



# Helendale Community Services District

**BOARD OF DIRECTORS MEETING**  
**December 6, 2018 at 6:30 PM**  
**26540 Vista Road, Suite C, Helendale, CA 92342**

## Call to Order - Pledge of Allegiance

1. **Approval of Agenda**
2. **Public Participation** - *Anyone wishing to address any matter pertaining to District business listed on the agenda or not, may do so at this time. However, the Board of Directors may not take action on items that are not on the agenda. The public comment period may be limited to three (3) minutes per person. Any member may speak on any agenda item at the time the agenda item is discussed by the Board of Directors.*
3. **Consent Items**
  - a. Approval of Minutes: November 15, 2018 Regular Board Meeting
  - b. Bills Paid and Presented for Approval
4. **Reports**
  - a. Directors' Reports
  - b. General Manager's Report
5. Administration of Oath of Office for Candidates Appointed in Lieu of Election

## Discussion Items

6. Discussion and Possible Action Regarding Revisions to Facility Use Policy
7. Discussion and Possible Action Regarding Annual Election of Officers

## Other Business

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

## Closed Session

9. Public Employee Performance Evaluation  
(Government Code Section 54957)  
Title: General Manager
10. Conference with Real Property Negotiator: Government Code Section 54956.8  
APN: 0465151200000, Et Al  
District Negotiator: Kimberly Cox  
Negotiating Parties: Mojave Desert Land Trust  
Under Negotiation: Terms of Property Management
11. Conference with Legal Counsel – Anticipated Litigation  
Significant Exposure to Litigation  
Pursuant to Government Code Section 54956.9(d)(2)  
One Potential Case
12. Announcement of Closed Session Actions
13. Adjournment

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

## Providing:

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

## OFFICE HOURS:

Monday-Friday  
8:00 – 5:30 p.m.

## PHONE:

760-951-0006

## FAX:

760-951-0046

## ADDRESS:

26540 Vista Road  
Suite B  
Helendale, CA  
92342

## MAILING

## ADDRESS:

PO BOX 359  
Helendale, CA  
92342

Visit us on the Web  
at:

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





# Helendale Community Services District

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Date: December 6, 2018  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
SUBJECT: Agenda item #3  
Consent Items

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## **Consent Items**

- a. Approval of Minutes: November 15, 2018, Regular Board Meeting
- b. Bills Paid and Presented for Approval



Minutes of the Helendale Community Services District  
REGULAR BOARD OF DIRECTORS MEETING FOR  
November 15, 2018 at 6:30 PM  
26540 Vista Road, Suite C. Helendale, CA 92342

**Board Members Present:**

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

**Staff Members Present:**

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

**Consultants:**

Steve Kennedy, Legal Counsel  
Chris Brown, Fedak & Brown

**Members of the Public:**

There were eight (8) member of the public present.

**Call to Order and Pledge of Allegiance**

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

**1. Approval of Agenda**

General Manager Cox requested to remove both closed session items from the agenda.

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

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

**2. Public Participation**

Lieutenant Newton reported that Sheriff Department statistics will be available soon.

Battalion Chief Halseth reported on the calls in Helendale for the month of October.

Resident Doug Bell read a statement reminding everyone of the first amendment and talked about the cancellation of his candidate forum.

**3. Consent Items**

a. Approval of Minutes: October 18, 2018 Regular Board Meeting

b. Bills Paid and Presented for Approval

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

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

**4. Reports**

a. Director's Reports:

- Director Spiller discussed possible options for the farmers market as we move forward into the winter months. Some ideas suggested included start a little earlier and close a little earlier or possibly operate a bi-weekly market. The Board gave staff consent to move the time of the market to 2:00 – 6:00 pm during the winter.

b. General Manager's Report

**General Manager Report – given by General Manager Cox**

- The Eagle Scout Fitness Project at the Park has been completed. GM Cox showed pictures of the completed project to the Board.

**Water Report – given by Water Operations Manager Carlson**

- Completed monthly coliform report for month of October
- Submitted 4<sup>th</sup> quarter water master report
- Staff turned approximately 45 valves
- Jonathan, Chris, and Chris Zuber attended a certified California Traffic Control Technician class
- Craig and Jonathan attended Sensus Reach conference (registration fees were waived, attended as sponsored guests)
- Staff has been continuing meter replacement program
- Staff has been winterizing all sites
- Smogged all required District vehicles (even VIN) and have begun the annual BAR fleet report
- Worked with HDU to pothole District infrastructure for sewer project at park

**Program and Solid Waste Report – given by Program Coordinator Vermette**

- Gave an update on soccer closing day: A total of 188 kids played soccer this season; there were 20 teams who played 10 weeks of games. Sponsors included: Professional Realty - \$300; Silver Lakes Market - \$200; Sunsetters Car Club - \$200. The Youth Sports League fully sponsored 10 children and partially sponsored 4 children. The last game of the season will be held this Saturday followed by the end of season barbeque and party at noon.
- Residential recycling for September was at 43.37 tons; residential refuse collection was at 271.26 tons; e-waste revenue to date is \$14,576.33 and the last pickup was 4,747 pounds; the September green waste pickup was 8.12 tons; and the mattress pickups for September totaled 183 mattresses for a reimbursement of \$322.08.

**Administration Report – given by General Manager Cox**

- There were 47 account transfers in October. A graph was shown comparing monthly account transfers since 2015 and a map was presented showing account transfers by area.
- Thrift Store revenue for October was at \$31,051.84. A graph showing Thrift Store revenue since FY 2012 was shown.
- The annual Christmas Sale at the Thrift Store will be on November 16<sup>th</sup> from 3-9 pm.
- Open Gym attendance was at 49 for October

**Financial Report – given by General Manager Cox**

- The Districts total cash is \$5,274,132
- The Water Department has \$1,046,841; Wastewater has \$3,856,120; and Solid Waste has \$309,876
- The District's revenue for October was \$553,919.24 and expenses were at \$468,682.47

**General Manager Report – given by General Manager Cox**

- Saturday will be Keith Vance's last day
- The staff Thanksgiving luncheon last week, the Board President and Vice President were present and made presentation to Staff.
- The annual Christmas party is on 12/8
- There will be two more board meetings for the year – on 12/6 we will have the annual election of officers and on 12/20 Legal Counsel will provide the Board with Ethics Training
- General Manager Cox discussed the cancellation of Mr. Bell's use of the community room for his candidate forum scheduled for 10/27 citing several factors that led to the decision.
- The Board requested to review the facility use policy at an upcoming meeting.

**Discussion Items**

5. Discussion and Possible Action Regarding Review and Acceptance of 2018 Fiscal Year Audit

**Discussion:** Chris Brown from Fedak and Brown presented the audit findings. The Audit was performed in Accordance with Auditing Standards Generally Accepted in the United States of America. The interim fieldwork assesses the District's Internal Controls and the final fieldwork agrees the balance to the supporting documentation and performs an analysis of key relationships. The unmodified "clean" opinion of the auditor was that the financial statements referred to above present fairly, in all material respects, the financial position of the Helendale Community Services District as of June 30, 2018. The auditors communicated the findings to two of the Board members and discussed the auditor's responsibility under U.S. GAAS, the scope of the audit, the corrected and/or uncorrected misstatements, and any difficulties encountered with management. The auditors found there were no material weaknesses within the District's internal control structure that were identified. Mr. Brown discussed some of the financial highlights in 2018:

- The District's net position increased from \$1,105,699 to \$14,922,139 from operations
- The Operating revenue increased by \$682,094 to \$4,904,35, primarily due to increases of water sales and sale of leased water rights.
- Operating expenses increased by \$55,323, primarily due to a \$248,114 increase in general and administrative expenses that were offset by decreases in pumping and collection in the amount of \$68,025 and depreciation expense of \$118,032.
- Non-operating revenues (expenses) increased by \$90,042 to \$274,683 primarily due to a \$92,310 increase in property taxes.
- Contributions increased by \$25,919 to \$60,919

Mr. Brown showed several charts showing revenue and expenses as well as assets and liabilities.

**Action:** Vice President Smith made the motion to accept the 2018 Fiscal Year Audit. The motion was seconded by Director Haas.

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

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

6. Discussion and Possible Action Regarding Award of Contract for Pathways at Helendale Community Park to Conclude LWCF Grant Projects

**Discussion:** Grant expenses to date are approximately \$385,648.09. there is approximately \$114,351.91 left to spend to receive our full reimbursement of \$132,600. The proposed project will be for concrete sidewalks to provide ADA access to the playground; complete the concrete between the baseball fields; fill in the gap between the existing handicap parking and sidewalk, and add additional lineal feet of pathways up to \$114,351. Pathways are necessary for ADA accessibility around the park. Completing the sidewalks under the grant equates to paying 75% of the cost for the District. This will be a prevailing wage project. The District received three quotes:

<b>\$52,581.55</b>	<b>Conco – apparent low bidder</b>
<b>\$96,943</b>	<b>Desert Construction Services</b>
<b>\$160,400</b>	<b>Architekton</b>

Staff is requesting that the Board award to the lowest responsive bidder in an amount not to exceed the entire \$114,351 to be added to complete additional pathways.

**Action:** Director Schneider made the motion to approve award to lowest responsive bidder in an amount not to exceed \$114,351 to maximize completion of concrete work at the Park under LWCF Grant. The motion was seconded by Director Haas.

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

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

7. Discussion and Possible Action Regarding Additional Asphalt Paving at the Helendale Community Center

November 15, 2018

**Discussion:** Staff has heard interest about adding additional asphalt at the Community Center. Using a prior rough estimate, it could cost approximately \$2.40 per square foot. The Farmers Market uses approximately 80,000' of room. This amount could cost up to \$190,000. The current Market location impedes access to building Limits ADA access to office. During other events such as parties, music fest, etc. parking is impacted. The Board discussed paving at the Community Center, and suggested paving to the north of the building. The Board also requested that lights be installed at the same time as the paving project. The Board directed staff to get rough estimates on asphalt and would like to see a plot drawing including gates and access routes.

**Action:** None

**8. Discussion Only Regarding Recent Legislation and the Impact to the District**

Discussion: General Manager Cox and Legal Counsel Kennedy reviewed recent legislation:

- SB 998 – Discontinuation of residential water service. Water cannot be disconnected for 60 days, the cap on reconnection fees of \$50 and prohibits shut off for certain circumstances.
- SB 1413 – CalPers authority to establish a Pension Prefunding Trust Program. This Bill is supported by CSDA and would allow agencies to put money in trust fund for unfunded liability.
- SB 1343 – Sexual Harassment Training (9/2018) requires 2 hours training for all supervisory and 1-hour training for all others by 1/1/2020
- SB 1383 – Organic waste: Landfills (9/2016) - Supports State goal of 50% organic reduction in landfills by 2020,
- 75% reduction by 2025 and 20% edible food recovery by 2025
- The takeaway from presented legislation is that there will be increased staff time and program implementation costs and more costs passed on to end user. More to come as some still in the development stages

**Other Business**

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

None

**Closed Session** – Closed session items were removed from the agenda.

**10. Public Employee Performance Evaluation**

(Government Code Section 54957)

Title General Manager

**11. Conference with Real Property Negotiators**

— Government Code Section 54956.8

— APN: 0465151200000, Et Al

— District Negotiator: Kimberly Cox

— Negotiating Parties: Mojave Land Trust

— Under Negotiation: Terms of Property Management

**12. Announcement of Closed Session Actions**

**13. Adjournment**

**Action:** President Ron Clark adjourned the meeting at 8:07 pm

Submitted by:

Approved By:

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

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

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



# Helendale Community Services District

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DATE: December 06, 2018  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
BY: Sharon Kreinop, Senior Account Specialist  
SUBJECT: Agenda item # 3 b.  
Consent Item: Bills Paid and Presented for Approval

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**STAFF RECOMMENDATION:**

Report Only. Receive and File

**STAFF REPORT:**

Staff issued 44 checks, 19 EFT's totaling \$135,829.46

Total cash available:	<u>12/03/18</u>	<u>11/07/18</u>
Cash	\$ 5,507,658.92	\$ 5,253,453.38
Checks/EFT's Issued	\$ 135,829.46	\$ 592,984.70

Investment Report

The Investment Report shows the status of invested District funds. The current interest rate is 2.39% for CalTRUST Short-Term and 2.79% for Medium-Term Investments, 2.17% for LAIF, and 0.25% for the CBB Sweep Account for Nov 2018. Interest earned in Nov 2018 on the CalTrust investments and the CBB Sweep Account is \$7,947.98



Helendale CSD

# Bills Paid and Presented for Approval Transaction Detail

Issued Date Range: 11/08/2018 - 12/03/2018

Cleared Date Range: -

Issued Date	Number	Description	Amount	Type	Module
<b>Bank Account: 251229590 - CBB Checking</b>					
11/08/2018	<a href="#">21252</a>	TAYLOR PROPERTY DEVELOPMENT, LLC	-185.49	Check	Utility Billing
11/08/2018	<a href="#">21253</a>	ROBERT BLUM	-130.26	Check	Utility Billing
11/08/2018	<a href="#">21254</a>	STEWART TITLE OF CALIFORNIA, INC.	-65.40	Check	Utility Billing
11/08/2018	<a href="#">21255</a>	ROYAL BENGAL, LLC	-98.29	Check	Utility Billing
11/09/2018	<a href="#">21256</a>	Frontier Communications	-86.20	Check	Accounts Payable
11/09/2018	<a href="#">21257</a>	Frontier Communications	-45.28	Check	Accounts Payable
11/09/2018	<a href="#">21258</a>	State of California Department of Justice	-49.00	Check	Accounts Payable
11/09/2018	<a href="#">21259</a>	Univar USA Inc	-3,035.23	Check	Accounts Payable
11/09/2018	<a href="#">EFT0002580</a>	To record Payroll Fee Pmt	-177.06	EFT	General Ledger
11/14/2018	<a href="#">21260</a>	SHELLEY PETRITZ	-65.40	Check	Utility Billing
11/15/2018	<a href="#">EFT0002578</a>	To post Payroll pmt - Dir Deposit PPE 11/11/18	-32,406.60	EFT	General Ledger
11/15/2018	<a href="#">EFT0002579</a>	To post Payroll pmt - PR Tax Pmt PPE 11/11/18	-7,744.75	EFT	General Ledger
11/15/2018	<a href="#">EFT0002586</a>	To record Tasc Flex Claim Pmt	-619.21	EFT	General Ledger
11/16/2018	<a href="#">21261</a>	Burrtec Waste Industries	-1,181.02	Check	Accounts Payable
11/16/2018	<a href="#">21262</a>	Burrtec Waste Industries	-1,450.00	Check	Accounts Payable
11/16/2018	<a href="#">21263</a>	Cardmember Service	-1,804.37	Check	Accounts Payable
11/16/2018	<a href="#">21264</a>	Home Depot Credit Services	-234.90	Check	Accounts Payable
11/16/2018	<a href="#">21265</a>	Lowe's	-940.98	Check	Accounts Payable
11/16/2018	<a href="#">21266</a>	SWRCB FEES	-150.00	Check	Accounts Payable
11/16/2018	<a href="#">21267</a>	United Site Services	-112.81	Check	Accounts Payable
11/16/2018	<a href="#">21268</a>	Western Rivers Conservancy	-11,459.71	Check	Accounts Payable
11/23/2018	<a href="#">EFT0002582</a>	To record Payroll Fee Pmt	-177.06	EFT	General Ledger
11/26/2018	<a href="#">EFT0002539</a>	To record Payroll Fee Pmt	-183.76	EFT	General Ledger
11/26/2018	<a href="#">EFT0002539</a>	To record Payroll Fee Pmt	183.76	EFT Reversal	General Ledger
11/26/2018	<a href="#">EFT0002572</a>	to record SCE WWTP Blower Room & Lift Stations	-3,006.25	EFT	General Ledger
11/26/2018	<a href="#">EFT0002573</a>	to record SCE Water Well 1,3 & 4	-6,926.58	EFT	General Ledger
11/26/2018	<a href="#">EFT0002574</a>	to record SCE Water payment Wells 6,7,8 & 9	-359.29	EFT	General Ledger
11/26/2018	<a href="#">EFT0002575</a>	to record SCE Comunity Center Suites A & C	-826.33	EFT	General Ledger
11/26/2018	<a href="#">EFT0002576</a>	to record SCE - Thrift Store	-618.49	EFT	General Ledger
11/26/2018	<a href="#">EFT0002577</a>	to record SCE Community Center Suite D	-77.77	EFT	General Ledger
11/26/2018	<a href="#">EFT0002593</a>	To record Bank Account Analysis Fees	-589.76	EFT	General Ledger
11/28/2018	<a href="#">21269</a>	ALYSIA BARTHOLOMAY	-177.24	Check	Utility Billing
11/29/2018	<a href="#">21270</a>	Brunick, McElhaney & Kennedy	-5,500.00	Check	Accounts Payable
11/29/2018	<a href="#">21271</a>	Cazcom, Inc.	-175.00	Check	Accounts Payable
11/29/2018	<a href="#">21272</a>	C-Me Promotions & Embroidery	-503.90	Check	Accounts Payable
11/29/2018	<a href="#">21273</a>	County of San Bernardino, Solid Waste Mgmt. Div.	-516.34	Check	Accounts Payable
11/29/2018	<a href="#">21274</a>	Frontier Communications	-58.60	Check	Accounts Payable
11/29/2018	<a href="#">21275</a>	Frontier Communications	-78.94	Check	Accounts Payable
11/29/2018	<a href="#">21276</a>	Frontier Communications	-54.83	Check	Accounts Payable
11/29/2018	<a href="#">21277</a>	Geo-Monitor, Inc.	-334.50	Check	Accounts Payable
11/29/2018	<a href="#">21278</a>	Heather L. Starstman	-378.00	Check	Accounts Payable
11/29/2018	<a href="#">21279</a>	Infosend	-1,905.42	Check	Accounts Payable
11/29/2018	<a href="#">21280</a>	Inland Water Works Supply Co.	-80.25	Check	Accounts Payable
11/29/2018	<a href="#">21281</a>	Mojave Environmental Education Consortium	-300.00	Check	Accounts Payable
11/29/2018	<a href="#">21282</a>	Official Payments Corp	-57.80	Check	Accounts Payable
11/29/2018	<a href="#">21283</a>	Parkhouse Tire, Inc.	-190.11	Check	Accounts Payable
11/29/2018	<a href="#">21284</a>	Shred-it USA LLC	-274.47	Check	Accounts Payable
11/29/2018	<a href="#">21285</a>	Sierra Analytical	-2,769.00	Check	Accounts Payable
11/29/2018	<a href="#">21286</a>	Southwest Gas Company	-397.56	Check	Accounts Payable
11/29/2018	<a href="#">21287</a>	Staples Office Supplies	-415.99	Check	Accounts Payable
11/29/2018	<a href="#">21288</a>	Tyler Technologies, Inc.	-399.50	Check	Accounts Payable
11/29/2018	<a href="#">21289</a>	UIA Ultimate Internet Access, Inc	-694.43	Check	Accounts Payable



**Bank Transaction Report**

**Issued Date Range: -**

**Issued**

<b>Date</b>	<b>Number</b>	<b>Description</b>	<b>Amount</b>	<b>Type</b>	<b>Module</b>
11/29/2018	<a href="#">21290</a>	Uline	-224.21	Check	Accounts Payable
11/29/2018	<a href="#">21291</a>	United Site Services	-167.39	Check	Accounts Payable
11/29/2018	<a href="#">21292</a>	USA Blue Book	-209.21	Check	Accounts Payable
11/29/2018	<a href="#">21293</a>	Verizon Wireless	-96.90	Check	Accounts Payable
11/29/2018	<a href="#">21294</a>	Verizon Wireless	-623.53	Check	Accounts Payable
11/29/2018	<a href="#">21295</a>	SWRCB, Office of Operator Certification	-110.00	Check	Accounts Payable
11/29/2018	<a href="#">EFT0002583</a>	To post Payroll pmt - Dir Deposit	-34,780.50	EFT	General Ledger
11/29/2018	<a href="#">EFT0002584</a>	To post Payroll pmt - PR Tax Pmt	-7,817.47	EFT	General Ledger
12/03/2018	<a href="#">EFT0002587</a>	To record ETS Fees - #9691	-338.55	EFT	General Ledger
12/03/2018	<a href="#">EFT0002589</a>	To record ETS Fees - #557	-77.58	EFT	General Ledger
12/03/2018	<a href="#">EFT0002590</a>	To record ETS Fees - #9692	-998.09	EFT	General Ledger
12/03/2018	<a href="#">EFT0002591</a>	To record EVO Thrift Store CC Fees 23099	-408.60	EFT	General Ledger
12/03/2018	<a href="#">EFT0002592</a>	To record EVO Rec Desk CC Fees 22567	-92.06	EFT	General Ledger
<b>Bank Account 251229590 Total: (65)</b>			<b>-135,829.46</b>		
<b>Report Total: (65)</b>			<b>-135,829.46</b>		

**Bank Transaction Report**

<b>Bank Account</b>	<b>Count</b>	<b>Amount</b>
<a href="#">251229590 CBB Checking</a>	65	-135,829.46
<b>Report Total:</b>	<b>65</b>	<b>-135,829.46</b>

<b>Cash Account</b>	<b>Count</b>	<b>Amount</b>
<a href="#">99 99-111000 Cash in CBB - Checking</a>	65	-135,829.46
<b>Report Total:</b>	<b>65</b>	<b>-135,829.46</b>

<b>Transaction Type</b>	<b>Count</b>	<b>Amount</b>
Check	44	-37,787.46
EFT	20	-98,225.76
EFT Reversal	1	183.76
<b>Report Total:</b>	<b>65</b>	<b>-135,829.46</b>



# Helendale Community Services District

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Date: December 6, 2018  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
SUBJECT: Agenda item #5  
Discussion and Possible Action Revisions to Facility Use Policy

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**STAFF RECOMMENDATION:**

Staff seeks input from the Board.

**STAFF REPORT:**

Based upon the discussion at the last Board meeting, Staff and Counsel have reviewed the Facility Use Agreement and made some suggested changes for consideration by the Board. A red-line version of the proposed changes is attached for your review.

Recommended Changes:

Page 2 - Use

Page 9 - General Provisions

Staff is seeking the Board's input regarding the proposed changes. In addition, there was discussion at the prior Board meeting about election-related activities such as a candidate forum. If the Board wished to exclude this type of event that could be included within the policy. Further, specific legal prohibitions exist that precludes Staff and the District's participation in political activity. While the District is viewed as a conduit of information for the Community some campaign-related events at District-owned facilities may be construed as politically motivated. If the Board does not wish to prohibit candidate forums or meet-the-candidate events, the Staff would request that these events receive Board approval prior to use of District-owned facilities. This Board-level approval would allow a public discussion of the event and enhance transparency as well as solidify the District's role (or lack thereof) in the event.

**BACKGROUND:**

The Policy was first adopted by the board on February 7, 2013. No revisions have been made to date. This policy only covers the use of the Board room and the Community Room. It does not include the Park or the property around the Community Center. There was discussion regarding a policy to cover the Park facility with the Park and Rec committee but due to the continuing development of the Park and the desire to encourage use of the Park, the policy has not yet been finalized.

**Motion:** A motion to approved the Facility Use Agreement with changes.

## Helendale CSD Facility Use Policy and Agreement

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

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

### **Time of Use**

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

### **General Use Conditions**

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

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

### Use

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

### Access and Exits

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

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

### Personnel

A minimum of one facility attendant will be present during the event. Security may also be required for large events or events where alcohol will be served.

### Smoking Policy

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

**Reservation Policy:** Reservations are on a first come first serve basis. The Facility Use Agreement must be entered into by a Responsible Party who is at least 21 years of age. A picture I.D. may be required to verify age and/or

residency or if Responsible Party is representing an organization verification of position and authority may be required. The HCSD will accept reservations up to one (1) year in advance, and no less than fourteen (14) days in advance.

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

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

**Rental Fees and Deposits**

**Community Room – 3 hour minimum**

\$35/hour

\$55/hour if alcohol served/sold

**Meeting Room – 2 hour minimum**

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

**Events during CSD Normal Business Hours**

20% discount on hourly fees

**Deposit fees**

\$200.00 without alcohol

\$300.00 with alcohol

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

\$100 flat rate

**Non-residents**

Add 35% to hourly fee

**Hourly Minimums**

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

**Helendale Non-profits and Clubs**

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

**Optional Fees:**

Set up and rental of tables - \$5 each

Set up and rental of chairs - \$1 each

**Insurance**

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

- (a) Certificates of Insurance: Reasonably prior to the event, the Responsible Party shall furnish HCSD with Certificates of Insurance and endorsements verifying the insurance coverage required by this

Agreement is in full force and effect. HCSD reserves the right to require complete and accurate copies of all insurance policies required under this Agreement and to require certified or notarized copies of such policies at any time.

- (b) Required Provisions: The insurance policies required by this Agreement shall include the following provisions or have them incorporated by endorsement(s):
- (1) Primary Coverage: The insurance policies provided by the Responsible Party shall be primary insurance and any self-insured retention and/or insurance carried by or available to HCSD or its employees shall be excess and non-contributory coverage so that any self-insured retention and/or insurance carried by or available to HCSD shall not contribute to any loss or expense under the Responsible Party's insurance.
  - (2) Additional Insured: The policies of insurance provided by the Responsible Party shall include as additional insured's: HCSD, its directors, officers, employees, and agents when acting in their capacity as such in conjunction with the performance of this Agreement. Such policies shall contain a "severability of interests" provision, also known as "Cross liability" or "separation of insured".
  - (3) Waiver of Subrogation: The insurance policies provided by the Responsible Party shall contain a waiver of subrogation against HCSD, its directors, officers, employees and agents for any claims arising out of the event that is the subject of this Agreement.
  - (4) Claim Reporting: The Responsible Party shall not fail to comply with the claim reporting provisions or cause any breach of a policy condition or warranty of the insurance policies required by this Agreement that would affect the coverage afforded under the policies to HCSD.
  - (5) Deductible/Retention: If the insurance policies provided by the Responsible Party contain deductibles or self-insured retentions, any such deductible or self-insured retention shall not be applicable with respect to the coverage provided to HCSD under such policies. The Responsible Party shall be solely responsible for any such deductible or self-insured retention and HCSD, in its sole discretion, may require the Responsible Party to secure the payment of any such deductible or self-insured retention by a surety bond or an irrevocable and unconditional letter of credit.
- (c) Insurance Company Requirements: The Responsible Party shall provide insurance coverage through insurers that have at least an "A" Financial Strength Rating and a "VII" Financial Size Category in accordance with the current ratings by the A. M. Best Company, Inc. as published in Best's Key Rating Guide or on said company's web site. In addition, any and all insurers must be admitted and authorized to conduct business in the State of California and be a participant in the California Insurance Guaranty Association, as evidenced by a listing in the appropriate publication of the California Department of Insurance.
- (d) Policy Requirements: The insurance required under this Agreement shall meet or exceed the minimum requirements as set forth below:
- (1) General Liability: The Responsible Party shall maintain Comprehensive General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. The policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, products, completed operations and blanket contractual to cover, but not be limited to, the liability assumed under the indemnification provisions of this Agreement. In the event the Comprehensive General Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years after the event.
  - (2) Liquor: If alcohol is served at the event, the Responsible Party shall maintain insurance coverage therefore in a manner acceptable to HCSD and furnish HCSD with a certificate stating "Host Liquor Liability."

### **Liability and Release**

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

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

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

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

The Responsible Party expressly waives and relinquishes all rights and benefits afforded to the Responsible Party there under and under any and all similar laws of any state or territory of the United States with respect to the claims, actions, and/or losses referenced in the first paragraph of this section. This Agreement shall act as a release of future claims that may arise from the aforementioned whether such claims are currently known, unknown, foreseen, or unforeseen. The Responsible Party understands and acknowledges the significance and consequences of such specific waiver of Civil Code Section 1542 and hereby assumes full responsibility for any injuries, damages, losses, or liability that may result from the claims identified above.

#### **Indemnification**

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

#### **Room Rental Fees**

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

#### **Deposit Requirements**

**Deposits are separate from the rental fees.** A refundable security/Cleaning Deposit of \$200 for events not serving alcohol and \$300 for events that are serving alcohol, payable by check or money order. The deposit will be due within fourteen (14) days the approval of the Facility Use Agreement.

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



- a. Cleaning beyond normal Community Center maintenance.
- b. Repairs or replacement due to structural or equipment damage.
- c. The number of persons attending the event exceeds the number of participants listed on the agreement.
- d. Fire/Police Department response.
- e. Unexpected/additional staff time.

If fees exceed the amount of deposit, renter will be required to pay the additional amount.

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

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

#### **Damages**

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

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

#### **Security**

For security purposes, your event will be monitored by HCSD staff and/or a contract security guard. The HCSD reserves the right to require security personnel to ensure the safety and welfare of the attendees. Any use that violates the conditions of the rental agreement and/or fails to comply with the law will cause the event to be terminated with forfeiture of all fees.

#### **Decorations**

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

#### **Publicity & Signage**

Helendale CSD reserves the right to review and approve materials used to publicize events to be held in our facility. Helendale CSD staff may not/will not distribute information on private rentals. Helendale CSD is not to be listed as a contact for your event. All exterior signage to be displayed must be approved by HCSD.

#### **Equipment Rental**

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

1. Tables -\$5 per table

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

### **Catering and Sink Area Use**

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

Renter is responsible for the condition of the sink area and for the caterer in charge of the event. Sink Area must be returned to the same condition in which it was found at beginning of event. Barbecuing requires pre-approval and is restricted to certain areas outside the facility.

### **Music**

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

### **Alcohol Policy**

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

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

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

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

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

Alcoholic beverages are strictly prohibited at Youth Oriented Parties or Social Gatherings.

#### **Cleaning Requirements**

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

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

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

The following check list must be adhered to:

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

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

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

**Chairs:** Wipe off chairs as needed. If chairs are rented, they will be put away by HCSD Staff.

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

The cost of repair for any damage to the facility or the cost of necessary cleaning after the event will be paid for from the deposit received, and any remaining balance will be returned. If cleaning costs or damages exceed the amount of the deposit, the Responsible Party will be billed and payment is due immediately.

#### **Photography**

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

## **CANCELLATIONS AND REFUNDS**

- Confirmed room reservations that are canceled may be subject to penalties. Cancellation fees are determined by the amount of notice given prior to the scheduled event.
- Refunds will be processed within 30 days after your event.
- Fees will not be refunded for reserved time not used. Reserved time should be chosen carefully; once fees are paid, there will be no refund for decreased reserved or actual use time.
- The Responsible Party on the contract is the only one who can only make cancellations.
- All cancellations must be submitted in writing by the Responsible Party. Telephone calls will not be accepted. Cancellations may be subject to a penalty. Penalty fees are based on the date on which the written cancellation is received. Fees are assessed on a percentage value as follows:  
30 days or more ..... No penalty  
14-29 days or more..... 25% penalty  
7-13 days.....50% penalty

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

### **General Provisions**

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

Time is of the essence in this Agreement and each and every provision thereof. Any failure by HCSD to enforce any provision of this Agreement, or any waiver thereof by HCSD, shall not constitute a waiver of its right to enforce subsequent violations of the same or any other terms or conditions herein.

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

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

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.

RESPONSIBLE PARTY:

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

\_\_\_\_\_  
Name

HCSD:

Accepted and approved.

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

### **Definitions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# Helendale Community Services District

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

## Community Center Rental Application

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

Name of Individual or Group: \_\_\_\_\_

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

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

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

Check Facility Requested:  Meeting Room  Community Room

Requested Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Day of the week Month Day Year

Rental Hours (include set up and clean up time): \_\_\_\_\_ am/pm - \_\_\_\_\_ am /pm

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

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

Item	Cost	# Requested
Tables	\$5 per table	
Chairs	\$1 per chair	
Coffee Pot (Does not include coffee, sugar, creamer, cups, etc.)	\$10	
Microphone and stand	\$30	
Projector & Screen	\$30	
Room Curtains	\$200	

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

Can you provide proof of insurance listing "Helendale Community Services District" as additionally insured? \_\_\_\_\_



Please check all that apply:

Admission/donation required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will minors be present? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is event open to the public? <input type="checkbox"/> Yes <input type="checkbox"/> No
Will alcohol be served? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will alcohol be sold? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will you be erecting a tent? <input type="checkbox"/> Yes <input type="checkbox"/> No
Will food be served? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is this event catered? <input type="checkbox"/> Yes <input type="checkbox"/> No	Requesting to barbeque? <input type="checkbox"/> Yes <input type="checkbox"/> No
Will there be a band? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will there be a DJ? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will music be amplified? <input type="checkbox"/> Yes <input type="checkbox"/> No

### Alcohol Use Policy

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

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

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

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

#### Alcohol at Youth Oriented Activities

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

As host, I \_\_\_\_\_ (*responsible party*) understand that it is my responsibility to ensure that Helendale CSD's alcohol use policy as stated above is complied with at all times. I also understand that it is my responsibility to comply with all liquor laws in the State of California, including the prohibition of serving alcohol to persons exhibiting signs of intoxication or to anyone under the age of 21. I understand that alcoholic beverages, other than beer and wine are prohibited within the Helendale Community Services District property unless being served by a professional caterer/bartender with a liquor license. For

more than 50 guests a professional caterer/bartender with a liquor license must be used for all alcoholic beverages including beer and wine. Additionally, a security guard is required if alcohol is being served/sold to parties of 100 guests or more.

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

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

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

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Date

<i>Office Use Only</i>	
Proof of insurance provided? <input type="checkbox"/> Yes <input type="checkbox"/> No	Alcohol Policy & Hold Harmless Signed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Hourly Rental Fee & Number of Hours: \$ _____ @ _____ hours	Total Fee Charged: \$ _____
Deposit Amount: \$ _____	Deposit Paid? <input type="checkbox"/> Yes <input type="checkbox"/> No
Security Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Non refundable security payment received? <input type="checkbox"/> Yes <input type="checkbox"/> No
Security Company & Contact Phone:	Security officer assigned to event:
Staff Assigned to event:	
Eligible for deposit refund? <input type="checkbox"/> Yes <input type="checkbox"/> No	If no please explain:
Date deposit Returned:	Check Number:

## Rental Fees and Deposits

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

\$35/hour

\$55/hour if alcohol served/sold

### **Meeting Room – 2 hour minimum**

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

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

20% discount on hourly fees

### **Deposit fees**

\$200.00 without alcohol

\$300.00 with alcohol

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

\$100 flat rate

### **Non-residents**

Add 15% to hourly fee

### **Hourly Minimums**

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

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

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

Fundraising events will be subject to the regular fee schedule or other negotiated rates.



# Helendale Community Services District

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26719 Vista Road, Ste. 3 - P.O. Box 359  
Helendale, California 92342-0359  
(760) 951-0006 Fax (760) 951-0046

## **Alcohol Use Policy Community Center Rental**

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

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

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

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

**Alcohol at Youth Oriented Activities**

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

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

Name of Organization or individual: \_\_\_\_\_

Contact phone number: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Room Requested:  Meeting Room  Community Room

Purpose of use: \_\_\_\_\_

Total number of guests expected: \_\_\_\_\_

\_\_\_\_\_  
Signature of Responsible Party

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date



# Helendale Community Services District

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26719 Vista Road, Ste. 3 - P.O. Box 359  
Helendale, California 92342-0359  
(760) 951-0006 Fax (760) 951-0046

## Hold Harmless Agreement Community Center Rental

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

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

\_\_\_\_\_  
General Manager  
Helendale CSD

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



# Helendale Community Services District

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Date: December 6, 2018  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
SUBJECT: Agenda item #6  
Discussion and Possible Action Regarding Annual Election of Officers

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**STAFF RECOMMENDATION:**

This matter is at the discretion of the Board.

**STAFF REPORT:**

The Election of Officers occurs at the first meeting of December in non-election year and within 45 days of an election in election years. Because the Board was unopposed in the recent election the election of officers has been scheduled for the first meeting in December.

The Board process for the annual selection of officers is outlined in Resolution 2018-15: *A Resolution of the Board of Directors of the Helendale Community Services District Establishing Policies for Its Relations Among Directors and With Staff*. The resolution is attached for the Board's reference.

Election of officers is an administrative event discussed by the Board of Directors on an annual basis. The Board is to select the presiding officer and the two additional officers each year. The Board currently has three officers: President, Vice-President and Secretary.

The current Board officers are:

President – Ron Clark  
Vice-President – Tim Smith  
Secretary – Sandy Haas

President Clark has served in this capacity since December 2016 prior to that President Keoshkerian served as Board President from 2009 until his resignation in 2016. During last year's election of officers a Board member had mentioned discussing term limits on officers. If the Board wishes do contemplate such a policy this year, upon input staff can re-agendize this item for the next Board meeting. If the Board would like to discuss such a policy at a later date then it can be brought back after the first of the year.

To comply with current policy the Board must elect officers no later than the December 20<sup>th</sup> meeting which is the 44<sup>th</sup> day after the election.

**FISCAL IMPACT:**

None



## **RESOLUTION NO. 2018-05**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HELENDALE COMMUNITY SERVICES DISTRICT ESTABLISHING POLICIES FOR ITS RELATIONS AMONG DIRECTORS AND WITH STAFF**

**WHEREAS**, the Board of Directors of the Helendale Community Services District finds as follows:

A. The Helendale Community Services District ("the District") is a community services district organized and operating pursuant to California Government Code Section 61000 et seq.

B. The District is governed by an elected Board of Directors ("Board") whose meetings are subject to the requirements of the Ralph M. Brown Act, California Government Code Section 54950 et seq. ("the Brown Act"), pursuant to California Government Code Section 61044.

C. The Board adopted Ordinance No. 2015-01 on November 5, 2015, establishing revised guidelines for the conduct of its public meetings and activities and imposing requirements upon itself which allow greater access to its meetings than prescribed by the Brown Act.

D. The purpose of this Resolution is to supplement Ordinance No. 2015-01 and to ensure that the Board's deliberations are conducted honorably and that its activities are performed in a manner that reflects a dedication to the highest standards of integrity so as to continue to earn the trust and confidence of the public served by the District.

**THEREFORE, THE BOARD OF DIRECTORS** of the Helendale Community Services District does hereby adopt and ordain as follows:

Section 1. **RELATIONS BETWEEN DIRECTORS.**

1.1. **Duties.** The Board shall govern the District. The Board shall establish policies for the operation of the District. The Board shall provide for the implementation of those policies which is the responsibility of the District's General Manager. All members of the Board shall exercise their independent judgment on behalf of the entire District, including the residents, property owners, and the public as a whole to further the purposes and intent of the District.

1.2. **Officers.**

1.2.1. Within 45 days after each general district or unopposed election, the Board shall meet and elect the officers of the Board. In a year in which there is no general



election the Board shall hold an election at the first meeting in December.

1.2.2 The officers of the Board are the **President, Vice-President and Secretary**. The President shall preside over meetings of the Board and the Vice-President shall serve in the President's absence or inability to serve.

1.2.3 No other special duties, actions, tasks, or privileges are bestowed to the above positions. The President and Vice President (or any member of the Board) will not take unilateral actions binding the rest of the Board, without prior approval or authorization of the Board - including the issuance of letters, reports, documents or contracts, implied or otherwise, to outside parties. No Board Officer (or Member) shall appear as the Board Representative at any private or public functions.

1.2.4 The Board may create additional offices and elect members to those offices, provided no members of the Board shall hold more than one office.

1.3. **Parliamentary Procedure.**

1.3.1. A majority of the total membership of the Board shall constitute a quorum for the transaction of District business. Except as otherwise specifically provided by law, a majority of the total membership of the Board is required for the Board to take action. The Board shall act only by ordinance, resolution, or motion. The minutes of the Board shall record the yes and no votes taken by the members of the Board for the passage of all ordinances, resolutions, or motions. The Board shall keep a record of all its actions, including financial transactions.

1.3.2. Meetings of the Board shall be subject to the Brown Act and Ordinance No. 2015-01 (as may be amended from time to time). Robert's Rules of Order shall provide general guidance for the conduct of the Board's business, except where otherwise provided by law, ordinance, resolution, or motion of the District, or otherwise inconsistent with the intent of the Board. The Board President (or committee chair) will rule on all matters of procedure, with the advice of Legal Counsel.

1.4. **Personal Conduct.** The business of the District is a team effort. All Board members commit to working together in a collaborative manner, assisting each other in conducting the affairs of the District. Directors commit to conducting themselves with courtesy to each other, to staff, and to members of the audience present at Board meetings. Directors shall defer to the President concerning the conduct of Board meetings, but shall be free to question and discuss items on the agenda. In turn, the Board President shall not exercise the privileges of the office in such a manner as to unfairly advance his or her own agenda / personal opinions or unduly prejudice the positions of other Board members. When responding to requests and concerns from the public and other District customers, Board members commit to be courteous, responding to individuals in a positive manner and routing their questions through appropriate channels and to responsible management personnel. Board members commit to develop a working relationship with the District's General Manager wherein current issues, concerns, and District projects can be discussed comfortably and openly. Board members should function as a part of the whole. All issues must be brought to the attention of the entire Board, rather than to individual members selectively; unilateral actions by a Board Officer or any Director, binding the entire Board, must be avoided and shall be subject to possible Board discipline. Board members are responsible for monitoring the District's progress in attaining its goals and objectives, while pursuing its mission.

1.5. **Communication of Views and Positions.** The Board is committed to providing excellence in legislative leadership necessary to furnish the highest quality of government services to the public and to the District's customers. In order to achieve this goal, cooperative interaction between and among Board members is encouraged. As such, the following rules shall be observed:

1.5.1. The dignity, style, values, and opinions of each Board member shall be respected. Responsiveness and attentive listening in communication is encouraged.

1.5.2. The needs of the public and the District's customers should be the priority of the Board.

1.5.3. Board members commit themselves to emphasizing the positive, avoiding double talk, hidden agendas and negative forms of interaction.

1.5.4. Board members commit themselves to focusing on issues and not personalities. The presentation of the opinions of others should be encouraged. Cliques and voting blocks based on personalities rather than issues will be avoided.

1.5.5. Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinions in a constructive and forthright manner. However, once the Board has taken action, individual Board members commit to support said action and not create barriers to the implementation thereof or pursue defeated issues independently.

1.5.6. The Presiding Director will not undermine the Board Agenda; further, he/she will not make opening statements on an agenda item in an attempt to shape or frame the debate. The Director initiating the Agenda item will be allowed to speak first and make a motion, to be seconded and opened for discussion. All Board discussion will proceed with no time frame attached. All Board comments will start to the immediate right of the Director forming the motion and will proceed orderly, Director to Director, until comment ceases, at which time a call will be made to cast votes.

1.6. **Board Discipline.** In the exercise of its discretion, the Board, by affirmative vote of four (4) of its members, may censure any of its members for a period of time deemed appropriate by said supermajority of the Board. Unless otherwise prohibited by law, the maximum penalty that may be imposed upon the censured member by said supermajority of the Board during the period of such censure shall be the following:

1.6.1. The suspension of all spending of District funds by the censured Board member and of all reimbursement from District funds of any costs incurred by the censured Board member, unless otherwise allowed by the Board.

1.6.2. The removal of the censured Board member from service as an officer of the Board, and/or on all committees and other assignments on behalf of the District and/or the Board, unless subsequently authorized by the Board.

1.6.3. The withholding of all compensation by the District to the censured Board member except as otherwise allowed for attending meetings of the Board and other meetings subsequently authorized by the Board.

Section 2. **RELATIONS WITH STAFF.**

2.1 **General Manager.**

2.1.1. The Board shall appoint a General Manager for the District. The General Manager shall serve at the pleasure of the Board. The Board shall set the compensation for the General Manager. The Board may require that the General Manager be bonded. The District shall pay the cost of the bonds.

2.1.2. The General Manager shall be responsible for all of the following:

- a. The implementation of the policies established by the Board for the operation of the District;
- b. The appointment, supervision, discipline, and dismissal of the District's employees, consistent with the employee relations system established by the Board;
- c. The supervision of the District's facilities and services; and
- d. The supervision of the District's finances.

2.1.3 The General Manager is the Board's primary link to operational achievement and conduct of the District, so that all authority and accountability of staff, as far as the Board is concerned, is considered the authority and accountability of the General Manager.

2.1.4 No individual Board Member, including any Officer, shall dictate policies to the General Manager, interfere with or disrupt his/her work (or the work of any District staff or contract employee). Board Member visit/discussion hours or appointment schedules designated by the General Manager shall be strictly adhered to.

2.2. **Treasurer.** The Board shall appoint a District Treasurer for the District. The Board may appoint the same person to be the General Manager and the District Treasurer. The District Treasurer, shall serve at the pleasure of the Board. The Board shall set the compensation of the District Treasurer. The Board shall require the District Treasurer, to be bonded. The District shall pay the cost of the bonds.

Section 3. **ANNUAL REVIEW.**

Each year the Board shall review this Resolution to determine its effectiveness and the necessity for its continued operation. The District's General Manager shall report to the Board on the operation of this Resolution, and make any recommendations deemed appropriate, including proposals to amend the Resolution. Upon conclusion of its review, the Board may take any action it deems appropriate concerning this Resolution. Nothing herein shall preclude the Board from taking action on the Resolution at times other than upon conclusion of the annual review.

Section 4. **SEVERABILITY.**

If any provision of this Resolution, or the application thereof to any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this Resolution, which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 5. **EFFECTIVE DATE.**

The provisions of this Resolution shall supersede and rescind Resolution No. 2011-07 adopted by the District's Board of Directors on July 21, 2016, and shall take effect immediately upon adoption.

Approved and Adopted this 15th day of February, 2018.

AYES:

NOES:

ABSTAIN:

ABSENT:

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Ron Clark, President, Board of Directors

ATTEST:

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Sandy Haas, Secretary, Board of Directors