifically authorizes the District to collect, transfer, and dispose of solid waste and to provide solid waste handling services, including but not limited to source reduction, recycling, and composting activities, pursuant to Division 30 (commencing with Section 40000), and consistent with Section 41821.2 of the Public Resources Code (“Solid Waste Services”), within the District Boundaries.

WHEREAS, pursuant to the authority expressly set forth in LAFCO Resolution No. 2951, the District entered into an Exclusive Franchise Agreement with Burrtec Waste Industries, Inc. (“Burrtec”), effective December 1, 2011, and updated effective January 1, 2018 (the “Franchise Agreement”), which granted to Burrtec the exclusive right, privilege, and franchise to provide certain Solid Waste Services (as described in the Franchise Agreement) within the District Boundaries, subject to the terms and conditions of said Franchise Agreement.

WHEREAS, the Franchise Agreement established a rate schedule for the refuse collection service charges for the Solid Waste Services, subject to potential annual adjustment in an amount equal to the calendar year annual twelve-month mean average change in the Consumer Price Index for All Urban Consumers for Los Angeles-Riverside-Orange Counties as published by the United States Department of Labor, Bureau of Labor Statistics, for the previous calendar year annual twelve-month period (“CPI”).

WHEREAS, pursuant to the Franchise Agreement, Burrtec submitted to the District a written request not later than April 1, 2021, for a CPI-based rate adjustment of 1.87 percent to the refuse collection service charges for Residential Cart Solid Waste Services resulting in an increase of **\$0.31**

per month totaling \$3.72 per year per residential customers.

WHEREAS, the cost of processing residential recycled materials and the value to resell such items for beneficial use has significantly diminished over the last years, however, an increase in processing costs is realized in the increased cost of recycling of **\$0.07** cents per month or **\$0.84** per year.

WHEREAS, the cost of hauling green waste has increase over previous years, and was historically paid from the ESFR revenue, a fee has been included of **\$0.37** cents per month or **\$4.44** per year.

WHEREAS, the revenue raised by the proposed rate increases to the refuse collection service charges will be used to provide adequate Solid Waste Services within the District Boundaries and do not exceed the total cost of such services.

WHEREAS, the District is allowed to collect certain administrative fees in relation to residential cart service for billing and processing residential solid waste customer payments and other related costs of **\$0.04** cents, in addition to a franchise fee that has also increased by **\$0.04** cents, and the costs of printing and postage to mail notifications of **\$0.07** per customer per month which is unchanged from last year for a total cost increase of **\$0.83** per residential customer per month or **\$9.96** per year.

WHEREAS, this action is necessary to meet operation and administration expenses for refuse disposal and recycling programs, and to obtain funds necessary to maintain adequate Solid Waste Services within the District Boundaries, and is therefore exempt from the requirements of the California Environmental Quality Act as provided by Public Resources Code Section 21080(b)(8).

WHEREAS, rates for commercial solid waste customers varies by numerous factors and are outlined on Exhibit A based upon service specifics

WHEREAS, the amount of the rates and charges hereby adopted do not exceed the reasonable anticipated costs for the corresponding services provided by the District, and therefore the fees imposed hereby to not qualify as a "tax" under Article XIIC, Section 1(e) of the California Constitution or Section 50076 of the California Government Code, and the actions taken herein are exempt from the additional notice and public meeting requirements of the Brown Act pursuant to Government Code Section 54954.6(a)(1)(A) and (B).

WHEREAS, the District has satisfied all of the substantive and procedural prerequisites of Articles XIIC and XIID of the California Constitution in establishing the rates and charges set forth herein, including but not limited to, the identification of the parcels upon which the rates and charges will be imposed; the calculation of the rates and charges; the mailing of written notice to the record owners of each parcel upon which the rates and charges will be imposed describing the amount thereof, the basis upon which the rates and charges were calculated, the reason for the rates and charges, and the date, time, and location of the public hearing to be held thereon; and the conducting of a public hearing on the rates and charges not less than 45 days after mailing the notice during which all protests against the fee were considered.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Helendale Community Services District does hereby resolve and determine that the written protests against the rates and

charges set forth herein that were received by the District prior to the close of the public hearing hereon represented less than a majority of the parcels subject to the rates and charges set forth below and, thus, the District's Board of Directors further finds that the public interest and necessity requires the adoption of the following rates and charges for Solid Waste Services, as well as affirmation and ratification of all prior rates and charges previously approved and/or adopted by the District's Board of Directors:

SECTION 1. REFUSE COLLECTION SERVICE CHARGES

The rates for residential and commercial refuse collection service charges for Solid Waste Services within the District Boundaries are hereby established in the amounts listed in Exhibit "A" attached hereto and incorporated herein by this reference.

SECTION 2. GENERAL MANAGER AUTHORITY

The District's General Manager is hereby authorized to take any and all actions necessary to carry out the intent of the District's Board of Directors as is stated herein and as otherwise required in order to comply with applicable law.

SECTION 3. EFFECTIVE DATE

This Resolution shall take effect on July 1, 2021, and shall supersede any and all prior resolutions and ordinances applicable to the District only to the extent expressly inconsistent with the terms hereof.

APPROVED AND ADOPTED by the Board of Directors of the Helendale Community Services District at a regular meeting held on June 17, 2021, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

By:

Tim Smith, Vice President

Attest:

Sandy Haas, Secretary

NOTICE OF PUBLIC HEARING REGARDING HELENDALE COMMUNITY SERVICES DISTRICT REFUSE COLLECTION SERVICE CHARGES

The Board of Directors will be considering an \$0.83 cent per month increase in weekly residential curbside trash service and various increases in commercial rates based upon level of service.

Article XIII D of the California Constitution requires the Helendale Community Services District (HCSD) to send notification of a proposed rate increase to all owners and tenants of real property within HCSD's service area who would be directly liable to pay for refuse collection services at least 45 days prior to a Public Hearing at which adoption of the proposed rate increases will be considered. In accordance with those requirements, please be advised that HCSD is proposing an increase in its refuse collection service charges. This Notice identifies the amount of the proposed rate increases; the basis upon which the proposed increases were calculated; the reason for the proposed rate increases; the date, time, and location of a public hearing on the proposed rate increases; and the manner in which all persons opposed to the proposed increases may object and/or file a written protest thereto. Consequently, please be advised that this document shall serve as formal notification to you that HCSD's Board of Directors will hold a Public Meeting on June 3, 2021, and a Public Hearing on June 17, 2021, on the proposed rate increases described herein, at 6:30 p.m., in the HCSD Board Room located at 26540 Vista Road, Suite C, Helendale, California and will also be available via teleconference at www.zoom.com Meeting ID: 463 173 8457 Passcode: HCSD

INFORMATION ABOUT THE CHARGES

- A. Basis upon which the charges were calculated.** The HCSD Board of Directors has previously determined that the collection and disposal of refuse in its service area shall be performed by Burrtec Waste Industries, Inc. ("Burrtec"), under the terms of an exclusive franchise agreement. The monthly residential curbside collection charge is comprised of six components: (1) an amount for the administration and operation of automated curbside refuse collection service, which includes the provision of collection carts - a 95 gallon refuse cart and up to two 65-gallon recycling carts - with weekly pick-up service; (2) the cost of recycling; (3) an amount to compensate HCSD for its administrative costs in connection with billing, customer service and noticing requirements; (4) an amount to compensate HCSD for franchise service provisions as assumed from the County of San Bernardino; (5) the cost of residential disposal at the landfill; and (6) the cost of hauling green waste. Typically, residential disposal costs are paid out of a disposal fee listed on the property tax bill. If this fee is not paid on the tax bill, then the disposal costs are added to the monthly bill for those accounts receiving curbside service. The commercial charges are comprised of three components: (1) An amount for the administration and operation of commercial bin refuse and recycling collection service; (2) the tipping/disposal fee; and (3) an amount to compensate HCSD for franchise service provisions as assumed from the County of San Bernardino.
- B. Reason for the proposed increases.** The total proposed increase of \$0.83 per month is based on the following factors: a \$0.31 per month increase for collection service based on the Riverside-San Bernardino-Ontario 2020 average Consumer Price Index (CPI) for All Urban Consumers; a \$0.04 increase per month in the administration fee to reflect the CPI increase; a \$0.04 increase per month in the franchise fee to reflect the CPI increase; a \$0.07 increase per month in the cost of recycling; and the addition of a \$0.37 charge for green waste drop off service to help comply with State mandatory organics requirements under SB 1383. Commercial rates vary by frequency and type of service. See Exhibit A for more service specific information.
- C. Charge per parcel.** HCSD proposes to adopt the rate increases for residential and commercial refuse collection service charges as described in Exhibit A on the reverse side of this Notice. If you need assistance determining the charge for your property or parcel for residential service, you may contact HCSD by calling (760) 951-0006, by mail to PO BOX 359, Helendale, CA 92342, or in person at 26540 Vista Road, Suite B, Helendale, California. For questions about commercial refuse service, you may contact Burrtec by calling (760) 245-8607.
- D. Written report.** A written report has been prepared and filed with HCSD's General Manager regarding the proposed new commercial and residential refuse collection service charges. As required by California Government Code Section 66016, the written report also provides data indicating the amount of cost, or estimated cost, to provide refuse collection service and the revenue sources anticipated to provide the service. A copy of the written report is available at HCSD's office located at 26540 Vista Road, Suite B, Helendale, California.

HOW TO PARTICIPATE

If you have any questions or comments about the proposed rates or wish to protest you may:

Write – Formal written protests may be mailed to the Helendale Community Services District, Attention: Clerk of the Board, P.O. Box 359, Helendale, CA 92342; or hand delivered to the administration office at 26540 Vista Road, Suite B, Helendale, California. Written protests must specify the rate or charge being protested and must include: Your name, parcel number and/or service address, and your signature. E-mailed protests will not be accepted.

Attend the Public Hearing – Written protests may also be submitted at the Public Hearing on June 17, 2021 at 6:30 p.m., in HCSD's Board Room located at 26540 Vista Road, Suite C, Helendale, California. All written protests must be received before the Public Hearing. You may address the Board; however, oral comments do not qualify as a formal protest unless accompanied by a written protest. You may attend the Public Hearing on June 17, 2021, at 6:30 p.m. either in-person at HCSD's Board Room located at 26540 Vista Road, Suite C, Helendale, California, or via teleconference at www.zoom.com Meeting ID: 463 173 8457 Passcode: HCSD

Information available to you – Copies of the written report, the proposed Resolution, HCSD's exclusive franchise agreement with Burrtec, and further details concerning the reasons for the proposed rate increases and the basis upon which they were calculated, are available for review at the HCSD office located at 26540 Vista Road, Suite B, Helendale, California.

Public Hearing process – At the time of the Public Hearing, the Board of Directors will hear and consider all protests and objections. After the Public Hearing, if a majority of the property owners and tenants of real property directly liable for paying refuse collection service bills for the affected parcels file written protests in opposition to the proposed rate increases, the increases will not be imposed. However, if a majority protest is not received, HCSD's Board of Directors may increase the refuse collection service rates after public input and deliberation in the manner described in this Notice. If adopted, the proposed rates would become effective **July 1, 2021**.

EXHIBIT A - HELENDALE CSD PROPOSED 2021 RATE INCREASE

Service Type	Current 2020 Rate	Proposed 2021 Rate	Service Type	Current 2020 Rate	Proposed 2021 Rate	Service Type	Current 2020 Rate	Proposed 2021 Rate	Service Type	Current 2020 Rate	Proposed 2021 Rate
Residential Service											
95-gallon barrel w/paid disposal costs	\$ 22.88	\$ 23.44	Size			Permanent (Trash) + Disposal/Processing			Food Waste Bins & Barrel		
95-gallon barrel w/o paid disposal costs	\$ 30.24	\$ 30.70	1.5	\$ 71.32	\$ 72.66	40 yard	\$ 217.18	\$ 221.18	Size		
Extra 95-gallon trash barrel	\$ 8.16	\$ 8.31	1.5	\$ 142.61	\$ 145.28	20 yard	\$ 217.18	\$ 221.18	Frequency		
65/95-gallon recycle 1st extra	N/C	N/C	1.5	\$ 213.92	\$ 217.92	10 yard	\$ 217.18	\$ 221.18	2	\$ 208.78	\$ 246.00
65/95-gallon recycle extra	\$ 1.60	\$ 1.63	2	\$ 91.98	\$ 93.70	40 yard compactor	\$ 217.18	\$ 221.18	2	\$ 406.05	\$ 480.29
Extra pick-up on non-service day (barrels)	\$ 24.24	\$ 24.70	1	\$ 183.96	\$ 187.39	Dry Run /Relocate	\$ 77.04	\$ 78.49	2	\$ 603.31	\$ 714.58
Extra pick-up on service day (barrels)	\$ 8.16	\$ 8.31	2	\$ 183.96	\$ 187.39	Rental Fee (per day)	\$ 26.08	\$ 26.57	2	\$ 800.57	\$ 948.86
Barrel Exchange (one per year at no charge, does not apply to graffiti or damaged barrels)	\$ 16.61	\$ 16.92	3	\$ 275.92	\$ 281.08	Disposal (per ton)	\$ 59.94	\$ 59.94	2	\$ 997.84	\$ 1,183.14
			3	\$ 124.18	\$ 126.50				2	\$ 1,195.09	\$ 1,417.42
			3	\$ 248.37	\$ 253.01	Temporary Roll-Offs (Trash)					
			3	\$ 372.56	\$ 379.52	40 yard	\$ 576.82	\$ 580.82	65g	\$ 73.34	\$ 85.82
Commercial Trash Service											
95-gallon barrel -1x	\$ 18.49	\$ 18.71	Size			20 yard	\$ 816.58	\$ 820.58	65g	\$ 128.11	\$ 152.72
95-gallon barrel -2x	\$ 46.39	\$ 47.02	1.5	\$ 171.38	\$ 173.87	10 yard	\$ 816.58	\$ 820.58	65g	\$ 237.65	\$ 286.53
95-gallon barrel -3x	\$ 68.20	\$ 69.11	1.5	\$ 252.50	\$ 256.16	Dry Run /Relocate	\$ 77.04	\$ 78.49	65g	\$ 292.43	\$ 353.44
Automated Recy 65g - 1x	\$ 8.59	\$ 8.78	2	\$ 117.31	\$ 119.03	Disposal (per ton)	\$ 59.94	\$ 59.94	65g	\$ 347.19	\$ 420.34
Barrel Exchange (one per year at no charge, does not apply to graffiti or damaged barrels)	\$ 16.61	\$ 16.92	2	\$ 225.44	\$ 228.70	Green Waste Bins & Barrel					
Barrel Replacement (lost or stolen)	\$ 71.56	\$ 72.89	2	\$ 333.54	\$ 338.35	Size			Frequency		
			3	\$ 162.18	\$ 164.51	1.5	\$ 214.12	\$ 218.12	1	\$ 100.97	\$ 102.80
			3	\$ 324.32	\$ 328.97	20 yard	\$ 214.12	\$ 218.12	2	\$ 192.67	\$ 196.13
			3	\$ 486.55	\$ 493.51	10 yard	\$ 214.12	\$ 218.12	3	\$ 284.42	\$ 289.52
			3	\$ 648.72	\$ 657.99	40 yard compactor	\$ 214.12	\$ 218.12	1	\$ 183.47	\$ 186.76
			3	\$ 810.87	\$ 822.47	40 yard g/w	\$ 268.54	\$ 273.57	2	\$ 366.89	\$ 373.47
			3	\$ 973.05	\$ 986.97	Liner for Roll-Off	\$ 111.11	\$ 113.19	3	\$ 550.40	\$ 560.26
			3	\$ 1,111.11	\$ 1,131.19	Roll-Off Drop-Off Program for g/w (per box)	\$ 192.71	\$ 156.31	4	\$ 733.85	\$ 746.99
			3	\$ 1,311.11	\$ 1,331.19				5	\$ 917.28	\$ 933.71
			3	\$ 1,511.11	\$ 1,531.19				6	\$ 1,100.75	\$ 1,120.46
			3	\$ 1,711.11	\$ 1,731.19				1	\$ 55.25	\$ 56.25
			3	\$ 1,911.11	\$ 1,931.19						
			3	\$ 2,111.11	\$ 2,131.19						
			3	\$ 2,311.11	\$ 2,331.19						
			3	\$ 2,511.11	\$ 2,531.19						
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			3	\$ 19,711.11	\$ 19,731.19						
			3	\$ 19,911.11	\$ 19,931.19						
			3	\$ 20,111.11	\$ 20,131.19						
			3	\$ 20,311.11	\$ 20,331.19						
			3	\$ 20,511.11	\$ 20,531.19						
			3	\$ 20,711.11	\$ 20,731.19						
			3	\$ 20,911.11	\$ 20,931.19						



BURRTEC

WASTE INDUSTRIES, INC.

"We'll Take Care Of It"

March 15, 2021

Kimberly Cox
Helendale Community Services District
26540 Vista Rd, Suite B
P.O. Box 359
Helendale, CA 92342

RE: 2021 Rate Review Report

Dear Ms. Cox:

Pursuant to the Agreement for Solid Waste Handling and Recycling Services, Burrtec respectfully requests a 2021 rate adjustment and submits the following rate review information.

This year's rate adjustment is comprised of the following factors:

- A collection service adjustment based on the Riverside-San Bernardino-Ontario 2020 average Consumer Price Index for All Urban Consumers at 1.87%.
- Estimated no change in the per ton disposal fee as charged by San Bernardino County at \$47.94 per ton. Impacted rates will be adjusted prior to finalizing the proposed rates.
- A residential recycling service cost factor based on 2020 recyclable commodity values and material processing costs resulting in an increase of \$0.07 per month.
- An updated discounted rate for the green waste drop off program service charge.
- Updated green waste and food waste recycling programs rates to reflect updated tipping fees at Victor Valley Compost and comply with state mandatory commercial organics recycling requirements under AB 1826 and SB 1383.

Enclosed please find the detailed rate review work sheets.

Thank you for the consideration.

Sincerely,

Richard Niño
Vice President



Helendale Community Services District

DATE: June 17, 2021
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #6
Public Hearing to Receive Comments and Possible Adoption of Resolution 2021-11:
A Resolution of the Board of Directors of the Helendale Community Services District
Approving and Adopting the Fiscal Year 2022 Annual Budget and Authorizing
Appropriations Therefrom

STAFF RECOMMENDATION:

Consider approval of the FY 2022 Annual Budget.

STAFF REPORT

The public notice for budget adoption was published on June 3 and June 10, identifying the date and time of the public hearing at which the public can provide comment on how the District expends the funds collected.

Attached for reference is the budget in worksheet format. The final budget document with department statistics and details will be presented to the Board in hard copy format at the meeting due to the size of the document.

Over the past three months, District staff has presented various aspects of the budget at both a special board meeting and regular board meetings where various components of the budget were discussed. The structure and composition of the budget is intended to provide greater depth of information and transparency as requested by the Board. The specificity of revenues and expenditures in the budget will provide a clear guide to the public as to how the District utilizes the funds it receives. Staff will make a detailed presentation to the Board and the public during the hearing.

The budget is developed using the “zero-based budget” technique, which means all line items start at “zero” at the beginning of each fiscal year. All line items were evaluated based upon current year’s expenses and anticipated costs during the upcoming year. An extensive review of revenue and expenditure details was part of the staff-level budget process. The Budget Summary pages (attached) show the projected results of operations for fiscal year 2021 and the proposed fiscal year 2022 budget.

Capital Improvement Plan

The contemplated capital improvement expenditures as discussed with the Board are included in the budget document and everything over the General Manager's signing authority will be discussed with the Board on a case-by-case basis and a designated funding source identified as part of the Board approval process. Funding for capital items could include grant funding, reserves, or projected excess revenue. A projected five-year Capital Improvement Plan (CIP) is included in the full Budget. The CIP is a look ahead by Staff as to what projects are considered necessary for the park, water, and wastewater operations. During the year additional unanticipated capital improvements may occur that are not embodied in the CIP document. The development of the Park CIP has been a collaborative process involving discussion with the Board and the Park & Rec Committee.

Availability of the Budget

Copies of the draft detailed budget for fiscal year 2022 are available at the District administrative office for public viewing and is part of the agenda material. Once approved, the FY2022 Budget will be posted on the District's website.

Staffing

The organizational chart included within the budget depicts the approved staffing that was previously discussed with the Board. No significant modifications have been made to staffing over the previous budget year. Staffing is discussed in full-time equivalents or FTE's which represents 2080 working hours in a year. Staffing has reduced slightly from 22.44 FTE to 22.3 FTE. Water staffing essentially remains the same with anticipation that two staff members will advance to the next level once they receive the appropriate certifications. Advancement for one park worker is anticipated during the course of the year based upon performance. Salary costs increased based upon the approved Cost of Living Adjustment (COLA) of 2.5% and an anticipated merit increase during the year.

Debt Service

The District has a reduced debt service burden in FY22 due to the early pay-off of one loan and the refinance of a second loan. The District will continue to pay down debt as quickly as practical. Interest and principle are listed in each fund for the greatest transparency.

Fiscal Impact

The projected net surplus based upon the revenue and expenditure estimates contained within the draft budget document are as follows:

Fund	Revenue	Expenditures	Balance
Water	\$ 2,978,255	\$ 2,018,981	\$ 959,274
Wastewater	\$ 1,328,678	\$ 1,238,989	\$ 89,689
Solid Waste	\$ 852,833	\$ 871,330	\$ (18,497)
Recycling Center	\$ 173,259	\$ 173,259	\$ -
Properties	\$ 128,280	\$ 117,994	\$ 10,286
Parks	\$ 540,501	\$ 329,368	\$ 211,133
Admin	\$ 120,501	\$ 120,501	\$ -

**Does not include any capital expenditures for the year*

Park funding:

The Board has prioritized the development of park facilities utilizing discretionary funds. This Fiscal Year the Recycling center is anticipated to contribute \$126,740 to park development per Board direction based upon the estimated revenues and expenses. Other revenue sources include cell site rental, franchise fees for solid waste. To date the District has developed a 14-acre public park that includes soccer/football fields, baseball fields, playground, exercise circuit and picnic shelters and pavilions. The park has an inter-fund loan with Wastewater that is memorialized in a resolution and prepayment plan. Each year \$42,100 is repaid on this loan.

FISCAL IMPACT: As outlined in the draft Fiscal Year 2022 Budget

REQUESTED ACTION: Adopt Resolution 2022-11

ATTACHMENTS: Resolution 2021-11
FY 2022 budget (worksheet only)



RESOLUTION NO. 2021-11

RESOLUTION OF THE BOARD OF DIRECTORS OF THE HELENDALE COMMUNITY SERVICES DISTRICT APPROVING AND ADOPTING THE 2020 ANNUAL BUDGET AND AUTHORIZING APPROPRIATIONS THEREFROM.

WHEREAS, a proposed annual budget for the Helendale Community Services District for the fiscal year commencing July 1, 2021, and ending June 30, 2022 was submitted to the Board of Directors and is on file in the District Administration office; and

WHEREAS, the proceedings for adoption of the budget have been duly taken; and

WHEREAS, the Board of Directors conducted budget workshops open to the public and has made certain revisions and modifications to the proposed budget; and

WHEREAS, the General Manager has caused the proposed document to reflect the changes ordered by the Board of Directors.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE HELENDALE COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The budget incorporated herein by reference, is adopted by Resolution as the Annual Budget for the Helendale Community Services District for the fiscal year commencing July 1, 2021 and ending June 30, 2022.

Section 2. There is hereby appropriated to each account set forth in the said budget, incorporated herein by reference, the sum shown for each account in the Fiscal Year 2022 Budget, and the General Manager is authorized and empowered to expend such sum for the purpose of such account within the purchasing limits adopted by prior Board resolution. No expenditure by any department for any items within an account shall exceed the amount budgeted therefore without prior approval of the General Manager, and/or prior approval of the District Board of Directors.

APPROVED AND ADOPTED this 17th day of June, 2021.

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

By: _____
Tim Smith, President

Attest: _____
Sandy Haas, Secretary

Budget Worksheet

FY 2019-2020 **FY 2019-2020** **FY 2020-2021** **FY 2020-2021** **FY 2021-2022**
Total Budget **Total Activity** **Total Budget** **Total Activity** **Total Budget**

Water Sales - Commercial-Meter 24,209.88 31,559.91 25,420.44 50,778.75 34,559.54

01-411021-00-0

Budget Detail

Description	Units	Price	Amount
Commercial 1" Meter" \$46.05x 12 = \$552.60	13.00	-552.60	-7,183.80
Commercial 2" Meter" \$96.71 x 12 = \$1160.52	12.00	-1,160.52	-13,926.24
Commercial 3" Meter" \$363.81x 12 = \$4365.72	2.00	-4,365.72	-8,731.44
Commercial 2" WWTP Internal	2.00	96.71	193.42
Construction Meter \$545.72 x 3 meters= \$1637.16	3.00	-1,637.16	-4,911.48

01-411022-00-0

Budget Detail

Description	Units	Price	Amount
Water Sales - Commercial-Cons...	17,550.00	52,044.12	19,845.00
Consumption - Churches	550.00	-1.50	-825.00
Consumption - Commercial	11,000.00	-1.50	-16,500.00
Consumption - Construction Hydrant	500.00	-3.99	-1,995.00
Consumption - Hotel	150.00	-1.50	-225.00
Consumption - Wastewater Internal	200.00	-1.50	-300.00

01-411421-00-0

Budget Detail

Description	Units	Price	Amount
Water Sales - Park-Meter	3,923.52	6,715.10	6,741.84
Park 1" Meter: \$46.05 x 12 = \$552.60	8.00	-552.60	-4,420.80
Park 2" Meter: \$96.71 x 12 = \$1160.52	2.00	-1,160.52	-2,321.04

01-411422-00-0

Budget Detail

Description	Units	Price	Amount
Water Sales - Park-Consumption	18,764.25	28,849.50	45,363.00
Consumption - Park	16,542.00	-1.50	-24,813.00
Consumption - SLA RV Park	2,200.00	-1.50	-3,300.00
Consumption Park (Internal)	23,000.00	-0.75	-17,250.00

01-411521-00-0

Budget Detail

Description	Units	Price	Amount
Water Sales - School-Meter	9,891.96	9,852.71	9,891.96
School 3" Meter: \$363.81 x 12 = \$4365.72	1.00	-4,365.72	-4,365.72
School 4" Meter : \$460.52 x 12 = \$5526.24	1.00	-5,526.24	-5,526.24

Budget Worksheet

		FY 2019-2020 Total Budget	FY 2019-2020 Total Activity	FY 2020-2021 Total Budget	FY 2020-2021 Total Activity	FY 2021-2022 Total Budget
01-411522-00-0	Water Sales - School-Consumpti...	29,856.00	26,116.50	29,856.00	30,699.00	29,856.00
Budget Detail						
Budget Code						
Preliminary	Description		Units	Price	Amount	
	Consumption		19,904.00	-1.50	-29,856.00	
01-413041-00-0	Water Sales - Irrigation-Meter	14,262.48	15,003.78	14,976.12	17,083.25	17,186.52
Budget Detail						
Budget Code						
Preliminary	Description		Units	Price	Amount	
Preliminary	Irrigation 1" Meter: \$46.05 x 12 = \$552.60		8.00	-552.60	-4,420.80	
	Irrigation 2" Meter: \$96.71x 12 = \$1160.52		11.00	-1,160.52	-12,765.72	
01-413042-00-0	Water Sales - Irrigation-Consump...	52,780.50	44,076.00	52,780.50	50,706.00	52,500.00
Budget Detail						
Budget Code						
Preliminary	Description		Units	Price	Amount	
	PY Consumption		35,000.00	-1.50	-52,500.00	
01-415000-00-0	Permits & Inspections	500.00	180.00	120.00	660.00	360.00
Budget Detail						
Budget Code						
Preliminary	Connection Fees	0.00	21,754.95	4,503.30	24,768.15	9,006.60
01-417000-00-0	Connection Fee \$2251.65					
Budget Detail						
Budget Code						
Preliminary	Description		Units	Price	Amount	
	Connection Fee \$2251.65		4.00	-2,251.65	-9,006.60	
01-416500-00-0	Water Supply Fee	0.00	0.00	10,000.00	55,000.00	20,000.00
Budget Detail						
Budget Code						
Preliminary	Description		Units	Price	Amount	
	Water Supply Fee		4.00	-5,000.00	-20,000.00	
01-417000-00-0	Meter Installation	0.00	1,800.00	1,200.00	6,600.00	2,400.00
Budget Detail						
Budget Code						
Preliminary	Description		Units	Price	Amount	
	Meter Installation Fee		4.00	-600.00	-2,400.00	
01-419000-00-0	Fees & Charges	27,000.00	21,156.50	20,000.00	33,373.71	23,000.00
Budget Detail						
Budget Code						
Preliminary	Delinquent Fees & Penalties	42,000.00	51,063.22	31,000.00	34,786.65	30,000.00
01-419500-00-0	Penalties					
Budget Detail						
Budget Code						
Preliminary	Description		Units	Price	Amount	
	Penalties		12.00	-2,500.00	-30,000.00	
01-419700-00-0	Mechanic Service Reimbursement	18,600.00	14,841.15	19,408.50	13,461.08	19,533.44

Budget Worksheet

FY 2019-2020
Total Budget

FY 2019-2020
Total Activity

FY 2020-2021
Total Budget

FY 2020-2021
Total Activity

FY 2021-2022
Total Budget

Budget Detail
Budget Code
Preliminary

Description

Mechanic Service Reimbursement

Units

Price

Amount

0.50 -35,066.87 -19,533.44

18,000.00 15,122.40 18,000.00

4,800.00 1,840.98 4,800.00

1,610.00 2,000.89 500.00

75,000.00 15,990.10 305,000.00

01-705000-00-0
01-705500-00-0
01-706000-00-0
01-740000-00-0

Budget Detail

Budget Code

Preliminary
Preliminary
Preliminary

Description

DWR Grant
Grant reimbursement from Bureau of Rec
Small Scale
MWA Strategic Partners

Units

Price

Amount

1.00 -250,000.00 -250,000.00
1.00 -50,000.00 -50,000.00
1.00 -5,000.00 -5,000.00

Revenue Total: 2,552,924.06 3,090,176.91 2,590,020.03 3,250,723.01 2,978,255.34

Fund: 01 - Water Operations Total: 2,552,924.06 3,090,176.91 2,590,020.03 3,250,723.01 2,978,255.34

Report Total: 2,552,924.06 3,090,176.91 2,590,020.03 3,250,723.01 2,978,255.34



Helendale CSD

Budget Worksheet

Water fund Expense

For Fiscal: FY 2021-2022 Period Ending: 06/30/2022

	FY 2019-2020 Total Budget	FY 2019-2020 Total Activity	FY 2020-2021 Total Budget	FY 2020-2021 Total Activity	FY 2021-2022 Total Budget
Fund: 01 - Water Operations					
Expense					
<u>01-500001-00-0</u>	274,236.56	239,674.03	263,647.00	246,385.38	279,247.02
Salaries - Full Time					
<u>01-500002-00-0</u>	14,000.00	13,592.28	14,000.00	12,567.43	14,000.00
Salaries - Overtime					
<u>01-500003-00-0</u>	14,310.00	14,067.14	14,310.00	13,262.86	14,090.00
Salaries - On-Call Pay					
Budget Detail					
Budget Code					
Preliminary					
Preliminary					
Description					
On-Call Fri-Sun: 3 days x 52 weeks	157.00		50.00		7,850.00
On-Call Mon-Thu: 4 days x 52 weeks	208.00		30.00		6,240.00
Salaries - Part-Time Mechanic	37,160.00	27,848.49	38,817.00	29,251.86	19,534.00
Budget Detail					
Budget Code					
Preliminary					
Description					
Mechanic @ 50%	0.50		39,068.00		19,534.00
PERS Retirement	40,773.48	28,344.92	36,040.00	27,891.02	35,427.09
Budget Detail					
Budget Code					
Preliminary					
Description					
Benefit Plan	42,921.84	44,333.98	62,400.00	41,621.12	62,400.00
Budget Detail					
Budget Code					
Preliminary					
Description					
Workers Compensation	18,854.16	21,424.74	7,354.00	22,434.86	5,766.15
Budget Detail					
Budget Code					
Preliminary					
Description					
Payroll Taxes - FICA/Medicare	6,939.67	4,883.52	6,611.81	6,508.55	6,919.23
Budget Detail					
Budget Code					
Preliminary					
Description					
PEPRA Retirement Laboratory	0.00	2,142.38	2,665.00	2,450.80	2,800.00
Budget Detail					
Budget Code					
Preliminary					
Description					
Analysis Contractual Services	6,000.00	3,382.50	4,000.00	7,428.00	6,000.00
Budget Detail					
Budget Code					
Preliminary					
Description					
Apple Valley Communication	13,350.00	36,315.39	20,000.00	50,313.00	21,080.00
Budget Detail					
Budget Code					
Preliminary					
Description					
Dig Alert	12.00		58.33		700.00
Dig Alert Annual Fee	0.50		1,000.00		500.00
Electrical Contractor	1.00		475.00		475.00
	1.00		5,000.00		5,000.00

Budget Worksheet

FY 2019-2020 Total Budget **FY 2019-2020 Total Activity** **FY 2020-2021 Total Budget** **FY 2020-2021 Total Activity** **FY 2021-2022 Total Budget**

Preliminary	HACH	1.00	5,000.00		5,000.00
Preliminary	Misc	1.00	7,905.00		7,905.00
Preliminary	SCADA	1.00	1,500.00		1,500.00

01-521501-00-0 Engineering Services 4,000.00 0.00 6,000.00 1,000.00 6,000.00

01-521600-00-0 Software Support 4,800.00 7,830.47 7,050.00 21,848.41 27,412.00

Budget Detail

Description	Units	Price	Amount
GIS Support - 2 Licenses	2.00	3,400.00	6,800.00
Sensus (Software & Basetation Maintenance)	1.00	16,112.00	16,112.00
Tyler	1.00	2,250.00	2,250.00
Tyler AMR Data Sync	1.00	2,250.00	2,250.00

01-523000-00-0 Permits and Fees 15,380.00 15,914.16 18,200.00 15,219.22 22,600.00

Budget Detail

Description	Units	Price	Amount
Annual Fuel Tank Testing 50%	0.50	1,400.00	700.00
MDA/QMD	2.00	400.00	800.00
Misc	1.00	1,000.00	1,000.00
SB County Fire	4.00	525.00	2,100.00
SWRCB	1.00	18,000.00	18,000.00

01-524000-00-0 Equipment Rental 2,000.00 0.00 2,000.00 0.00 2,000.00

01-524500-00-0 Education and Training 8,712.00 656.96 8,712.00 1,422.99 10,160.00

Budget Detail

Description	Units	Price	Amount
Certifications / Renewal	6.00	125.00	750.00
CEU Training / Registration - Tri State & Others	3.00	200.00	600.00
Confined Space	2.00	300.00	600.00
HDW/MA	16.00	45.00	720.00
Lodging (\$132/day), Travel & Meals (\$57/day)	10.00	189.00	1,890.00
Miscellaneous	1.00	1,500.00	1,500.00
Sensus Conference	2.00	900.00	1,800.00
Traffic Flagging	2.00	300.00	600.00
Training	2.00	500.00	1,000.00
Trench Shoring	1.00	300.00	300.00
Water Smart Conference	1.00	400.00	400.00

Budget Worksheet

FY 2019-2020 Total Budget **FY 2019-2020 Total Activity** **FY 2020-2021 Total Budget** **FY 2020-2021 Total Activity** **FY 2021-2022 Total Budget**

01-527500-00-0	Rents and Leases - Water Shop	9,600.00	9,600.00	9,600.00	8,000.00	9,600.00
Budget Detail						
Budget Code	Description	Units	Price	Amount	Price	Amount
Preliminary	Water Shop Lease Paid to Park	12.00	800.00	9,600.00		9,600.00
01-527501-00-0	Rent - BLM Tank Sites	1,260.00		630.00	1,890.00	1,260.00
01-531000-00-0	Utilities - Electric	112,730.00		110,264.60	112,088.93	207,247.04
Budget Detail						
Budget Code	Description	Units	Price	Amount	Price	Amount
Preliminary	New Edison Service - Well #13	1.00	5,000.00			5,000.00
Preliminary	Water Shop/Park = 0.5 x \$161.57= \$80.79	12.00	80.79			969.48
Preliminary	Well #1 3-029-4595-77	12.00	5,750.82			69,009.84
Preliminary	Well #13	12.00	5,795.83			69,549.96
Preliminary	Well #2: 3-029-4601-27	12.00	297.19			3,566.28
Preliminary	Well #3 3-029-4595-87	12.00	113.00			1,356.00
Preliminary	Well #4 3-029-4596-03	12.00	4,426.70			53,120.40
Preliminary	Well #6 3-029-4596-36	12.00	183.61			2,203.32
Preliminary	Well #7 3-029-4596-44	12.00	98.87			1,186.44
Preliminary	Well #8 3-029-4596-58	12.00	56.50			678.00
Preliminary	Well #9: 3-029-4596-71	12.00	50.61			607.32
01-531001-00-0	Utilities - Gas	540.00		456.36	217.26	1,500.00
Budget Detail						
Budget Code	Description	Units	Price	Amount	Price	Amount
Preliminary	Water Shop	12.00	125.00			1,500.00
01-532500-00-0	Utilities - Telephone	4,896.00		4,499.35	4,245.30	5,000.00
Budget Detail						
Budget Code	Description	Units	Price	Amount	Price	Amount
Preliminary	Mechanic - 50%	12.00	31.00			372.00
Preliminary	Misc	1.00	104.00			104.00
Preliminary	Verizon - 4 Water Staff	12.00	314.00			3,768.00
Preliminary	Verizon Wireless - Tablet (4 units)	12.00	63.00			756.00
01-541000-00-0	Operations and Maintenance	90,000.00		20,144.12	55,742.84	90,000.00
Budget Detail						
Budget Code	Description	Units	Price	Amount	Price	Amount
Preliminary	Distributon Parts & Materials / Maintenance Servic	1.00	65,000.00			65,000.00
Preliminary	Meters and Meter Parts	1.00	25,000.00			25,000.00

Budget Worksheet

	FY 2019-2020 Total Budget	FY 2019-2020 Total Activity	FY 2020-2021 Total Budget	FY 2020-2021 Total Activity	FY 2021-2022 Total Budget
01-545000-00-0					
Vehicle Maintenance	10,000.00	9,660.61	10,000.00	9,694.61	10,000.00
01-545001-00-0					
Vehicle Fuel	14,000.00	12,085.39	13,000.00	14,931.79	17,700.00
01-552700-00-0					
Mileage and Travel Reimburse...	400.00	1,042.32	1,100.00	1,305.92	1,500.00
01-553000-00-0					
Operating Supplies	24,000.00	15,920.26	12,000.00	16,559.54	13,000.00
Budget Detail					
Budget Code					
Preliminary			Units	Price	Amount
Preliminary			1.00	7,000.00	7,000.00
			1.00	6,000.00	6,000.00
01-553555-00-0					
Water Conservation Program	1,500.00	0.00	1,580.00	0.00	4,158.00
Budget Detail					
Budget Code					
Preliminary			Units	Price	Amount
Preliminary			300.00	1.26	378.00
Preliminary			1.00	380.00	380.00
Preliminary			25.00	100.00	2,500.00
Preliminary			1.00	100.00	100.00
Preliminary			1.00	500.00	500.00
Preliminary			3.00	100.00	300.00
01-553600-00-0					
Uniforms	3,074.00	2,629.75	3,932.00	1,970.71	3,500.00
01-554600-00-0					
Small Tools	2,750.00	1,251.67	2,750.00	3,004.32	2,750.00
Budget Detail					
Budget Code					
Preliminary			Units	Price	Amount
Preliminary			0.50	1,500.00	750.00
			1.00	2,000.00	2,000.00
01-556500-00-0					
Dues & Subscriptions	335.00	-75.42	335.00	441.42	125.00
Budget Detail					
Budget Code					
Preliminary			Units	Price	Amount
			5.00	25.00	125.00
01-561000-00-0					
Watermaster Fees	7,360.00	3,510.36	7,400.00	7,297.50	8,100.00
01-595001-00-0					
Interest Expense	0.00	172,638.90	164,705.05	155,394.57	136,196.32
Budget Detail					
Budget Code					
Preliminary			Units	Price	Amount
Preliminary			1.00	8,516.76	8,516.76
Preliminary			1.00	127,679.56	127,679.56

Budget Worksheet

FY 2019-2020 Total Budget 388,733.68
 FY 2019-2020 Total Activity 213,358.89
 FY 2020-2021 Total Budget 224,028.64
 FY 2020-2021 Total Activity 212,126.82
 FY 2021-2022 Total Budget 395,112.77

01-800009-00-0

Budget Detail

Description
 2008 Loan 08-703
 2014 Loan - 14-017
 Pittman Water Rights 1-22/1-23

Units Price Amount
 1.00 38,897.43 38,897.43
 1.00 171,215.34 171,215.34
 1.00 185,000.00 185,000.00

01-999100-00-0

Budget Detail

Description
 50% of Admin allocation

Admin Allocation 491,510.87 490,617.36 558,207.22 465,172.70 576,796.94
 Units Price Amount
 0.50 1,153,593.88 576,796.94

Expense Total: 1,666,815.26 1,687,478.58 1,741,257.12 2,408,428.98 2,018,981.56
 Fund: 01 - Water Operations Total: 1,666,815.26 1,687,478.58 1,741,257.12 2,408,428.98 2,018,981.56
 Report Total: 1,666,815.26 1,687,478.58 1,741,257.12 2,408,428.98 2,018,981.56



Helendale CSD

Budget Worksheet
Sewer Fund Revenue
 For Fiscal: FY 2021-2022 Period Ending: 06/30/2022

		FY 2019-2020 Total Budget	FY 2019-2020 Total Activity	FY 2020-2021 Total Budget	FY 2020-2021 Total Activity	FY 2021-2022 Total Budget
Fund: 02 - Sewer Operations						
Revenue						
02-410010-00-0						
Budget Detail						
Budget Code						
Preliminary						
	Sewer Charges - Single Family	1,189,334.40	1,191,966.60	1,189,334.40	1,093,158.94	1,192,412.16
Description						
	Single Family = \$36.64 x 12 months=439.68 /		2,712.00		-439.68	-1,192,412.16
	EDU					
02-410110-00-0						
Budget Detail						
Budget Code						
Preliminary						
	Sewer Charges - Multi-Family	22,423.68	20,664.96	22,423.68	20,921.44	20,664.96
Description						
	Sewer rate = \$36.64 x 12 months=439.68 /		47.00		-439.68	-20,664.96
	EDU					
02-411020-00-0						
Budget Detail						
Budget Code						
Preliminary						
	Sewer Charges - Commercial	47,045.76	43,125.28	47,045.76	47,027.44	47,045.76
Description						
	Church = \$36.64 x 12 months=439.68 / EDU		5.00		-439.68	-2,198.40
	Commercial = \$36.64 x 12 months=439.68 /		68.00		-439.68	-29,898.24
	EDU					
	Mobile Home = \$36.64 x 12 months=439.68 /		3.00		-439.68	-1,319.04
	EDU					
	Motel = \$36.64 x 12 months=439.68 /		31.00		-439.68	-13,630.08
	EDU					
02-411420-00-0						
Budget Detail						
Budget Code						
Preliminary						
	Sewer Charges - Park	2,198.40	2,015.20	2,198.40	2,418.24	2,198.40
Description						
	Sewer rate = \$36.64 x 12 months=439.68 /		5.00		-439.68	-2,198.40
	EDU					
02-411520-00-0						
Budget Detail						
Budget Code						
Preliminary						
	Sewer Charges - School	16,268.16	14,912.48	16,268.16	16,268.16	16,268.16
Description						
	Sewer rate = \$36.64 x 12 months=439.68 /		37.00		-439.68	-16,268.16
	EDU					

Budget Worksheet

	FY 2019-2020	FY 2019-2020	FY 2020-2021	FY 2020-2021	FY 2021-2022
	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget
Sewer Charges - Irrigation w/Res...	1,758.72	1,612.16	1,758.72	1,758.72	1,758.72
Description			Units	Price	Amount
Sewer rate = \$36.64 x 12 months=439.68 / EDU			4.00	-439.68	-1,758.72
Description			Units	Price	Amount
Permits & Inspection	0.00	657.00	0.00	2,409.00	876.00
Description			Units	Price	Amount
Permit & Inspection Fees			4.00	-219.00	-876.00
Description			Units	Price	Amount
Connection Fees	0.00	10,082.85	438.00	36,970.45	13,443.60
Description			Units	Price	Amount
Sewer Connection Fees			4.00	-3,360.90	-13,443.60
Description			Units	Price	Amount
Delinquent Fees & Penalties	18,000.00	17,986.35	15,000.00	16,491.40	15,000.00
Description			Units	Price	Amount
Penalties			12.00	-1,250.00	-15,000.00
Description			Units	Price	Amount
Special Assmts - Sewer Standby	15,000.00	13,676.40	15,000.00	11,860.35	15,000.00
Description			Units	Price	Amount
Special Assmts - PY Sewer Stand...	4,800.00	8,766.30	4,800.00	1,829.58	2,400.00
Description			Units	Price	Amount
Penalties on Delinquent Taxes	1,550.00	4,612.36	1,550.00	648.38	600.00
Description			Units	Price	Amount
Gain or Loss on Sale of Assets	0.00	0.00	0.00	0.00	1,000.00

Revenue Total:	1,318,379.12	1,330,077.94	1,315,817.12	1,254,762.10	1,328,667.76
Fund: 02 - Sewer Operations Total:	1,318,379.12	1,330,077.94	1,315,817.12	1,254,762.10	1,328,667.76
Report Total:	1,318,379.12	1,330,077.94	1,315,817.12	1,254,762.10	1,328,667.76

Budget Worksheet

FY 2019-2020 Total Budget **FY 2019-2020 Total Activity** **FY 2020-2021 Total Budget** **FY 2020-2021 Total Activity** **FY 2021-2022 Total Budget**

Vehicle Maintenance	10,000.00	9,660.61	10,000.00	9,694.61	10,000.00
Vehicle Fuel	14,000.00	12,085.39	13,000.00	14,931.79	17,700.00
Mileage and Travel Reimburse...	400.00	1,042.32	1,100.00	1,305.92	1,500.00
Operating Supplies	24,000.00	15,920.26	12,000.00	16,559.54	13,000.00

Budget Detail

Description	Units	Price	Amount
Clorine	1.00	7,000.00	7,000.00
Misc Operating Supplies	1.00	6,000.00	6,000.00

Water Conservation Program 1,500.00 0.00 1,580.00 0.00 4,158.00

Budget Detail

Description	Units	Price	Amount
AWAC Calendar	300.00	1.26	378.00
Misc	1.00	380.00	380.00
Toilet Rebate Program	25.00	100.00	2,500.00
Water Audit	1.00	100.00	100.00
Water Conservation Printed Materials	1.00	500.00	500.00
Water Conservation Workshop	3.00	100.00	300.00

Uniforms 3,074.00 2,629.75 3,992.00 1,970.71 3,500.00

Small Tools 2,750.00 1,251.67 2,750.00 3,004.32 2,750.00

Budget Detail

Description	Units	Price	Amount
Mechanic Small Tool	0.50	1,500.00	750.00
Misc	1.00	2,000.00	2,000.00

Dues & Subscriptions 335.00 -75.42 335.00 441.42 125.00

Budget Detail

Description	Units	Price	Amount
HDMWA	5.00	25.00	125.00

Watermaster Fees 7,360.00 3,510.36 7,400.00 7,297.50 8,100.00

Interest Expense 0.00 172,638.90 164,705.05 155,394.57 136,196.32

Budget Detail

Description	Units	Price	Amount
2008 Loan - 08-073	1.00	8,516.76	8,516.76
2014 Loan - 14-017	1.00	127,679.56	127,679.56

Budget Worksheet

FY 2019-2020 **FY 2019-2020** **FY 2020-2021** **FY 2020-2021** **FY 2021-2022**
Total Budget **Total Activity** **Total Budget** **Total Activity** **Total Budget**

Debt Service 388,733.68 213,358.89 224,028.64 212,126.82 395,112.77

01-800000-00-0
Budget Detail

Budget Code	Description	Units	Price	Amount
Preliminary	2008 Loan 08-703	1.00	38,897.43	38,897.43
Preliminary	2014 Loan - 14-017	1.00	171,215.34	171,215.34
Preliminary	Pittman Water Rights 1-22/1-23	1.00	185,000.00	185,000.00

01-999100-00-0
Budget Detail

Budget Code	Description	Units	Price	Amount
Preliminary	Admin Allocation	558,207.22	465,172.70	576,796.94
Preliminary	50% of Admin allocation	0.50	1,153,593.88	576,796.94

Expense Total: 1,666,815.26 1,687,478.58 1,741,257.12 2,408,428.98 2,018,981.56

Fund: 01 - Water Operations Total: 1,666,815.26 1,687,478.58 1,741,257.12 2,408,428.98 2,018,981.56

Report Total: 1,666,815.26 1,687,478.58 1,741,257.12 2,408,428.98 2,018,981.56



Helendale CSD

Budget Worksheet Sewer Fund Expense

For Fiscal: FY 2021-2022 Period Ending: 06/30/2022

	FY 2019-2020 Total Budget	FY 2019-2020 Total Activity	FY 2020-2021 Total Budget	FY 2020-2021 Total Activity	FY 2021-2022 Total Budget
Fund: 02 - Sewer Operations Expense					
02-500001-00-0 Salaries - Full Time	216,756.80	220,330.08	228,925.00	211,595.14	241,820.80
02-500002-00-0 Salaries - Overtime	15,162.00	17,964.36	15,162.00	16,215.32	12,000.00
02-500003-00-0 Salaries - On-Call Pay	14,310.00	13,907.14	14,310.00	13,252.86	14,090.00
02-510000-00-0 PERS Retirement	32,668.99	23,090.87	30,795.00	21,994.78	28,544.98
02-510001-00-0 Benefit Plan	39,828.54	38,096.80	46,800.00	45,001.14	46,800.00
02-510002-00-0 Workers Compensation	16,413.46	18,650.92	7,018.00	14,999.84	4,609.89
02-510003-00-0 Payroll Taxes - FICA/Medicare	3,350.47	2,336.25	3,508.34	3,331.42	3,709.98
02-510009-00-0 PEPR Retirement Laboratory	0.00	2,818.57	3,224.00	2,873.17	3,671.43
02-521000-00-0 Analysis Contractual Services	19,000.00	26,313.50	25,000.00	26,843.50	25,000.00
02-521500-00-0	45,682.00	11,193.62	40,000.00	20,993.98	44,000.00
Budget Detail					
Budget Code					
Preliminary			Units	Price	Amount
Preliminary			12.00	36.00	432.00
Preliminary			1.00	9,000.00	9,000.00
Preliminary			350.00	3.14	1,100.00
Preliminary			1.00	5,150.00	5,150.00
Preliminary			1.00	6,318.00	6,318.00
Preliminary			1.00	22,000.00	22,000.00
02-521501-00-0 Engineering Services	10,000.00	0.00	10,000.00	0.00	2,500.00
02-521600-00-0 Software/GIS Support	2,400.00	2,400.00	2,400.00	2,777.10	5,000.00
Budget Detail					
Budget Code			Units	Price	Amount
Preliminary			1.00	2,400.00	2,400.00
Preliminary			1.00	2,600.00	2,600.00

Budget Worksheet

FY 2019-2020 Total Budget 26,000.00
 FY 2019-2020 Total Activity 24,356.25
 FY 2020-2021 Total Budget 27,617.00
 FY 2020-2021 Total Activity 30,099.06
 FY 2021-2022 Total Budget 35,000.00

02-523000-00-0

Budget Detail

Budget Code	Description	Units	Price	Amount
Preliminary	Permits and Fees			
Preliminary	Annual Fuel Tank Test 50%	0.50	1,400.00	700.00
Preliminary	MDAQMD - Sludge, Gas pod, Diesel Eng, WWTP, Nat Gas	1.00	3,000.00	3,000.00
Preliminary	Miscellaneous	1.00	4,500.00	4,500.00
Preliminary	SB Co Fire Protection-CUPA, APSA, HAZMAT, CA SVC CHG	1.00	1,000.00	1,000.00
Preliminary	SWRCB - Threat / Complexity 2B	1.00	22,000.00	22,000.00
Preliminary	SWRCB - Threat / Complexity 3C	1.00	3,800.00	3,800.00

02-524500-00-0

Budget Detail

Budget Code	Description	Units	Price	Amount
Preliminary	Education and Training	6,467.00	399.02	7,485.00
Preliminary	Certification Refresher	1.00	850.00	850.00
Preliminary	Certifications / Renewal	3.00	240.00	720.00
Preliminary	CEU Training / Registration - Tri State & Others	2.00	200.00	400.00
Preliminary	Confined Space	3.00	300.00	900.00
Preliminary	CWEA Collections	5.00	110.00	550.00
Preliminary	CWEA Training	3.00	188.00	564.00
Preliminary	Lodging (\$132/day) & Meals (\$57/day)	9.00	189.00	1,701.00
Preliminary	Traffic Flagging/Training	3.00	300.00	900.00
Preliminary	Trench Shoring	3.00	300.00	900.00

02-531000-00-0

Budget Detail

Budget Code	Description	Units	Price	Amount
Preliminary	Utilities - Electric	68,955.00	77,176.01	62,015.34
Preliminary	Misc	1.00	3,533.68	3,533.68
Preliminary	Schooner Lift Station: 3-029-4595-25	12.00	47.08	564.96
Preliminary	Secondary Recycled	1.00	4,280.00	4,280.00
Preliminary	SLP Lift Station: 3-029-4595-45	12.00	76.51	918.12
Preliminary	Smithson Lift Station: 3-029-4595-64	12.00	1,056.95	12,683.40
Preliminary	Sod Farm: 3-29-9011-74	12.00	1,142.87	13,714.44
Preliminary	WWTP Blower Room: 3-029-4594-81	12.00	4,493.20	53,918.40

02-531001-00-0

Budget Detail

Budget Code	Description	Units	Price	Amount
Preliminary	Utilities - Gas	720.00	772.16	601.72

Budget Worksheet

	FY 2019-2020 Total Budget	FY 2019-2020 Total Activity	FY 2020-2021 Total Budget	FY 2020-2021 Total Activity	FY 2021-2022 Total Budget
Budget Detail					
Budget Code					
Preliminary					
			Units	Price	Amount
Southwest Gas - WWTP			12.00	60.00	720.00
	0.00	0.00	0.00	0.00	300.00
Utilities-Water- WWTP					
Budget Detail					
Budget Code					
Preliminary					
			Units	Price	Amount
Utilities - Water Internal			200.00	1.50	300.00
Sludge/Compost Disposal	7,800.00	9,101.52	6,300.00	4,673.42	6,620.00
Budget Detail					
Budget Code					
Preliminary					
Preliminary			Units	Price	Amount
Burrtec Hauling - Sludge			4.00	475.00	1,900.00
Sludge Disposal= Tipping Fee - Biosolids			80.00	59.00	4,720.00
Telephone	4,896.00	4,399.52	4,896.00	3,202.69	4,896.00
Budget Detail					
Budget Code					
Preliminary					
Preliminary			Units	Price	Amount
Frontier Landlines Alarm for Process			12.00	60.00	720.00
Mechanic - 50%			12.00	30.00	360.00
Smithson Lift Station			12.00	60.00	720.00
Verizon Wireless - Tablet			12.00	26.00	312.00
Verizon Wireless- 3 Operators			12.00	232.00	2,784.00
Operations and Maintenance	30,000.00	21,944.25	25,000.00	15,866.93	18,000.00
Vehicle Maintenance	16,820.00	18,612.37	16,820.00	15,812.12	17,567.20
Budget Detail					
Budget Code					
Preliminary					
Preliminary			Units	Price	Amount
General Vehicle Repair Parts & Services			1.00	1,940.00	1,940.00
Mechanic Labor Reimbursement from Water			0.40	39,068.00	15,627.20
Vehicle Fuel	8,500.00	8,013.89	9,000.00	5,541.62	9,000.00
Mileage and Travel Reimbursem...	200.00	1,215.50	1,200.00	1,346.36	1,500.00
Operating Supplies	10,000.00	5,730.02	5,000.00	10,142.48	12,000.00
Public Outreach	550.00	406.76	550.00	0.00	550.00
Budget Detail					
Budget Code					
Preliminary					
Preliminary			Units	Price	Amount
Fog Flyer			500.00	0.30	150.00
Misc			1.00	100.00	100.00

Budget Worksheet

	FY 2019-2020 Total Budget	FY 2019-2020 Total Activity	FY 2020-2021 Total Budget	FY 2020-2021 Total Activity	FY 2021-2022 Total Budget
Preliminary			1.00	300.00	300.00
Outreach Materials					
Uniforms	3,018.00	1,924.42	3,243.00	1,958.02	3,243.00
Small Tools	4,000.00	1,365.56	3,000.00	1,990.92	4,500.00
Budget Detail					
Budget Code			Units	Price	Amount
Preliminary			0.50	2,000.00	1,000.00
Preliminary			1.00	3,500.00	3,500.00
Misc					
Dues & Subscriptions	643.00	292.00	643.00	352.00	710.00
Budget Detail					
Budget Code			Units	Price	Amount
Preliminary			3.00	220.00	660.00
Preliminary			2.00	25.00	50.00
CWEA					
HDMWA (High Desert Mtn Water Assoc)					
Interest Expense	0.00	22,502.69	18,325.36	17,136.25	13,000.08
Budget Detail					
Budget Code			Units	Price	Amount
Preliminary			1.00	13,000.08	13,000.08
2020 Loan Refinance 02-024					
Debt Service	75,041.63	52,495.16	56,716.27	59,345.22	59,376.76
Budget Detail					
Budget Code			Units	Price	Amount
Preliminary			1.00	59,376.76	59,376.76
2020 Loan Refinance 02-024					
Admin Allocation	481,680.66	480,805.07	547,043.08	455,869.20	565,261.00
Budget Detail					
Budget Code			Units	Price	Amount
Preliminary			0.49	1,153,593.88	565,261.00
49% of Admin allocation					
Interfund Transfer Out/(In)	-42,100.00	0.00	-42,100.00	-35,083.30	-42,100.00
Budget Detail					
Budget Code			Units	Price	Amount
Preliminary			1.00	-42,100.00	-42,100.00
Interfund Loan Payment Receipt (From Park)					
Expense Total:	1,118,763.55	1,207,796.66	1,197,333.35	1,350,114.26	1,238,989.12
Fund: 02 - Sewer Operations Total:	1,118,763.55	1,207,796.66	1,197,333.35	1,350,114.26	1,238,989.12
Report Total:	1,118,763.55	1,207,796.66	1,197,333.35	1,350,114.26	1,238,989.12



Helendale CSD

Budget Worksheet
Solid Waste Revenue

For Fiscal: FY 2021-2022 Period Ending: 06/30/2022

	FY 2019-2020 Total Budget	FY 2019-2020 Total Activity	FY 2020-2021 Total Budget	FY 2020-2021 Total Activity	FY 2021-2022 Total Budget
Fund: 06 - Solid Waste Disposal					
Revenue					
<u>06-410000-00-0</u>	508,402.20	509,181.20	582,089.44	510,155.38	578,519.28
Budget Detail					
Charges for Services - Solid Waste					
Description					
21.8 Recovery \$0.07 x 12 months = \$0.84					
Condo \$18.64 x 12 months = \$223.68					
(w/ESFR)					
Preliminary					
Preliminary					
Extra Recycling Barrel \$1.47 x 12 months = \$17.64					
Preliminary					
Preliminary					
Extra Trash Barrel \$7.48 x 12 = \$89.76					
Preliminary					
Preliminary					
Green Waste Hauling = \$0.37 x 12 = \$4.44					
Preliminary					
Preliminary					
Recycling Service \$1.84 x 12 months = \$22.08					
Preliminary					
Preliminary					
Trash Service \$16.80 x 12 months = \$201.60					
Preliminary					
Preliminary					
<u>06-419000-00-0</u>					
Budget Detail					
Other Fees & Services					
Preliminary					
Preliminary					
Delinquent Fees & Penalties					
Preliminary					
Preliminary					
<u>06-705000-00-0</u>					
Budget Detail					
Special Assmts - ESFR					
Preliminary					
Preliminary					
Condo ESFR \$85.14					
Single Family ESFR \$85.14					
Preliminary					
Preliminary					
Special Assmts - Pr Yr Refuse Lan...					
Preliminary					
Preliminary					
Penalties on Delinquent Taxes					
Preliminary					
Preliminary					
Recycling Revenue					
Preliminary					
Preliminary					



Helendale CSD

Budget Worksheet

Solid Waste Expense

For Fiscal: FY 2021-2022 Period Ending: 06/30/2022

	FY 2019-2020 Total Budget	FY 2019-2020 Total Activity	FY 2020-2021 Total Budget	FY 2020-2021 Total Activity	FY 2021-2022 Total Budget
Fund: 06 - Solid Waste Disposal Expense					
<u>06-500001-00-0</u> Salaries - Full Time	73,320.00	67,726.54	79,269.00	78,121.44	85,425.60
<u>06-510000-00-0</u> PERS Retirement	6,383.31	216.33	0.00	310.17	0.00
<u>06-510001-00-0</u> Benefit Plan	21,690.36	20,455.29	31,200.00	21,138.83	31,200.00
<u>06-510002-00-0</u> Workers Compensation	4,076.44	4,631.79	1,768.00	3,475.27	3,455.55
<u>06-510003-00-0</u> Payroll Taxes - FICA/Medicare	1,063.14	705.04	1,149.40	1,033.69	1,238.67
<u>06-510005-00-0</u> Vision / Dental Expense	0.00	1,158.97	0.00	1,266.29	0.00
<u>06-510007-00-0</u> Retirement Expense 457	0.00	0.00	0.00	4,624.07	0.00
<u>06-510009-00-0</u> PEPR Retirement	0.00	5,148.89	5,537.00	5,235.32	5,966.98
<u>06-521500-00-0</u> Contractual Services	3,200.00	0.00	0.00	0.00	0.00
<u>06-521510-00-0</u> Contract Service - Burretec Fees	467,116.80	503,473.96	540,117.12	463,714.30	565,926.48
Budget Detail					
Budget Code					
Preliminary			Units	Price	Amount
Preliminary			54.00	223.68	12,078.72
Preliminary			1.00	447.36	447.36
Preliminary			10.00	17.64	176.40
Preliminary			220.00	89.76	19,747.20
Preliminary			2,385.00	22.08	52,660.80
Preliminary			2,385.00	201.60	480,816.00
<u>06-523000-00-0</u> Permits and Fees	0.00	223.00	0.00	55.00	0.00
<u>06-523500-00-0</u> SB County Disposal Fees	126,072.00	139,568.62	127,956.00	134,607.38	147,600.00
Budget Detail			Units	Price	Amount
Preliminary			12.00	11,500.00	138,000.00
Preliminary			12.00	800.00	9,600.00

Budget Worksheet

96-999100-00-0

Budget Detail

Budget Code

Preliminary

	FY 2019-2020 Total Budget	FY 2019-2020 Total Activity	FY 2020-2021 Total Budget	FY 2020-2021 Total Activity	FY 2021-2022 Total Budget
Admin Allocation	9,830.22	9,812.41	11,164.14	9,303.50	11,535.94
Description					
1% of Admin allocation			0.01 1,153,593.88		11,535.94
			Units	Price	Amount
			826,372.99	743,429.02	871,329.96
Expense Total:	735,948.27	780,706.73	826,372.99	743,429.02	871,329.96
Fund: 06 - Solid Waste Disposal Total:	735,948.27	780,706.73	826,372.99	743,429.02	871,329.96
Report Total:	735,948.27	780,706.73	826,372.99	743,429.02	871,329.96



Helendale CSD

Budget Worksheet

Recycling Center/Thrift Store Revenue

For Fiscal: FY 2021-2022 Period Ending: 06/30/2022

	FY 2019-2020 Total Budget	FY 2019-2020 Total Activity	FY 2020-2021 Total Budget	FY 2020-2021 Total Activity	FY 2021-2022 Total Budget
Retail Sales - Recycling Center	294,000.00	228,226.99	264,000.00	286,991.87	300,000.00
Grant Revenue	0.00	10,000.00	0.00	0.00	0.00
Board Discretionary Revenue	-74,940.48	0.00	-84,380.00	45.39	-126,740.34
Revenue Total:	219,059.52	238,226.99	179,620.00	287,037.26	173,259.66
Fund: 03 - Recycling Center Total:	219,059.52	238,226.99	179,620.00	287,037.26	173,259.66
Report Total:	219,059.52	238,226.99	179,620.00	287,037.26	173,259.66

Fund: 03 - Recycling Center

Revenue

[03-480000-00-0](#)

[03-740000-00-0](#)

[03-999700-00-0](#)



Helendale CSD

Budget Worksheet

Recycling Center/Thrift Store Expense

For Fiscal: FY 2021-2022 Period Ending: 06/30/2022

Fund: 03 - Recycling Center Expense		FY 2019-2020 Total Budget	FY 2019-2020 Total Activity	FY 2020-2021 Total Budget	FY 2020-2021 Total Activity	FY 2021-2022 Total Budget
	Salaries - Part-Time	152,959.00	104,354.98	136,326.00	95,893.24	126,472.00
	Workers Compensation	3,081.16	3,501.09	1,121.00	3,257.44	1,090.55
	Payroll Taxes - FICA/Medicare	11,701.36	15,789.89	10,429.00	7,335.99	9,675.11
	Unemployment Expense	0.00	0.00	0.00	-477.09	0.00
	Contractual Services	5,300.00	718.25	4,300.00	323.89	2,500.00
Budget Detail						
Budget Code	Description			Units	Price	Amount
Preliminary	Climate Control			1.00	1,000.00	1,000.00
Preliminary	Maintenance Services			1.00	1,000.00	1,000.00
Preliminary	Misc			1.00	500.00	500.00
	Education and Training	500.00	0.00	500.00	0.00	500.00
	Advertising	5,600.00	4,600.00	500.00	0.00	500.00
	Bank Charges	3,000.00	3,809.68	3,000.00	3,558.89	4,000.00
	Utilities - Electric	18,000.00	6,815.48	6,600.00	5,384.30	7,062.00
Budget Detail						
Budget Code	Description			Units	Price	Amount
Preliminary	3-037-9555-20			12.00	588.50	7,062.00
	Telephone	1,098.00	1,398.34	1,524.00	1,434.68	1,560.00
Budget Detail						
Budget Code	Description			Units	Price	Amount
Preliminary	Credit Card line			12.00	130.00	1,560.00
	Operations and Maintenance	2,000.00	1,715.88	1,000.00	2,072.08	1,500.00
	Vehicle Maintenance	0.00	2,828.28	2,000.00	678.27	1,000.00
	Vehicle Fuel/Propane	0.00	426.66	300.00	287.52	400.00
	Operating Supplies	10,000.00	8,956.90	8,000.00	9,898.24	10,000.00
	Uniforms	0.00	0.00	0.00	81.71	0.00

Budget Worksheet

	FY 2019-2020 Total Budget	FY 2019-2020 Total Activity	FY 2020-2021 Total Budget	FY 2020-2021 Total Activity	FY 2021-2022 Total Budget
Small Tools	0.00	0.00	0.00	33.36	0.00
EE Incentive Program	5,820.00	2,969.47	4,020.00	6,108.23	7,000.00
Expense Total:	219,059.52	238,226.99	179,620.00	135,845.75	173,259.66
Fund: 03 - Recycling Center Total:	219,059.52	238,226.99	179,620.00	135,845.75	173,259.66
Report Total:	219,059.52	238,226.99	179,620.00	135,845.75	173,259.66

[03-554600-00-0](#)

[03-556800-00-0](#)



Helendale CSD

Budget Worksheet Properties Revenue

For Fiscal: FY 2021-2022 Period Ending: 06/30/2022

Fund: 04 - Property Rental Revenue		FY 2019-2020 Total Budget	FY 2019-2020 Total Activity	FY 2020-2021 Total Budget	FY 2020-2021 Total Activity	FY 2021-2022 Total Budget
Delinquent Penalties		0.00	375.00	200.00	515.00	0.00
15302 Smithson Rental		102,480.00	98,580.00	94,680.00	93,230.00	94,680.00
Budget Detail						
Budget Code	Description		Units	Price	Amount	
Preliminary	Unit #A		12.00	-890.00	-10,680.00	
Preliminary	Unit #B		12.00	-1,000.00	-12,000.00	
Preliminary	Unit #C		12.00	-500.00	-6,000.00	
Preliminary	Unit #D		12.00	-1,500.00	-18,000.00	
Preliminary	Unit #E		12.00	-1,000.00	-12,000.00	
Preliminary	Unit #F - Ranch Property thru 7/22		12.00	-3,000.00	-36,000.00	
15425 Wild Road Rental		29,928.00	30,162.10	33,600.00	33,531.80	33,600.00
Budget Detail						
Budget Code	Description		Units	Price	Amount	
Preliminary	Units A-D		48.00	-700.00	-33,600.00	
Board Discretionary Revenue		-22,310.09	0.00	0.00	0.00	0.00
Revenue Total:		110,097.91	129,117.10	128,480.00	127,276.80	128,280.00
Fund: 04 - Property Rental Total:		110,097.91	129,117.10	128,480.00	127,276.80	128,280.00
Report Total:		110,097.91	129,117.10	128,480.00	127,276.80	128,280.00



Helendale CSD

Budget Worksheet
Properties Expense
 For Fiscal: FY 2021-2022 Period Ending: 06/30/2022

	FY 2019-2020 Total Budget	FY 2019-2020 Total Activity	FY 2020-2021 Total Budget	FY 2020-2021 Total Activity	FY 2021-2022 Total Budget
Fund: 04 - Property Rental Expense					
04-521500-00-0	10,000.00	325.00	5,000.00	0.00	5,000.00
Contractual Services					
04-523500-00-0	0.00	367.00	367.00	0.00	367.00
San Bernardino County Fees					
Utilities - Electric - Wild Rd				-336.05	
04-531000-00-5	4,656.00	2,897.92	3,300.00	3,489.84	3,700.00
Utilities - Gas - Wild Rd					
04-531001-00-5	1,560.00	1,346.51	800.00	1,367.33	800.00
Utilities-Water- Smithson					
04-531002-00-4	0.00	0.00	711.71	970.50	3,995.52
Budget Detail					
Budget Code					
Preliminary					
Preliminary					
			Units	Price	Amount
			1,890.00	1.50	2,835.00
			12.00	96.71	1,160.52
			Units	Price	Amount
			1,342.20	436.05	1,342.20
04-531002-00-5	0.00	0.00	1,342.20	436.05	1,342.20
Utilities-Water- Wild Rd.					
Budget Detail					
Budget Code					
Preliminary					
Preliminary					
			Units	Price	Amount
			158.00	1.50	237.00
			12.00	92.10	1,105.20
			Units	Price	Amount
			2,198.40	1,349.25	2,198.40
04-531003-00-4	0.00	0.00	2,198.40	1,349.25	2,198.40
Utilities - Sewer- Smithson					
Budget Detail					
Budget Code					
Preliminary					
Preliminary					
			Units	Price	Amount
			12.00	183.20	2,198.40
			Units	Price	Amount
			1,758.72	627.12	1,758.72
04-531003-00-5	0.00	0.00	1,758.72	627.12	1,758.72
Utilities - Sewer - Wild					
Budget Detail					
Budget Code					
Preliminary					
Preliminary					
			Units	Price	Amount
			12.00	146.56	1,758.72
			Units	Price	Amount
			1,633.00	10,423.32	10,000.00
04-541000-00-4	5,000.00	3,583.23	1,633.00	10,423.32	10,000.00
Operation & Maintenance - Smit...					

Budget Worksheet

	FY 2019-2020 Total Budget	FY 2019-2020 Total Activity	FY 2020-2021 Total Budget	FY 2020-2021 Total Activity	FY 2021-2022 Total Budget
Operation & Maintenance - Wild...	3,000.00	4,496.64	4,000.00	1,739.14	6,000.00
Interest Expense	0.00	0.00	20,972.58	20,613.93	14,878.86
Description			Units	Price	Amount
Loan - 20-024 Property Purchase			1.00	14,878.86	14,878.86
Debt Service - Rental Property	85,881.91	0.00	64,909.32	60,971.65	67,954.15
Description			Units	Price	Amount
20-024			1.00	67,954.15	67,954.15
Expense Total:	110,097.91	129,117.10	106,992.93	101,865.81	117,994.85
Fund: 04 - Property Rental Total:	110,097.91	129,117.10	106,992.93	101,865.81	117,994.85
Report Total:	110,097.91	129,117.10	106,992.93	101,865.81	117,994.85

04-541000-00-5

04-595001-00-0

Budget Detail
Budget Code
 Preliminary

04-800000-00-4

Budget Detail
Budget Code
 Preliminary



Helendale CSD

Budget Worksheet Park Revenue

For Fiscal: FY 2021-2022 Period Ending: 06/30/2022

	FY 2019-2020 Total Budget	FY 2019-2020 Total Activity	FY 2020-2021 Total Budget	FY 2020-2021 Total Activity	FY 2021-2022 Total Budget
Fund: 05 - Parks & Recreation					
Revenue					
05-430000-00-0					
Recreation Program Fees	100.00	1,940.00	1,000.00	0.00	1,000.00
05-430002-00-0					
Basketball League Program Fee	5,000.00	6,050.00	6,000.00	0.00	3,600.00
Budget Detail					
Budget Code					
Preliminary			Units	Price	Amount
			60.00	-60.00	-3,600.00
05-430003-00-0					
Youth Soccer	10,800.00	10,570.80	10,800.00	280.00	8,000.00
Budget Detail					
Budget Code					
Preliminary			Units	Price	Amount
			100.00	-75.00	-7,500.00
Preliminary			1.00	-500.00	-500.00
05-430004-00-0					
Farmers Market Revenue	10,800.00	6,574.00	5,000.00	8,236.71	5,000.00
05-430004-00-8					
Farmers Market EBT	0.00	199.00	5,000.00	8,350.00	5,000.00
Budget Detail					
Budget Code					
Preliminary			Units	Price	Amount
			500.00	-10.00	-5,000.00
05-460000-00-3					
Water Shop Lease Income	9,600.00	9,600.00	9,600.00	8,000.00	9,600.00
Budget Detail					
Budget Code					
Preliminary			Units	Price	Amount
			12.00	-800.00	-9,600.00
05-461000-A0-2					
Storage at Park- from Solid Waste	6,000.00	6,000.00	6,000.00	5,000.00	0.00
05-461000-CJ-3					
Community Center Unit C Rental ...	6,000.00	6,000.00	6,000.00	2,531.72	7,974.96
Budget Detail					
Budget Code					
Preliminary			Units	Price	Amount
			52.00	-37.98	-1,974.96
Preliminary			12.00	-500.00	-6,000.00
05-461000-PO-2					
Park Field Rental	0.00	0.00	5,000.00	1,700.00	7,000.00



Helendale CSD

Budget Worksheet
Park Expense
 For Fiscal: FY 2021-2022 Period Ending: 06/30/2022

	FY 2019-2020 Total Budget	FY 2019-2020 Total Activity	FY 2020-2021 Total Budget	FY 2020-2021 Total Activity	FY 2021-2022 Total Budget
Fund: 05 - Parks & Recreation					
Expense					
05-500001-00-0	75,171.20	64,167.03	76,295.00	67,674.94	76,377.60
Salaries - Full Time					
05-500002-00-0	4,000.00	435.07	4,000.00	12.47	1,000.00
Salaries - Overtime					
05-500004-00-0	23,957.39	6,740.57	7,269.00	12,987.76	1,500.00
Salaries - PT Rec Lead					
05-510000-00-0	6,489.96	428.71	0.00	332.78	0.00
PERS Retirement					
05-510001-00-0	16,851.84	14,882.07	31,200.00	15,588.71	31,200.00
Benefit Plan					
05-510002-00-0	8,734.30	9,924.88	3,111.00	4,832.07	3,208.00
Workers Compensation					
05-510003-00-0	2,922.72	1,259.03	1,663.00	1,939.70	1,331.49
Payroll Taxes - FICA/Medicare					
05-510004-00-0	0.00	80.01	0.00	0.00	0.00
Unemployment Expense					
05-510005-00-0	0.00	938.61	0.00	1,218.56	0.00
Vision / Dental Expense					
05-510007-00-0	0.00	0.00	0.00	6,490.46	0.00
Retirement Expense 457					
05-510008-00-0	0.00	252.29	0.00	0.00	0.00
PERS EPMC					
05-510009-00-0	0.00	4,277.58	5,329.00	4,703.17	5,334.98
PEPRA Retirement					
05-521500-00-0	11,800.00	13,066.02	12,560.00	14,611.99	9,560.00
Contractual Services					
Budget Detail					
Budget Code					
Preliminary					
Preliminary					
Preliminary					
Preliminary					
05-521600-00-0	0.00	633.33	1,900.00	1,417.44	589.88
Software Support - Park					
Budget Detail					
Budget Code					
Preliminary					
Preliminary					
05-523000-00-0	1,848.00	2,848.00	5,338.00	133.00	1,863.00
Permits and Inspection Fees					

Budget Worksheet

Budget Detail		FY 2019-2020	FY 2019-2020	FY 2020-2021	FY 2020-2021	FY 2021-2022
Budget Code		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget
Preliminary	Farmers Market - Food Permit SB County			533.00		533.00
Preliminary	Fireworks - SB County Fire			450.00		450.00
Preliminary	SB County Health Community Center Well			880.00		880.00
05-523000-00-3	Permits and Fees - Community C...	0.00	0.00	0.00	1,413.00	0.00
05-524500-00-0	Education and Training	3,400.00	609.68	2,400.00	195.00	1,700.00
Budget Detail						
Preliminary	Herbicide/ Pesticide Training			200.00		200.00
Preliminary	Misc			500.00		500.00
Preliminary	Park Training Travel			1,000.00		1,000.00
05-525000-00-0	Insurance	0.00	0.00	1,887.00	1,887.00	1,887.00
Budget Detail						
Preliminary	Sports Insurance			1,887.00		1,887.00
05-526600-00-0	Public Relations	200.00	10.98	200.00	0.00	200.00
05-529900-00-0	Bank Charges - Credit Card	1,200.00	1,416.60	1,200.00	90.49	0.00
Budget Detail						
Preliminary	EVO Credit Card Processing charge			0.00		0.00
05-531000-00-0	Utilities - Electric	3,816.00	2,417.15	2,228.60	1,552.04	2,384.64
Budget Detail						
Preliminary	Mobile Home Well (3-033-0695-56)			11.77		141.24
Preliminary	Park Wellhead (3-033-0695-77)			98.09		1,177.08
Preliminary	Water Shop / Park = 0.5 x \$151 = \$75.50			88.86		1,066.32
05-531000-00-3	Utilities - Electric - Community C...	13,116.00	7,376.23	23,540.00	6,303.65	20,400.00
Budget Detail						
Preliminary	Community Center Unit C			1,500.00		18,000.00
Preliminary	Community Center Unit D			200.00		2,400.00
05-531001-00-3	Utilities - Gas - Community Center	6,000.00	3,924.82	4,000.00	2,326.92	4,000.00
05-531002-00-0	Utilities-Water- Park Internal	0.00	0.00	7,020.75	4,265.27	17,250.00

Budget Worksheet

	FY 2019-2020 Total Budget	FY 2019-2020 Total Activity	FY 2020-2021 Total Budget	FY 2020-2021 Total Activity	FY 2021-2022 Total Budget
Preliminary			60.00	20.00	1,200.00
Uniform \$18/kid					
	11,330.00	11,632.84	11,330.00	101.13	7,775.00
Budget Detail					
Budget Code					
Preliminary			50.00	7.00	350.00
Balls					
Preliminary			1.00	100.00	100.00
Chalk					
Preliminary			15.00	10.00	150.00
Cones					
Preliminary			5.00	15.00	75.00
First Aid					
Preliminary			1.00	1,000.00	1,000.00
Misc					
Preliminary			100.00	5.00	500.00
Pictures					
Preliminary			66.00	50.00	3,300.00
Refs					
Preliminary			100.00	5.00	500.00
Trophies					
Preliminary			100.00	18.00	1,800.00
Uniforms					
Operating Supplies - Park	20,000.00	17,873.34	20,000.00	20,665.75	20,000.00
Budget Detail					
Budget Code					
Preliminary			2.00	5,500.00	11,000.00
Fertilizer					
Preliminary			1.00	1,000.00	1,000.00
Grass Seed					
Preliminary			1.00	5,000.00	5,000.00
Misc					
Preliminary			1.00	1,000.00	1,000.00
Pesticide/Herbicide					
Preliminary			1.00	500.00	500.00
Sprinklers					
Preliminary			1.00	1,500.00	1,500.00
Woodchip / Sand					
Operating Supplies - Community...	4,000.00	3,354.43	4,000.00	1,638.29	4,000.00
Concert in the Park Expense	8,938.00	9,015.89	12,750.00	0.00	12,750.00
Budget Detail					
Budget Code					
Preliminary			5.00	1,500.00	7,500.00
Concerts in Park - Entertainment					
Preliminary			1.00	3,500.00	3,500.00
Fire Works					
Preliminary			5.00	350.00	1,750.00
Petting Zoo					
Program Expenses	5,000.00	2,791.44	3,525.00	132.00	2,000.00
Budget Detail					
Budget Code					
Preliminary			1.00	1,565.00	1,565.00
Classes & Programs					
Preliminary			3.00	145.00	435.00
Memorial Trees					
Farmers Market Expense	7,200.00	6,623.03	8,440.00	5,000.07	8,440.00



Helendale CSD

Budget Worksheet

Admin Expense

For Fiscal: FY 2021-2022 Period Ending: 06/30/2022

	FY 2019-2020 Total Budget	FY 2019-2020 Total Activity	FY 2020-2021 Total Budget	FY 2020-2021 Total Activity	FY 2021-2022 Total Budget
Fund: 10 - Administration					
Expense					
10-500001-00-0	464,018.40	490,827.13	494,282.00	468,948.28	516,619.20
Salaries - Full Time					
10-500002-00-0	1,600.00	862.91	1,600.00	0.00	1,600.00
Salaries - Overtime					
10-500004-00-0	14,764.50	39,710.90	15,581.00	11,026.78	16,379.50
Salaries - Part-Time					
10-510000-00-0	89,180.27	36,609.67	82,630.00	44,092.91	86,248.72
PERS Retirement					
10-510001-00-0	41,755.44	39,657.76	93,600.00	47,595.87	93,600.00
Benefit Plan					
10-510002-00-0	2,791.83	3,172.68	1,214.00	3,563.27	3,161.31
Workers Compensation					
10-510003-00-0	7,857.75	9,684.26	8,359.00	9,737.86	8,744.01
Payroll Taxes - FICA/Medicare					
10-510004-00-0	0.00	0.00	0.00	-81.00	0.00
Unemployment Expense					
10-510005-00-0	0.00	2,326.06	0.00	2,506.98	0.00
Vision / Dental Expense					
10-510006-00-0	0.00	24,057.00	30,335.00	29,326.00	30,335.00
PERS Unfunded Accrued Liability					
Budget Detail					
Budget Code			Units	Price	Amount
Preliminary			1.00	28,712.00	28,712.00
Preliminary			1.00	1,623.00	1,623.00
Budget Detail					
Budget Code			Units	Price	Amount
Preliminary			12.00	116.00	1,392.00
Preliminary			12.00	1,797.00	21,564.00
Preliminary			12.00	100.00	1,200.00
Preliminary			1.00	10,300.00	10,300.00
Preliminary			26.00	165.00	4,290.00
Preliminary			12.00	50.00	600.00
Preliminary			1.00	3,410.00	3,410.00

Budget Worksheet

	FY 2019-2020 Total Budget	FY 2019-2020 Total Activity	FY 2020-2021 Total Budget	FY 2020-2021 Total Activity	FY 2021-2022 Total Budget
Preliminary			12.00	80.00	960.00
10-521600-00-0			48,980.00	37,441.18	52,520.00
Budget Detail					
Budget Code					
Preliminary			1.00	180.00	180.00
Preliminary			1.00	5,000.00	5,000.00
Preliminary			1.00	2,500.00	2,500.00
Preliminary			12.00	1,500.00	18,000.00
Preliminary			12.00	60.00	720.00
Preliminary			1.00	650.00	650.00
Preliminary			1.00	22,000.00	22,000.00
Preliminary			1.00	290.00	290.00
Preliminary			12.00	140.00	1,680.00
Preliminary			1.00	1,500.00	1,500.00
10-522000-00-0	60,000.00	49,676.25	50,000.00	64,920.25	50,000.00
10-522001-00-0	91,950.00	102,683.10	76,000.00	73,751.75	74,600.00
Budget Detail					
Budget Code					
Preliminary			1.00	50,000.00	50,000.00
Preliminary			1.00	24,600.00	24,600.00
10-522500-00-0	84,000.00	22,643.00	82,500.00	56,404.46	82,500.00
10-522505-00-0	6,500.00	4,830.05	6,500.00	678.26	6,500.00
10-522510-00-0	1,000.00	1,591.08	1,000.00	2,504.18	2,000.00
10-523000-00-0	5,185.00	5,233.00	10,185.00	11,479.00	10,000.00
Budget Detail					
Budget Code					
Preliminary			1.00	10,000.00	10,000.00
10-523500-00-0	4,500.00	3,038.62	4,500.00	5,307.41	6,700.00
Budget Detail					
Budget Code					
Preliminary			1.00	700.00	700.00
Preliminary			1.00	2,800.00	2,800.00
Preliminary			1.00	3,200.00	3,200.00
10-523900-00-0	0.00	0.00	20,000.00	3,402.00	0.00

Budget Worksheet

	FY 2019-2020 Total Budget	FY 2019-2020 Total Activity	FY 2020-2021 Total Budget	FY 2020-2021 Total Activity	FY 2021-2022 Total Budget
10-524300-00-0					
Employment Expense	2,500.00	1,199.00	2,500.00	199.00	2,500.00
10-524500-00-0					
Education and Training	2,500.00	1,007.43	2,500.00	222.08	3,882.00
Budget Detail					
Budget Code					
Preliminary					
Preliminary					
Description					
Tyler Conference		975.00		2.00	1,950.00
Tyler Training		14.00		138.00	1,932.00
Budget Code					
Preliminary					
Preliminary					
Description					
Insurance	56,000.00	54,678.01	84,673.00	94,342.00	92,924.00
Budget Detail					
Budget Code					
Preliminary					
Preliminary					
Description					
Board Insurance		1.00		265.00	265.00
Property & General Liability		1.00		92,659.00	92,659.00
Budget Code					
Preliminary					
Preliminary					
Description					
Public Notices	3,000.00	3,843.47	3,000.00	5,256.54	3,000.00
Community Promotion	6,000.00	2,681.36	6,000.00	964.39	6,000.00
Bank Charges	22,940.00	22,222.23	22,940.00	27,975.13	30,000.00
Budget Detail					
Budget Code					
Preliminary					
Preliminary					
Preliminary					
Description					
CBB Bank Analysis Charge		12.00		600.00	7,200.00
Point of Sale CC		12.00		350.00	4,200.00
Web Pay		12.00		1,550.00	18,600.00
Budget Code					
Preliminary					
Description					
Utilities - Electric	13,116.00	6,814.20	14,427.60	6,303.67	10,200.00
Budget Detail					
Budget Code					
Preliminary					
Description					
Community Center #B		12.00		850.00	10,200.00
Budget Code					
Preliminary					
Description					
Telephone	13,200.00	10,443.87	11,304.00	10,382.62	11,304.00
Budget Detail					
Budget Code					
Preliminary					
Preliminary					
Preliminary					
Description					
Frontier Landlines (2 lines) - Fax & Fire		12.00		80.00	960.00
UIA-VOIP		12.00		700.00	8,400.00
Verizon Wireless - 2 Admin / SB Sheriff		12.00		162.00	1,944.00
Budget Code					
Preliminary					
Description					
Operation and Maintenance - A...	0.00	285.40	0.00	121.80	0.00
Vehicle Maintenance	2,000.00	350.41	2,016.16	240.08	2,016.16
Budget Detail					
Budget Code					
Preliminary					
Description					
Mechanic Labor Reimbursement		0.01		38,816.00	388.16

Budget Worksheet

	FY 2019-2020 Total Budget	FY 2019-2020 Total Activity	FY 2020-2021 Total Budget	FY 2020-2021 Total Activity	FY 2021-2022 Total Budget
Parts & Services			1,000	1,628.00	1,628.00
Vehicle Fuel	1,400.00	690.57	1,400.00	435.93	500.00
Mileage and Travel Reimburse...	1,000.00	121.43	1,000.00	211.54	500.00
Operating Supplies - Office	8,966.44	13,242.17	8,966.44	5,787.26	6,500.00
Postage & Delivery	1,200.00	1,762.25	1,200.00	1,142.20	1,300.00
Uniforms	300.00	0.00	300.00	102.19	0.00
Equipment Maintenance & Suppl...	500.00	0.00	500.00	0.00	500.00
Dues & Subscriptions	10,516.00	11,839.28	10,516.00	14,416.37	7,834.87

Budget Detail

Budget Code	Description	Units	Price	Amount
Preliminary	Amazon Prime	1.00	192.87	192.87
Preliminary	ASBCSD	1.00	275.00	275.00
Preliminary	AWWA	1.00	459.00	459.00
Preliminary	Bank of America CC	1.00	75.00	75.00
Preliminary	CA Special District	1.00	3,861.00	3,861.00
Preliminary	Daily Press Newspaper	1.00	370.00	370.00
Preliminary	GFOA	1.00	160.00	160.00
Preliminary	Jobs Available	1.00	45.00	45.00
Preliminary	National Notary	1.00	69.00	69.00
Preliminary	Silver Lake HOA	12.00	194.00	2,328.00

Employee Benefit & Morale	6,500.00	7,570.88	6,500.00	5,729.26	6,500.00
Interest Expense	0.00	0.00	0.00	37.82	0.00
Depreciation	0.00	7,200.44	0.00	0.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
Preliminary	Depreciation - 7200	1.00	0.00	0.00
	Other Expense			
	Admin Allocation			

	0.00	3,174.16	0.00	0.00	0.00
	-983,021.75	-981,234.84	-1,116,414.44	-930,345.40	-1,153,593.88

Budget Detail

Budget Code	Description	Units	Price	Amount
Preliminary	1% of Admin Allocation to Solid Waste	0.01	-1,153,593.88	-11,535.94
Preliminary	49% of Admin Allocation to Sewer	0.49	-1,153,593.88	-565,261.00
Preliminary	50% of Admin Allocation to Water	0.50	-1,153,593.88	-576,796.94

Expense Total:	144,129.88	185,443.73	136,069.76	210,359.96	120,500.80
Fund: 10 - Administration Total:	144,129.88	185,443.73	136,069.76	210,359.96	120,500.80
Report Total:	144,129.88	185,443.73	136,069.76	210,359.96	120,500.80



Helendale Community Services District

DATE: June 17, 2021
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #8
Discussion and Possible Action Regarding Adoption of Resolution 2021-12: A Resolution of the Board of Directors of the Helendale Community Services District Establishing the Appropriations Limit for Fiscal Year 2022 Pursuant to Article XIII B of the California State Constitution

STAFF RECOMMENDATION:

Adopt Resolution 2021-12 establishing the Helendale Community Services District Appropriations Limit for Fiscal Year 2022.

STAFF REPORT

Article XIII B of the California Constitution and related implementing legislation provide for an annual “appropriations limit” for each entity of local government, including special districts, and require the governing body of each local jurisdiction to establish its appropriation limit by resolution each year.

The appropriations limit does not apply to the entire District budget but only to the appropriation of “proceeds of taxes”. In the District’s case this is represented solely by property taxes and special assessments. Each year the limit is adjusted by two factors: Price and Population. For FY 2022 the California Department of Finance provided these factors for San Bernardino County. The Price Factor is 5.73 and the Population Growth Factor for San Bernardino County is 0.17%. The attached chart shows the calculation for fiscal year 2022 as well as for the last eight fiscal years (Historic GANN Calculations). For Fiscal Year 2022 the District Appropriation Limit is \$831,313. Included in the appropriation limit are the following:

- “proceeds from taxes”
- Solid Waste Disposal per parcel assessment
- Water and Wastewater standby assessments and
- General property taxes that fund the streetlights and the balance shared with the Park fund.

For fiscal year 2022, the total of these taxes and property assessments is estimated to be \$381,499, which is well below the limit. Should appropriations exceed the limit, the excess taxes are required to be returned by a revision of the tax rates within the next two subsequent fiscal years.

Fiscal Impact

Resolution 2021-12 establishes the District's FY2021-22 appropriation limit for proceeds of taxes at \$831,313 in accordance with Article XIII B of the California State Constitution.

FISCAL IMPACT: None.

REQUESTED ACTION: Approve Resolution 2021-12

ATTACHMENTS: Historic GANN Calculations
Resolution 2021-12 with attachments A & B

**HELENDALE COMMUNITY SERVICES DISTRICT
APPROPRIATIONS LIMIT**

Historic GANN Calculations

Year	Prior Year Appropriations Limit	CA per Capita Personal Income		Change in Population		Calculation Factor	Appropriations Subject to Limit
6/30/2014	553,066	5.12%	1.0512	0.65%	1.0065	1.0580	585,162
6/30/2015	585,162	-0.23%	0.9977	0.69%	1.0069	1.0046	587,844
6/30/2016	587,844	3.82%	1.0382	1.09%	1.0109	1.0495	616,952
6/30/2017	616,952	5.37%	1.0537	0.68%	1.0068	1.0609	654,503
6/30/2018	654,503	3.69%	1.0369	1.16%	1.0116	1.0489	686,527
6/30/2019	686,527	3.67%	1.0367	0.95%	1.0095	1.0465	718,484
6/30/2020	718,484	3.85%	1.0385	0.90%	1.0090	1.0478	752,861
6/30/2021	752,861	3.73%	1.0373	0.51%	1.0051	1.0426	784,926
6/30/2022	784,926	5.73%	1.0573	0.17%	1.0017	1.0591	831,313



RESOLUTION NO. 2021-12

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HELENDALE COMMUNITY SERVICES DISTRICT ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2022 PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA STATE CONSTITUTION

WHEREAS, Article XIII B of the Constitution of the State of California provides that the total annual appropriations subject to limitation for each government entity shall not exceed the appropriations limit of each governmental agency for the prior year adjusted for certain changes mandated by Proposition 4 passed on November 4, 1979 and Proposition 111 passed June, 1990, except as otherwise provided for in Article XIII B and implementing State statutes; and

WHEREAS, pursuant to Article XIII B, and Section 7900 *et seq.* of the California Government Code, the District is required to set its appropriation limit for each fiscal year; and

WHEREAS, the General Manager for the Helendale Community Services District has conducted the necessary analysis and calculations to determine the appropriations limit for Fiscal Year 2021-22, relying on the approved limit from fiscal year 2020-21, and the following two adjustment factors: Annual Percent Change in Population for January 1, 2021 for San Bernardino County and the state-wide Per Capita Personal Income Change; and

WHEREAS, based on such calculations, the General Manager has determined the said appropriations limit to be \$831,313 and pursuant to Section 7910 of the Government Code, has made available to the public the documentation used in the determination of the limit. (Exhibit "A" and "B" attached and made of part hereto).

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND DETERMINED BY THE BOARD OF DIRECTORS OF THE HELENDALE COMMUNITY SERVICES DISTRICT.

APPROVED AND ADOPTED this 17th day of June, 2021.

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

By: _____
Tim Smith, President

Attest: _____
Sandy Haas, Secretary

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2021-22 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2021-22	5.73

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2021-22 appropriation limit.

2021-22:

Per Capita Cost of Living Change = 5.73 percent
 Population Change = -0.46 percent

Per Capita Cost of Living converted to a ratio: $\frac{5.73 + 100}{100} = 1.0573$

Population converted to a ratio: $\frac{-0.46 + 100}{100} = 0.9954$

Calculation of factor for FY 2021-22: $1.0573 \times 0.9954 = 1.0524$

Fiscal Year 2021-22

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2020 to January 1, 2021 and Total Population, January 1, 2021

County City	<u>Percent Change</u> 2020-2021	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
		1-1-20	1-1-21	1-1-2021
San Bernardino				
Adelanto	0.13	35,102	35,147	35,147
Apple Valley	0.03	74,331	74,350	74,350
Barstow	-0.24	24,097	24,040	24,205
Big Bear Lake	-0.06	5,192	5,189	5,189
Chino	1.41	83,889	85,073	88,184
Chino Hills	-0.22	82,846	82,661	82,661
Colton	0.27	54,051	54,198	54,198
Fontana	1.15	211,519	213,944	213,944
Grand Terrace	-0.07	12,408	12,399	12,399
Hesperia	0.23	95,834	96,053	96,053
Highland	-0.27	55,211	55,060	55,060
Loma Linda	1.31	24,533	24,854	24,895
Montclair	0.25	39,501	39,598	39,598
Needles	-0.54	5,382	5,353	5,353
Ontario	0.67	180,788	182,004	182,004
Rancho Cucamonga	0.05	175,052	175,131	175,131
Redlands	-0.01	71,164	71,154	71,154
Rialto	-0.24	102,813	102,567	102,567
San Bernardino	-0.62	216,384	215,035	216,291
Twentynine Palms	0.09	24,380	24,402	29,967
Upland	-0.33	78,769	78,513	78,513
Victorville	0.61	123,241	123,992	127,170
Yucaipa	-0.07	55,674	55,634	55,634
Yucca Valley	0.11	22,306	22,330	22,330
Unincorporated	-0.20	303,098	302,484	303,912
County Total	0.17	2,157,565	2,161,165	2,175,909

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.



Helendale Community Services District

DATE: June 17, 2021
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #9
Discussion and Possible Action Regarding Award of Contract for Community Center Paving Project

STAFF RECOMMENDATION:

Approve Award of Contract and authorize the General Manager to execute contract documents.

STAFF REPORT

In April the District circulated a bid for Request for Proposals (RFP) per the District's purchasing policy. An ad was placed in the Daily Press as the paper of general circulation in the area as well as direct solicitation. District Staff compiled a list of 32 potential bidders to whom the notice was distributed.

On April 26, a pre-bid meeting was held with a tour of the property and discussion related to each of the three proposed areas. On May 3 at 2:00 p.m. a bid opening was conducted. There were three bidders present with five bids received. The District opened each bid based upon the time the bid was received. The bid was designed with three areas to be bid and reserved the right for the Board to award any or all of the three areas or reject all bids based upon the affordability of the project.

Management submitted the bids to a qualified engineer who reviewed the bids. The detailed comparison of bids is attached to this staff report. He made the following comments:

- The apparent low bidder did not acknowledge Addendum #4
- The grading item seems the only item that is far from average
- Engineer recommends a 20% contingency be added to the project to ensure the funding is available for change order if needed

Staff does not feel that the oversight regarding Addendum #4 is significant and would preclude award of the project to the lowest bidder. Further Staff agrees with the need for a contingency in an amount the Board concurs with.

Based upon the bid submitted by the lowest responsive, responsible bidder, all three areas will cost \$236,072.11 which is a difference of \$68,191.86. Staff discussed the bid with the low bidder and reviewed all addenda and prevailing wage requirements. The bidder was satisfied that that covered all of the elements addressed.

Area 1	United Paving	High Desert Underground	Yegholian	Asphalt, Fabric and Engineering	Christensen Brothers	Average
Item	Amount	Amount	Amount	Amount	Amount	
	\$ 101,586.91	\$ 142,298.93	\$ 162,029.50	\$ 142,083.69	\$ 186,780.00	\$ 146,955.81
Area 2						
	\$ 74,025.64	\$ 85,437.80	\$ 94,314.22	\$ 128,217.38	\$ 131,170.00	\$ 102,633.01
Area 3						
	\$ 60,459.56	\$ 76,527.24	\$ 66,235.16	\$ 76,291.80	\$ 112,900.00	\$ 78,482.75
Total	\$ 236,072.11	\$ 304,263.97	\$ 322,578.88	\$ 346,592.87	\$ 430,850.00	\$ 328,071.57
Addendums	N	Y	N	Y	Y	

FISCAL IMPACT: \$236,072.11

REQUESTED ACTION: Award bid to United Paving in the amount of \$236,072.11 with a contingency of _____ and authorize Staff to sign the contract documents.

ATTACHMENTS: Engineer's analysis
Draft contract document

Helendale Community Services District Community Center Paving Project

Area 1 Item	Unit	Unit Price	United Paving		High Desert Underground		Yegholian		Asphalt, Fabric and Engineering		Christensen Brothers		Average
			Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount			
1	LS		\$ 2,700.00	\$ 5,000.00	\$ 8,611.00	\$ 12,916.70	\$ 14,400.00	\$ 8,725.54					
2	LS		\$ 8,544.00	\$ 28,631.25	\$ 40,847.25	\$ 30,774.28	\$ 28,000.00	\$ 27,359.36					
3	LS		\$ 1,000.00	\$ 5,000.00	-	\$ 5,500.00	\$ 2,900.00	\$ 2,880.00					
4	SF		\$ 31,589.91	\$ 39,739.70	\$ 24,432.00	\$ 27,287.93	\$ 42,000.00	\$ 33,009.91					
5	SF		\$ 52,893.00	\$ 60,526.62	\$ 82,839.25	\$ 57,923.34	\$ 84,000.00	\$ 67,636.44					
6	LS		\$ 1,800.00	\$ 545.36	\$ 1,900.00	\$ 4,145.44	\$ 4,600.00	\$ 2,598.16					
7	EA		\$ 3,060.00	\$ 2,856.00	\$ 3,400.00	\$ 3,536.00	\$ 10,880.00	\$ 4,746.40					
			\$ 101,586.91	\$ 142,298.93	\$ 162,029.50	\$ 142,083.69	\$ 186,780.00	\$ 146,955.81					
Area 2													
Item													
1	LS		\$ 1,800.00	\$ 5,000.00	\$ 6,689.00	\$ 11,656.13	\$ 9,400.00	\$ 6,909.03					
2	LS		\$ 7,289.20	\$ 12,381.00	\$ 18,073.44	\$ 22,048.81	\$ 24,000.00	\$ 16,758.49					
3			\$ 14,065.80	\$ 16,380.00	\$ 13,144.32	\$ 13,396.72	\$ 19,000.00	\$ 15,197.37					
4			\$ 25,452.40	\$ 24,548.04	\$ 44,567.46	\$ 33,303.84	\$ 42,000.00	\$ 33,974.35					
5			\$ 4,249.99	\$ 5,550.00	\$ 2,500.00	\$ 13,231.95	\$ 5,400.00	\$ 6,186.39					
6	SF		\$ 9,263.25	\$ 10,050.00	\$ 4,200.00	\$ 15,072.37	\$ 10,800.00	\$ 9,877.12					
7	LS		\$ 2,075.00	\$ 304.76	\$ 570.00	\$ 3,685.76	\$ 4,600.00	\$ 2,247.10					
8	LF		\$ 7,120.00	\$ 4,628.00	\$ 2,670.00	\$ 8,345.80	\$ 6,230.00	\$ 5,798.76					
9	LS		\$ 1,000.00	\$ 5,000.00	-	\$ 5,500.00	\$ 2,900.00	\$ 2,880.00					
10	EA		\$ 1,710.00	\$ 1,596.00	\$ 1,900.00	\$ 1,976.00	\$ 6,840.00	\$ 2,804.40					
			\$ 74,025.64	\$ 85,437.80	\$ 94,314.22	\$ 128,217.38	\$ 131,170.00	\$ 102,633.01					
Area 3													
Item													
1	LS		\$ 1,800.00	\$ 5,000.00	\$ 4,000.00	\$ 6,935.62	\$ 9,400.00	\$ 5,427.12					
2	LS		\$ 8,831.16	\$ 12,381.00	\$ 15,847.68	\$ 11,581.86	\$ 19,000.00	\$ 13,528.34					
3			\$ 17,379.60	\$ 21,460.40	\$ 10,565.12	\$ 15,218.04	\$ 17,600.00	\$ 16,444.63					
4			\$ 31,448.80	\$ 32,685.84	\$ 35,822.36	\$ 37,056.28	\$ 64,000.00	\$ 40,202.66					
5	LS		\$ 1,000.00	\$ 5,000.00	-	\$ 5,500.00	\$ 2,900.00	\$ 2,880.00					
			\$ 60,459.56	\$ 76,527.24	\$ 66,235.16	\$ 76,291.80	\$ 112,900.00	\$ 78,482.75					
Total			\$ 236,072.11	\$ 304,263.97	\$ 322,578.88	\$ 346,592.87	\$ 430,850.00	\$ 328,071.57					
Addendums 1-4			N	Y	N	Y	Y	Y					

AGREEMENT FOR THE CONSTRUCTION OF
Community Center Paving

As of Community Center Asphalt Project, 2020, HELENDALE COMMUNITY SERVICES, a public District (herein "District"), and United Paving, a _____ (herein "Contractor"), agree as follows:

GENERAL

SECTION 1. SCOPE OF WORK

Contractor will furnish labor, equipment, and materials, and will perform work, for the construction of the facilities described in the Contract Documents set forth in Section 4 below.

SECTION 2. CONSIDERATION

District shall pay Contractor the sum set forth in Contractor's bid for the performance of the work.

SECTION 3. PAYMENTS

- (a) Monthly progress payments shall be as follows:
- (1) On or about the 25th day of each month, Contractor shall submit to District an invoice including an estimate of the cumulative amount and value of the work performed by Contractor prior to that date and subsequent to prior estimates. The estimate may include 90% of the value of acceptable materials and equipment delivered to the work site. The estimate shall be based on certified copies of paid invoices by the Contractor.
 - (2) The District shall review the request as soon as practicable to determine whether the payment request is proper. A payment request found not to be a proper payment shall be returned within seven days after receipt accompanied by a written description of the reasons why the request is not proper.
 - (3) District shall pay Contractor, within 15 days of receipt of the invoice, ninety percent of the invoice amount reduced by: amounts due to District for equipment, services or materials furnished by District; amounts of claims or liens by the District or others, and amounts required to be deducted by federal, state or local governmental authorities.
 - (4) If the District fails to make progress payment within thirty days after receipt

of an undisputed and properly submitted invoice, the District shall pay to the Contractor interest at the legal rate set forth in Code of Civil Procedure Section 685.101(a) from seven days after receipt of the invoice by the District until paid.

(5) Progress payments do not signify acceptance of the work, or any portion of the work. Payments do not preclude District from demanding and recovering damages for failure to fully perform.

(b) On satisfactory completion of the work, District shall pay Contractor ninety percent of the value of the actual work less prior monthly progress payments.

(c) Within thirty days after recordation of a notice of completion, the undisputed amounts withheld by the District shall be released. "Completion" occurs on the acceptance by the governing body of the District; or the filing of a notice of cessation of labor.

(d) Notwithstanding the foregoing, Contractor may receive payment in full, other than retention for claims by the District or third parties, if the Contractor deposits approved securities or enters into an agreement with an escrow agent to hold earned retentions. The substitution of securities or the use of an escrow account shall be in the form and manner permitted by law.

SECTION 4. CONTRACT DOCUMENTS

The complete contract includes the contract documents set forth herein, to wit: the Notice Inviting Bids, the Bid Forms, the Special Conditions, the Technical Specifications, this Agreement, the Payment Bond, the Performance Bond, the Workers' Compensation Certificate, the Non-Collusion Declaration, the Certificate of Insurance, any Plans and Specifications, and any Addenda.

SECTION 5. COMPLIANCE WITH PROVISIONS OF LAW

(a) This District is subject to laws relating to public agencies which are part of this contract as though fully set forth herein.

(b) Contractor shall comply with laws relating to the work.

SECTION 6. ATTORNEYS' FEES

The Court shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party in an action or proceeding to enforce this Agreement.

SECTION 7. NOTICES

Notices required or permitted shall be given by personal delivery, by first class mail, postage prepaid, or facsimile transmission:

To Contractor: _____

To District: Helendale Community Services
26540 Vista Road, P.O. Box 359
Helendale, CA 92342

SECTION 8. CONFLICT WITH PLANS AND SPECIFICATIONS

Conflict between the plans and specifications and this contract shall be brought to the attention of the District which shall resolve such conflict.

SECTION 9. ASSIGNMENT

(a) Contractor shall not assign this contract or payments under this contract.

(b) Contractor and each subcontractor hereby assign to the rights, title, and interest in and to causes of action under Section 4 of the Clayton Act (15 U.S.C.A. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials for this contract or the subcontract. This assignment shall be made and become effective without further acknowledgment by the parties at the time the District tenders final payment to the Contractor.

SECTION 10. SECTION HEADINGS

Section headings are for the convenience of the parties and shall not affect the interpretation of this contract.

SECTION 11. AUTHORITY OF DISTRICT REPRESENTATIVE

District's representative shall decide questions about the quality or acceptability of materials furnished and work performed, manner of performance and rate of progress of the work, the interpretation of the plans and specifications and the fulfillment of the contract by Contractor.

WAGES, HOURS, AND WORKING CONDITIONS

SECTION 12. PREVAILING WAGES

(a) A determination of the general prevailing rates of per diem wages and holiday and overtime work where the work is to be performed is on file at the District's offices. Contractor and subcontractors will not pay less than the prevailing rates of wages. Contractor will post one copy of

the prevailing rates of wages at the job site.

(b) Contractor shall forfeit as penalty to the District the sum set forth in Labor Code Section 1775 for each calendar day or portion thereof for each workman paid less than the prevailing rates under the contract or any subcontract.

SECTION 13. TRAVEL AND SUBSISTENCE PAYMENTS

Travel and subsistence payments shall be paid to each worker as defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations for the particular craft, classification or type of work.

SECTION 14. HOURS OF WORK

(a) Eight hours labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times the basic rate of pay for work in excess of eight hours during a calendar day or forty hours during a calendar week of the foregoing hours.

(b) Contractor shall keep and make available an accurate record showing the name each of each worker and hours worked each day and each week by each worker.

(c) As a penalty to the District, Contractor shall forfeit twenty-five dollars for each worker, including subcontractor's work, for each day the worker works more than eight hour or each week the worker works more than forty hours.

SECTION 15. APPRENTICES

Contractor shall comply with the Labor Code concerning the employment of apprentices.

SECTION 16. SUBCONTRACTORS

(a) Contractor shall comply with the *Subletting and Subcontracting Fair Practices Act* of the Public Contracts Code.

(b) Contractor shall submit to District the following information:

(i) The name and location of the place of business of each subcontractor performing work, labor or rendering construction services, and each subcontractor licensed by the State of California specially fabricating and installing improvements according to detailed drawings or the plans and specifications, in an amount in excess of one-half of one percent of the Contractor's total bid.

(ii) The portion of the work to be done by each subcontractor.

(c) The Contractor shall list only one subcontractor for each portion of the work identified in the bid.

SECTION 17. NON-DISCRIMINATION

The Contractor shall not refuse to employ or promote any person, and shall not discriminate against any person with respect to compensation or terms and conditions of employment, and shall not discipline or discharge any person employed because of the person's race, religion, creed, color, national origin, ancestry or sex. The Contractor shall not refuse to accept otherwise qualified employees as indentured apprentices solely on the grounds of race, religion, creed, color, national origin, ancestry or sex.

SECTION 18. SAFETY

Contractor and subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under the *Contract Work Hours and Safety Standards Act*, as set forth in Title 29, C.F.R. and by the California Division of Industrial Safety.

SECTION 19. CHARACTER OF WORKERS

Only competent workers shall be employed on the work. Workers who are incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fail to perform work properly and acceptably, shall be immediately removed from the work by the Contractor and not re-employed.

INSURANCE, INDEMNIFICATION AND BONDS

SECTION 20. INSURANCE

(a) Before beginning the performance of the work, Contractor shall purchase and maintain insurance to protect the Contractor and the District from claims: (i) arising from Contractor's operations under the contract by the Contractor, a subcontractor or anyone employed by them, or anyone for whose acts any of them may be liable; (ii) under workers' compensation, disability benefits and other similar benefits acts; (iii) for damages because of bodily injury, occupational sickness, or disease, or death of the Contractor's employees, or persons other than the Contractor's employees; (iv) for damages insured by usual personal injury liability coverage sustained by a person as a result of an offense related to employment of such person by the Contractor, or other persons; (v) for damages, other than the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (vi) for damages because of bodily injury, death of a person or property damages arising from ownership, maintenance or use

of a motor vehicle; (vii) involving contractual liability insurance applicable to the Contractor's obligations; and (viii) for damage to work in progress.

(b) The insurance required shall be written for not less than limits of liability specified in the contract documents or required by law, whichever is greater. The insurance shall be purchased from companies authorized to do business in the jurisdiction where the project is located. Coverages shall be written on an occurrence basis without interruption from the date of commencement of the work until date of final payment or until termination of coverage required to be maintained after final payment. The District, its officers, agents and employees shall be named as additional insured.

(c) Certificates of insurance executed by the carrier(s) and acceptable to the District and copies of the policy shall be filed with the District prior to the commencement of the work. The Certificates and the insurance policies shall provide the policies will not be canceled or allowed to expire until at least thirty days prior written notice has been given to the District. If the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

(d) Contractor shall require each subcontractor to maintain policies of insurance covering the hazards, and under the conditions mentioned above, and having the District, its officers, agents, volunteers and employees as additional insureds. Copies of the subcontractor's certificates of insurance and policies shall be filed with the District.

SECTION 21. INDEMNIFICATION

(a) Contractor shall indemnify and save the District, its officers, agents, volunteers and employees, free and harmless from costs, damages or liability, including attorneys' fees, arising out of any act or omission to act, including any negligent act or omission to act by Contractor, its officers, agents, subcontractors and employees with respect to the performance of the work or the Contractor's obligations under this contract.

(b) In addition to the foregoing, Contractor shall pay District costs, including attorneys' fees, incurred by the District in handling, responding to, or litigating stop notice claims or other demands against money due to the Contractor or against the Contractor's payment bond by Contractor's officers, agents, employees or subcontractors.

SECTION 22. PAYMENT BOND

(a) Before beginning the performance of the work, Contractor shall file a payment bond with the District for its approval and acceptance. The payment bond shall be in the sum of one hundred percent (100%) of the contract price.

(b) The payment bond shall be in substantially the form of the bond attached hereto. The bond shall be executed by a representative of the surety having no financial interest in the contractor. The payment bond shall be separate and distinct from any other bond required by this contract. In addition to all other requirements imposed by law or by the Contract Documents listed in Section 4 of this Agreement, all surety companies executing bonds for the work to be performed hereunder shall possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance as defined in Section 105 of the California Insurance Code, and said sureties must also appear on the Treasury Department's most current list (Circular 570 as amended).

SECTION 23. PERFORMANCE BOND

(a) Before beginning the performance of the work, Contractor shall file a performance bond with the District for its approval and acceptance. The performance bond shall be in the sum of one hundred percent (100%) of the contract price. The bond shall be payable by surety or sureties to District if Contractor fails to fully perform his obligations hereunder.

(b) The performance bond shall be in substantially the form of the bond attached hereto. The bond shall be executed by a representative of the surety having no financial interest in the Contractor. The performance bond shall be separate and distinct from any other bond required by this contract. In addition to all other requirements imposed by law or by the Contract Documents listed in Section 4 of this Agreement, all surety companies executing bonds for the work to be performed hereunder shall possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance as defined in Section 105 of the California Insurance Code, and said sureties must also appear on the Treasury Department's most current list (Circular 570 as amended).

PERFORMANCE

SECTION 24. TIME FOR COMPLETION

(a) The work shall be completed within 60 calendar days of the Notice to Proceed.

(b) If the work is not completed before this date, the District will suffer damage. It is impractical and infeasible to determine the amount of damage. The Contractor shall pay to the District, as fixed and liquidated damages and not as a penalty, the sum of \$500 each calendar day of delay. The Contractor and Contractor's surety shall be liable for the amount. The Contractor shall not be charged liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

(c) If the work is not completed before this date, the District will incur substantial damages which cannot be ascertained at this time. Contractor shall pay to District damages caused by Contractor's delay in completing the work.

(d) Within ten (10) days from the beginning of such delay, the Contractor shall notify the

District in writing of the cause of the delay. District shall ascertain the facts and extent of the delay and extend the time for completing the work if in the District's judgment the finding justify an extension. The findings of fact shall be final and conclusive.

(e) The District may extend the time for completion if the District determines such extension to be in the best interest of the District. If the District extends the time limit for the completion of the work at the request of the Contractor, for other than acts of God and situations beyond the control of both parties, such extension will increase the District's financial obligations incurred for engineering, inspection, supervision, incidental and overhead expenses directly chargeable to the contract and accruing during the period of extension. The Contractor shall reimburse District for such reasonable charges before the final payment.

(f) The District may deduct the liquidated damages from progress payments or from the final payment. The payment of progress payments shall not constitute a waiver of liquidated damages.

SECTION 25. ACTS OF GOD

Contractor is not responsible for the cost of repairing or restoring damage to the work exceeding five percent of the contract price and determined to have been proximately caused by earthquakes in excess of the magnitude of 3.5 on the Richter Scale and tidal waves, if damaged work is built in accordance with accepted and applicable building standards and the plans and specifications.

SECTION 26. UTILITY RELOCATION

(a) As between the parties, District is responsible for the timely removal, relocation or protection of existing main or truck line underground utility facilities located on the job site, if such utilities are not identified by the District in the plans and specifications. As to such unidentified utilities, Contractor shall be compensated for: the costs of relocation; repairing damage not due to the failure of Contractor to exercise reasonable care; removing or relocating such utilities not included in the plans and specifications with reasonable accuracy, and equipment on the project necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the project, when the delay is caused by the failure of the District or the owner of the utility to remove or relocate the facilities.

(b) The District is not required to indicate the presence of existing service laterals or appurtenances when the presence of such utilities on the work site can be inferred from other visible facilities, such as buildings, metering junction boxes, on or adjacent to the work site.

(c) Contractor shall immediately notify the District and utility in writing, if the Contractor discovers utility facilities not identified by the District in the contract plans and specifications.

SECTION 27. PUBLIC CONVENIENCE

(a) Contractor's operation shall cause no unnecessary public inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the work or an approved detour shall be provided. Safe, adequate, continuous and unobstructed pedestrian and vehicular access shall be maintained to fire hydrants, residences, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, and hospitals, unless other arrangements are made satisfactory to the owners.

(b) Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time.

(c) Grading operations, roadway excavation and embankment construction shall provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth even condition satisfactory for traffic.

(d) The Contractor shall comply with applicable state and local requirements for closure of streets. Contractor shall provide barriers, guards, lights, signs, temporary bridges, flagmen and watchmen advising the public of detours and construction hazards. Contractor shall comply with additional public safety requirements arising during construction. Contractor shall furnish and install, and upon completion of the work promptly remove, signs and warning devices.

(e) At least forty-eight hours in advance of closing or partial closing or of reopening any street, alley or other public thoroughfare, Contractor shall notify the police, fire, traffic and engineering departments of jurisdictional agencies involved and comply with their requirements.

SECTION 28. EXCAVATIONS

(a) Contractor shall submit for District approval, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of trenches five feet or more in depth. The plan shall be at least as effective as that required by the Construction Safety Orders of the California Division of Industrial Safety. If the plan varies from the shoring systems standards established by the Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

(b) At the close of each working day, Contractor shall completely backfill open excavation and cover the same with temporary asphalt mix in accordance with normal practice in the industry and the rules, regulations, laws and ordinance of the State of California and the San Bernardino County Public Works Department.

(c) If the work involves digging trenches or excavations extending deeper than four feet below the surface, the Contractor shall promptly, and before the conditions are disturbed, notify the District, in writing, of any: (1) material the Contractor believes to be hazardous waste, as defined in

Section 25117 of the Health and Safety Code, and required to be removed to a Class I, Class II, or Class III disposal site; (2) subsurface or latent physical conditions at the work site differing from those indicated; (3) unknown physical conditions at the work site of unusual nature, or different material from those ordinarily encountered and generally recognized as inherent in the work of the character provided in the contract. The District shall promptly investigate the conditions. If the District finds the conditions are as alleged by the Contractor and conditions cause a change in the Contractor's cost, or the time required for performance, the District shall issue a change order. If a dispute arising whether the District's findings are correct, the Contractor shall proceed with the work. The Contractor shall retain rights by contract or law pertaining to resolution of disputes and protests between the parties.

SECTION 29. EXTRA WORK

(a) The District may require changes in, additions to, or deductions from the work to be performed or to the materials to be furnished under this contract. No extra work shall be performed or change made except in pursuance of a written order from the District stating the extra work or change is authorized, and setting forth the basis upon which payment is to be made. No claim for additional compensation shall be valid unless pursuant to such change order. Nothing in this section shall excuse the Contractor from proceeding with the prosecution of the changed work. When required by the District, the Contractor shall furnish an itemized breakdown of the quantities and prices used in computing the value of any ordered change.

(b) Adjustments in the amounts to be paid to the Contractor by reason of any such change, addition or deduction shall be determined by one or more of the following methods:

- (i) By an acceptable lump sum proposed from the Contractor.
- (ii) By unit prices contained in the Contractor's original bid and incorporated in the contract documents or fixed by subsequent agreement between the District and the Contractor.
- (iii) By ordering the Contractor to proceed with the work and to furnish daily reports of extra work. The reports shall itemize all costs for labor, material, and equipment rental. The reports for workmen shall include hours worked, rates of pay, names and classifications; and for equipment shall include size, type, identification number and hours of operation. Records and reports shall be made immediately available to the engineer upon his request.

(c) When the District orders extra work and there is an agreement between the District and the Contractor to perform the work, the District may approve the method used by the Contractor to accomplish the work. At the request of the District, the method to be used shall be memorialized in a writing prior to work being performed.

(d) If the Contractor contends a proposed change is a substantial revision in the character

of the work, the question shall be immediately submitted to an arbitrator for decision. The arbitrator's decision will be final and conclusive unless it is fraudulent, capricious, arbitrary or so grossly erroneous as to imply bad faith. Each party shall advise the other in advance of the arbitration of the material on which the party intends to rely and give the other a reasonable opportunity to refute or supplement such factual material.

SECTION 30. CLEAN-UP

On completion of the work, Contractor shall remove debris and surplus materials from the work site.

SECTION 31. MATERIALS

(a) Unless otherwise specified, show, or permitted by the District, materials and equipment incorporated in the work shall be new and current manufacture. The District may request the Contractor to furnish manufacturer's certificates to this effect.

(b) Materials furnished and work performed shall be subject to inspection and testing by District's authorized agents at District's expenses. If such inspection and testing reveals non-compliance with the requirements of this contract, the Contractor shall bear the cost of necessary corrective measures and the cost of subsequent inspecting and testing.

(c) The inspection of the work shall not relieve the Contractor of the obligations under the contract. Even though equipment, materials, or work required under the contract have been inspected, accepted, and estimated for payment, the Contractor shall replace or repair such equipment, materials, or work found to be defective or otherwise not to comply with the requirements of the contract up to the end of the maintenance and guarantee period.

SECTION 32. PERMITS AND LICENSES

(a) Contractor shall apply for and procure permits and licenses necessary for the work.

(b) Contractor shall give notices necessary and incidental to the due and lawful prosecution of the work and shall comply duly with the terms and conditions of permits and licenses.

(c) Contractor shall pay charges and fees in connection with permits and licenses.

SECTION 33. LAND AND RIGHTS OF WAY

(a) District shall provide land and rights-of-way where the work is constructed.

(b) Contractor shall procure additional rights-of-way desired by the Contractor to facilitate construction. Contractor shall enter into written agreements with property owners for such

purposes and provide District with copies of the agreements.

(c) Except as provided above relating to utility relocation, when the work is to be performed in the vicinity of existing improvements, such improvements shall not be disturbed or damaged except for such removal or relocation in the land and rights-of-way provided by the District or unavoidable to accommodate the work.

SECTION 34. PLANS AND WORKING DRAWINGS SUBMITTED BY DISTRICT

(a) The approved plans shall be supplemented by working drawings necessary to control the work adequately. Such drawings shall be consistent with the contract documents. Such drawings delivered to the Contractor shall be deemed written instructions to the Contractor.

(b) The District will furnish to the Contractor copies of drawings and specifications reasonably necessary for the execution of the work. The Contractor shall keep one set of drawings and specifications in good order available to the District's representative at the site of the work.

(c) The plans for the work show conditions supposed or believed by the engineer to exist. It is not intended or inferred the plans constitute a representation such conditions actually exist. The District, its officers, agents and employees shall not be liable for loss sustained by the Contractor as a result of variance of the conditions as shown on the plans and the actual conditions revealed during the progress of the work.

SECTION 35. SHOP DRAWINGS SUBMITTED BY CONTRACTOR

(a) Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, and illustrating some portion of the work.

(b) The Contractor shall review, stamp with approval, and submit for review by the District's representative, shop drawings for material and equipment to be incorporated into the work. Drawings shall be submitted in quadruplicate to the District's representative and be accompanied by a letter of transmittal listing the drawings submitted. Drawings shall show the name of the project, the name of the Contractor, the names of suppliers, manufacturers and subcontractors. Shop drawings shall be submitted with promptness and in orderly sequence to cause no delay in the work.

(c) Shop drawings shall be complete. If the shop drawings show deviations from the requirements of the plans and specifications because of standard shop practices or other reasons, the deviations and the reasons therefor shall be set forth in the letter of transmittal.

(d) By approving and submitting shop drawings, the Contractor represents material, equipment and other work shown thereon conforms to the plans and specifications except for the deviations set forth in the letter of transmittal.

(e) Within ten calendar days after receipt of the drawings, the District will return two prints of the drawings to the Contractor with comments. If noted by the District, the Contractor shall correct the drawings and resubmit in the same manner as the original submittal. The Contractor shall direct attention in the letter of transmittal accompanying resubmitted shop drawings to revisions other than the corrections requested by the District's representatives on previous submittals.

(f) The review by the District's representative is for general conformance with the design concept of the project and general compliance with the plans and specifications and shall not be construed as relieving the Contractor of the full responsibility for: providing materials, equipment and work required by the contract; the proper fitting and reconstruction of the work; the accuracy and completeness of the shop drawings; selection fabrication processes and techniques of construction; and performing the work in a safe manner.

(g) No portion of the work requiring a shop drawing submittal shall be commenced until the submittal has been reviewed by the District's representative and returned to the Contractor with a notation indicating re-submittal is not required.

SECTION 36. SUPERVISION BY THE CONTRACTOR

Before starting the work, the Contractor shall designate, in writing, a representative having authority to act for the Contractor. An alternate representative may be designated. (A joint venture shall designate only one representative and alternate). The representative or alternate shall be present at the work site when work is in progress. Orders or communications given to this representative shall be deemed delivered to the Contractor. In the absence of the Contractor or designated representative, directions or instructions may be given by the District's representative to the superintendent or foreman having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or the representative.

SECTION 37. INSPECTION

(a) The District's representative shall have access to the work during construction and shall be furnished with reasonable facility for gaining knowledge of the progress, workmanship and character of materials used and employed in the work.

(b) When the Contractor varies the period during which work is carried on each day, Contractor shall give notice to the District's representative so proper inspection may be provided. Work done in the absence of the District's representative is subject to rejection.

(c) No materials shall be installed until approved by the District's representative. Installations to be backfilled shall be inspected and approved by the District's representative prior to backfilling. The Contractor shall give notice in advance of backfilling to the District's representative so proper inspection may be provided.

(d) The inspection of the work shall not relieve the Contractor of obligations to fulfill the contract. Defective work shall be made good, and unsuitable materials may be rejected notwithstanding the fact such defective work and unsuitable materials have been previously overlooked by the District's representative and accepted.

SECTION 38. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

(a) Rejected work shall be removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such removal or replacement. Work done beyond the lines and grades shown on the plans or established by the District's representative, or work done without written authority will be considered as unauthorized and not be paid for. Such work may be ordered removed at the Contractor's expense.

(b) Upon failure on the part of the Contractor to comply promptly with an order of the District's representative under this section, the District's representative shall have authority to cause defective work to be removed and replaced, and unauthorized work to be removed, and to deduct the costs from monies due the Contractor.

SECTION 39. ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR

(a) If the Contractor finds discrepancies between the specifications and the drawings, and the physical conditions at the site of the work, or finds errors or omissions in the drawings or in any survey, Contractor shall promptly notify the District in writing of any such discrepancy, error or omission. If the Contractor observes drawings or specifications at variance with applicable law, ordinance, regulation, order or decree, Contractor shall promptly notify the District in writing of such conflict.

(b) On receipt of any such notice, the District shall promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, work done by the Contractor, after Contractor's discovery of such error, discrepancy or conflict, will be at Contractor's own risk and Contractor shall bear costs arising therefrom.

SECTION 40. EQUIPMENT

The Contractor must furnish adequate equipment and facilities to perform properly the work in a workmanlike manner in accordance with these specifications. Such equipment and facilities must be in a good state of repair and maintained in such state during the progress of the work and shall meet requirements of applicable ordinances and laws. No worn or obsolete equipment shall be used, and in no case shall the maker's rating of capacity for equipment be exceeded.

SECTION 41. STORAGE OF MATERIALS

Materials for use in the work shall be stored by the Contractor to prevent damage from exposure to the elements, admixture of foreign materials or from any other cause. Contractor is responsible for damage to or loss of materials by weather or other causes.

MISCELLANEOUS

SECTION 42. GUARANTEES

Contractor guarantees work from defect in workmanship for the period of one year from the date of acceptance by the District and shall repair and replace such work, together with other displaced work, without expense to the District, ordinary wear and tear, usual abuse or neglect excepted. District may have the defects repaired and made good at the expense of the Contractor, if Contractor fails to comply with the above-mentioned conditions within a week after being notified in writing.

SECTION 43. RISK OF LOSS PRIOR TO FINAL ACCEPTANCE

Except as set forth above relating to acts of God, risk of loss from total or partial destruction of the work, prior to final acceptance, shall be borne by Contractor regardless of the cause. Contractor shall repair or replace such damages or destroyed work, to its prior undamaged condition before being entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Contractor from completion of the work.

SECTION 44. TERMINATION: CONTRACTOR AT FAULT

(a) The District may declare the Contractor in default, should the Contractor fail to meet the requirements of the contract, or be placed in bankruptcy, or should a receiver be appointed for Contractor's properties, or should Contractor make an assignment for the benefit of creditors. In such event, the District will notify the Contractor in writing. On receipt of such written notice, the Contractor shall preserve site construction materials, equipment and plant, and undertake immediate steps to remedy such default.

If the Contractor fails to remedy such default within five calendar days after receipt of such written notice, the District may terminate the Contractor's right to proceed with the work as to which default has occurred. Upon receipt of such written notice, the Contractor shall for that work affected by any such termination:

- (1) Assist the District in making an inventory of materials and equipment in storage at the site, en route to the site, in storage or manufacture away from the site, and on order from suppliers;
- (2) Assign to the District, subcontractors, supply contracts and equipment rental

agreements all as designated by the District; and

- (3) Remove from the site, all construction materials, equipment and plant listed in said inventory other than such construction materials, equipment and plant which are designated in writing by the District to be used by the District in completing such work.

(b) The District may complete the work to which notice applies by contract or otherwise, and may take possession of the materials, plant, tools, equipment, supplies and property furnished by the Contractor which is designated by the District in writing for such purpose.

(c) The expense of completing such work, together with a reasonable charge for administering a contract for such completion, shall be charged to the Contractor. Such expense shall be deducted by the District out of such monies as may become due to the Contractor. If this expense exceeds the sum otherwise payable under the contract, the Contractor and Contractor's sureties shall be liable. Upon written notice from the District, the Contractor shall promptly pay to the District, the amount of such excess. The District shall not be required to obtain the lowest bids for completing such work, but may make such expenditures as in the District's sole judgment will best accomplish such completion.

SECTION 45. TERMINATION: CONTRACTOR NOT AT FAULT

District may terminate the contract upon ten days written notice to the Contractor, if District finds reasons beyond the control of the parties which make it impossible or against the District's interests to complete the work. In such a case, the Contractor shall have no claims against the District, except for the value of work performed to the date of termination, and the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date of termination if such materials and equipment would be needed in the work. The value of work performed and the cost of materials and shipment delivered to the site shall be determined by the District in accordance with the procedure prescribed for the making of a final estimate and payment.

SECTION 46. RESOLUTION OF CERTAIN CLAIMS

(a) Notwithstanding the foregoing, a demand of \$375,000 or less, by the Contractor for a time extension; payment of money or damages arising from the work done by or on behalf of the Contractor pursuant to this contract; or payment of an amount which is disputed by the District shall be processed in accordance with Public Contracts Code Sections 20104 *et seq.* relating to informal conferences, non-binding judicially supervised mediation and judicial arbitration.

(b) A single written claim shall be filed under this section prior to the date of final payment for all demands, including demands not subject to Public Contracts Code Sections 20104 *et seq.*, arising out of the contract.

(c) Within thirty (30) days of the receipt of the claim, the District may request additional

documentation supporting the claim or relating to defenses or claims the District may have against the Contractor. If the amount of the claim is less than \$50,000, the Contractor shall respond to the request for additional information within fifteen (15) days after receipt of the request. The Contractor shall respond to the request within thirty (30) days of receipt if the amount of the claim exceeds \$50,000 but is less than \$375,000.

(d) Unless further documentation is requested, the District shall respond to the claim within forty-five (45) days if the amount of the claim is less than \$50,000, or within sixty (60) days if the amount of the claim is more than \$50,000 but less than \$375,000. If further documentation is requested, the District shall respond within the same amount of time taken by the Contractor to respond or fifteen (15) days, whichever is greater, after receipt of further information if the claim is less than \$50,000. If the claim is more than \$50,000 but less than \$375,000 and further documentation is required by the District, the District shall respond within the same amount of time taken by the Contractor to respond or thirty (30) days, whichever is greater.

(e) If the Contractor disputes the District's response, or the District fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand shall be served on the District within fifteen (15) days after the deadline of the District to respond or within fifteen (15) days of the District's response, whichever occurs first. The District shall schedule the meet and confer conference within thirty (30) days of the request.

(f) If the meet and confer conference does not produce a satisfactory result, the Contractor may pursue remedies authorized by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused it to be executed as of the day, month and year first above written.

DISTRICT

By: _____
Kimberly Cox, General Manager

CONTRACTOR

By: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Governing Board of the Helendale Community Services District (herein "District"), on June 17, 2021, awarded to United Paving, (herein "Principal"), a contract for Community Center Paving.

WHEREAS, Principal is required to furnish a bond in connection with contract so if Principal or its subcontractors fail to pay for materials or supplies for the performance of the work, or for labor done thereon, or for amounts due under the Unemployment Insurance Act, the Surety on the bond will pay the same.

NOW THEREFORE, the Principal and _____ (herein "Surety") are held and firmly bound unto the District in the penal sum of _____ (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these promises.

THE CONDITION OF THIS OBLIGATION IS SUCH if Principal, its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for work or labor thereon of any kind, or fail to pay the persons named in California Civil Code Section 9000 et seq., or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and other laws of the State of California and rules and regulations of its agencies, then Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

This bond shall inure to the benefit of the persons named in California Civil Code Section 9000 et seq., so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall remain in full force and effect.

No change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed thereunder, or the specifications accompanying the same, shall affect Surety's obligation on this bond. Surety waives notices of such change, extension of time, alteration, or addition to the terms of the contract, or to the work or to the specifications.

IN WITNESS WHEREOF, three identical counterparts of this instrument, each of which shall be deemed an original, have been duly executed by the Principal and Surety above named on the ____ day of _____, 2022.

(Principal)

By:

(Surety)

By:

(Attorney-in-fact)

DRAFT

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the governing board of the Helendale Community Services District (herein "District"), on June 17, 2021, awarded to United Paving, (herein "Principal"), a contract for Community Center Paving.

WHEREAS, Principal is required under the terms of the contract to furnish a bond for the faithful performance of the contract;

NOW THEREFORE, the Principal and _____ (herein "Surety"), are held firmly bound unto the District in the penal sum of _____ (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bond ourselves, our heirs, executors, administrators and successors, jointly and severally and firmly by these promises.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above-bounded Principal, or its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the contract, including but not limited to the payment of liquidated damages, and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the District, its officers and agents, as therein stipulated, this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

Surety stipulates and agrees no change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed thereunder, or the specifications accompanying the same, shall affect its obligation on this bond. Surety waives notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the or to the specifications.

Surety agrees in case suit is brought on this bond, Surety will pay District's reasonable attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, three identical counterparts of this instrument, each of which shall be deemed an original, have been duly executed by the Principal and Surety above named, on the ____ day of _____ 2021.

(Principal)

(Attach Acknowledgment) By:

(Surety)

By: _____
(Attorney-in-fact)

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: _____

NOTE: If Contractor is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Contractor is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnerships. If the Contractor is an individual, the name of the firm shall be set forth together with the signature.

NON-COLLUSION DECLARATION

The undersigned declares under penalty of perjury as follows:

1. I am employed by _____ of _____, the party making the foregoing bid as _____.
2. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.
3. The bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding.
4. The bidder had not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract.
5. All statements contained in the bid are true.
6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

DATED: _____

By: _____



Helendale Community Services District

DATE: June 17, 2021
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #9
Discussion and Possible Action Regarding Approval of a Professional Services Contract for Construction Management Services for the Community Center Paving Project

STAFF RECOMMENDATION:

Approve Award of Professional Services Agreement (PSA) to ARL Engineering and Testing.

STAFF REPORT

With the award of the Community Center Paving project, Staff is requesting that the Board Consider authoring the General Manager to enter into a Professional Services Agreement with ALR Engineering and Testing for Construction Management Services for the above reference project.

The project is beyond the knowledge base of the District Staff and in the best interest of the District capital investment, Staff recommends that a competent professional well-versed in this type of construct be the owner's representative. The firm would provide daily oversight, review construction submittals, take batch samples of asphalt, etc. A parking lot is a long-term investment and if done correctly should last decades.

Attached for the Board consideration is the draft Professional Services Agreement (PSA) for ALR in the amount of \$37,000. The cost estimate is attached as Exhibit A (Scope of Work) to the PSA. This will be a time and materials proposal and the actual costs may not reach the threshold of the proposal.

FISCAL IMPACT: \$37,000

REQUESTED ACTION: Approve a PSA for Project Management Services for the Community Center Parking Lot Project.

ATTACHMENTS: Draft PSA with Scope of Work

**AGREEMENT FOR SERVICES
BETWEEN
HELENDALE COMMUNITY SERVICES DISTRICT
AND
ALR Engineering**

THIS AGREEMENT is made this 17th day of June, 2021 (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 WATER SYSTEMS CONSULTING, INC., a _____ (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 on-call professional engineering support and 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 that 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 and other security 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 immediately 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 **PREVAILING WAGES:** In accordance with the provisions of the California Labor Code, CONSULTANT shall secure the payment of compensation to employees. To the extent required by the California Labor Code, CONSULTANT shall pay not less than the prevailing rate of per diem wages as determined by the Director, Department of Industrial Relations, State of California. Copies of such prevailing rate of per diem wages are on file at the DISTRICT's office, which copies will be made available to any interested party upon request. CONSULTANT shall post a copy of such determination at each job site. If applicable, CONSULTANT shall forfeit to the DISTRICT the amount of the penalty set forth in California Labor Code Section 1777.7(b), or any subsequent amendments thereto, for each calendar day, or portion thereof, for each worker paid less than the specified prevailing rates for such work or craft in which such worker is employed, whether paid by CONSULTANT or by any subcontractor.

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. CONSULTANT shall comply with all applicable provisions of the California Labor Code relating to working hours and the employment of apprentices on public works projects. CONSULTANT shall, as a penalty to the DISTRICT, forfeit \$25.00 for each worker employed in the execution of this Agreement by CONSULTANT or by any subcontractor, for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker received compensation for all hours worked in excess of 8 hours at not less than 1½ times the basic rate of pay.

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. 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 consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). The CONSULTANT shall exercise the Standard of Care to 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 or omissions, noncompliance with the Standard of Care, 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 **PROJECT COSTS:** 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 **INVOICES:** 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.

ARTICLE V COMPLETION SCHEDULE

5.1 **TERM:** The Term of this Agreement shall begin on the Effective Date, and shall continue until September 30, 2021, unless this Agreement is earlier terminated pursuant to the provisions of Section 6.7 below. Notwithstanding the above, the provisions of Sections 1.3, 2.2, 2.3, 3.3 and 3.4 and Articles IV, V, and VI herein shall survive the expiration and/or termination of this Agreement.

5.2 **TIME OF CARDINAL IMPORTANCE:** CONSULTANT shall perform all services required by this Agreement in a prompt, timely, and professional manner. Time is of cardinal importance in this Agreement.

ARTICLE VI GENERAL PROVISIONS

6.1 **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** CONSULTANT shall at all times exercise the Standard of Care and 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 canceled (for reasons other than non-payment of premium) without first giving thirty (30) days advance written notice to the DISTRICT.

- (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, any such deductible or self-insured retention shall not be applicable with respect to the coverage provided to DISTRICT under such policies. CONSULTANT shall be solely responsible for any such deductible or self-insured retention and the DISTRICT, in its sole discretion, may require CONSULTANT to secure the payment of any such deductible or self-insured retention by a surety bond or an irrevocable and unconditional letter of credit.
 - (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 Commercial 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 Commercial 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 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 delivered 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: ALR Engineering.
 Address:
 City/St/Zip
 Attn: _____

6.6 **CONSULTANT'S ASSIGNED PERSONNEL**: CONSULTANT designates Mr. Jeroen Olthof 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. 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. 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.

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, reasonable attorney's fees, awards, fines, settlements, judgments, or losses of whatever nature, character, and description (the "Claims"), to the extent any or all such Claims arise out of, pertain to, or relate to the negligent acts, errors or omissions, recklessness, or willful misconduct of CONSULTANT and/or any of CONSULTANT's subcontractors, including their respective directors, officers, employees, agents and assigns.
- (b) CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers and employees harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, reasonable 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) It is the intent of the Parties to this Agreement that the defense, indemnity and hold harmless obligations 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.

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) 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 maintaining a copy of its Injury and Illness Prevention Plan at the Project site and making it available to the DISTRICT.

6.11 EXAMINATION OF RECORDS: All original drawings, specifications, 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 OWNERSHIP OF SOFTWARE:

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

DISTRICT by CONSULTANT under this Agreement. The license granted herein shall authorize DISTRICT to:

- (1) Install the Software on computer systems owned, leased or otherwise controlled by DISTRICT;
 - (2) Utilize the Software for its internal data-processing purposes; and
 - (3) Copy the Software and distribute as desired to exercise the rights granted herein.
- (b) CONSULTANT retains its entire right, title and interest in the Software developed under this Agreement. DISTRICT acknowledges that CONSULTANT owns or holds a license to use and sublicense various pre-existing development tools, routines, subroutines and other programs, data and materials that CONSULTANT may include in the Software developed under this Agreement. This material shall be referred to hereafter as "Background Technology."
- (c) DISTRICT agrees that CONSULTANT shall retain any and all rights CONSULTANT may have in the Background Technology. CONSULTANT grants DISTRICT an unrestricted, nonexclusive, perpetual, fully paid-up worldwide license to use the Background Technology in the Software developed and delivered to DISTRICT under this Agreement, and all updates and revisions thereto. However, DISTRICT shall make no other commercial use of the Background Technology without CONSULTANT's written consent.

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.

6.20 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES: CONSULTANT and DISTRICT waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Agreement or the services provided by CONSULTANT, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall not apply to third-party Claims and shall survive termination or completion of this Agreement.

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

CONSULTANT

DISTRICT

By: _____

By: _____
Kimberly Cox, General Manager
Helendale Community Services District

EXHIBIT A

SCOPE OF WORK

ALR Engineering and Testing

Cost Proposal for the Helendale Community Services Project Management

Title	Hourly Rate	Qty	Total
Principal Civil Engineer	\$ 200.00	20	\$ 4,000.00
Senior Associate Engineer	\$ 180.00	80	\$ 14,400.00
Senior Field Technician	\$ 105.00	160	\$ 16,800.00
Lab Technician	\$ 90.00	20	\$ 1,800.00
			<u>\$ 37,000.00</u>