



Helendale Community Services District

26540 Vista Road, Suite C, Helendale, CA 92342

REGULAR BOARD MEETING **Thursday, November 3, 2022 at 6:30 PM**

SPECIAL NOTICE OF TELECONFERENCE ACCESSIBILITY

Pursuant to the provisions of Assembly Bill 361 which amended certain provisions of the Brown Act regarding teleconference meetings during periods of statewide emergencies, and as a precaution to our Board of Directors, District staff, and general public as a result of the ongoing COVID-19 pandemic, Helendale Community Services District will hold this meeting of its Board of Directors both in-person at the District Office located at 26540 Vista Road, Suite C, Helendale, California, and via teleconference. This meeting is open to the public in person or 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 in person or using the "raise the hand" or "chat" feature. If viewing remotely a speaker's card may be filled out at the following link:

<https://www.surveymonkey.com/r/HKGNLL8> or use the features referenced above. The District requests that all speaker cards be submitted at any time prior to the close of public participation.

3. Consent Items

- a. Approval of Minutes: October 20 Regular Board Meeting
- b. Bills Paid Report
- c. Resolution 2022-1N: A Resolution of the Board of Directors of the Helendale Community Services District
- d. Re-Ratifying the Proclamation of a State of Emergency by Governor Newsom, Declaring That Local Emergency Conditions Persist, and Re-Authorizing Remote Teleconference Meetings of the Board of Directors and Its Standing Committees for the Period October 6, 2022, to November 3, 2022, Pursuant to Brown Act Provisions

4. Reports

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

Regular Business:

5. Discussion and Possible Action Regarding Approval of Directors' Expense Reports
6. Discussion Only Regarding a Review of the Partnership with UIA and Operational Update
7. Discussion Only Regarding Annual Report of Disconnections per SB998
8. Discussion and Possible Action Regarding Approval of a Use Agreement with Barstow Nutrition Program

Other Business

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

Conference with Real Property Negotiators
(Government Code Section 54956.8)
Property: 26540 Vista Road
District Negotiator: Kimberly Cox
Negotiating Parties: Vertical Bridge
Under Negotiation: Price and Terms of Payment

11. Report of Closed Session Items

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 agendaized 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: November 3, 2022
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #3
Consent Items

CONSENT ITEMS

- a. Approval of Minutes: October 20, 2022
- b. Bills Paid Report
- c. Resolution2022-01N



Helendale Community Services District

Date: November 3, 2022
TO: Board of Directors
FROM: Kimberly Cox, General Manager
BY: Cheryl Vermette
SUBJECT: Agenda item #3a
Minutes from Board meeting 10/20/2022



*Minutes of the Helendale Community Services District
REGULAR BOARD OF DIRECTORS MEETING
October 20, 2022, at 6:30 PM
26540 Vista Road, Suite C. Helendale, CA 92342*

SPECIAL NOTICE OF TELECONFERENCE ACCESSIBILITY

Pursuant to the provisions of Assembly Bill 361 which amended certain provisions of the Brown Act regarding teleconference meetings during periods of statewide emergencies, and as a precaution to our Board of Directors, District staff, and general public as a result of the ongoing COVID-19 pandemic, Helendale Community Services District will hold this meeting of its Board of Directors both in-person at the District Office located at 26540 Vista Road, Suite C, Helendale, California, and via teleconference. This meeting is open to the public in person or 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)

Board Members Roll Call:

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

Staff Members Present:

Kimberly Cox, General Manager; Craig Carlson, Water Operations Manager; Alex Aviles, Wastewater Operations Manager; Cheryl Vermette, Parks, Recreation & Programs Supervisor

Consultants:

Steve Kennedy, Legal Counsel (Zoom)

Members of the Public:

There were three members of the public attending in person.

Call to Order and Pledge of Allegiance

The meeting was called to order at 6:30 pm by President 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 by the following roll call vote: 5 - Yes; 0 – No. President Smith-Yes; Vice President Spiller-Yes; Director Clark -Yes; Director Schneider -Yes; Director Haas -Yes

2. Public Participation

None

3. Consent Items

- a. Approval of Minutes: October 6 Regular Board Meeting

b. Bills Paid Report

c. August Financial Report

Motion: Vice President Spiller made a motion to approve the consent items as presented. Director Haas seconded the motion.

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

4. Reports

a. Directors' Report

Director Schneider reported that at the Park and Rec meeting the committee discussed the new turf renovator and rye seed that will be used at the park. He also discussed having a full clean up day twice a year with shredding and HHW at both events.

b. General Managers Report

General Manager Cox reported that the community continues to do a great job with the food waste recycling, the most recent pickup was 640 pounds. She also reported that she convened a working group with CSDA to discuss the need for a legislative fix for SB 1383. AB 2198 becomes effective on January 1, 2024; this bill prohibits employment discrimination for off-duty cannabis use, and may require modifications to the Districts hiring practices. The District is engaged with our drug testing facility for guidance and will continue with current practices until mandated otherwise. SB 555 required the State Board to adopt water loss regulations, these regulations were approved on 10/18 and become effective on 1/1/24. SB 1157 was signed by the Governor in September and reduces indoor GPCD to 47.

Water Operations Manager Carlson provided an update on Well 1A. The well went down on 10/15. Layne has been out to trouble shoot and the pump and motor will need to be pulled. The cause is undetermined at this time. Layne has a crew shortage that will impact repair time. Material shortages may further impact repair depending upon what is determined.

Parks, Recreation and Program Supervisor Vermette reported that Staff recently applied for a backup generator grant through the Small Water Systems Program, however the District is not eligible based upon median household income data from the 2016-2020 American Community Survey. The MHI for Helendale exceeds the limit for eligibility. Director Schneider requested that Staff continue looking at generator costs without grant funding.

General Manager Cox reported that she requested a meeting with BNSF officials regarding their expansion in Barstow and expects a meeting within the next couple weeks.

The District currently has \$2,005,769.99 in CLASS, \$2,023,397.71 in LAIF, \$1,995,781.78 in CBB, and \$74,984.25 in DCB.

There were 31 account transfers in September. Eight deposit letters were mailed to high risk customers (defined as a customer who has had at least one disconnection for non-payment during the past 12 months).

Wastewater Operations Manager Aviles gave the wastewater report. Both VFD's for the trickling filter feed pumps have been installed and programmed. The wastewater staff attended a pump class hosted by Evan's Hydro in Long Beach. The District hosted a

community tour at the treatment plant on 9/17 and had 9 attendees. Staff cleaned over 2 miles of sewer on Schooner, including the fingers. The District contracted with Houston and Harris to clean 1.8 miles of sewer. The District hosted a confined space entry training at VVWRA, which all water and wastewater staff attended. Staff also repaired a leak on the alfalfa pump #2 at the use area #1; the bearing and seals are bad, and the pump is ready to go out. Staff is currently seeking quotes for replacements.

Regular Business

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

Action: Director Schneider made a motion to approve the Directors' Expense Reports. Director Haas seconded the motion.

Vote: The motion carried by the following roll call vote: 5 - Yes; 0 - No. President Smith-Yes; Vice President Spiller-Yes; Director Clark -Yes; Director Schneider -Yes; Director Haas -Yes

6. Discussion Only Regarding Water Usage at the Wastewater Irrigation Area

Discussion: This was an informational item regarding the plant operations under the 2018 Waste Discharge Permit (WDR) and Monitoring and Reporting Plan (MRP) and provided an update on additional water use requirements to comply with the Board order. Also discussed was the Nitrogen Removal Assessment (NRA), the synergistic partnership with the Ag operator, and the remediation report submitted to the Regional Board. In April 2018, the Regional Board approved the revised WDR. This triggered several other requirements including the farm management plan, the replacement of monitoring well 1A; additional monitoring wells 5, 6, & 7; an expanded irrigation area; additional reporting requirements; and compliance with stringent water quality parameters. The WDR revisions and adoption of a Monitoring and Reporting Plan set forth the requirements to expand the irrigation area. The order required an additional crop area. Additional water is necessary when ETo is higher. Water use from June – September was 58.89 AF. The farmer provides all of the labor, equipment, seed, etc. This has been a great partnership with the District. The alternative would be hiring additional staff to farm. The District is mandated to hold 2' of freeboard and our partnership with the farmer keeps us in compliance. Staff calculates and submits the NRA to the Regional Board annually as part of the additional requirements as part of the WDR and MRP. With the conclusion of the NRA it was determined that there was more nitrogen applied to the crops than was removed from the alfalfa. Staff realized that excess nitrogen was reported due to the supplemental water that had increased during the most recent reporting period. The water was calculated using the plants higher nitrogen concentrations. The Ag well has an average of total nitrogen of 3mg/L and the plant effluent discharge is greater. The solution was to install a meter on the Ag well to quantify irrigation and quarterly samples are now being collected to calculate total nitrogen average of Ag water. Nitrogen Remediation Report was submitted and accepted by the Regional Board. A copy of the Nitrogen Removal Assessment was provided. Staff felt it was important to keep the Board informed of plant operations related to the WDR, MRP and required Ag water; to provide transparency regarding the previous 2021 NRA and the corrected action in the form of a remediation report submitted to the Regional Board, and highlight the importance of the partnership with the farmer and the ag operation.

Action: There was no action on this item

7. Discussion and Possible Action Regarding Approval of the 2023 District Calendar

Discussion: This matter comes to the Board annually. The calendar is used broadly by District Staff and the Board. The proposed calendar includes District activities such as holidays, when time cards and expense reports are due, and the annual operational anniversary. No Board Meetings are scheduled for January 5, July 6, and December 21. Also included are the Concerts in the Park scheduled for the second Saturday of each month from May – September, market closures, youth sports seasons and thrift store closures and special events. April 1, 2023 will be the District’s 16th year anniversary.

Action: Director Clark made the motion to approve the 2023 District Calendar. Director Haas seconded the motion.

Vote: The motion carried by the following roll call vote: 5 - Yes; 0 - No. President Smith-Yes; Vice President Spiller-Yes; Director Clark -Yes; Director Schneider -Yes; Director Haas -Yes

8. Discussion and Possible Action Regarding Addition of a New District Support Position and Related Modifications to the Table of Organization

Discussion: As the programs for the District have grown so has the workload. There are additional programs and requirements for solid waste services including green waste, food waste, mattresses, electronics, etc. The District also has a weekly farmers market, sports, and community events. The current workload on the Programs/Park Supervisor is unsustainable. Additionally, the need for district-wide support has been identified in the areas of: banking / liens; supplies; water/wastewater samples; senior center support; keeping Unit C entry and bathrooms tidy/clean & ready for residents; office coverage on Fridays; and board room setup/tear down. The financial impact includes a slight reduction in park funding due to additional employee costs and a modest increase to the solid waste budget. Admin would absorb half of the salary. Funding will be allocated as follows: Admin = 50%, Parks = 30%, and Solid Waste = 20%. A draft organizational chart was also presented. If approved the position would start 12/1/22.

Action: Vice President Spiller made the motion to approve the addition of a Program Assistant position and adopt a modified table of organization.

Other Business

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

Vice president Spiller - Update on Meter Replacement Program

Director Schneider – Cost amounts for different well projects so we can add them to the CIP

11. Adjournment

President Smith adjourned the meeting at 7:48 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: November 03, 2022
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 40 checks and 7 EFT's totaling \$123,973.28

Total Cash Available:	<u>10/31/22</u>	<u>10/17/22</u>
Cash	\$6,178,869.35	\$6,099,960.73
Checks/EFT's Issued	\$ 123,973.28	\$ 251,314.59

Investment Report

The Investment Report shows the status of the invested District funds. The interest rate is 0.12% for LAIF and 2.6078% for CA Class for October 2022. Interest earned thru October 17, 2022 on CA Class account is \$2,406.71.



Helendale CSD

Bills Paid and Presented for Approval

Transaction Detail

Issued Date Range: 10/18/2022 - 10/31/2022

Cleared Date Range: -

Issued Date	Number	Description	Amount	Type	Module
Bank Account: 251229590 - CBB Checking					
10/20/2022	25755	ACI Payments, Inc	-56.80	Check	Accounts Payable
10/20/2022	25756	Amazon Capitol Services	-105.81	Check	Accounts Payable
10/20/2022	25757	Beck Oil Inc	-3,217.05	Check	Accounts Payable
10/20/2022	25758	Boot Barn Inc.	-206.61	Check	Accounts Payable
10/20/2022	25759	Burrtec Waste Group, Inc	-61,601.42	Check	Accounts Payable
10/20/2022	25760	Burrtec Waste Industries Inc	-978.11	Check	Accounts Payable
10/20/2022	25761	Cal Fire	-453.88	Check	Accounts Payable
10/20/2022	25762	Cardmember Services	-3,603.57	Check	Accounts Payable
10/20/2022	25763	Cashier, CDFA- Certified Farmer's Market	-766.00	Check	Accounts Payable
10/20/2022	25764	County of San Bernardino, Solid Waste Mgmt. Div.	-585.09	Check	Accounts Payable
10/20/2022	25765	DOI - Bureau of Land Management	-1,260.00	Check	Accounts Payable
10/20/2022	25766	ES OPCO USA LLC	-65.54	Check	Accounts Payable
10/20/2022	25767	Frontier Communications	-92.84	Check	Accounts Payable
10/20/2022	25768	Frontier Communications	-71.74	Check	Accounts Payable
10/20/2022	25769	Frontier Communications	-61.61	Check	Accounts Payable
10/20/2022	25770	Geo-Monitor, Inc.	-598.00	Check	Accounts Payable
10/20/2022	25771	Hank Dyer Electric	-965.00	Check	Accounts Payable
10/20/2022	25772	Home Depot Credit Services	-1,859.31	Check	Accounts Payable
10/20/2022	25773	Infosend, Inc	-1,963.22	Check	Accounts Payable
10/20/2022	25774	Parkhouse Tire, Inc.	-414.98	Check	Accounts Payable
10/20/2022	25775	Plumbers Depot Inc.	-698.83	Check	Accounts Payable
10/20/2022	25776	Print Mart	-86.15	Check	Accounts Payable
10/20/2022	25777	Sierra Analytical Labs, Inc	-180.00	Check	Accounts Payable
10/20/2022	25778	Silver Lakes Market	-190.00	Check	Accounts Payable
10/20/2022	25779	State of California Department of Justice	-98.00	Check	Accounts Payable
10/20/2022	25780	Tyler Technologies, Inc.	-3,276.80	Check	Accounts Payable
10/20/2022	25781	Uline	-139.12	Check	Accounts Payable
10/20/2022	25782	Verizon Wireless	-792.28	Check	Accounts Payable
10/20/2022	25783	Verizon Wireless	-106.32	Check	Accounts Payable
10/20/2022	25784	WaterMaster	-2,444.77	Check	Accounts Payable
10/20/2022	25785	Eide Bailly LLP	-14,908.00	Check	Accounts Payable
10/20/2022	25786	Inland Water Works Supply Co.	-808.89	Check	Accounts Payable
10/20/2022	25787	Konica Minolta	-933.26	Check	Accounts Payable
10/25/2022	25788	California State Disbursement Unit	-230.76	Check	Accounts Payable
10/25/2022	25789	State of California - Franchise Tax Board	-50.00	Check	Accounts Payable
10/28/2022	25790	California State Disbursement Unit	-230.76	Check	Accounts Payable
10/28/2022	25791	State of California - Franchise Tax Board	-50.00	Check	Accounts Payable
10/27/2022	25792	JIMMIE LEE LENHART JR	-217.69	Check	Utility Billing
10/27/2022	25793	BLANCA GARCIA SANCHEZ	-280.30	Check	Utility Billing
10/27/2022	25794	WALTER BENJAMIN	-113.58	Check	Utility Billing
10/20/2022	EFT0004312	SCE ACH Park Wellheads Acct 700448234519	-599.44	EFT	General Ledger
10/24/2022	EFT0004313	SCE Street Lighting Acct # 700013030275	-1,528.61	EFT	General Ledger
10/26/2022	EFT0004314	SCE ACH Sod Farm Acct 700255337588	-1,928.42	EFT	General Ledger
10/24/2022	EFT0004316	CalPERS Classic Pmt PPE 9/25/22	-7,891.58	EFT	General Ledger
10/24/2022	EFT0004318	CalPERS PEPRA Pmt PPE 9/25/22	-1,865.14	EFT	General Ledger
10/28/2022	EFT0004325	CalPERS 457 Pmt PPE 10/23/22	-4,629.26	EFT	General Ledger

Bank Transaction Report

Issued Date	Number	Description	Amount	Type	Module
10/18/2022	EFT0004333	To record Tasc Flex Claim Pmt PPE 10/9/22	-768.74	EFT	General Ledger
			Bank Account 251229590 Total: (47)		-123,973.28
			Report Total: (47)		-123,973.28

Summary

Bank Account
[251229590 CBB Checking](#)

Count	Amount
47	-123,973.28
Report Total: 47	-123,973.28

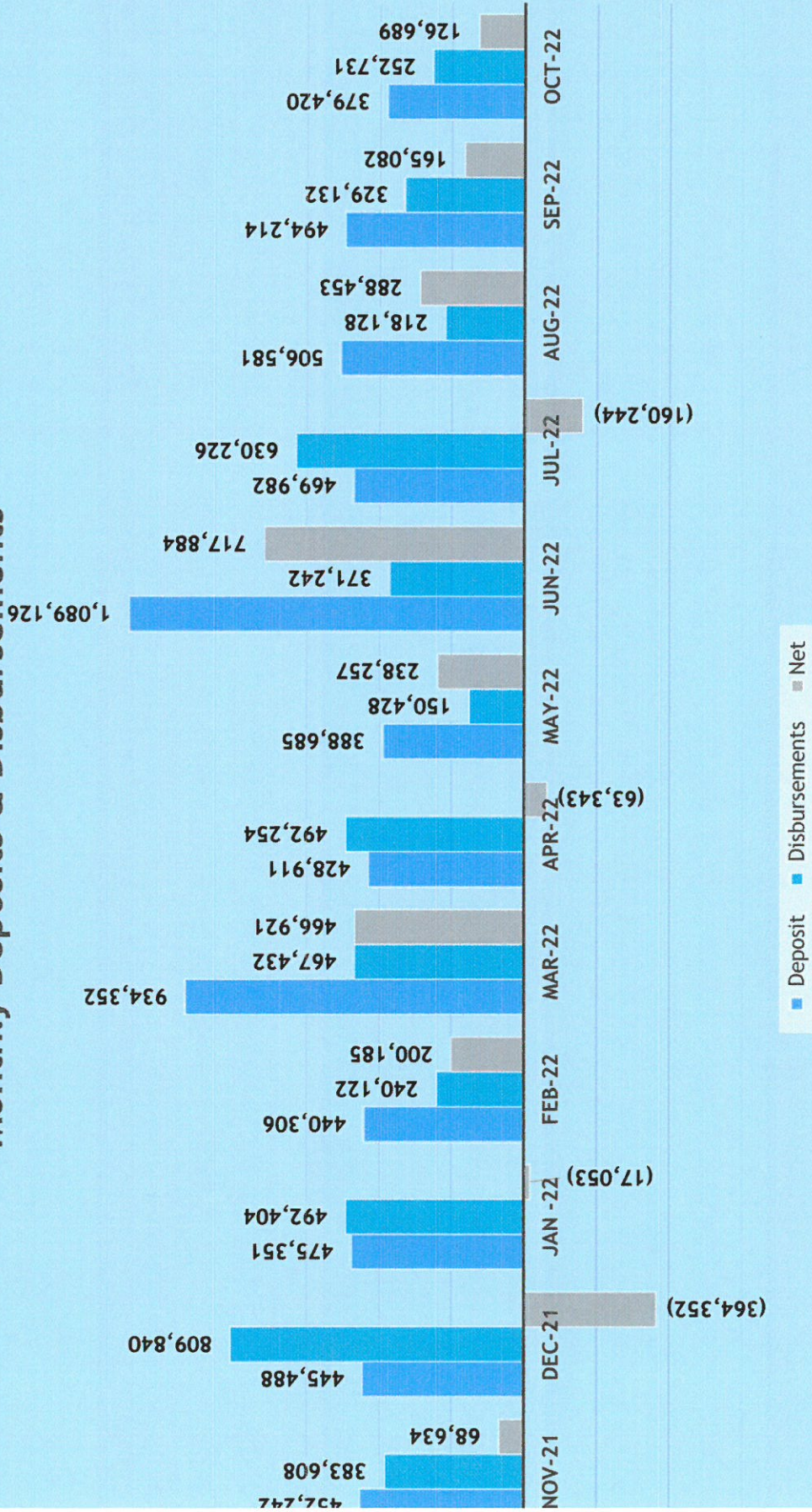
Cash Account
[99.99-111000 Cash in CBB - Checking](#)

Count	Amount
47	-123,973.28
Report Total: 47	-123,973.28

Transaction Type	Count	Amount
Check	40	-104,762.09
EFT	7	-19,211.19
Report Total:	47	-123,973.28

Cash Flow Report

Monthly Deposits & Disbursements

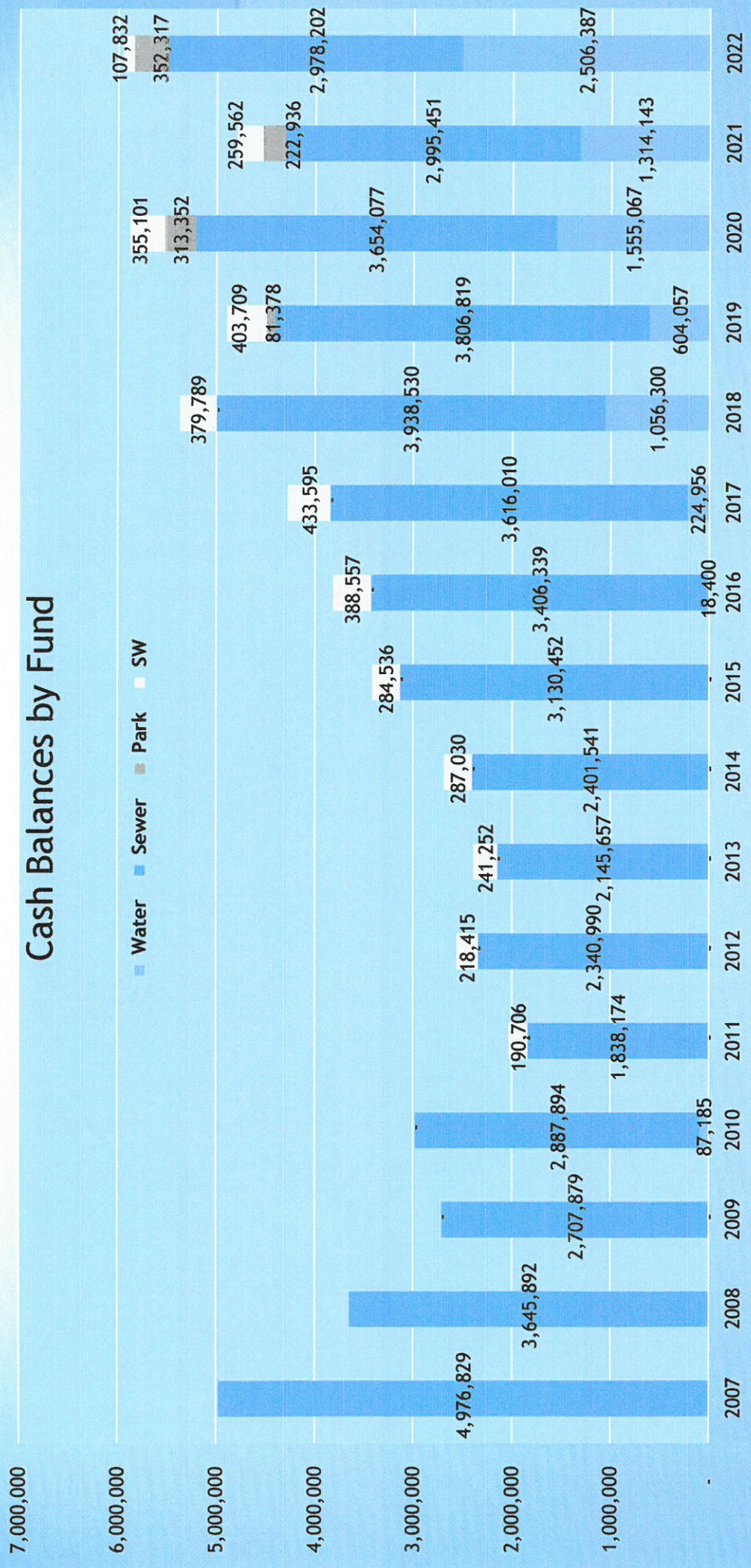


Total Cash Balances

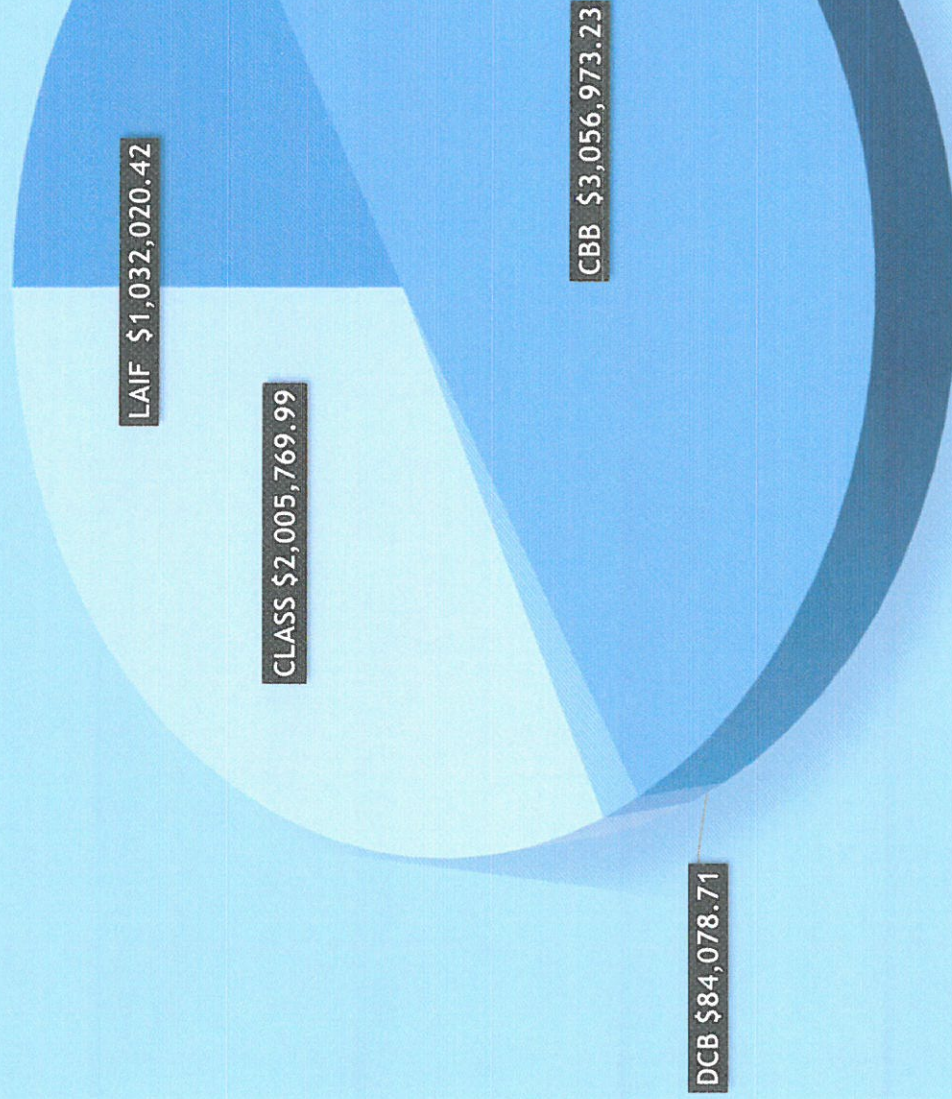


Cash Balances by Fund

Water Sewer Park SW



FUNDS BY DEPOSITORY



- LAIF
- CBB
- DCB
- CLASS

DCB Visa Statement 10-3-22

Acct #	Description	Charges	Charges	Charges	Charges	Charges	Charges	Charges	Totals
01-545000	Ditch Witch Door Parts	988.88							988.88
02-541000	Contractor's Lunch during VFD Install /Water/Gatrade /Donuts for WW Plant Tour Fratelli's Staff Lunch During Porject	50.45	13.83	20.20	49.29				133.77
02-545000	Battery for CAT Backhoe	203.36							203.36
02-545001	Fuel	46.93							46.93
02-553000	WW Labels	49.92							49.92
02-553600	Boot & Sweatshirts	543.68							543.68
03-553000	Halloween Candy (50/50 Split w/Farmer's Mkt)	174.90							174.90
03-556800	Thrift Store Employee Incentive Gift Cards	140.00	490.00						630.00
05-553404	Halloween Candy (50/50 Split w/Thrift Store)	174.90							174.90
06-553600	Uniform Pants & Shirts R. Gonzales	183.09							183.09
10-521600	Website Purchase Fee	28.34							28.34
10-522510	Board Mtg Snacks / Thrift Store Dinner Challenge	215.274	20.82	15.00	11.59	10.58	14.18	11.77	299.21
10-526650	Chili Cook-off Donation	50.00							50.00
10-556800	Breakfast Burritos for Sexual Harassment Training	96.59							96.59
Total									3,603.57
Due 10/28/22		66.93	46.71	10.86	67.80	52.20	67.49		311.99
									3,915.56

Total Paid
Disputed Charges
Total Due on Stmt



Helendale Community Services District

Date: November 3, 2022
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #3c
Resolution 2022-01N: A Resolution of the Board of Directors of the Helendale Community Services District Re-Ratifying the Proclamation of a State of Emergency by Governor Newsom, Declaring that Local Emergency Conditions Persist, and Re-Authorizing Remote Teleconference Meetings for the Board of Directors and its Standing Committees for the Period November 3, 2022, to December 1, 2022, Pursuant to Brown Act Provisions

RESOLUTION NO. 2022- 01N

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HELENDALE COMMUNITY SERVICES DISTRICT RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM, DECLARING THAT LOCAL EMERGENCY CONDITIONS PERSIST, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE BOARD OF DIRECTORS AND ITS STANDING COMMITTEES FOR THE PERIOD NOVEMBER 3, 2022, TO DECEMBER 1, 2022, PURSUANT TO BROWN ACT PROVISIONS

WHEREAS, the Helendale Community Services District (the “District”) is committed to preserving and nurturing public access and participation in meetings of its Board of Directors; and

WHEREAS, all meetings of the District’s Board of Directors (the “Board”) and its standing committees are open and public, as required by the Ralph M. Brown Act (California Government Code Sections 54950-54963), so that any member of the public may attend, participate, and watch those bodies conduct their business; and

WHEREAS, the Brown Act, in Government Code Section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code Section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition for application of Government Code Section 54953(e) is that a state of emergency is declared by the Governor pursuant to Government Code Section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the State caused by conditions as described in Government Code Section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District’s boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed a state of emergency to exist in California as a result of the threat of COVID-19, and such proclamation has not yet been lifted; and

WHEREAS, it is further required under Government Code Section 54953(e) that state or local officials have imposed or recommended measures to promote social distancing or that the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board previously adopted Resolution No. 2022-01M on October 6, 2022, finding that the requisite conditions exist for the Board and its standing committees to conduct remote teleconference meetings without compliance with Government Code Section 54953(b)(3); and

WHEREAS, as a condition of extending the use of the provisions set forth in Government Code Section 54953(e), the Board must reconsider the circumstances of the state of emergency that exists within the District, and the Board has done so; and

WHEREAS, emergency conditions persist within the District, specifically COVID-19 and its Delta variant, remain highly contagious and, therefore, a threat to the health, safety, and well-being of the District's employees, directors, vendors, contractors, customers, visitors, and residents; and

WHEREAS, directions from the San Bernardino County Department of Public Health and regulations from the State of California impose various social distancing restrictions and provide guidance on best practices with respect to actions to reduce the spread of COVID-19; and

WHEREAS, the Board does hereby find that a state of emergency continues to exist within the District's service area as a result of the continuing presence of COVID-19, which has caused, and will continue to cause, conditions of imminent risk to attendees of Board meetings, and has resulted in local, State, and federal social distancing orders and related guidance, and which has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and the Board desires to re-affirm that a local emergency exists and re-ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency persisting, the Board does hereby find that the Board and all standing committees thereof shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code Section 54953, as authorized by subdivision (e) of Government Code Section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of Government Code Section 54953; and

WHEREAS, the District will continue to provide proper notice to the public regarding all Board and standing committee meetings in accordance with Government Code Section 54953(e)(2) and shall continue to provide notice to the public of how they may access any such meeting via call-in number and/or internet link.

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

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. The Board hereby considers the conditions of the state of emergency within the District and proclaims that a local emergency persists throughout the District as a result of the continuing presence of COVID-19, which continues to cause conditions of imminent risk to attendees of the District's Board and standing committee meetings, and which have resulted in local, State, and federal social distancing orders

and guidance, and that continuing to conduct the District’s Board and standing committee meetings virtually will minimize the possible spread COVID-19 and any variant thereof.

Section 3. Re-Ratification of Governor’s Proclamation of a State of Emergency. The Board hereby re-ratifies the Governor of the State of California’s Proclamation of State of Emergency regarding COVID-19, dated March 4, 2020.

Section 4. Remote Teleconference Meetings. The District’s General Manager, or his or her delegee, and the Board and standing committees of the District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including but not limited to continuing to conduct open and public meetings in accordance with Government Code Section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) the expiration of thirty (30) days from the date this Resolution was adopted, as set forth below, or (ii) such time as the Board adopts a subsequent resolution in accordance with Government Code Section 54953(e)(3) to extend the time during which the Board and standing committees of the District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of Government Code Section 54953.

PASSED AND ADOPTED by the Board of Directors of the Helendale Community Services District this 3rd day of November, 2022, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Tim Smith, President, Board of Directors

ATTEST:

Sandy Haas, Secretary, Board of Directors



Helendale Community Services District

DATE: November 3, 2022
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #5
Discussion and Possible Action Regarding Approval of Directors' Expense Reports

STAFF RECOMMENDATION

None.

STAFF REPORT

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

FISCAL IMPACT: NA

POSSIBLE MOTION: At the discretion of the Board.

ATTACHMENTS: Expense Reports

Los Domingos
(760) 256-1381

Ticket No: 75
Ticket UID: 20221012D484-113
Small Room->3

Employee: Britney

Dine In

Date: 10/12/2022

Time: 12:31:36 PM

\$10.95 L-22 Turkey Club Sandwich
\$0.00 -- French Fries
\$10.95 L-22 Turkey Club Sandwich
\$0.00 -- French Fries
\$0.00

Subtotal: \$21.90
Tax: \$1.92
Total: \$23.82
Paid: \$23.82

Suggested Tip
10% (Tip: \$2.38, Total: \$26.20)
15% (Tip: \$3.57, Total: \$27.39)
20% (Tip: \$4.76, Total: \$28.58)



Thank you come again!
Please leave us a review on Yelp, Google or Facebook

HELENDALE COMMUNITY SERVICES DISTRICT BOARD MEMBER EXPENSE VOUCHER

Name: **Tim Smith**

10/24/2022

Date	Event	Expense Description/Explanation	Miles	Meals	Lodging	Other	Exp Category
10/18/2022	Public Benefit	park and rec					A: Public Meeting governed by Brown Act
10/19/2022	Event	mtg with gm				X	G: Meeting w/GM re District Operations
10/20/2022	Public Benefit	regular board meeting					A: Public Meeting governed by Brown Act
	Event						
	Public Benefit						
	Event						
	Public Benefit						
	Event						
	Public Benefit						
	Event						
	Public Benefit						
	Event						
	Public Benefit						
	Event						
	Public Benefit						
	Event						
	Public Benefit						
	Event						
	Public Benefit						

Totals

Notes/Comments:	-	-	-	-	-	-	
	Totals:	Mileage	Meals	Lodging	Other	Grand Total	
		-	-	-	-	-	

Signature: _____ Date: _____
 Submitted By: **Tim Smith**

- Expense Categories**
- G: Meeting w/GM re District Operations
 - H: Meeting w/auditors, attorney or consultant retained by District
 - I: Meeting of Local, State or Federal body w/jurisdiction affecting HCSD
 - J: Meeting w/organization with interests in matters involving functions or operations of the District
 - K: Meeting pre-approved by the Board of Directors

*** Written or verbal report required to be presented at the next Board meeting**



Helendale Community Services District

Date: November 3, 2022
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #6
Discussion Only Regarding a Review of the Partnership with UIA and Operational Update

STAFF RECOMMENDATION:

None

STAFF REPORT:

After several years of effort the District found a wonderful partner in United Internet Access (UIA) who was willing to fund and install a fiberoptic network throughout the Silver Lakes Community and via dish to the surrounding area.

The contract with UIA has provided some exceptional funding for the park development. The revenue from the partnership, at the Board's discretion, is put into the Park fund to help maintain and construct park features. The graph on the following page outlines the contributions from the agreement with UIA.

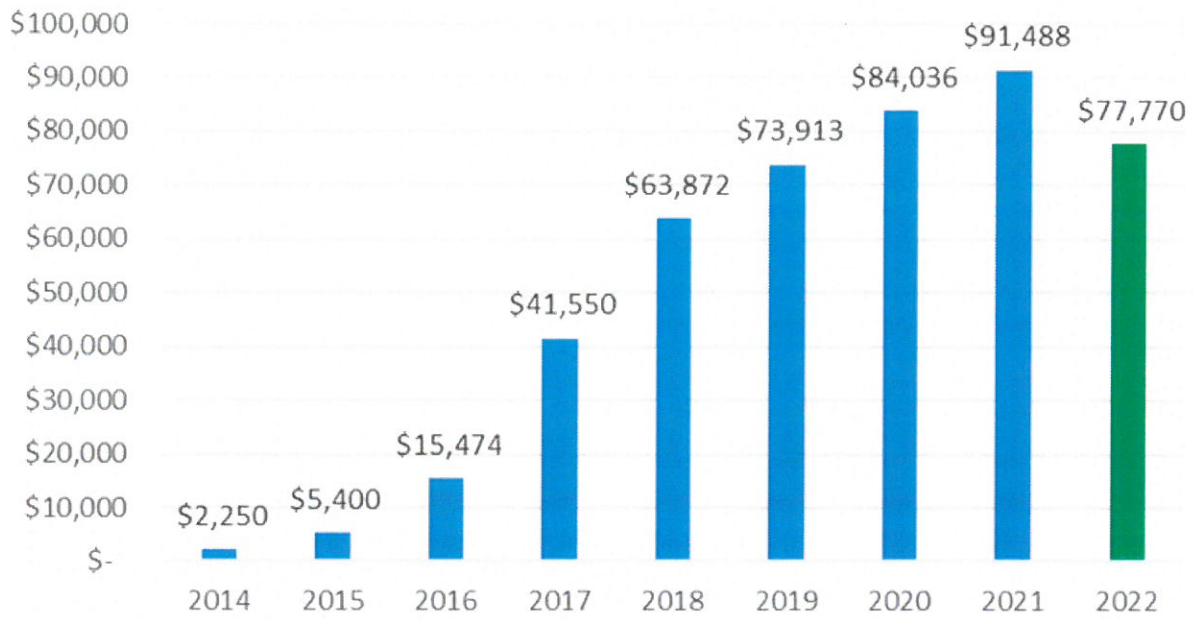
Wes, Zuber, Owner of UIA will be present to share with the Board an update and the company's efforts to provide redundant service for the community and other related information.

FISCAL IMPACT: \$91,488 FY22 and \$77,770 to date for FY23

POSSIBLE MOTION: None

ATTACHMENTS: UIA Total by Year graph

UIA Totals by Year





Helendale Community Services District

Date: November 3, 2022
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #7
Discussion Regarding Annual Report of Disconnections per SB998

STAFF RECOMMENDATION:

Receive and File.

STAFF REPORT:

The requirements of SB998 state that on an annual basis, the number of disconnections must be presented in an open meeting and discussed with the governing body.

The new policy and procedures were adopted on 2/20/2020 and in March 2020, prior to implementation, COVID and the related emergency regulations including the disconnection prohibition outlined in Executive Order N-42-20 (March 2020) superseded the SB998 implementation.

In January 2022, when the disconnection prohibition was lifted, the District had 113 accounts that met the disconnection provisions in SB998. Staff worked with the customers to develop payments plans, however, the majority of the accounts in arrears reconciled with the district and brought their account current. Since January 2022, the District has fully implemented SB998 60-day disconnection provisions.

Below is a spreadsheet outlining the number of late customers per month as well as the number of accounts locked off due to non-payment that were greater than 60-days past due.

2022	Late	Disconnections
Jan	349	35
Feb	404	40
Mar	394	30
Apr	330	23
May	363	21
Jun	416	18
Jul	382	29
Aug	427	20
Sep	363	25
Oct	380	27

On October 26, 2022, the State Attorney General issued a legal alert (attached) to all water providers that they must comply with SB998.

Background: In January 2020, Staff and Counsel presented a draft policy responsive to the requirements of SB998. After extensive effort the draft policy was completed and presented at a public meeting and the public hearing on 2/20/20. It was the District's goal to make the policy compliant with the law yet understandable. District's Legal Counsel reviewed the policy prior to adoption to ensure it complied with SB998.

In addition, SB998 required modification to other policies and procedures to ensure consistency with the new legislation. These policies were brought to the Board during several subsequent meetings. In addition, Management worked with Staff on internal administrative procedures to ensure practice aligned with the requirements of SB998 and that there are no conflicts between procedures and the new law.

SB998 known as the Water Shutoff Protection Act is intended among other things to allow customer's ample time to pay their water bill prior to disconnection by mandating a 60-day timeframe prior to disconnection. SB998 is codified into the Health and Safety Code sections 116900-116926.

The Policy was translated into five languages along with certain verbiage on the bill form. The disconnection notification period was expanded from a 48-hour notification to a seven business-day notification. There are also expanded requirements for posting notification at a residence. Further, SB998 requires for low-income households that the reconnection fee cannot exceed \$50, after-hours reconnection fee cannot exceed \$150 and interest is to be waived once per year. There are additional considerations related to tenants that were also incorporated into the policy. The District is now required to contact a tenant in writing in the event of a pending water disconnection and allow the opportunity for a tenant in certain circumstances to become a customer of the District with or without the owner's approval. Prior to this legislation, the property could elect not to have the water put in the tenant's name.

Other Considerations: The District bills monthly not only for water but also for wastewater services and trash. The protracted payment period is anticipated to have an impact on the cash flow, however, the degree to which will not be known for a few months. Further, the law requires, under certain circumstances that the District enter into payment arrangements with customers who meet certain criteria. This can impact cash flow to a lesser degree due to the anticipated low number of payment arrangements.

The Board elected to provide additional considerations for all customers:

- Up to a two-week extension to any customer for any reason once per year
- One-time disconnection fee waiver
- One-time late fee waiver

This consideration was responsive to language in SB998 suggesting a partial or full reduction in an unpaid balance for those meeting specific criteria contemplated in Health and Safety Code 116910(a)3(C).

FISCAL IMPACT: NA

POSSIBLE MOTION: NA

ATTACHMENTS: Attorney General Bonta's Legal Guidance (10/26/22)
HCS D Policy on Discontinuation of Residential Water Service for Non-Payment
Letter #1 Requesting contact with the District for payment arrangements
Letter #2 Requesting contact with the District and offering additional resources



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ROB BONTA

Attorney General

Attorney General Bonta Issues Legal Guidance to Water Providers on Protections for Residents Facing Water Shutoffs

Press Release / *Attorney General Bonta Issues Legal Guidance to Water Provid...*

Wednesday, October 26, 2022

Contact: (916) 210-6000, agressoffice@doj.ca.gov

Provides information in seven languages to tenants and homeowners on steps to take if they become behind on their water or utilities payments

OAKLAND – California Attorney General Rob Bonta today issued a legal alert reminding urban and community water providers of requirements under the Water Shutoff Protection Act to protect California tenants and homeowners facing water shutoffs. Since the beginning of 2022, the cost of water has increased by an estimated 40%, making it difficult for many Californians to stay on top of their water payments. The loss of water service increases health risks and may lead to eviction. In today's legal alert, Attorney General Bonta warns water providers to immediately cease all water shutoffs that do not

comply with the Water Protection Shutoff Act. Attorney General Bonta also issued a consumer alert in English, Spanish, Chinese (Simplified), Chinese (Traditional), Tagalog, Vietnamese, and Korean advising Californians on steps they can take if they are behind on their electricity bill, water bill, or other utility bills.

“Right now, many California families are struggling to put food on the table, pay their rent or mortgage, and keep up with their water and utility bills,” **said Attorney General Rob Bonta.** “If you get behind on your utility or water bill, you have options. California law requires most utility and water providers to work with you to keep your lights on and tap flowing. I urge Californians to familiarize themselves with their rights, and to get help if they are facing a utility or water shutoff. My office is committed to advancing Californians’ fundamental right to safe, clean, and affordable drinking water, and we’re issuing legal guidance today to ensure water providers understand their responsibilities to Californians under the Water Shutoff Protection Act.”

“Access to water is a fundamental right of all Californians,” **said State Senator Bill Dodd, D-Napa.** “That is why I wrote the Water Shutoff Protection Act, which creates a sustainable and equitable framework to protect low-income people including seniors, children and those with illness or disability. I thank Attorney General Bonta for his leadership in ensuring the tap remains on for our most vulnerable populations, especially as people are struggling with the cost of inflation.”

Requirements Under the Water Shutoff Protection Act

The Water Shutoff Protection Act includes several new requirements for termination of water service. Specifically, most water providers:

- Cannot discontinue service unless the customer’s bill is overdue for at least 60 days.

- Must provide at least seven days' notice before termination of water services, and must make a good faith effort to provide this notice if telephone and written notice are unsuccessful.
- Cannot discontinue service for customers who meet certain health and financial requirements and who are willing to make alternative payments.
- Must have available for customers facing water shutoffs a plan for deferred or reduced payments, alternative payment schedules, and a formal mechanism for customers to contest or appeal a bill.
- Must report annually to the State Water Resources Control Board on water shutoffs due to inability to pay and post the information on the water provider's website, if it has one.

What to Do if You Are Behind on Water Payments

- **Get Information from Your Water Provider:** California law prohibits most water providers from shutting off your water unless your bill is 60 days overdue. The water provider must contact you by phone or mail at least seven business days before your water is shut off, and must post their water-shutoff policy on their website.
- **Talk to Your Water Provider About a Payment Plan:** Most water providers must make an alternative payment plan available. You have a right to discuss options with your water provider to avoid a water shutoff.
- **Get Help Paying a Past Due Water Bill:** Depending on your income, you may qualify for a one-time payment towards your water or wastewater bill through the Low Income Household Water Assistance Program. In addition, if you receive certain benefits such as CalFresh, Medi-Cal, or SSI, or if your income is less than 200% of the federal poverty level, your water provider must waive any interest charges you owe once every 12 months.

What to Do if You Are Behind on Other Utility Payments

- **Ask Your Utility Provider for a Payment Plan:** Most private utility companies must offer a payment plan that gives you more time to pay what you owe. Your power cannot be shut off once you agree to a payment plan, and must remain on if you are making timely payments. If you get your utilities from your city, county, or other local government, check with your utility provider about payment plan options.
- **Sign Up for Lower Gas and Electric Bills:** If you get your utilities from a private company, you may be eligible for discounts on your electric and gas bill, depending on your income, through California’s CARE program or the Family Electric Rate Assistance program. If you get your utilities from a city, county, or other local government, call the number on your bill or visit your provider’s website to learn about monthly discounts for lower-income families.
- **Additional Protections for Life-Threatening Situations:** If an electricity shutoff would be life threatening for you, contact your provider immediately. You may have additional options, and your provider may arrange an in-person visit to try to resolve the situation before shutting off your power.

If you believe your water or utility provider is violating the law, report it at oag.ca.gov/report. If you have a complaint about a water shutoff or an investor-owned utility, you can also contact your State Water Board or the California Public Utilities Commission, respectively.

###

**HELENDALE COMMUNITY SERVICES DISTRICT
POLICY ON DISCONTINUATION OF
RESIDENTIAL WATER SERVICE FOR NON-PAYMENT**

Notwithstanding any other policy or rule of the Helendale Community Services District, this Policy on Discontinuation of Residential Water Service for Non-Payment shall apply to the District's discontinuation of residential water service for non-payment under the provisions set forth herein. It is the intent of this policy to comply with Government Code Sections 60370-60375.5 and Health and Safety Code ("HSC") Sections 116900-116926. In the event of any conflict between this Policy and applicable law, applicable law shall govern.

I. **Application of Policy; Contact Telephone Number; Translations:** This policy shall apply only to residential water service for non-payment and the District's existing policies and procedures shall continue to apply to all other service accounts. The CSD can be reached at 760-951-0006 for assistance concerning the payment of water bills and the potential establishment of the alternatives set forth in this policy to avoid discontinuation of service. Translations of this Policy shall be available in English and in the languages listed in Section 1632 of the Civil Code at the District offices, on the District website, and shall be made available as otherwise required.

II. **Discontinuation of Residential Water Service for Non-Payment:**

A. Billing:

1. Rendering and Payment of Bills: Bills for water service will be rendered to each customer on a monthly basis. Bills for service are due and payable upon presentation. Bills are late as of the tenth (10th) day of each month with late fees posting to the account on the first normal business day of each month. Residential bills become overdue and subject to discontinuation of service if not paid within sixty (60) days from the date of the bill. Payment may be made at the Helendale Community Services District office, on-line, pay by phone, auto debit or auto credit transaction or through the night-drop box located at the office. It is the customer's responsibility to assure that payments are received at the office in a timely manner. Partial payments are not authorized unless prior approval has been received from the CSD.
2. Monthly Bills: On or near the first of each month a new bill will be sent to the customer. This bill will include the current amounts due, enumerate any past due amounts and list the date by which past due payment must be received to avoid discontinuation of service.

B. Overdue Bills:

1. Disconnection for nonpayment: The District shall not disconnect/shut-off/discontinue water service for nonpayment until the account has been delinquent for at least sixty (60) days. No less than seven (7) business days before

Policy on Discontinuation of Residential Water Service for Non-Payment (Cont'd)

discontinuation of residential water service for nonpayment, the District shall contract the customer named on the account by telephone or written notice.

2. Customer Contact: If the District is unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned through the mail as undeliverable, the District shall make a good faith effort to visit the residence and leave, or make other arrangements for placement in a conspicuous place, a notice of imminent discontinuation of service for nonpayment along with a copy of the District's Policy for Discontinuation of Residential Water Service for Nonpayment.
3. Reconnection of Service: Customers whose water service has been disconnected may contact the District by telephone or in person regarding reconnection of water service. Restoration of water service will be subject to payment of all delinquent charges on the account plus any additional fees or charges, (including but not limited to disconnection, reconnection, past due, late fees, service fees and deposit), resulting from the disconnection and reconnection process plus any deposits that may be required by the District.
4. Notices:
 - a. The District may not terminate residential service on account of non-payment of a delinquent account unless the District first gives notice of the delinquency and impending termination at least ten (10) days prior to the proposed termination, by means of a notice mailed, postage prepaid, to the customer to whom the service is billed not earlier than nineteen (19) days from the date of mailing the District's bill for services, and the ten (10) day period shall not commence until five (5) days after the mailing of the notice. [Government Code Section 60373(a)]
 - b. No less than seven (7) business days before disconnection of residential water service for nonpayment, the District shall contact the customer named on the account by telephone or written notice of any delinquency and impending disconnection of water service. When the District contacts the customers by telephone the District shall offer to provide, inwriting to the customer, the policy on discontinuation of residential service for nonpayment. The District shall offer to discuss options to avert discontinuation of residential service for nonpayment, including but not limited to, alternative payment schedules, deferred payments, minimum payments, procedures for requesting amortization of the unpaid balance, and petition for bill review and appeal. [HSC Section 116908(a)(1)(A) and (B)]
 - c. When the District contacts the customer named on the account by written notice pursuant to subdivisions (a) and (b) above, the written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's

Policy on Discontinuation of Residential Water Service for Non-Payment (Cont'd)

address is not the address of the property to which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to "Occupant". A post office box will be considered the customer's address. The notice shall include, but is not limited to, all of the following information in a clear and legible format [Government Code Section 60373(c) and HSC Section 116908(a)(1)(C)]:

- (1) The name and address of the customer whose account is delinquent
 - (2) The amount of the delinquency
 - (3) The date by which payment or arrangements for payment is required in order to avoid termination
 - (4) A description of the process to apply for an extension of time to pay delinquent charges
 - (5) A description of the procedure to petition for bill review and appeal
 - (6) The procedure by which the customer may initiate a complaint or request an investigation concerning service or charges
 - (7) A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the unpaid charges, consistent with the written policies set forth herein.
 - (8) The procedure for the customer to obtain information on the availability of financial assistance, including private, local, State, or Federal sources, if applicable.
 - (9) The telephone number of a representative of the District who can provide additional information or institute arrangement for payment.
- d. The District shall make a reasonable, good faith effort to contact an adult person residing at the premises of the customer by telephone or in person at least forty-eight (48) hours prior to any termination of service except that whenever telephone or personal contact cannot be accomplished, the District shall give, by mail or by posting in a conspicuous location at the premises, a notice of termination. [Government Code Section 60373(b)]
- e. If the District is unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned through the mail as undeliverable, the District shall make a good faith effort to visit the residence and leave, or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment. [HSC Section 116908(a)(2)]
- f. All written notices that are provided pursuant to HSC Section 116908 shall be provided in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by ten percent (10%) or more of the customers in the District's service area.

Policy on Discontinuation of Residential Water Service for Non-Payment (Cont'd)

5. **Restrictions:** No termination of service may be affected without compliance with Section II.B.4 above, and any service wrongfully terminated shall be restored without charge for the restoration of service [Government Code Section 60373(e)]. The District shall not, by reason of delinquency in payment for any water services, cause cessation of those services on any Saturday, Sunday, legal holiday, or at any time during which the business offices of the District are not open to the public (Government Code Section 60374).
 6. **Late Charge:** A Late Charge, as specified in the District's fees and charges, shall be assessed and added to the outstanding balance on the customer's account if the amount owing on that account is not paid before the due date specified on the bill.
 7. **Turn-Off Deadline:** Payment for water service charges must be received by the District no later than 5:30 p.m. on the date specified on prior billing notice(s) of impending termination. Postmarks are not acceptable.
 8. **Notification of Returned Check or Failed Automatic Debit Transaction (ACH):** Upon receipt of a returned check or failed ACH transaction rendered for water service or other charges, the District will consider the account not paid. The District will attempt to notify the customer via phone and/or posted notice at the residence. Water service will be disconnected if the amount of the returned check and returned check charge are not paid by the due date specified on the notice, which due date shall not be sooner than the date specified in the Notice of Impending Termination. To redeem a returned check and to pay a returned check charge, all amounts owing must be paid by credit/debit card, cashier's check or money order.
 9. **Returned Check Tendered as Payment for Water Service Disconnected for Nonpayment:**
 - a. If the check tendered and accepted as payment which resulted in restoring service to an account that had been disconnected for nonpayment is returned as non-negotiable, the District may disconnect said water service upon at least three (3) days' written notice. The customer's account may only be reinstated by receipt of outstanding charges in the form of a credit/debit card, cashier's check or money order. Once the customer's account has been reinstated, the account will be flagged for a one-year period indicating the fact that a non-negotiable check was issued by the customer. A deposit may be required to reinstate service.
 - b. If at any time henceforth, the customer's account is again disconnected for nonpayment, the customer will be required to pay by credit/debit card, money order or cashier's check to have said water service restored.
- C. **Conditions Prohibiting Discontinuation:** The District shall not discontinue residential water service if all the following conditions are met:

Policy on Discontinuation of Residential Water Service for Non-Payment (Cont'd)

1. Health Conditions – The customer or tenant of the customer submits certification of a primary care provider that discontinuation of water service would (i) be life threatening, or (ii) pose a serious threat to the health and safety of a resident;
 2. Financial Inability – The customer demonstrates he or she is financially unable to pay for water service within the District's normal billing cycle. The customer is deemed "financially unable to pay" if any member of the customer's household is: (i) a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants and Children; or (ii) the customer declares the household's annual income is less than 200% of the federal poverty level; and
 3. Alternative Payment Arrangements –The customer is willing to enter into an amortization agreement, alternative payment schedule or a plan for deferred or reduced payment, consistent with the provisions of Section III, below.
- D. Process for Determination of Conditions Prohibiting Discontinuation of Service: The burden of proving compliance with the conditions described in Subdivision (C), above, is on the customer. In order to allow the District sufficient time to process any request for assistance by a customer, the customer is encouraged to provide the District with the necessary documentation demonstrating the medical issues under Subdivision (C)(1), financial inability under Subdivision (C)(2) and willingness to enter into any alternative payment arrangement under Subdivision (C)(3) as far in advance of any proposed date for discontinuation of service as possible. Upon receipt of such documentation, the District's General Manager, or his or her designee, shall review that documentation and respond to the customer within seven (7) days to either request additional information, including information relating to the feasibility of the available alternative arrangements, or to notify the customer of the alternative payment arrangement, and terms thereof, under Section III, below, in which the District will allow the customer to participate. If the District has requested additional information, the customer shall provide that requested information within five (5) days of receipt of the District's request. Within five (5) days of its receipt of that additional information, the District shall either notify the customer that the customer does not meet the conditions under Subdivision (C), above, or notify the customer of the alternative payment arrangement, and terms thereof, under Section III, below, in which the District will allow the customer to participate.
- E. Upon request by a water customer, the District will perform the following:
1. Reconnection Fees: Any reconnection fees during the District's normal operating hours cannot exceed \$50, and reconnection fees during non-operational hours cannot exceed \$150. Those fees cannot exceed the actual cost of reconnection if that cost is less than the statutory caps. Those caps may be adjusted annually for changes in the CPI beginning January 1, 2021.

Policy on Discontinuation of Residential Water Service for Non-Payment (Cont'd)

2. Interest Waiver: The District shall waive interest charges (late fees) on delinquent bills once every 12 months.

F. **Landlord-Tenant Scenario**: The following procedures apply to individually metered detached single-family dwellings, multi-unit residential structures and mobile home parks where the property owner or manager is the customer of record.

1. Required Notice:

- a. At least 10 days prior if the property is a multi-unit residential structure or mobile home park, or 7 days prior if the property is a detached single-family dwelling, to the possible discontinuation of water service, the District must make a good faith effort to inform the tenants/occupants at the property by written notice that the water service will be discontinued.
- b. The written notice must also inform the tenants/occupants that they have the right to become customers to whom the service will be billed (see Subdivision 2, below), without having to pay any of the delinquent amounts. Delinquent charges will remain the responsibility of the property owner.

2. Tenants/Occupants Becoming Customers:

- a. The District is not required to make service available to the tenants/occupants unless each tenant/occupant agrees to the terms and conditions for service and meets the District's requirements and rules.
- b. However, if (i) one or more of the tenants/occupants assumes responsibility for subsequent charges to the account to the District's satisfaction, or (ii) there is a physical means to selectively discontinue service to those tenants/occupants who have not met the District's requirements, then the District may make service available only to those tenants/occupants who have met the requirements.
- c. If prior service for a particular length of time is a condition to establish credit with the District, then residence at the property and proof of prompt payment of rent for that length of time, to the District's satisfaction, is a satisfactory equivalent.
- d. If a tenant/occupant becomes a customer of the District and the tenant's/occupant's rent payments include charges for residential water service where those charges are not separately stated, the tenant/occupant may deduct from future rent payments all reasonable charges paid to the District during the prior payment period.

III. Alternative Payment Arrangements: For any customer who meets the three conditions under Section II(C), above, in accordance with the process set forth in Section II(D), above,

the District shall offer the customer one of the following alternative payment arrangements, to be selected by the District in its discretion: (i) amortization of the unpaid balance under Subdivision (A), below; (ii) alternative payment schedule under Subdivision (B), below; (iii) partial or full reduction of unpaid balance under Subdivision (C), below; or (iv) temporary deferral of payment under Subdivision (D), below. The General Manager, or his or her designee, shall, in the exercise of reasonable discretion, select the most appropriate alternative payment arrangement after reviewing the information and documentation provided by the customer and taking into consideration the customer's financial situation and District's payment needs. A customer is allowed one active payment arrangement at a time.

A. **Amortization:** Any customer who is unable to pay for water service within the District's normal payment period and meets the three conditions under Section II(C), above, as the District shall confirm, may, if the District has selected this alternative, enter into an amortization plan with the District on the following terms:

1. **Term:** The customer shall pay the unpaid balance, with the administrative fee as specified in Subdivision (2), below, over a period not to exceed twelve (12) months, as determined by the District's General Manager or his or her designee. The unpaid balance, together with the applicable administrative fee, shall be divided by the number of months in the amortization period and that amount shall be added each month to the customer's ongoing monthly bills for water service.

2. **Administrative Fee:** For any approved amortization plan, the customer will be charged an administrative fee, in the amount established by the District from time to time, representing the cost to the District of initiating and administering the plan.

3. **Compliance with Plan:** The customer must comply with the amortization plan and remain current as charges accrue in each subsequent billing period. The customer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan. If the customer fails to comply with the terms of the amortization plan for sixty (60) days, or fails to pay the customer's current service charges for sixty (60) days, the District may discontinue water service to the customer's property at least five (5) business days after the District posts at the customer's residence a final notice of its intent to discontinue service.

B. **Alternative Payment Schedule:** Any customer who is unable to pay for water service within the District's normal payment period and meets the three conditions under Section II(C), above, as the District shall confirm, may, if the District has selected this alternative, enter into an alternative payment schedule for the unpaid balance in accordance with the following:

1. **Repayment Period:** The customer shall pay the unpaid balance, with the administrative fee as specified in Subdivision (2), below, over a period not to exceed twelve (12) months, as determined by the District's General Manager or his or her designee.

Policy on Discontinuation of Residential Water Service for Non-Payment (Cont'd)

2. Administrative Fee: For any approved alternative payment schedule, the customer will be charged an administrative fee, in the amount established by the District from time to time, representing the cost to the District of initiating and administering the schedule.
 3. Schedule: After consulting with the customer and considering the customer's financial limitations, the District's General Manager or his or her designee shall develop an alternative payment schedule to be agreed upon with the customer. That alternative schedule may provide for periodic lump sum payments that do not coincide with the District's established payment date, may provide for payments to be made more frequently than monthly, or may provide that payments be made less frequently than monthly, provided that in all cases, the unpaid balance and administrative fee shall be paid in full within twelve (12) months of establishment of the payment schedule. The agreed upon schedule shall be set forth in writing and be provided to the customer.
 4. Compliance with Plan: The customer must comply with the agreed upon payment schedule and remain current as charges accrue in each subsequent billing period. The customer may not request a longer payment schedule for any subsequent unpaid charges while paying delinquent charges pursuant to a previously agreed upon schedule. If the customer fails to comply with the terms of the agreed upon schedule for sixty (60) days or more, or fails to pay the customer's current service charges for sixty (60) days or more, the District may discontinue water service to the customer's property at least five (5) business days after the District posts at the customer's residence a final notice of its intent to discontinue service.
- C. Additional Payment Options: Any customer within the District's normal payment period may be eligible for one or more of the following:
1. Deferred Payment to avoid disconnection: A payment extension of up to two weeks is available to customers one time per year. Applicable penalties will apply during the extension period. Failure to comply with payment extension will result in discontinuation of service upon a forty-eight (48) hour courtesy phone notification.
 2. Reduced Fees: A one-time disconnection fee waiver and a one-time late fee waiver are available to any customer upon request. These waivers are available one-time over the life of the account.

IV. Appeals: The procedure to be used to appeal the amount set forth in any bill for residential water service is as follows:

- A. Time for Appeal: Within ten (10) days of receipt of the bill for water service, but no later than the last business day of the month, the customer has a right to initiate a complaint or request an investigation regarding any bill or charge rendered by the

District. Such protest shall be made in writing and be delivered to the District's office. While the customer's appeal and any resulting investigation is pending, the District cannot discontinue water service to the customer.

- B. Appeal Hearing: Following receipt of a complaint or a request for an investigation, a hearing date shall be set before the General Manager, or his or her designee (the "Hearing Officer"). After evaluation of the evidence provided by the customer and the information on file with the District concerning the water charges in question, the Hearing Officer shall render a decision as to the accuracy of the water charges and shall provide the appealing customer with a brief written summary of the decision.
1. If water charges are determined to be incorrect, a corrected invoice will be provided and payment of the revised charges will be due within ten (10) days of the invoice date for revised charges. If the revised charges remain unpaid for more than sixty (60) days after the corrected invoice is provided, water service will be disconnected, on the next regular working day after expiration of that sixty (60) day period; provided that the District shall provide the customer with the Overdue Notice in accordance with Section II(B), above. Water service will only be restored upon full payment of all outstanding water charges, penalties, and any and all applicable reconnection charges.
 2. a. If the water charges in question are determined to be correct, the water charges are due and payable at the time the Hearing Officer's decision is rendered. At the time the Hearing Officer's decision is rendered, the customer will be advised of the right to further appeal before the District's Board of Directors. Any such appeal must be filed in writing within seven (7) days after the Hearing Officer's decision is rendered and will be heard as soon as possible at the next regularly-agendized meeting of the District's Board of Directors, or at a special meeting of the District's Board of Directors as agreed upon by customer and District.

b. If the customer does not timely appeal to the District's Board of Directors, the water charges in question shall be immediately due and payable. In the event the charges are not paid in full within sixty (60) days after the original billing date, then the District shall proceed with the Notice of Impending Termination in accordance with Section II(B), above, and may proceed in potentially discontinuing service to the customer's property.
 3. When an appeal hearing before the Board of Directors is requested, such request shall be made in writing and delivered to the District at its office. The customer will be required to personally appear before the Board and present evidence and reasons as to why the water charges in question are not accurate. The Board shall evaluate the evidence presented by the customer, as well as the information on file with the District concerning the water charges in question, and render a decision as to the accuracy of said charges.

Policy on Discontinuation of Residential Water Service for Non-Payment (Cont'd)

- a. If the Board finds the water charges in question are incorrect, the customer will be invoiced for the revised charges. If the revised charges remain unpaid for more than sixty (60) days after the corrected invoice is provided, water service will be disconnected, on the next regular working day after expiration of that sixty (60) day period; provided that the District shall provide the customer with the Notice of Impending Termination in accordance with Section II(B), above. Water service will be restored only after outstanding water charges and any and all applicable reconnection charges are paid in full.
- b. If the water charges in question are determined to be correct, the water charges are due and payable at the time the decision of the Board is rendered. In the event the charges are not paid in full within sixty (60) days after the original billing date, then the District shall proceed with the Notice of Impending Termination in accordance with Section II(B), above, and may proceed in potentially discontinuing service to the customer's property.
- c. Any overcharges will be reflected as a credit on the next regular bill to the customer, or refunded directly to the customer, at the sole discretion of the Board.
- d. Water service to any customer shall not be discontinued at any time during which the customer's appeal to the District or its Board of Directors is pending.
- e. The Board's decision is final and binding.

- V. **Restoration of Service:** In order to resume or continue service that has been discontinued by the District due to non-payment, the customer may be required to pay a security deposit and will be required to pay a Reconnection Fee established by the District, subject to the limitation set forth in Section II(D), above. The District will endeavor to make such reconnection as soon as practicable as a convenience to the customer. The District shall make the reconnection no later than the end of the next regular working day following the customer's request and payment of any applicable Reconnection Fee.
- VI. **Unauthorized Action:** This policy does not apply to the termination of a service connection by the District due to an unauthorized action of a customer.



Letter #1

Helendale Community Services District

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

IMPORTANT INFORMATION REGARDING YOUR WATER SERVICE **Avoid disconnection with a payment plan**

December 10, 2021

Dear _____

This notice is to inform you that water disconnections will resume after December 31, 2021, as outlined in Senate Bill 155. During the COVID-19 pandemic beginning in March of 2020, the District had suspended disconnecting residential water service due to non-payment.

Your account has been identified as being 60 days or more in arrears and therefore subject to disconnection after December 31, 2021 and within 30 days of the date of this notice.

Please call the office to make arrangements for a payment plan at your earliest convenience. If you have not paid off your outstanding balance or entered into a payment plan within 30 days of the date of this notice, your account will be subject to disconnection. Accounts disconnected under this notice provision will not be reconnected until the account balance is paid in full.

Please call the office at your earliest convenience to create your payment plan. A payment plan will separate the amount in arrears from your monthly bill and break it into manageable payments for your convenience. You will continue to receive a monthly bill for service which must be kept current in addition to your payment arrangement.

Please call the Customer Service staff with any questions you may have at 760-951-0006.



Letter #2

Helendale Community Services District

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

IMPORTANT INFORMATION REGARDING YOUR WATER SERVICE **Avoid disconnection with a payment plan**

January 11, 2022

Name
Address
HELENDALECA92342

Account

Dear Name

This notice is to inform you that water disconnections will resume on January 19. This is your second notice encouraging you to enter into a payment plan. During the COVID-19 pandemic beginning in March of 2020, the District had suspended disconnecting residential water service due to non-payment.

Your account has been identified as being 60 days or more in arrears and therefore subject to disconnection.

Please call the office to make arrangements for a payment plan as soon as possible. If you have not paid off your outstanding balance or entered into a payment plan yet you must do so no later than 5:30 p.m. on January 18, 2022, to avoid disconnection. Accounts disconnected will not be reconnected until the account balance is paid in full.

Please call the office at 760-951-0006 immediately to create your payment plan.

If you are in need of assistance below are some resources that may be of assistance to you:

Low Income Household Water Assistance Program:

If you need assistance paying down any remaining water debt, you may be eligible for other State or Federal assistance programs. One of those programs is the Low Income Household Water Assistance Program (LIHWAP), <https://www.acf.hhs.gov/ocs/programs/lihwap>, which will be administered through the California Department of Community Services and Development (CSD), and is scheduled to begin **May 2022**. For more information on LIHWAP and to learn more about the eligibility requirements, visit their website at: www.csd.ca.gov/waterbill

Here is a resource through San Bernardino County:
SBCrentrelief.com. This program provides assistance with past due rent and utilities.

Other resources are listed below:

https://housing.ca.gov/covid_rr/

<https://www.usa.gov/help-with-bills>



Helendale Community Services District

Date: November 3, 2022
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #8
Discussion and Possible Action Regarding Approval of a Use Agreement with
Barstow Nutrition Program

STAFF RECOMMENDATION:

Staff recommends approval of this Use Agreement.

STAFF REPORT:

During the summer the District partnered with the Barstow Senior Nutrition Program and the Helendale Senior Outreach on a pilot program to provide lunch once per week for the seniors. As of October 3, the program has been providing lunch Monday through Friday of each week. The program has been well-received by the seniors.

The Barstow Senior Nutrition Program operates and is funded through a partnership with San Bernardino County to provide free and low-cost lunches to county seniors. A voluntary donation of \$3 is welcomed, however, no senior is turned away. Leftover food from the program is given to the local Helendale Church food pantry and is picked up daily after the lunch service is over.

In order to facilitate the program the District constructed a large storage closet in unused space to accommodate storage of the supplies and equipment for the program. Additionally, other items will need to be purchased and some electrical work to be completed. In exchange for program costs, the Barstow Senior Nutrition Program will pay a use fee of \$700 per month in order to reimburse the District for costs related to the program.

Attached for the Board's consideration is a draft Use Agreement. The Use agreement has been circulated to the Program Manager as well as to District's Legal Counsel. There may be modifications to the Contract prior to the Board meeting.

FISCAL IMPACT: Revenue from the lease to offset any expenses incurred from program

POSSIBLE MOTION: Approve the Use Agreement with Barstow Nutrition Program and authorize General Manager to make non-substantive adjustments to agreement as necessary

ATTACHMENTS: Draft Use Agreement

TEMPORARY USE AGREEMENT

THIS AGREEMENT is made this 3rd day of November, 2022, by and between HELENDALE COMMUNITY SERVICES DISTRICT, a public agency (hereinafter “the District”), and BARSTOW SENIOR NUTRITION PROGRAM, BARSTOW, CA, a non-profit corporation (hereinafter “the Barstow Senior Nutrition Program”).

RECITALS

A. The District is a Community Services District organized and operating pursuant to California Government Code Section 61000 et seq.

B. The Senior Nutrition Program is a 501(c)3 nonprofit organized and operating pursuant to the laws of the State of California.

C. The District is the owner of approximately 11 acres of real property located at 26540 Vista Road in the County of San Bernardino, State of California, which is more particularly described as Assessors Parcel Number 0467-081-38, and as further set forth in the legal description attached hereto as Exhibit “A” and incorporated herein by this reference (“the Property”).

D. The Barstow Senior Nutrition Program wishes to temporarily use Unit C on the Property of approximately 5000 square feet in size as depicted on the map attached hereto as Exhibit “B” and incorporated herein by this reference (“the Premises”) for the purpose of offering a senior nutrition program thereon in accordance with a schedule acceptable to the District.

E. The purpose of this Agreement is to set forth the terms and conditions under which the District will permit the Barstow Senior Nutrition Program to temporarily use the Premises.

COVENANTS

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

Section 1. DESCRIPTION OF PREMISES

The District hereby permits the Barstow Senior Nutrition Program to temporarily use the Premises in the limited manner as strictly provided in this Agreement, including but not limited to the terms, conditions, and schedule set forth in Exhibit “C” attached hereto and incorporated herein by this reference. The Barstow Senior Nutrition Program has inspected the Premises and agrees that the acreage stated herein is only approximate and the District does not hereby warrant or guarantee the actual amount of acreage stated in this Agreement.

Section 2. TERM

The term of this Agreement shall commence on November 3, 2022, and shall continue until terminated by either party hereto upon thirty (30) days written notice to the other party (“the Term”), unless earlier terminated by the District pursuant to the provisions of Section 17 of this Agreement.

Section 3. FEES

(a) Amount. In consideration for temporary use of the Premises, the Barstow Senior Nutrition Program shall pay fees to the District in an amount of \$700 per month, which payment shall be due on the first day of every month during the Term of this Agreement, and which payment shall be deemed delinquent and subject to an additional late fee equal to ten percent (10%) of the outstanding balance due if unpaid on the fifteenth day of the month (“Fee”). This fee shall be reviewed annually and may be modified as deemed appropriate by the District.

(b) Security Deposit. Concurrently with the Barstow Senior Nutrition Program execution of this Agreement, the Barstow Senior Nutrition Program shall deposit with the District a cash sum in the amount of \$0 (“Security Deposit”). The deposit is to be reviewed annually and can be modified as deemed appropriate by the District. The District shall hold the Security Deposit as security for the performance of the Barstow Senior Nutrition Program’s obligations under this Agreement. If the Barstow Senior Nutrition Program defaults on any provision of this Agreement, the District may (but shall not be required to), without prejudice to any other remedy it has, apply all or part of the Security Deposit to: (1) any Fee or other sum in default; (2) any amount that the District may spend or become obligated to spend in exercising the District’s rights under this Agreement; and/or (3) any expense, loss, or damage that the District may suffer due to the Barstow Senior Nutrition Program’s default. The Barstow Senior Nutrition Program waives the provisions of California Civil Code Section 1950.7, and all other provisions of law now in force or that become in force after the date of execution of this Agreement, that provide that the District may claim from the Security Deposit only those sums reasonably necessary to remedy defaults in the payment of accrued Fee, to repair damage caused by the Tenant, or to clean the Premises. The Barstow Senior Nutrition Program and the District agree that the District may, in addition, claim those sums reasonably necessary to compensate the District for any other foreseeable or unforeseeable loss or damage caused by the act or omission of the Barstow Senior Nutrition Program or the Barstow Senior Nutrition Program officers, agents, employees, independent contractors, or invitees, including future Fee payments.

Section 4. USE OF PREMISES

The Barstow Senior Nutrition Program use of the Premises shall be strictly limited to operation of a senior nutrition program in a reasonable and lawful manner that is not otherwise inconsistent with the terms and conditions of this Agreement. The Barstow Senior Nutrition Program agrees not to use or permit the use of the Premises for any purpose not specifically allowed in this Agreement and any amendments thereto without first obtaining prior written consent from the District. The Barstow Senior Nutrition Program also agrees to exercise due diligence in the protection of the Premises from damage or destruction by fire, vandalism, earthquake, floods, or other cause.

Section 5. NO WASTE, NUISANCE, OR UNLAWFUL USE

The Barstow Senior Nutrition Program shall not commit, or allow to be committed, on the Property any waste thereon, nor the presence, use, manufacture, handling, generation, storage, treatment, discharge, release, burial, or disposal of any hazardous substance which is or becomes listed, regulated, or addressed under any federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree, nor create or allow any nuisance to exist on the Property, nor permit any unlawful or undocumented workers on the Property, nor use or allow the Property to be used for any illegal or unconstitutional purpose. The Barstow Senior Nutrition Program, at its sole cost and expense, shall be solely responsible for ensuring that the Premises, and the Barstow Senior Nutrition Program's use and occupancy thereof, complies with all of the requirements of all local, state, and federal authorities now in force, or which may be in force, including but not limited to those identified in Section 14 of this Agreement.

Section 6. REPAIRS AND MAINTENANCE

The Barstow Senior Nutrition Program, at its own expense, shall be responsible for all costs associated with any repair and/or replacement of the Premises caused by the acts or omissions of the Barstow Senior Nutrition Program and/or its officers, employees, volunteers, agents, guests, and/or invitees. The Barstow Senior Nutrition Program shall not alter the Premises nor construct any improvements thereon without the prior written consent of the District.

Section 7. UTILITIES

Gas, water, electricity and refuse will be provided by the District. The Barstow Senior Nutrition Program shall pay when due all other utility charges incurred in connection with its use and/or occupancy of the Premises.

Section 8. LIENS

The Barstow Senior Nutrition Program shall not, directly or indirectly, create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, citation, abatement order, encumbrance, or claim on or with respect to the Property, other than the respective rights of the District and the Barstow Senior Nutrition Program as provided in this Agreement and any amendments thereto. The Barstow Senior Nutrition Program shall promptly, at its own expense, take such action as may be necessary to immediately discharge or remove any such mortgage, pledge, lien, charge, citation, order, encumbrance, or claim as the same shall arise out of the operation of this tenancy. The Barstow Senior Nutrition Program shall reimburse the District for any expense incurred by the District to discharge or remove any such mortgage, pledge, lien, charge, citation, order, encumbrance, or claim.

Section 9. ACCESS TO PREMISES

The District shall have reasonable access to the Premises at all times.

Section 10. OTHER PROPERTY INTERESTS

The Barstow Senior Nutrition Program's rights under this Agreement are subject to all applicable leases, agreements, easements, licenses, rights of way, and mineral rights currently in existence. The Barstow Senior Nutrition Program shall not interfere, in any way, with the interests of any person or entity that may presently, or in the future, hold any easement, license, right of way, or oil, gas, or other mineral interest, upon, across, above, or under the Property; nor shall the Barstow Senior Nutrition Program interfere, in any way, with the rights of ingress and egress of such interest holders. The District further reserves the right to grant additional leases, agreements, easements, licenses, and/or rights of way to other parties as may be deemed necessary by the District in its sole discretion, including such arrangements as the District may make with other parties for their use of the Premises.

Section 11. NON-DISCRIMINATION

The Barstow Senior Nutrition Program shall not permit any practice of discrimination against, or segregation of, any person or group of persons on account of sex, race, color, creed, marital status, age, sex, religion, handicap, national origin, or ancestry in its ownership, employment, selection of contractors, subcontractors, and vendees, or in the enjoyment, use, and occupancy of the Premises.

Section 12. NO REPRESENTATIONS, WARRANTIES, OR WATER RIGHTS

It is expressly understood by the parties hereto that the physical condition of the Premises as of the effective date of this Agreement is such that it is leased to the Barstow Senior Nutrition Program as-is without any representation or warranty. The District makes no express or implied representations or warranties concerning the Property or its fitness for any particular purpose. The Barstow Senior Nutrition Program shall bear the costs of any action necessary to place the Premises in a condition that meets the requirements of law or that is otherwise suitable for the use contemplated herein. The District shall not be held liable to the Barstow Senior Nutrition Program or to any other party for any losses incurred or damages sustained as a direct or indirect result of the condition of the Property or any use or failure thereof. Any water produced on or extracted from the Property shall not serve as the basis of, or otherwise support, any water rights claim that may be asserted by the Barstow Senior Nutrition Program.

Section 13. LIABILITY FOR DAMAGES

The District shall not be held liable or responsible for any debts or claims that may arise from the operation of this Agreement, or for any damage claims for injury to persons, including the Barstow Senior Nutrition Program and its agents or employees, or for property damage, or for other loss to any vehicle or the contents thereof, from any cause arising out of or in any way related to the Barstow Senior Nutrition Program's obligations hereunder or its use or occupancy of the

Premises, including those arising out of damages or losses occurring on the Property or areas adjacent thereto.

The Barstow Senior Nutrition Program hereby expressly waives and releases the District and its agents, officers, directors, and employees from any and all liability for the claims, actions, and/or losses set forth above and for any costs and expenses incurred in connection therewith. Notwithstanding the provisions of California Civil Code ' 1542, which provides as follows:

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

The Barstow Senior Nutrition Program expressly waives and relinquishes all rights and benefits afforded to the Barstow Senior Nutrition Program thereunder and under any and all similar laws of any state or territory of the United States with respect to the claims, actions, and/or losses referenced in the first paragraph of this section. This Agreement shall act as a release of future claims that may arise from the aforementioned whether such claims are currently known, unknown, foreseen, or unforeseen. The Barstow Senior Nutrition Program understands and acknowledges the significance and consequences of such specific waiver of Civil Code ' 1542 and hereby assumes full responsibility for any injuries, damages, losses, or liability that may result from the claims identified above. The Barstow Senior Nutrition Program must also require all individuals participating in activities on the Property to duly execute a written release on a separate form approved in writing by the District and filed with the District.

Section 14. HOLD HARMLESS

Excepting the sole or active negligence or willful misconduct of the District, the Barstow Senior Nutrition Program agrees to indemnify and hold the District and its officers, directors, agents, and employees, harmless from and against all claims and liabilities of any kind arising out of, in connection with, or resulting from, any and all acts or omissions on the part of the Barstow Senior Nutrition Program and/or its subtenants, agents, guests, invitees, trespassers, contractors, consultants, and employees in connection with the performance of their obligations under this Agreement or their use and/or occupancy of the Premises, and defend the District and its officers, directors, agents, and employees from any suits or actions at law or in equity and to pay all court costs and counsel fees incurred in connection therewith.

In addition, the Barstow Senior Nutrition Program agrees to defend, indemnify, and hold the District and its officers, directors, agents, and employees harmless from and against and all claims, losses, liabilities, damages, demands, actions, judgments, causes of action, assessments, penalties, costs, expenses (including, without limitation, the reasonable fees and disbursements of legal counsel, expert witnesses, and accountants), and all foreseeable and unforeseeable consequential damages which might arise or be asserted against the District and/or the Barstow Senior Nutrition Program, with regard to the condition of the Property or the activities conducted

Draft Use Agreement

thereon, which are alleged and/or determined to be tortious and/or in violation of present and future federal, state, and local laws (whether under common law, statute, rule, regulation, or otherwise).

Section 15. INSURANCE

(a) Security. The District reserves the right to demand at any time during the term of this Agreement and any extensions thereof that the Barstow Senior Nutrition Program procure and maintain bonds from an acceptable surety, cash deposits, or other form of security in amounts and upon terms deemed sufficient by the District in its sole discretion to protect the District from any and all exposure to loss or liability.

(b) Coverage. In addition, the Barstow Senior Nutrition Program shall procure and maintain during the term of this Agreement and any extensions thereof such policies of insurance as will protect it and the District in such a manner and in such amounts as set forth below. The premiums for such insurance coverage shall be paid by the Barstow Senior Nutrition Program. The failure to comply with these insurance requirements may constitute a material breach of this Agreement at the sole discretion of the District.

(1) Certificates of Insurance. No later than ten (10) calendar days after execution of this Agreement, the Barstow Senior Nutrition Program shall furnish the 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.

(2) Required Provisions. The insurance policies required by this Agreement shall include the following provisions or have them incorporated by endorsement(s):

(i) Primary Coverage. The insurance policies provided by the Barstow Senior Nutrition Program 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 the Barstow Senior Nutrition Program's insurance.

(ii) Additional Insured. The policies of insurance provided by the Barstow Senior Nutrition Program, except Workers' Compensation, 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".

(iii) Cancellation. Each certificate of insurance and insurance policy shall provide that the policy may not be non-renewed, canceled (for reasons other than non-payment of premium) or materially changed without first giving thirty (30) days advance written

notice to the District, or ten (10) days advance written notice in the event of cancellation due to non-payment of premium.

(iv) Waiver of Subrogation. The insurance policies provided by the Barstow Senior Nutrition Program shall (1) contain a waiver of subrogation against the District, its directors, officers, employees and agents for any claims arising out of this Agreement, or (2) allow the Barstow Senior Nutrition Program to waive subrogation, in writing, before any loss, in which case this provision of the Agreement shall be deemed to be the Barstow Senior Nutrition Program's written waiver of subrogation against the District for any and all losses covered by any and all insurance policies required under this Agreement.

(v) Claim Reporting. The Barstow Senior Nutrition Program 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.

(vi) Deductible/Retention. If the insurance policies provided by the Barstow Senior Nutrition Program contain deductibles or self-insured retentions, any such deductible or self-insured retention shall not be applicable with respect to the coverage provided to the District under such policies. The Barstow Senior Nutrition Program shall be solely responsible for any such deductible or self-insured retention and the District, in its sole discretion, may require the Barstow Senior Nutrition Program to secure the payment of any such deductible or self-insured retention by a surety bond or an irrevocable and unconditional letter of credit.

(vii) Subtenants. The Barstow Senior Nutrition Program shall include all subtenants and subcontractors as additional insureds under the insurance policies required by this Agreement to the same extent as the District or shall furnish separate certificates of insurance and policy endorsements for each subtenant and/or subcontractor verifying that the insurance for each subtenant and/or subcontractor complies with the same insurance requirements applicable to the Barstow Senior Nutrition Program under this Agreement.

(3) Insurance Company Requirements. The Barstow Senior Nutrition Program 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.

(4) Policy Requirements. The insurance required under this Agreement shall meet or exceed the minimum requirements as set forth below:

(i) Workers' Compensation. The Barstow Senior Nutrition Program shall maintain Workers' Compensation insurance as required by law in the State of

California to cover the Barstow Senior Nutrition Program's obligations as imposed by federal and state law having jurisdiction over the Barstow Senior Nutrition Program's employees and Employers' Liability insurance, including disease coverage, of not less than \$1,000,000. Even if Barstow Senior Nutrition Program contends that it has no employees, Barstow Senior Nutrition Program shall obtain a policy to cover its potential exposure on a payroll basis of "if any" for the workers' classification applicable to the Barstow Senior Nutrition Program's occupancy under this Agreement.

(ii) General Liability. The Barstow Senior Nutrition Program shall maintain Comprehensive General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. The policy shall include, but not be limited to, coverage for bodily injury, property damage, fire legal liability, personal injury, products, completed operations and contractual to cover, but not be limited to, the liability assumed under the indemnification provisions of this Agreement. In the event the Comprehensive General Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years after expiration or termination of this Agreement.

(iii) Automobile Liability. The Barstow Senior Nutrition Program shall maintain Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence for any owned, hired, or non-owned vehicles.

(iv) Property Insurance. The Barstow Senior Nutrition Program shall maintain property insurance in an amount sufficient to cover the full replacement cost for (1) any physical damage to or destruction of any and all structures, improvements, or other real property (not including the land) on the Property, and (2) any physical damage to or destruction of any and all personal property of any person, other than the Barstow Senior Nutrition Program, that is on the Property. The determination of the specific dollar amounts of property coverage that will be sufficient for this section shall be in the sole discretion of the District.

(v) Manner of Satisfaction. The insurance required in subsections (ii) through (iv) above may be provided by separate policies of insurance or combined into a single package policy.

Section 16. DEFAULT

The following shall be deemed events of default and cause for immediate termination of this Agreement by the District:

(a) Fees. The Barstow Senior Nutrition Program fails to pay any installment of Fees when due, and such failure continues for a period of ten (10) days.

(b) Insolvency. The Barstow Senior Nutrition Program becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors.

(c) Receivership. A receiver or trustee is appointed for all or substantially all of the assets of the Barstow Senior Nutrition Program.

(d) Abandonment. The Barstow Senior Nutrition Program deserts or vacates any substantial portion of the Premises.

(e) Breach. The Barstow Senior Nutrition Program fails to comply with any term, condition, or covenant of this Agreement.

Section 17. REMEDIES FOR BREACH

Upon the occurrence of any event of default described in Section 16 of this Agreement, the District shall give the Barstow Senior Nutrition Program written notice thereof and shall have the option to pursue any one or more of the following remedies, with or without the benefit of court order, in addition to its other rights and remedies under the law:

(a) Reentry. Enter upon the Property, by force if necessary, without being liable for prosecution or any claim for damages therefor, and perform whatever act the Barstow Senior Nutrition Program is obligated to perform under the terms of this Agreement; and the Barstow Senior Nutrition Program agrees to reimburse the District, on demand, for any expenses which the District may incur in effectuating compliance with the Barstow Senior Nutrition Program's obligations under this Agreement, and the Barstow Senior Nutrition Program further agrees that the District shall not be liable for any damages resulting from such actions.

(b) Eviction. Enter upon and take possession of the Property and any personal property found thereon, and expel or remove the Barstow Senior Nutrition Program and/or any person who may be occupying the Property, or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor, and subsequently sublease the Property and receive the rent and receipts therefor; and the Barstow Senior Nutrition Program agrees to pay to the District, on demand, any deficiency that may arise by reason of such subsequent subleasing. The District may store any personal property removed from the Property in a public warehouse or at another place of its choosing within the County of San Bernardino at the Barstow Senior Nutrition Program's expense or to the Barstow Senior Nutrition Program's account.

(c) Termination. Termination of this Agreement, in which case the Barstow Senior Nutrition Program shall immediately surrender the Premises to the District, and if the Barstow Senior Nutrition Program fails to do so, the District may, without prejudice to any other remedy which it may have for possession or arrearages in rent or receipts, enter upon and take possession of the Property and expel or remove the Barstow Senior Nutrition Program and any other person who may be occupying the Premises, or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor; and the Barstow Senior Nutrition Program agrees to pay to the District, on demand, the full amount of all loss and damage which the District

may suffer by reason of such termination, whether through inability to subsequently sublease the Property on satisfactory terms or otherwise.

Section 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.

Section 19. CONDEMNATION OF PROPERTY

Should all or any part of the Property be taken by any public or quasi-public agency or entity under the power of eminent domain during the term of this Agreement, any and all damages and compensation awarded or paid because of the taking shall belong to the District.

Section 20. ATTORNEYS' FEES

If either the District or the Barstow Senior Nutrition Program is the prevailing party in any legal dispute caused by the non-prevailing party, which said legal dispute arose out of, under, in connection with, or in relation to this Agreement, and any amendments thereto, or the breach thereof, the prevailing party shall be entitled to receive from the non-prevailing party all attorneys fees and costs actually incurred by the prevailing party in connection therewith. In any such action, arbitration, mediation, or other proceeding, the entitlement to recover attorneys fees and costs will be considered an element of costs and not of damages.

Section 21. NOTICE

All notices, demands, or other writing in this Agreement required to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

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

To User: Barstow Senior Nutrition Program
555 Melissa Ave,
Barstow, CA 93211
Attention: Maurice Lessard,
Program Manager of County Contract

The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

Section 22. SUCCESSORS AND ASSIGNS

The Barstow Senior Nutrition Program shall not sublet, assign, mortgage, pledge, hypothecate, or otherwise dispose of the Property, or any part thereof, or any right or privilege connected therewith, or to allow any other person, except the Barstow Senior Nutrition Program's agents and employees, to occupy the Property or any part thereof, without first obtaining the written consent of the District. Any such consent by the District shall not constitute consent to any subsequent assignment, sublease, or occupation by the Barstow Senior Nutrition Program or other persons. The Barstow Senior Nutrition Program's unauthorized assignment, sublease, or license to occupy shall be void, and shall terminate this Agreement at the District's option. The Barstow Senior Nutrition Program's interest in this Agreement is not assignable by operation of law, nor is any assignment of its interest herein, without the written consent of the District. Further, any change in stock ownership of the Barstow Senior Nutrition Program which results in a transferee, who is other than a stockholder of the Barstow Senior Nutrition Program at the time of executing this Agreement, receiving a beneficial ownership of, or interest in, any outstanding stock of the Barstow Senior Nutrition Program, shall be deemed an assignment prohibited by this Section, unless the written consent of the District be obtained.

Section 23. INUREMENT

This Agreement and the covenants and conditions hereof apply to and are binding upon the heirs, successors, legal representatives, and assigns of the parties hereto.

Section 24. INTEGRATION AND AMENDMENT

This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, whether oral or written, between the parties in connection therewith. This Agreement may not be amended unless in writing and signed by both parties hereto.

Section 25. CAPTIONS

The captions of sections and subsections of this Agreement are for reference only and are not to be construed in any way as a part of this Agreement.

Section 26. INTERPRETATION AND ENFORCEMENT

This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties jointly prepared this Agreement and any uncertainty or ambiguity contained

herein shall not be interpreted against the party responsible for the drafting thereof. This Agreement shall be enforced and governed by and under the laws of the State of California, and venue for any action brought to interpret and/or enforce any provision of this Agreement shall be in a state or federal court located in the State of California with in rem jurisdiction over the Property.

Section 27. TIME OF THE ESSENCE

Time is of the essence in this Agreement and each and every provision thereof.

Section 28. AUTHORITY

The persons executing this Agreement hereby represent and warrant that they are fully and duly authorized and empowered to so execute on behalf of each of the respective parties hereto.

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

HELENDALE COMMUNITY SERVICES
DISTRICT

By: _____
Tim Smith, President, Board of Directors

ATTEST:

Secretary

BARSTOW SENIOR NUTRITION PROGRAM

By: _____
Maurice Lessard, Program Manager

EXHIBIT C

TERMS OF USE

Barstow Senior Nutrition Program has use of the community room, bathrooms and kitchen based upon the following guidelines:

- Hours of operation: 9:30 am to 1:30 pm Monday through Friday for the purpose of providing a Senior Nutritional Lunch Service.
- For additional room use Barstow Senior Nutrition Program will be allowed to use the Board Room or Unit D upon prior request based upon availability.
- Barstow Senior Nutrition Program will designate a person or persons who will be interacting with HCSD staff regarding maintenance needs, supplies, etc. The intent is to ensure seamless communication amongst the three organizations (HCSD, HSO & Barstow Senior Nutrition Program) and minimize confusion.
- HCSD staff will ensure the facility is clean and well-maintained. Barstow Senior Nutrition Program will clean up any lunch-related items after daily lunch service.
- Barstow Senior Nutrition Program may leave tables in place and HCSD staff will remove and replace as needed
- Barstow Senior Nutrition Program may have items stored in the Community Center closet constructed for their use as well as refrigerator/freezer space as available.
- Barstow Senior Nutrition Program will provide appropriate cleaning supplies and hand sanitizers, etc. for Barstow Senior Nutrition Program's use.
- Barstow Senior Nutrition Program will ensure that kitchen is clean after each use and will advise HCSD if they find the kitchen dirty.
- Barstow Senior Nutrition Program will empty trash bags after each lunch service and place trash in the bin behind the unit and food waste in the bin in the parking lot.
- Barstow Senior Nutrition Program is aware that the main parking area in front of the Community Center is blocked off on Wednesdays for the weekly Farmers Market which begins at 3 pm with setup starting at noon.
- Barstow Senior Nutrition Program will provide tables and chairs for use.

- Utilities are being provided by the HCSD therefore, temperature needs to be set at a reasonable level depending upon the season. Climate control must be turned off at the end of each day.
- In the event of major work, HCSD will do its best to work around the Barstow Senior Nutrition Program schedule, however, from time to time, the Barstow Senior Nutrition Program service location may be interrupted due to such work. Appropriate notification will be provided to Barstow Senior Nutrition Program.
- Access to the site and storage closet will be arranged between HCSD and Barstow Senior Nutrition Program.
- Additional electrical work will be required to reasonable accommodate the daily lunch service. HCSD will pay this work.
- Hot water heater will need to be upgraded to facilitate the required temperatures for washing dishes as required by health department guidance.
- HCSD and Barstow Senior Nutrition Program will coordinate to purchase a food service cart with sneeze guard, commercial refrigerator/freezer and portable dishwasher to accommodate the lunch service.
- The contract will be at \$0 cost to the District with rent to cover program costs.
- This exhibit may be modified from time to time and reviewed annually.

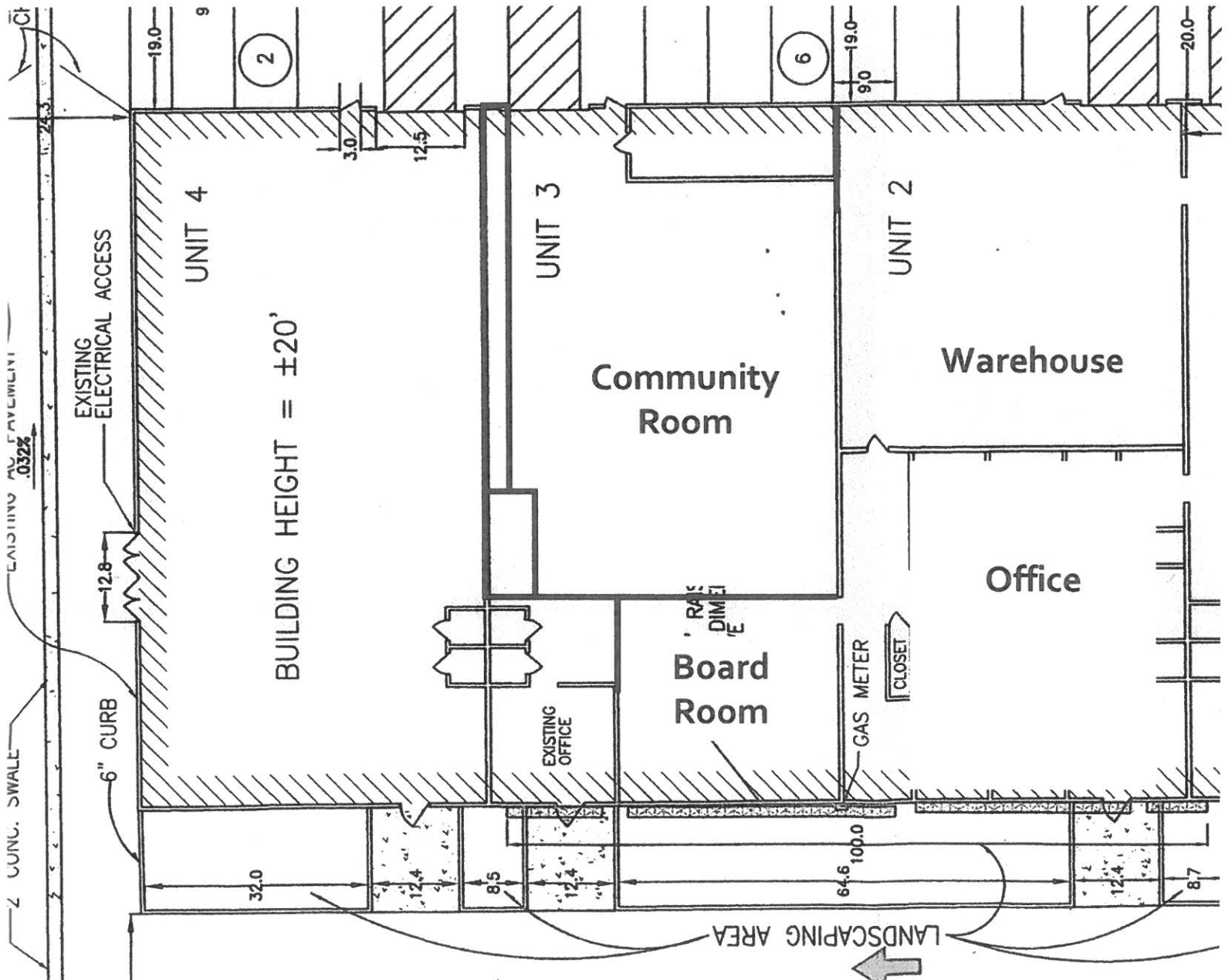


EXHIBIT B

THIS MAP IS FOR THE PURPOSE
OF AD VALOREM TAXATION ONLY.

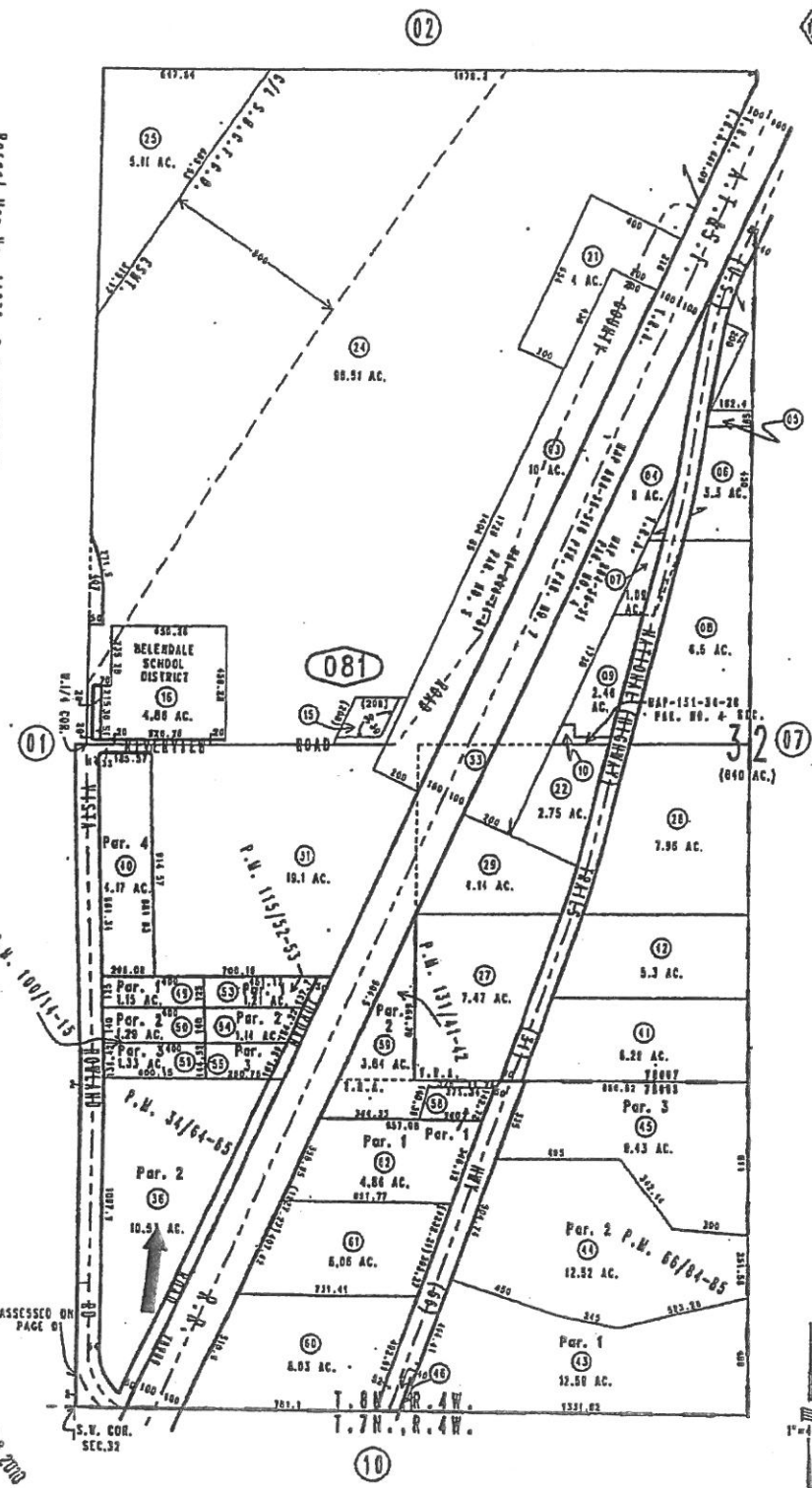


W.1/2 Sec.32, T.8N.,R.4W., S.B.B.&M.

Helendale
Tax Rate Area
78005,78007,78009

0467-08

1"=400'



Parcel Map No. 11235, P.M. 131/41-42
 Parcel Map No. 10183, P.M. 115/52-53
 Pln. Parcel Map No. 8905, P.M. 100/11-15
 Parcel Map No. 6905, P.M. 66/84-85
 Pln. Parcel Map No. 3743, P.M. 34/64-65

Assessor's Map
 Book 0467 Page 08
 San Bernardino County

APR 08 2008
 REVISED
 02/16/10 KA

February 2004

EXHIBIT C

TERMS OF USE

Helendale Barstow Senior Nutrition Program (HSO) has use of the community room, bathrooms and kitchen based upon the following guidelines:

- Hours of operation: 10am to 2pm Monday through Thursday.
- For additional room use HSO will need to request the use in writing (or email) and ensure the room is available prior to advertising an event.
- HSO will designate a person or persons who will be interacting with HCSD staff regarding maintenance needs, supplies, etc. The intent is to ensure seamless communication between the organizations and minimize confusion with unauthorized HSO members from making requests that may not be approved by the HSO Board.
- HCSD staff will take care of maintenance and janitorial services as time permits. HSO is encouraged to maintain current cleaning services as HSO feels appropriate. Current HCSD cleaning schedule is twice per month.
- HSO may leave tables in place if no other events are scheduled. HCSD will communicate regarding room schedules
- HCSD will use the room one day each November for our annual Thanksgiving Lunch. This year the date will be 11/17/2020.
- HSO may have items stored in the Community Center including refrigerator, freezer, games and other miscellaneous supplies. One storage closet has been provided.
- HSO will provide appropriate cleaning supplies and hand sanitizers, etc. for HSO' use.
- HSO will ensure that bathrooms are checked and tidied up at the end of each day and advise if soap and other bathroom supplies are needed.
- HSO must advise HCSD of spills ASAP so it can be cleaned up and shampooed.
- HSO will ensure that kitchen is clean after each use and will advise HCSD if they find the kitchen dirty.
- HSO will empty trash bags after each day as needed or if HSO is unable to empty trash HSO will advise HCSD staff that trash needs to be emptied.

- HSO is aware that the main parking area in front of the Community Center is blocked off on Wednesdays for the weekly Farmers Market which begins at 3 pm with setup starting at noon.
- HCSD will provide tables and chairs for use.
- Utilities are being provided by the HCSD therefore, temperature needs to be set at a reasonable level depending upon the season. Climate control must be turned off at the end of each day.
- In the event of major work, HCSD will do its best to work around the HSO schedule, however, from time to time, the HSO schedule may be interrupted due to such work. Appropriate notification will be provided to HSO.
- A front door key and alarm code will be issued to HSO. A list of those who have the key and the code will be provided to HCSD. HSO is to lock the front door at the end of their day's use. If HSO is open on a holiday that HCSD is closed HSO will be required to set the alarm in the unit. All other regular business days, HCSD will set the alarm for HSO.
- Use of the Board room will need to be arranged with HCSD.
- Access in the kitchen cabinets is limited to HSO labeled cabinets.
- If anything in the room needs to be rearranged or moved HCSD will work with HSO.
- This exhibit may be modified from time to time and reviewed annually.