



SPECIAL BOARD MEETING
Thursday, June 27, 2024, at 6:00 PM

SPECIAL NOTICE OF TELECONFERENCE ACCESSIBILITY

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

Pursuant to Government Code Section 54953(b), Director Haas will attend the meeting via teleconference; location at 26454 Edgewater Lane, Helendale, CA 92342

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

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

2. Approval of Agenda

3. Public Participation

Anyone wishing to address any matter pertaining to District business listed on the agenda or not, may do so at this time. However, the Board of Directors may not take action on items that are not on the agenda. The public comment period may be limited to three (3) minutes per person. Any member wishing to make comments may do so by filling out the speaker's card in person or using the "raise the hand" or "chat" feature. If viewing remotely a speaker's card may be

Call to Order - Pledge of Allegiance

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

4. Consent Items

- a. Approval of Minutes: Regular Board Meeting of June 6, 2024
- b. Bills Paid Report

5. Reports

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

Regular Business:

6. Public Hearing Public Hearing to Receive Comments and Possible Adoption of Resolution 2024-09: A Resolution of the Helendale Community Services Board of Directors Determining that there was No Majority Protest to Proposed Increases to Refuse Collection Service Charges and Adopting a Rate Schedule for Such Charges and Superseding Existing Applicable Rates
7. Discussion and Possible Action Regarding Approval of a Professional Services Agreement with Silver Lakes Landscaping to Provide Park and Facility Maintenance Services

8. Discussion and Possible Action Regarding Purchase of a Fine Bar Screen with Washer/ Compactor Combo
9. Discussion and Possible Action Regarding Purchase of a Woodchipper with Grant Proceeds
10. Discussion and Possible Action Regarding Update on Funding from Congressman Olberholte's Set Aside for Wastewater Engineering and Environmental Work

Other Business

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

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



Helendale Community Services District

Date: June 27, 2024
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #1
Discussion and Possible Action Regarding Director Remote Participation Pursuant to AB2449 (Government Code Section 54953(f))

NOTIFICATION OF REMOTE BOARD MEETING ATTENDANCE

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

JUST CAUSE

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

Just Cause means any of the following:

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

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

EMERGENCY CIRCUMSTANCES

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

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

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



Helendale Community Services District

Date: June 27, 2024
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #4
Consent Items

CONSENT ITEMS

- a. Approval of Minutes: June 6, 2024, Regular Board Meeting
- b. Bills Paid Report



Helendale Community Services District

Date: June 27, 2024
TO: Board of Directors
FROM: Kimberly Cox, General Manager
BY: Cheryl Vermette
SUBJECT: Agenda item #4a
Minutes from Regular Board meeting 6/6/2024



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

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

ATTENDANCE

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

Pursuant to Government Code Section 54953(b), Director Haas attended the meeting via teleconference; located at 26454 Edgewater Lane.

Staff Members Present

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

Consultants/Guests

Steven Kennedy, Legal Counsel – Zoom

Members of the public

There was one member of the public attending in person.

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

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

Discussion None

2. APPROVAL OF AGENDA

Discussion None.

Motion Vice President Clark made a motion to approve the agenda as presented.

Second Director Guinn

Vote

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

3. PUBLIC PARTICIPATION

None

CONSENT ITEMS

4. CONSENT ITEMS

- a. Approval of Minutes: Regular Board Meeting for May 16, 2024
- b. Bills Paid Report

Discussion None

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

Second Vice President Clark

Vote

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

5. REPORTS

- a. Directors' Reports

Director Guinn reported that the CERT twenty people signed up for the CERT class. She also reported that planning for Helendale Night Out has begun. The CERT team is working on getting materials from the Office of Emergency Services. President Spiller reported that the farmers market attendance was sparse. He requested that the market stay open a little later. He also requested a swamp cooler or fan for Unit D.

REGULAR BUSINESS

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

Discussion:

Motion Director Cardenas made the motion to approve the Director's expense reports.

Second Director Guinn

Vote

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

7. Discussion Only Regarding Proposed Solid Waste Rate Increase

Discussion Tonight is the public meeting to receive information from Staff and Burrtec as well as to receive comments from residents/customers. This is the first step in a two-step process. The second part will occur on June 27th, which will be the public hearing to receive comments and the Board will make a determination.

Burrtec has the exclusive franchise to provide waste services in Helendale. Each year, Burrtec presents the CPI increase for solid waste pick up services. Other fees are based upon actual program costs. The contract requires notice no later than April 1st. Section 10.05 outlines the annual formula-based compensation adjustment. The CPI adjustment effective 7/1/2020 was 3.07%; effective 7/1/2021 was 1.87%; effective 7/1/2022 was 5.76%; effective 7/1/2023 was 8.7% and effective 7/1/2024 was 4%. The contract caps the CPI at 4%. The cap only applies to the service component fee of the rate. This presentation addresses primarily the residential rates. Current customers will receive a \$0.40 reduction/month. The annexation area customers will realize an increase of \$1.38 over current rates. Helendale's proposed rates are less than County's proposed rates that were released this week (\$0.63 to \$6.33). Bin customers will see increases that vary based upon size and type of service. Commercial rates are included in the agenda material. The SB 1383 waiver was granted until 2028 which resulted in rate reductions for current customers. The food waste bin was removed on 4/30. Residents are to dispose of food waste in their trash bin. We are hoping for legislation in the future that will exclude rural communities. Costs for SB1383 compliance that were added last year were removed or significantly reduced. The \$0.16 fee for food waste servicing was removed and a credit of \$0.10 was added; the \$0.19 for processing food waste was removed and a credit of \$0.12 was added; the \$0.59 for program compliance was reduced to \$0.14 to cover software; the \$0.40 for District compliance was eliminated. Recycling costs increased from \$1.28 to \$1.42. The curbside pickup and admin fee was increased by the CPI. The green waste and Prop 218 fees remain the same. Residential bin rates are made up of pick-up service, tipping/disposal fees (as applicable), franchise fees, and Burrtec's cost to recover 50% of the 2023 CPI. Commercial rates vary widely but include pick up service, tipping/disposal fees (as applicable), franchise fees, and AB341, AB1826 and SB1383 compliance. Annexation customers will be added for the transition on 7/1. There are approximately 60 residential cart customers and 24 residential bin customers. Burrtec will work with District Staff to ensure a seamless transition. At this meeting the Board received no public comments.

8. Public Hearing to Receive Comments and Possible Adoption of Resolution 2024-07: A Resolution of the Board of Directors of the Helendale Community Services District Approving and Adopting the FY2025 Annual Budget and Authorizing Appropriations Therefrom

Discussion President Spiller opened the public hearing at 6:40 pm. The budget development process occurs over many public meetings. The mid-year FY2023 Budget Review was held on 2/1; the review of Capital Improvement Plans were discussed on 2/15, 3/14, 3/21; the cost of living adjustment was discussed on 3/14; the organizational chart/pay ranges was discussed on 4/18; the draft budget workshop

was held on 4/25; and budget adoption was held on 6/6. The budget provides information about the District and relevant policies related to the District's fiscal responsibilities/legal compliance. The enterprise funds include water, wastewater, and solid waste; the governmental funds include the recycling center, rental property, park & rec and the administration department. The budget is a planning tool. Monthly financials provide regular updates on performance. The capital improvement plan is included in the budget. Projects over the general manager's signing authority are brought to the Board for approval. Approval of the budget authorizes the expenditures of funds as outlined. Expenditures must be consistent with applicable laws and policies (i.e. Purchasing policy and Prevailing wage). Key Take-aways included a CPI of 3.5% has been factored in; contract for maintenance is anticipated; there is an overall reduction in staffing of 1.6 FTE over the last budget; benefits remain the same; all funds balance; the capital improvements are not factored into the budget (and are funded from excess revenues and reserve funds as needed). General Manager Cox presented a chart showing the number of full-time equivalent employees from FY 2020 – FY 2025 and a chart showing revenue, expenditures, capital improvement costs and the balance of each fund. Each fund was then discussed in greater detail.

President Spiller Closed the public hearing at 7:08 pm, there were no comments from the public.

Motion Vice President Clark made the motion approve adopt Resolution 2024-07, approving the fiscal year 2025 annual budget and authorizing expenditures therefrom and allowing Staff to make certain non-substantive changes.

Second Director Guinn

Vote

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

9. Discussion and Possible Adoption of Resolution 2024-08: A Resolution of the Board of Directors of the Helendale Community Services District Establishing the Appropriations Limit for Fiscal Year 2025 Pursuant to Article XIII B of the California State Constitution

Discussion Adoption of the appropriations limit is an annual requirement under Article XIII B of the California Constitution. This limit sets the amount of taxes and assessments that can be collected by a local government agency. Each year the limit is adjusted for population growth and for CPI changes. The California Department of Finance provided the following: Per capita Income (CPI) = 3.62%; Population Growth Factor = 0.02%. The factor was applied to the \$935,693 limit amount from FY2024. The new limit for FY25 is \$988,956 (increased by \$53,263). The total FY2025 estimated taxes and assessments is \$597,235. The District's taxes and assessments are \$391,721 below the voter approved limit. The District will not exceed the maximum limit. Any funds collected over the limit are required to be refunded to the taxpayers via a change in the tax rate over the following two years.

Motion President Spiller made the motion adopt Resolution 2024-08 establishing the appropriations limit for fiscal year 2025, pursuant to Article XIII B of the California State Constitution.

Second Director Cardenas

Vote

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

OTHER BUSINESS

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

11. Adjournment

President Spiller adjourned the meeting at 7:16 pm.

Henry Spiller, President

Cheryl Vermette, Clerk of the Board

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



Helendale Community Services District

DATE: June 27, 2024
TO: Board of Directors
FROM: Kimberly Cox, General Manager
BY: Sharon Kreinop, Senior Account Specialist
SUBJECT: Agenda item #4b
Consent Items: Bills Paid and Presented for Approval

STAFF RECOMMENDATION

Updated Report Only. Receive and File

STAFF REPORT:

Staff issued 47 checks and 20 EFT's totaling \$313,922.95

Total Cash Available:	<u>06/24/24</u>	<u>06/03/24</u>
Cash	\$ 8,238,665.01	\$ 8,518,054.82
Checks/EFT's Issued	\$ 313,922.95	\$ 234,889.10

INVESTMENT REPORT:

The Investment Report shows the status of the invested District funds. March 2024 interest rates were 5.4015% for CA Class, and 4.332% for LAIF. Interest earned June 2024 on CA Class account was 9,145.86.



Helendale CSD

Bills Paid and Presented for Approval

Transaction Detail

Issued Date Range: 06/04/2024 - 06/24/2024

Cleared Date Range: -

Issued Date	Number	Description	Amount	Type	Module
Bank Account: 211102187 - CBB Checking					
06/19/2024	26900	Reverse Refund Check RUDOLPH BLANCO	332.26	Check Reversal	Utility Billing
06/06/2024	27900	Void Check	0.00	Check	Accounts Payable
06/06/2024	27901	Void Check	0.00	Check	Accounts Payable
06/06/2024	27902	California State Disbursement Unit	-230.76	Check	Accounts Payable
06/06/2024	27903	State of California - Franchise Tax Board	-150.00	Check	Accounts Payable
06/06/2024	27904	AVCOM Services Inc.	-70.00	Check	Accounts Payable
06/06/2024	27905	Business Card	-21,586.88	Check	Accounts Payable
06/06/2024	27906	Christopher P. Farmer	-1,950.00	Check	Accounts Payable
06/06/2024	27907	Citizens Business Bank	-101,312.38	Check	Accounts Payable
06/06/2024	27908	Frontier Communications	-160.96	Check	Accounts Payable
06/06/2024	27909	Houston & Harris	-16,244.50	Check	Accounts Payable
06/06/2024	27910	Mobile Occupational Services, Inc.	-90.00	Check	Accounts Payable
06/06/2024	27911	Online Information Services, Inc	-44.18	Check	Accounts Payable
06/06/2024	27912	Parkhouse Tire, Inc.	-195.12	Check	Accounts Payable
06/06/2024	27913	Plumbers Depot Inc.	-1,235.25	Check	Accounts Payable
06/06/2024	27914	Print Mart	-64.60	Check	Accounts Payable
06/06/2024	27915	Sierra Analytical Labs, Inc	-80.00	Check	Accounts Payable
06/06/2024	27916	True Liberty Protection Services Inc.	-825.02	Check	Accounts Payable
06/06/2024	27917	Zenith National Insurance Company	-5,781.00	Check	Accounts Payable
06/12/2024	27918	Beck Oil Inc	-708.33	Check	Accounts Payable
06/12/2024	27919	Beck Oil Inc	-2,762.94	Check	Accounts Payable
06/12/2024	27920	Cheryl Vermette	-2,920.00	Check	Accounts Payable
06/12/2024	27921	Choice Builder	-1,138.12	Check	Accounts Payable
06/12/2024	27922	Craig Carlson	-3,685.13	Check	Accounts Payable
06/12/2024	27923	Culligan Water Conditioning	-374.83	Check	Accounts Payable
06/12/2024	27924	CWEA/DAMS	-221.00	Check	Accounts Payable
06/12/2024	27925	Frontier Communications	-88.57	Check	Accounts Payable
06/12/2024	27926	Infosend, Inc	-2,032.84	Check	Accounts Payable
06/12/2024	27927	Rebecca Gonzalez	-330.00	Check	Accounts Payable
06/12/2024	27928	Silver Lakes Hardware	-119.67	Check	Accounts Payable
06/07/2024	27929	VINCENT SMITH	-553.04	Check	Utility Billing
06/07/2024	27930	ROSA MARIA ANZUIRES	-359.44	Check	Utility Billing
06/07/2024	27931	ANDRE J. DELATTE	-241.99	Check	Utility Billing
06/18/2024	27932	California State Disbursement Unit	-230.76	Check	Accounts Payable
06/18/2024	27933	State of California - Franchise Tax Board	-150.00	Check	Accounts Payable
06/20/2024	27934	ACI Payments, Inc	-56.40	Check	Accounts Payable
06/20/2024	27935	Cal Fire	-454.16	Check	Accounts Payable
06/20/2024	27936	Cardmember Services	-683.11	Check	Accounts Payable
06/20/2024	27937	County of San Bernardino, Environmental Health Services	-396.00	Check	Accounts Payable
06/20/2024	27938	Frontier Communications	-65.79	Check	Accounts Payable
06/20/2024	27939	Helendale Community Services District	-289.67	Check	Accounts Payable
06/20/2024	27940	Heritage Victor Valley Medical Group	-70.00	Check	Accounts Payable
06/20/2024	27941	Lowe's Inc.	-2,237.80	Check	Accounts Payable
06/20/2024	27942	Shavon Aviles	-675.46	Check	Accounts Payable
06/20/2024	27943	Verizon Wireless	-866.55	Check	Accounts Payable
06/20/2024	27944	Verizon Wireless	-168.64	Check	Accounts Payable

Bank Transaction Report

Issued Date	Number	Description	Amount	Type	Module
06/20/2024	27945	DXP Enterprises, Inc	-69,329.46	Check	Accounts Payable
06/20/2024	27946	Aqua Metrics Sales Company	-3,051.48	Check	Accounts Payable
06/13/2024	EFT0005006	SW Gas ACH WWTP Acct # 910000010195	102.94	EFT Reversal	General Ledger
06/13/2024	EFT0005006	SW Gas ACH WWTP Acct # 910000010195	-102.94	EFT	General Ledger
06/10/2024	EFT0005032	SW Gas Water Shop Acct # 910001037540	-11.00	EFT	General Ledger
06/10/2024	EFT0005033	SW Gas ACH 4-Plex Acct # 910000817466	-134.57	EFT	General Ledger
06/10/2024	EFT0005034	SW Gas Community Center 910000010177	-19.71	EFT	General Ledger
06/10/2024	EFT0005035	SW Gas ACH WWTP Acct # 910000010195	-25.00	EFT	General Ledger
06/05/2024	EFT0005040	SCE ACH WWTP & Wells 3,4 & 1 Acct 700547354472	-21,396.73	EFT	General Ledger
06/11/2024	EFT0005041	ACH Water Shop SCE Acct 700453074415	-100.88	EFT	General Ledger
06/11/2024	EFT0005042	SCE ACH 4-Plex Acct 700392338368	-416.97	EFT	General Ledger
06/08/2024	EFT0005044	To record CalPERS Health Premium	-19,282.28	EFT	General Ledger
06/07/2024	EFT0005045	CalPERS 457 Pmt PPE 6/2/24	-4,533.54	EFT	General Ledger
06/13/2024	EFT0005046	SW Gas ACH WWTP Acct # 910000010195	-102.94	EFT	General Ledger
06/13/2024	EFT0005046	SW Gas ACH WWTP Acct # 910000010195	102.94	EFT Reversal	General Ledger
06/10/2024	EFT0005049	To record Sales Tax Pmt # 2 - 2nd Quarter	-1,788.26	EFT	General Ledger
06/17/2024	EFT0005053	CalPERS Classic Pmt PPE 5/1924	-9,218.93	EFT	General Ledger
06/17/2024	EFT0005054	CalPERS PEPR A Pmt PPE 5/19/24	-2,617.21	EFT	General Ledger
06/24/2024	EFT0005063	SCE Street Lighting Acct # 700013030275	-1,748.85	EFT	General Ledger
06/20/2024	EFT0005065	SCE ACH Park Wellheads Acct 700448234519	-476.72	EFT	General Ledger
06/21/2024	EFT0005068	CalPERS 457 Pmt PPE 6/16/24	-4,475.16	EFT	General Ledger
06/10/2024	EFT0005069	To record Tasc Flex Claim Pmt PPE 6/2/24	-889.55	EFT	General Ledger
06/04/2024	EFT0005070	To record Paymentech CC Fees Acct Ending 9479	-627.14	EFT	General Ledger
06/04/2024	EFT0005071	To record Paymentech Fees Acct Ending 6621	-2,210.88	EFT	General Ledger
			Bank Account 211102187 Total: (70)		-313,922.95
				Report Total: (70)	-313,922.95

Summary

Bank Account

[211102187 CBB Checking](#)

Count	Amount
70	-313,922.95
Report Total:	-313,922.95

Cash Account

****No Cash Account****

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

Count	Amount
2	0.00
68	-313,922.95
Report Total:	-313,922.95

Transaction Type

Transaction Type	Count	Amount
Check	47	-244,281.83
Check Reversal	1	332.26
EFT	20	-70,179.26
EFT Reversal	2	205.88
Report Total:	70	-313,922.95

Master Card Apr 17- May 16, 2023										
Acct #	Description	Charges	Charges	Charges	Charges	Charges	Charges	Charges	Charges	Totals
01-524500	HDMWA Class / Tri State Seminar (CC, BJ & RC)	275.00	457.00	49.00	99.44	99.44	99.44			979.88
01-545000	Vactor Fuel Pump	291.80								291.80
01-545001	Fuel Unit 201	93.12								93.12
01-541000	Parts for Hydrant Diffuser / Air Valves for Water Truck	154.94	225.72							380.66
01-553000	Security System / Operating Supplies/ Lunch w/ Contractors & Staff	4,861.44	58.18	75.37	108.73	80.79	61.90	34.24		5,280.65
02-524500	CSDA Leadership Summit & Hotel / Tri State Seminar Hotel	775.00	118.59	198.00	775.00	99.44	118.59			2,084.62
02-545000	Power Steering Fluid	14.12								14.12
02-553000	Security System / Operating Supplies	2,821.74	58.18							2,879.92
03-553000	Security System / Operating Supplies	79.06	750.76	119.22	58.18					1,007.22
03-556800	Employee Incentive Gift Cards	363.34								363.34
05-541000	Parts for Sprayer	210.42								210.42
05-541000-00-3	R/O Filters	372.54								372.54
05-550003	Soccer Uniforms / Balls	54.94	259.24	358.44	22.03	17.43		643.82	127.40	1,483.30
05-553000	Operating Supplies	58.19								58.19
06-553555	Earth Day Food	32.29	17.85							50.14
10-522505	Lunch Meeting / Annual CSDA Conference (Dir HS & Dir GG)	50.85	775.00	42.96	775.00					1,643.81
10-522510	Board Mtg. Pizza / Cupcakes / Water	54.49	4.99	5.79						65.27
10-524500	Annual CSDA Conference (KC)	775.00								775.00
10-553000	Office Supplies / Printer / Security System	9.15	7.29	209.02	201.13	20.46	421.38	1,360.21	58.19	2,286.83
10-553200	15 Rolls 4-Ever Stamps	1,022.35								1,022.35
10-556800	Drinks & Food for Garrett's Baby Shower	32.45	211.25							243.70
Total Due										21,586.88
Due 6/12/24		Staff Key:	KC	AA	CC	CV				

DCB Visa Statement 6/2/24

Acct #	Description	Charges	Charges	Charges	Charges	Charges	Totals
02-545000	LED Truck Light	29.35					29.35
02-553000	Sewer Gloves	75.39					75.39
02-554600	Pipe Wrenches	228.34					228.34
05-550003	Iron on Tape for Logos	5.70					5.70
10-5225810	Fratelli's Pzza / Water	27.36	5.79				33.15
10-526601	Public Notices	170.00					170.00
10-553000	Credit Card Machine Receipt Tape	116.18					116.18
10-556800	CV Birthday Gft Card	25.00					25.00
Total	Staff Key:	KC	AA	CV			683.11

Due 6/28/24



Helendale Community Services District

Date: June 27, 2024
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #6

Public Hearing to Receive Comments and Possible Adoption of Resolution 2024-09: A Resolution of the Helendale Community Services Board of Directors Determining That There Was No Majority Protest to Proposed Increases to Refuse Collection Service Charges and Adopting a Rate Schedule for Such Charges and Superseding Existing Applicable Rates

STAFF RECOMMENDATION:

None.

STAFF REPORT:

As of the date of preparation of this staff report there have been no written protests received.

Staff has circulated the rate increase notification per direction given at the April 18th Board meeting related to the rate increase requested by the solid waste franchisee, Burrtec. The process includes a public meeting that was held on June 6 and a Public Hearing held July 27, in which affected residents and rate payers can attend to learn additional information and ask any questions they may have and protest the rate increase in writing any time up the adoption of the proposed Resolution.

The contract terms with Burrtec include and upper threshold for the annual CPI increase at 4%. The Board directed that the CPI of 4% be included in the rate notification that has been circulated amongst all rate payers. Due to the waiver the District received related to SB1383 Organics Diversion, most residential customers will receive a reduction of \$0.40 per month. The exception to this reduction are the customers in the annexation area who will actually realize an increase of \$1.38 over their current solid waste rates for residential curb side cart service. In addition, all residential bin and commercial customers will realize an increase based upon level and type of services. These increases were outlined in the mailed notification.

Attached to this staff report is a copy of the rate increase notification that was mailed to each affected rate payor noticing the public meeting for June 6, and the public hearing scheduled for June 27. This is in compliance with Proposition 218 that requires specific notification related to the contemplation of rate increases.

All of the solid waste rate components are outlined below.

RATE COMPONENTS:

The current residential rate includes the following components: (1) a cost for the weekly curbside pick up service; (2) a recycling fee; (3) an administration fee paid to the District for billing, customer services, bulky item pickup and can delivery; (4) a franchise fee that is paid to the District by Burrtec for the exclusive franchise to provide service within District boundaries; (5) the cost of residential disposal at the land fill if not otherwise paid on the tax rolls; (6) a fee for the disposal of green waste from the drop off program; and (7) a recovery fee to cover the prior year’s cost of the Proposition 218 rate increase notifications that the District is required to mail prior to rate hearing.

RECYCLING COSTS:

Recycling costs cover the expense to process the material in the blue recycling carts. The value of the recycled materials is used to offset the operation of the Materials Recovery Facility (MRF) located in Victorville that processes the contents of the recycling barrels. Recycling costs increase and decrease based upon the recycled goods commodities market. In FY22 the rate was \$1.84; in FY23 it was \$1.20. For FY 24 it was \$1.28 and for FY 25 the monthly recycling fee is \$1.42.

RATE INCREASE:

The breakdown for the residential CPI of 4% and other related increases are represented in the chart below. Commercial rates vary significantly and are represented in the attached notice.

Fee	Current	Proposed	Difference
Cart service w/ESFR	19.32	20.09	0.77
Recycling Fee	1.28	1.42	0.14
Admin Billing Fee	2.76	2.87	0.11
218 Fee	0.08	0.08	0.00
Franchise Fee	2.70	2.70	0.00
SB 1383 Drop off Program Service	0.16	-0.10	-0.26
SB 1383 Drop Off Processing	0.19	-0.12	-0.31
SB1383 Compliance & Reporting	0.59	0.14	-0.45
SB1383 District Compliance & Reporting	0.40	0.00	-0.40

-\$.40

The exception to the costs enumerated above, as outlined in the notification, is the estimated cost increase to the customer in the annexation area who will realize an estimated increase of \$1.38 per month for residential cart service.

FISCAL IMPACT: Increases and decreases as outlined in the staff report.

POSSIBLE MOTION: Adopt Resolution 2024-09 determining that that was no majority protest.

ATTACHMENTS: Resolution 2024-09
Solid Waste Rate Notification



RESOLUTION NO. 2024-09

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

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

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

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

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

WHEREAS, the First Amendment to the Franchise Agreement entered into with Burrtec on or about June 17, 2021, established a rate schedule for the refuse collection service charges for the Solid Waste Services, subject to potential annual adjustment in an amount equal to the calendar year annual twelve-month mean average change in the Consumer Price Index for All Urban Consumers for the Riverside-San Bernardino-Ontario Area as published by the United States Department of Labor, Bureau of Labor Statistics, for the previous calendar year annual twelve-month period (“CPI”).

WHEREAS, pursuant to the Franchise Agreement, Burrtec submitted to the District a written request not later than April 1, 2024, for a CPI-based rate adjustment of 4 percent to the refuse

collection service charges for Residential Cart Solid Waste Services resulting in an increase to customers in the annexation area of **\$1.38** per month for residential customers based upon current rates and a reduction of **\$0.40** cents for current customers.

WHEREAS, the cost of processing residential recycled materials and the value to resell such items for beneficial use has slightly increased over the past year, resulting in an increase of **\$0.14** cents per month.

WHEREAS, the cost of hauling green waste has remained the same at **\$0.37** cents per month.

WHEREAS, additional cost components have been removed or reduced due to the mandates of SB1383, the Climate Pollution Reduction Act, and the waiver granted that initially included a drop-off program service fee, a drop-off processing fee and a compliance and reporting fee for the District that have all be removed. A compliance and reporting fee for Burrtec has been reduced to **\$0.14** per month.

WHEREAS, the District is allowed to collect certain administrative fees in relation to residential cart service for billing and processing residential solid waste customer payments and other related cost increase of **\$0.11** cents, in addition to a franchise fee that has not changed, and the costs of printing and postage to mail notifications remains unchanged for a total cost increase of **\$1.38** per residential customer's in the annexation area per month over the current County rate or **\$16.56** per year.

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

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

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

WHEREAS, the amount of the rates and charges hereby adopted do not exceed the minimum amount necessary, less other sources of revenue including but not limited to taxes other exempt charges, grants, and state or federal funds, to cover the actual costs for the corresponding services provided by the District, and therefore the fees imposed hereby satisfy the fee requirements under Government Code Section 54999.7 and do not qualify as a "tax" under Article XIII C, Section 1(e) of the California Constitution or Section 50076 of the California Government Code, and the actions taken herein are exempt from the additional notice and public meeting requirements of the Brown Act pursuant to Government Code Section 54954.6(a)(1)(A) and (B).

WHEREAS, the District has satisfied all of the substantive and procedural prerequisites of Articles XIII C and XIII D of the California Constitution in establishing the rates and charges set forth herein, including but not limited to, the identification of the parcels upon which the rates and charges will be imposed; the calculation of the rates and charges; the mailing of written notice to the record owners of each parcel upon which the rates and charges will be imposed describing the

amount thereof, the basis upon which the rates and charges were calculated, the reason for the rates and charges, and the date, time, and location of the public hearing to be held thereon; and the conducting of a public hearing on the rates and charges not less than 45 days after mailing the notice during which all protests against the fee were considered.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Helendale Community Services District does hereby resolve and determine that the written protests against the rates and charges set forth herein that were received by the District prior to the close of the public hearing hereon represented less than a majority of the parcels subject to the rates and charges set forth below and, thus, the District’s Board of Directors further finds that the public interest and necessity requires the adoption of the following rates and charges for Solid Waste Services, as well as affirmation and ratification of all prior rates and charges previously approved and/or adopted by the District’s Board of Directors:

SECTION 1. REFUSE COLLECTION SERVICE CHARGES

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

SECTION 2. GENERAL MANAGER AUTHORITY

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

SECTION 3. EFFECTIVE DATE

This Resolution shall take effect on July 1, 2024, and shall supersede any and all prior resolutions and ordinances applicable to the District only to the extent expressly inconsistent with the terms hereof.

APPROVED AND ADOPTED by the Board of Directors of the Helendale Community Services District at a special meeting held on June 27, 2024, by the following vote:

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

By:

Henry Spiller, President

Attest:

Clerk of the Board

RATE COMPONENTS:

The current residential rate includes the following components: (1) a cost for the weekly curbside pick up service; (2) a recycling fee; (3) an administration fee paid to the District for billing, customer services, bulky item pickup and can delivery; (4) a franchise fee that is paid to the District by Burrtec for the exclusive franchise to provide service within District boundaries; (5) the cost of residential disposal at the land fill if not otherwise paid on the tax rolls; (6) a fee for the disposal of green waste from the drop off program; and (7) a recovery fee to cover the prior year’s cost of the Proposition 218 rate increase notifications that the District is required to mail prior to any rate hearing.

RECYCLING COSTS:

Recycling costs cover the expense to process the material in the blue recycling carts. The value of the recycled materials is used to offset the operation of the Materials Recovery Facility (MRF) located in Victorville that processes the contents of the recycling barrels. Recycling costs increase and decrease based upon the recycled goods commodities market. In FY22 the rate was \$1.84; in FY23 it was \$1.20. For FY 24 it was \$1.28 and for FY 25 the monthly recycling fee is \$1.42.

RATE INCREASE:

The breakdown for the residential CPI of 4% and other related increases are represented in the chart below. Commercial rates vary significantly and are represented in the attached notice.

Fee	Current	Proposed	Difference
Cart service w/ESFR	19.32	20.09	0.77
Recycling Fee	1.28	1.42	0.14
Admin Billing Fee	2.76	2.87	0.11
218 Fee	0.08	0.08	0.00
Franchise Fee	2.70	2.70	0.00
SB 1383 Drop off Program Service	0.16	-0.10	-0.26
SB 1383 Drop Off Processing	0.19	-0.12	-0.31
SB1383 Compliance & Reporting	0.59	0.14	-0.45
SB1383 District Compliance & Reporting	0.40	0.00	-0.40

-\$.40

The exception to the costs enumerated above, as outlined in the notification, is the estimated cost increase to the customer in the annexation area who will realize an estimated increase of \$1.38 per month for residential cart service.

FISCAL IMPACT: Increases and decreases as outlined in the staff report.

POSSIBLE MOTION: Adopt Resolution 2024-09 determining that that was no majority protest.

ATTACHMENTS: Solid Waste Rate Notification

**NOTICE OF PUBLIC HEARING REGARDING HELENDALE COMMUNITY SERVICES DISTRICT
REFUSE COLLECTION SERVICE CHARGES
FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS**

The HELENDALE CSD (HCSD) Board of Directors will be considering an increase in residential and commercial trash service charges. Exhibit A attached hereto and incorporated herein provides specific costs related to type and frequency of services provided.

Article XIID of the California Constitution requires the Helendale Community Services District (HCSD) to send notification of a proposed rate increase to all owners and tenants of real property within HCSD's service area who would be directly liable to pay for refuse collection services to the property at least 45 days prior to a public hearing at which adoption of the proposed rate increases will be considered. In accordance with those requirements, please be advised that HCSD is proposing an increase in its refuse collection service charges. This Notice identifies the amount of the proposed rate increases; the basis upon which the proposed increases were calculated; the reason for the proposed rate increases; the date, time, and location of a public meeting and a public hearing on the proposed rate increases; and the manner in which all persons opposed to the proposed increases may object and/or file a written protest thereto. Consequently, please be advised that this document shall serve as formal notification to you that HCSD's Board of Directors will hold a Public Meeting on June 6, 2024, and a Public Hearing on June 27, 2024, on the proposed rate increases described herein, at 6:00 p.m., in the HCSD Board Room located at 26540 Vista Road, Suite C, Helendale, California, 92342.

INFORMATION ABOUT THE CHARGES

A. **Basis upon which the charges were calculated.** The HCSD Board of Directors has previously determined that the collection and disposal of refuse in its service area shall be performed by Burttec Waste Industries, Inc. ("Burttec"), under the terms of an exclusive franchise agreement. The total proposed increase for residential customers varies based upon type and frequency of service. Current residential customers upon whom Senate Bill ("SB") 1383 charges were imposed last year will see a reduction in their monthly bill of approximately \$0.40 per month due to the approval of a waiver from these requirements and an elimination of most of the associated fees. For residential customers in the annexation area who are new to HCSD, there will be an increase in residential cart service of approximately \$1.38 over current charges imposed by the County of San Bernardino. It is unknown what the new rates will be for the County of San Bernardino for the upcoming year. HCSD provides one refuse cart and up to two recycling carts for all residential customers. **RESIDENTIAL CART:** The monthly residential curbside collection charge is comprised of eleven components: (1) an amount for the administration and operation of automated curbside refuse collection service, which includes the provision of collection carts - a 95 gallon refuse cart and up to two 65-gallon recycling carts - with weekly pick-up service; (2) the cost of recycling; (3) an amount to compensate HCSD for its administrative costs in connection with billing, customer service and noticing requirements; (4) an amount to compensate HCSD for franchise service provision as assumed from the County of San Bernardino; (5) the cost of residential disposal at the landfill if not otherwise paid through the tax rolls; (6) the cost of hauling green waste; (7) a reimbursement for Proposition 218 notification; and (8) SB1383 Compliance and Reporting. Typically, residential disposal costs are paid out of a disposal fee listed on the property tax bill. If this fee is not on the tax bill, then the disposal costs are added to the monthly bill for those accounts receiving curbside service. **RESIDENTIAL BIN SERVICE:** For residential bin customers the increases vary based upon size and frequency of bin. You may be able to reduce costs by changing from bin service to cart service. The residential bin charges are comprised of four components: (1) An amount for the administration and operation of residential bin refuse, recycling collection service; (2) the tipping/disposal fee (as applicable); (3) an amount to compensate HCSD for franchise service provision as assumed from the County of San Bernardino; and (4) for Residential 2-yard bins a cost recovery component equal to 50% of the 2023 CPI (as defined above) adjustment that was not implemented. **COMMERCIAL SERVICE:** The commercial charges are comprised of four components: (1) An amount for the administration and operation of commercial bin refuse, recycling collection service; (2) the tipping/disposal fee; (3) an amount to compensate HCSD for franchise service provision as assumed from the County of San Bernardino; and (4) mandatory AB 341 and AB1826 recycling and organic waste diversion requirements.

B. Reason for the proposed increases.

The increase for collection service is based upon the Riverside-San Bernardino-Ontario 2023 average Consumer Price Index (CPI) for All Urban Consumers of 4.65%, however, the exclusive franchise agreement with Burrtec caps the increase at 4%. The monthly residential increase includes a \$0.77 increase in curbside residential pick-up service; an \$0.11 increase in the administration fee to reflect the CPI increase; a \$0.14 increase in the cost of recycling. The rates for existing customers also include a credit of \$1.42 for the elimination of SB1383 organic recycling requirements. The organics program has been suspended for our area until 2028, however, due to related contractual costs \$0.14 per month will continue through June 30, 2025, for Waste Hauler Compliance and Reporting. Residential and Commercial Bin rates vary by frequency and type of service. See Exhibit A for more information related to specific service-related costs and increases. Commercial accounts were not granted a waiver from the provisions of SB1383 and must continue participation in the organics diversion program as applicable.

C. Charge per parcel. HCSD proposes to adopt rate increases for residential and commercial refuse collection service charges as described in Exhibit A on the reverse side of this Notice. If you need assistance determining the charge for your property or parcel for residential service or change the level of service, you may contact HCSD by calling (760) 951-0006 x224, by mail to PO BOX 359, Helendale, CA 92342, or in person at 26540 Vista Road, Suite B, Helendale, California. For questions about commercial refuse service, you may contact Burrtec by calling (760) 245-8607.

D. Written report. A written report has been prepared by Burrtec and filed with HCSD's General Manager regarding the proposed new commercial and residential refuse collection service charges. As required by California Government Code Section 66016, the written report also provides data indicating the amount of cost, or estimated cost, to provide refuse collection service and the revenue sources anticipated to provide the service. A copy of the written report is available at HCSD's offices located at 26540 Vista Road, Suite B, Helendale, California.

HOW TO PARTICIPATE

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

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

Attend the Public Meeting – A Public Meeting will be held on June 6, 2024, at 6:00 p.m., in the HCSD's Board Room located at 26540 Vista Road, Suite C, Helendale, California during which a presentation will be made outlining the proposed rate. This will be an opportunity to ask questions regarding the proposed rate.

Attend the Public Hearing – Written protests may also be submitted at the Public Hearing on June 27, 2024, at 6:00 p.m., in HCSD's Board Room located at 26540 Vista Road, Suite C, Helendale, California. All written protests must be received before the conclusion of the Public Hearing. You may address the Board; however, oral comments do not qualify as a formal protest unless accompanied by a written protest. You may attend the Public Hearing on June 27, 2024, at 6:00 p.m. either in-person in HCSD's Board Room located at 26540 Vista Road, Suite C, Helendale, California, or via teleconference at www.zoom.com Meeting ID: 463 173 8457 Passcode: HCSD. Information available to you – Copies of the written report, the proposed Resolution, HCSD's exclusive franchise agreement with Burrtec, and further details concerning the reasons for the proposed rate increases and the basis upon which they were calculated, are available for review at the HCSD office located at 26540 Vista Road, Suite B, Helendale, California.

Public Hearing process – At the time of the Public Hearing, the Board of Directors will hear and consider all protests and objections. After the Public Hearing, if a majority of the property owners and tenants of real property directly liable for paying refuse collection service bills for the affected parcels file written protests in opposition to the proposed rate increases, the increases will not be imposed. However, if a majority protest is not received, HCSD's Board of Directors may increase the refuse collection service rates after public input and deliberation in the manner described in this Notice. If adopted, the proposed rates would become effective July 1, 2024. Pursuant to Government Code Section 53759, a 120-day statute of limitations period applies for any judicial action or proceeding challenging any new, increased, or extended refuse collection fee or service charge.

EXHIBIT A - BURRTEC PROPOSED RATE

Service Type	Current 2023/24 Rate	Proposed 2024/25 Rate	Service Type	Current 2023/24 Rate	Proposed 2024/25 Rate	
RESIDENTIAL SERVICES			COMMERCIAL SERVICES			
95-gallon barrel with paid disposal costs	\$27.46	\$27.06	Commercial Trash Service			
95-gallon barrel w/o paid disposal costs	\$34.74	\$34.18	Size	Frequency		
Extra 95-gallon trash barrel	\$9.56	\$9.83	1.5	1	\$108.04	
65/95-gallon recy. 1st extra	No Charge	No Charge	1.5	2	\$203.99	
65/95-gallon recy. extra	\$1.67	\$1.94	1.5	3	\$300.04	
Extra pick-up on non-service day (barrels)	\$28.40	\$29.53	2	1	\$139.88	
Extra pick-up on service day (barrels)	\$9.56	\$9.83	2	2	\$268.00	
			2	3	\$395.98	
Barrel Exchange (one exchange per year at no charge, does not apply to graffiti or damaged barrels)	\$19.46	\$20.23	3	1	\$193.22	
			3	2	\$385.19	
			3	3	\$577.24	
			3	4	\$769.23	
			3	5	\$961.21	
			3	6	\$1,153.23	
					\$110.19	
					\$209.03	
					\$306.00	
					\$143.09	
					\$274.99	
					\$406.84	
					\$197.84	
					\$395.62	
					\$593.50	
					\$791.30	
					\$989.09	
					\$1,186.83	
Residential Bin Service (with paid disposal costs)			Commercial Recycling Bin Service			
Size	Freq		1.5	1	\$86.33	
1.5	1	\$76.84	\$90.22	1.5	2	\$172.61
1.5	2	\$153.64	\$180.38	1.5	3	\$258.93
1.5	3	\$230.48	\$270.59	2	1	\$111.46
2	1	\$99.10	\$116.34	2	2	\$222.80
2	2	\$198.19	\$232.68	2	3	\$334.33
2	3	\$297.27	\$348.99	3	1	\$151.03
3	1	\$133.79	\$157.08	3	2	\$302.08
				3	3	\$453.11
				3	4	\$604.14
				3	5	\$755.17
				3	6	\$906.20
					\$172.00	
					\$344.00	
					\$516.00	
					\$687.99	
					\$859.98	
					\$1,031.97	
Residential Bin Service (w/o paid disposal costs)			Commercial Green Waste Bins & Barrels			
Size	Freq		1.5	1	\$121.84	
1.5	1	\$84.10	\$97.32	1.5	2	\$232.80
1.5	2	\$168.90	\$187.46	1.5	3	\$343.87
1.5	3	\$237.74	\$277.69	3	1	\$222.04
2	1	\$108.36	\$123.44	3	2	\$444.04
2	2	\$205.45	\$238.78	3	3	\$668.12
2	3	\$304.63	\$356.09	3	4	\$888.12
3	1	\$141.05	\$164.18	3	5	\$1,110.13
3	2	\$274.85	\$321.26	3	6	\$1,332.18
3	3	\$408.65	\$476.33	35g	1	\$55.48
				35g	2	\$89.24
				35g	3	\$123.08
				35g	4	\$158.86
				35g	5	\$190.66
				35g	6	\$224.46
				65g	1	\$60.82
				65g	2	\$100.09
				65g	3	\$139.29
				65g	4	\$178.44
				65g	5	\$217.63
				65g	6	\$256.80
				95g	1	\$66.29
						\$126.09
						\$240.83
						\$355.70
						\$228.66
						\$459.24
						\$688.93
						\$918.54
						\$1,148.14
						\$1,377.80
						\$57.57
						\$92.60
						\$127.68
						\$182.71
						\$197.78
						\$232.81
						\$63.16
						\$103.70
						\$144.29
						\$184.81
						\$225.37
						\$265.91
						\$68.66
Permanent (Trash) + Disposal/Processing						
40 yard	\$256.04	\$266.08				
20 yard	\$256.04	\$266.08				
10 yard	\$256.04	\$266.08				
40 yard compactor	\$256.04	\$266.08				
Dry Run /Relocate	\$90.23	\$93.84				
Rental Fee (per day)	\$30.54	\$31.77				
Disposal (per ton)	\$61.49	\$61.49				
Temporary Roll-Offs (Trash)						
40 yard	\$665.98	\$676.01				
20 yard	\$939.27	\$949.30				
10 yard	\$939.27	\$949.30				
Dry Run /Relocate	\$90.23	\$93.84				
Disposal (per ton)	\$61.49	\$61.49				

If you are interested in changing your level of service please contact Helendale CSD at (760) 951-0006 for more information.

CREASE (Effective 7/1/2024 - 6/30/2025)

Service Type	Current 2023/24 Rate	Proposed 2024/25 Rate	Service Type	Current 2023/24 Rate	Proposed 2024/25 Rate
COMMERCIAL SERVICES CONTINUED			Commercial & Residential Bin Service		
Commercial Barrel Service			Bin Exchange (one exchange per year at no charge, does not apply to graffiti or damaged bins)	\$97.28	\$101.17
Size Frequency			Bin Replacement + actual cost of bin commi-lost or stolen	\$107.74	\$112.08
95-gallon barrel-trash 1	\$22.61	\$21.87	OTHER SERVICES		
95-gallon barrel-trash 2	\$55.16	\$55.52	Roll-Offs (Recycling) + Disposal/Processing		
95-gallon barrel-trash 3	\$80.53	\$81.63	40 yard	\$250.77	\$260.80
Automated Recy 35g 1	\$8.67	\$9.06	20 yard	\$260.77	\$260.80
Automated Recy 35g 2	\$17.42	\$18.21	10 yard	\$250.77	\$260.80
Automated Recy 35g 3	\$26.18	\$27.37	40 yard compactor	\$250.77	\$260.80
Automated Recy 35g 4	\$34.93	\$36.52	40 yard g/w	\$250.77	\$260.80
Automated Recy 35g 5	\$43.69	\$45.87	40 yard tires	\$250.77	\$260.80
Automated Recy 35g 6	\$52.44	\$54.82	End Dump (rate per hour)	n/a	\$244.77
Automated Recy 65g 1	\$9.41	\$9.89	Liner for Roll-Off	\$130.13	\$135.33
Automated Recy 65g 2	\$18.82	\$19.78	Roll-Off drop-off Program for g/w (per box)	\$179.71	\$186.90
Automated Recy 65g 3	\$28.23	\$29.66	Temporary Bins		
Automated Recy 65g 4	\$37.64	\$39.54	Temporary Bins-Comm	\$135.64	\$141.07
Automated Recy 65g 5	\$47.06	\$49.43	Dump & Return-Comm	\$135.64	\$141.07
Automated Recy 65g 6	\$56.47	\$59.32	Temporary Bins-Resd w/paid disp.	\$124.79	\$146.50
Automated Recy 85g 1	\$10.12	\$10.68	Dump & Return-Resd w/paid disp.	\$124.79	\$146.50
Automated Recy 85g 2	\$20.19	\$21.30	Temporary Bins-Resd w/o paid disp.	\$132.05	\$153.80
Automated Recy 85g 3	\$30.26	\$31.91	Dump & Return-Resd w/o paid disp.	\$132.05	\$153.80
Automated Recy 85g 4	\$40.32	\$42.53	Miscellaneous Bin Charges		
Automated Recy 85g 5	\$50.39	\$53.16	Locking container	\$9.56	\$9.93
Automated Recy 85g 6	\$60.46	\$63.76	Container steam clean	\$47.28	\$49.14
Barrel Exchange (one exchange per year at no charge, does not apply to graffiti or damaged barrels)	\$19.48	\$20.23	Pull-out service	\$47.28	\$49.14
Barrel Replacement (lost or stolen)	\$83.80	\$87.16	Extra pick-up	\$56.81	\$59.09
Commercial Food Waste Bins & Barrels			Recy contamination bins	\$55.39	\$57.60
Size Freq			Recy contamination barrels	\$41.65	\$43.63
2 1	\$257.71	\$270.32	Concrete Washout		
2 2	\$503.03	\$525.58	Delivery	\$659.21	\$685.58
2 3	\$748.33	\$780.82	Pump	\$485.72	\$505.16
2 4	\$993.64	\$1,036.06	Pump Service	\$859.21	\$885.58
2 5	\$1,238.95	\$1,291.30	Relocate	\$166.54	\$173.21
2 6	\$1,484.25	\$1,546.54	Rental Fee (per day)	\$13.46	\$13.99
35g 1	\$67.54	\$73.58	Certificate of Destruction		
35g 2	\$115.17	\$122.89	Taken to San Bernardino County Landfill (per ton)	\$135.57	\$140.99
35g 3	\$162.82	\$172.24			
35g 4	\$210.43	\$221.58			
35g 5	\$258.07	\$270.90			
35g 6	\$305.70	\$320.22			
65g 1	\$89.93	\$96.34			
65g 2	\$159.86	\$168.33			
65g 3	\$229.83	\$240.38			
65g 4	\$299.75	\$312.32			
65g 5	\$369.69	\$384.31			
65g 6	\$439.61	\$456.31			

dential cart service or Burrtec Waste at (760) 245-8607 for commercial or residential dumpsters.



Helendale Community Services District

Date: June 27, 2023
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #7
Discussion and Possible Action Regarding Approval of a Professional Service Agreement with Silver Lakes Landscaping to Provide Park and Facility Maintenance Services

STAFF RECOMMENDATION:

Staff requests approval of the proposed PSA.

STAFF REPORT

The proposed contract has been reviewed by General Counsel and CalPERS to ensure that it complies with CalPERS requirements as the contract is with a retired annuitant.

The District has struggled for quite some time to find an appropriate solution for park maintenance services. At one point we had two full-time maintenance workers assigned to the parks department. Currently we have two part-time park workers but are having to augment that with other District staff.

Staff previously had looked into contract services but found that it was cost-prohibitive, and the services were limited. As Staff has continued to search for a better solution for park maintenance, there is a newly established local company that is able to contract with the District for maintenance. Based upon the scope of services outlined in the Professional Services Agreement, Staff feels confident that this is a beneficial arrangement for the District and will result in cost savings compared to the prior staffing of two full-time employees. Further, it is anticipated that this arrangement should reduce the need to utilize staff from other departments for routine park and facility maintenance duties. This has often been required due to the skill level of park employees particularly related to irrigation repairs. Staff is confident that the proposed company has the skill level to handle any of the tasks that arise as well as access to appropriate staffing resources. The intent of the contract is to secure a qualified and skilled maintenance service provider who will act independently in completing the routine tasks outlined in the contract thereby relieving staff of daily oversight of park maintenance functions.

This will be the District's first contract for maintenance services and there may be some adjustments along the way, however, Staff is confident that this will be a beneficial solution to the revolving door of park maintenance staff experienced since the creation of the park. Any additional projects outside the scope of the proposed PSA will be quoted separately and brought to the Board as appropriate. Examples of such projects would include projects such as expanding

the irrigation system to install more playing areas at the park; adding a grass area at the community center; or installing a new dog park.

The proposed FY 2024 budget recently adopted included an amount of \$80,000 for contract services for park and facility maintenance to be paid at a rate of 1/12 on the first of each month or \$6,665. Additionally, the full-time Park Maintenance Worker position has been removed from the Table of Organization that was adopted by the Board. The proposed professional services agreement includes appropriate safe guards that would allow the District to cancel the contract if services did not meet expectations. In addition, the service provider is required to provide appropriate insurance coverage including workers compensation and general liability.

FISCAL IMPACT: \$80,000

REQUESTED ACTION: Approve Professional Services Agreement with Silver Lakes Landscaping to provide Park and Facility Maintenance Services

ATTACHMENTS: Professional Services Agreement

**AGREEMENT FOR SERVICES
BETWEEN
HELENDALE COMMUNITY SERVICES DISTRICT
AND
SILVER LAKES LANDSCAPING AND MAINTENANCE**

THIS AGREEMENT is made this 27th day of June, 2024 (hereinafter referred to as the “Effective Date”), by and between the HELENDALE COMMUNITY SERVICES DISTRICT, a public agency organized and operating pursuant to California Government Code Section 61000 et seq. (hereinafter referred to as the “DISTRICT”), and SILVER LAKES LANDSCAPING AND MAINTENANCE, a Legal Liability Company (hereinafter referred to as “CONSULTANT”). DISTRICT and CONSULTANT may individually be referred to as “Party” or collectively as “Parties” in this Agreement.

RECITALS

WHEREAS, the DISTRICT desires to contract with CONSULTANT to provide Park Property Maintenance services for the DISTRICT (hereinafter referred to as “Project”); and

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

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

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

COVENANTS

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

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

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

1.2 **AUTHORIZATION TO PROCEED:** Authorization for CONSULTANT to proceed with all or a portion of the Project services described in Section 2.1 of this Agreement will be granted in writing by the DISTRICT as soon as both Parties sign the Agreement and all

applicable insurance and other security documents required pursuant to Section 6.3 of this Agreement are received and approved by the DISTRICT. CONSULTANT shall not proceed with said Project services until so authorized by the DISTRICT, and shall commence work immediately upon receipt of the Notice to Proceed.

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

ARTICLE II SERVICES OF CONSULTANT

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

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

2.3 HOURS AND WORKING CONDITIONS: The DISTRICT is a public entity in the State of California and is subject to the provisions of the Government Code and the Labor Code of the State. It is stipulated and agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein and will be complied with by CONSULTANT. CONSULTANT shall comply with all applicable provisions

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

ARTICLE III RESPONSIBILITIES OF THE DISTRICT AND OF CONSULTANT

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

3.2 REPRESENTATIVE OF DISTRICT: The DISTRICT designates Kimberly Cox as the person to act as the DISTRICT's representative with respect to the work to be performed under this Agreement. Such person will have complete authority to receive information and interpret and define the DISTRICT's policies pertinent to the work, although such person will not control or direct CONSULTANT's work. In the event the DISTRICT wishes to make a change in the DISTRICT's representative, the DISTRICT shall notify the CONSULTANT of the change in writing.

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

3.4 APPROVAL OF WORK: The DISTRICT's approval of work or materials furnished hereunder shall not in any way relieve CONSULTANT of responsibility for the technical adequacy of its work. Neither the DISTRICT's review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. Where approval by the DISTRICT is indicated in this Agreement, it is understood to be conceptual approval only and does not relieve the CONSULTANT of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the

CONSULTANT or its subcontractors. CONSULTANT's obligation to defend, indemnify, and hold harmless the DISTRICT, and its directors, officers, employees and agents as set forth in Section 6.9 of this Agreement also applies to the actions or omissions of the CONSULTANT or its subcontractors as set forth above in this paragraph.

ARTICLE IV PAYMENTS TO CONSULTANT

4.1 **PAYMENT:** During the Term of this Agreement, the DISTRICT will pay CONSULTANT for services performed in accordance with the rates and estimated hours and costs set forth in the Scope of Work. The amounts set forth in the Scope of Work constitute the maximum compensation to which CONSULTANT may be entitled for the performance of services for the Project, unless this Agreement and/or the Scope of Work are changed in writing by the DISTRICT in advance of the services to be performed hereunder. Adjustments in the payment amount shall only be allowed pursuant to Section 6.4 of this Agreement.

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

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

ARTICLE V COMPLETION SCHEDULE

5.1 **TERM:** The Term of this Agreement shall begin on the July 1, 2024, and shall continue until June 30, 2025, unless this Agreement is earlier terminated pursuant to the provisions of Section 6.7 below. Notwithstanding the above, the provisions of Sections 1.3, 2.2, 2.3, 3.3 and 3.4 and Articles IV, V, and VI herein shall survive the expiration and/or termination of this Agreement.

5.2 **TIME OF ESSENCE:** CONSULTANT shall perform all services required by this Agreement in a prompt, timely, and professional manner. Time is of the essence in this Agreement.

ARTICLE VI GENERAL PROVISIONS

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

6.2 SUBCONTRACTORS AND OUTSIDE CONSULTANTS: No subcontract shall be awarded by CONSULTANT unless prior written approval thereof is obtained from the DISTRICT. CONSULTANT shall be responsible for payment to subcontractors used by them to perform the services under this Agreement. If CONSULTANT subcontracts any of the work to be performed, CONSULTANT shall be as fully responsible to the DISTRICT for the performance of the work, including errors and omissions of CONSULTANT's subcontractors and of the persons employed by the subcontractor, as CONSULTANT is for the acts and omissions of persons directly employed by the CONSULTANT. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor of CONSULTANT and the DISTRICT. CONSULTANT shall bind every subcontractor and every subcontractor of a subcontractor to the terms of this Agreement that are applicable to CONSULTANT's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the DISTRICT.

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

- (a) Certificates of Insurance: Prior to commencing services under this Agreement, and in any event no later than ten (10) calendar days after execution of this Agreement, CONSULTANT shall furnish DISTRICT with Certificates of Insurance and endorsements verifying the insurance coverage required by this Agreement is in full force and effect. The DISTRICT reserves the right to require complete and accurate copies of all insurance policies required under this Agreement.
- (b) Required Provisions: The insurance policies required by this Agreement shall include the following provisions or have them incorporated by endorsement(s):
 - (1) Primary Coverage: The insurance policies provided by CONSULTANT shall be primary insurance and any self-insured retention and/or insurance carried by or available to the DISTRICT or its employees shall be excess and non-contributory coverage so that any self-insured retention and/or insurance carried by or available to the DISTRICT shall not contribute to any loss or expense under CONSULTANT's insurance.
 - (2) Additional Insured: The policies of insurance provided by CONSULTANT, except Workers' Compensation and Professional Liability, shall include as additional insureds: the DISTRICT, its directors, officers, employees, and agents when acting in their capacity as

such in conjunction with the performance of this Agreement. Such policies shall contain a "severability of interests" provision, also known as "Cross liability" or "separation of insured".

- (3) Cancellation: Each certificate of insurance and insurance policy shall provide that the policy may not be non-renewed, canceled (for reasons other than non-payment of premium) or materially changed without first giving thirty (30) days advance written notice to the DISTRICT, or ten (10) days advance written notice in the event of cancellation due to non-payment of premium.
 - (4) Waiver of Subrogation: The insurance policies provided by CONSULTANT shall contain a waiver of subrogation against DISTRICT, its directors, officers, employees and agents for any claims arising out of the services performed under this Agreement by CONSULTANT.
 - (5) Claim Reporting: CONSULTANT shall not fail to comply with the claim reporting provisions or cause any breach of a policy condition or warranty of the insurance policies required by this Agreement that would affect the coverage afforded under the policies to the DISTRICT.
 - (6) Deductible/Retention: If the insurance policies provided by CONSULTANT contain deductibles or self-insured retentions, any such deductible or self-insured retention shall not be applicable with respect to the coverage provided to DISTRICT under such policies. CONSULTANT shall be solely responsible for any such deductible or self-insured retention and the DISTRICT, in its sole discretion, may require CONSULTANT to secure the payment of any such deductible or self-insured retention by a surety bond or an irrevocable and unconditional letter of credit.
 - (7) Sub-Contractors: CONSULTANT shall include all sub-contractors 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 sub-contractor verifying that the insurance for each sub-contractor complies with the same insurance requirements applicable to CONSULTANT under this Agreement.
- (c) Insurance Company Requirements: CONSULTANT shall provide insurance coverage through insurers that have at least an "A" Financial Strength Rating and a "VII" Financial Size Category in accordance with the current ratings by the A. M. Best Company, Inc. as published in *Best's Key Rating Guide* or on said company's web site. In addition, any and all insurers must be admitted and authorized to conduct business in the State of California and be a participant in the California Insurance Guaranty Association, as evidenced by a listing in the appropriate publication of the California Department of Insurance.
- (d) Policy Requirements: The insurance required under this Agreement shall meet or exceed the minimum requirements as set forth below:
- (1) Workers' Compensation: CONSULTANT shall maintain Workers' Compensation insurance as required by law in the State of California to cover CONSULTANT's obligations as imposed by federal and state law

having jurisdiction over CONSULTANT's employees and Employers' Liability insurance, including disease coverage, of not less than \$1,000,000.

- (2) General Liability: CONSULTANT shall maintain Comprehensive General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. The policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, products, completed operations and blanket contractual to cover, but not be limited to, the liability assumed under the indemnification provisions of this Agreement. In the event the Comprehensive General Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by DISTRICT.
- (3) Automobile Liability: CONSULTANT shall maintain Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence for any owned, hired, or non-owned vehicles.
- ~~(4) Professional Liability: CONSULTANT shall maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the CONSULTANT or any person employed by him, with a limit of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. In the event the insurance policy is written on a "Claims made" basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by DISTRICT.~~
- ~~(5) Property Coverage Valuable Papers: Property coverage on an all risk, replacement cost form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, plans or other similar data, whether in hard copy or electronic form, relating to the services provided by CONSULTANT under this Agreement.~~

6.4 CHANGES: If the DISTRICT requests a change in the Scope of Work, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. CONSULTANT must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date of receipt from CONSULTANT of the notification of change unless the DISTRICT grants a further period of time before the date of final payment under this Agreement.

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

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

To CONSULTANT: SILVER LAKES LANDSCAPING AND MAINTENANCE
P.O. Box 3065
Helendale, CA 92342
Attn: Steven Garcia

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

6.7 TERMINATION:

- (a) The DISTRICT may terminate this Agreement or abandon any portion of the Project, with or without cause, upon written notice thereof to CONSULTANT. CONSULTANT may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days written notice only in the event of substantial failure by the DISTRICT to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT.
- (b) In the event of termination of this Agreement, or abandonment of any portion of the Project by the DISTRICT, the DISTRICT shall be immediately given title to all original drawings and other documents developed for the Project, and the sole right and remedy of CONSULTANT shall be to receive payment for all amounts due and not previously paid to CONSULTANT for services completed or in progress in accordance with the Agreement prior to such date of termination. If termination occurs prior to completion of any task for which payment has not been made, the fee for services performed during such task shall be based on an amount mutually agreed to by the DISTRICT and CONSULTANT. Such payments available to the CONSULTANT under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of this Agreement.

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

6.9 INDEMNITY:

- (a) CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or

losses of whatever nature, character, and description, with respect to or arising out of the work to be performed under this Agreement, including without limitation, any and all such claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, arising by reason of death or bodily injury to one or more persons, including the employees of CONSULTANT; injury to property of any kind, including loss of use; or economic damages of any kind, caused by, or arising out of, any alleged or actual act or omission, regardless of whether such act or omission is active or passive, by CONSULTANT, any of CONSULTANT's subcontractors or DISTRICT, including their respective directors, officers, employees, agents and assigns, excepting only such matters arising from the sole negligence or willful misconduct of the DISTRICT.

- (b) CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of any infringement or alleged infringement of any patent, copyright or trademark and arising out of the use of any equipment or materials furnished under this Agreement by the CONSULTANT or CONSULTANT's subcontractors, including their respective directors, officers, employees, agents and assigns, or out of the processes or actions employed by, or on behalf of, the CONSULTANT or CONSULTANT's subcontractors, including their respective directors, officers, employees, agents and assigns, in connection with the performance of services under this Agreement. CONSULTANT shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials or processes, or to modify at its expense such infringing equipment, materials, and processes so they become non-infringing, provided that such substituted and modified equipment, materials, and processes shall meet all the requirements and be subject to all the provisions of this Agreement.
- (c) CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of any breach by CONSULTANT or CONSULTANT's subcontractors, including their respective directors, officers, employees, agents and assigns, of the aforesaid obligations and covenants, and any other provision or covenant of this Agreement.
- (d) It is the intent of the Parties to this Agreement that the defense, indemnity and hold harmless obligation of CONSULTANT under this Agreement shall be as broad and inclusive as may be allowed under *California Civil Code* §§ 2778 through 2784.5, or other similar state or federal law.

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

- (a) CONSULTANT shall take all precautions necessary for the safety of, and prevention of damage to, property on or adjacent to the Project site, and for the safety of, and prevention of injury to, persons, including DISTRICT's employees, CONSULTANT's employees, and third persons. All work shall be performed entirely at CONSULTANT's risk. CONSULTANT shall comply with the insurance requirements set forth in Section 6.3 of this Agreement.
- (b) CONSULTANT shall also furnish the DISTRICT with a copy of any injury prevention program established for the CONSULTANT's employees pursuant to California Labor Code Section 6401.7, including any necessary documentation regarding implementation of the program. CONSULTANT hereby certifies that its employees have been trained in the program, and procedures are in place to train employees whenever new substances, processes, procedures, or equipment are introduced. CONSULTANT shall demonstrate compliance with California Labor Code Section 6401.7 by maintaining a copy of its Injury and Illness Prevention Plan at the Project site and making it available to the DISTRICT.

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

6.12 OWNERSHIP OF SOFTWARE (if applicable):

- (a) Subject to payment of all compensation due under this Agreement and all other terms and conditions herein, CONSULTANT hereby grants DISTRICT a nonexclusive, transferable, royalty-free license to use the Software furnished to DISTRICT by CONSULTANT under this Agreement. The license granted herein shall authorize DISTRICT to:
 - (1) Install the Software on computer systems owned, leased or otherwise controlled by DISTRICT;
 - (2) Utilize the Software for its internal data-processing purposes; and
 - (3) Copy the Software and distribute as desired to exercise the rights granted herein.
- (b) CONSULTANT retains its entire right, title and interest in the Software developed under this Agreement. DISTRICT acknowledges that CONSULTANT owns or holds a license to use and sublicense various pre-existing development tools, routines, subroutines and other programs, data and materials that CONSULTANT may include in the Software developed under this Agreement. This material shall be referred to hereafter as "Background Technology."
- (c) DISTRICT agrees that CONSULTANT shall retain any and all rights CONSULTANT may have in the Background Technology. CONSULTANT grants DISTRICT an unrestricted, nonexclusive, perpetual, fully paid-up worldwide license to use the Background Technology in the Software developed

and delivered to DISTRICT under this Agreement, and all updates and revisions thereto. However, DISTRICT shall make no other commercial use of the Background Technology without CONSULTANT's written consent.

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

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

6.15 GOVERNING LAW: This Agreement shall be construed as if it was jointly prepared by both Parties hereto, and any uncertainty or ambiguity contained herein shall not be interpreted against the Party drafting same. In the event of a conflict between the provisions of this Agreement and the Scope of Work, the provisions of this Agreement shall control. This Agreement shall be enforced and governed by the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of San Bernardino, State of California, or in a federal court with jurisdiction in the County of San Bernardino, State of California.

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

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

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

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

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

CONSULTANT

DISTRICT

By: _____
Steven Garcia
Silver Lakes Landscaping and Maintenance

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

EXHIBIT A

SCOPE OF WORK

Contract to cover maintenance of all Park Owned property, including the Helendale Community Center property and the Community Park Property for \$80,000 to be billed in 12 monthly installments. Typical duties under the Professional Services Agreement include, but not limited to, the following:

- Irrigation maintenance, repair and replacement, installation of new irrigation lines and sprinklers at all park facilities as determined necessary to support current turf areas.
- Baseball field maintenance including installation of brick dust, fence repair, infield wear and tear.
- Turf maintenance including aeration, seeding, renovating, sanding, leveling, Herbicide/ Pesticide application, mowing, edging, fertilizing.
- Hard scape, pavilion and shelter maintenance including sweeping, washing down, painting.
- Playground and play area maintenance including raking, augmenting bedding, weeding repairs apparatus.
- Plant/tree maintenance including planting, trimming, transplanting and weeding.
- Painting Park facilities as needed.
- Maintenance of park facilities including household-type repairs and replacement, minor painting, plumbing, electrical, etc.
- Maintain, repair benches, plaques, signage and other park accessories.
- Prepping for sports events including basketball, soccer and football.
- Janitorial duties as necessary at park facilities.

Use of Equipment:

Maintenance of equipment utilized by the contract will be the sole responsibility of the contractor. Said maintenance includes oil changes, lubrication, parts replacement such as blades due to usual wear and use. In the event that equipment is damaged due to abuse and/or negligence, replacement will be the sole responsibility of the contractor.

Park equipment available for use includes:

John Deere Tractor
Implements including Aerator, seeder, spreader, de-thatcher, etc.
Gator
Trailer
Mowers
Weed eaters



Helendale Community Services District

Date: June 27, 2024

TO: Board of Directors

FROM: Kimberly Cox, General Manager

BY: Alex Aviles

SUBJECT: Agenda item #8

Discussion and Possible Action Regarding Purchase of a Replacement Fine Bar Screen with Washer/Compactor Combo

STAFF RECOMMENDATION

Staff seeks approval for the purchase of the treatment plant headworks fine Bar screen with washer/compactor combo

STAFF REPORT

The Wastewater Treatment Plant consists of the Headworks, Primary sedimentation, Bio-filters, Secondary sedimentation, and Effluent chamber. The purpose of the headworks is to remove all the inorganic material from the waste stream and to protect the downstream equipment from various maintenance issues. The headworks contains a course bar screen, grit removal system, and a fine bar screen.

The current fine bar screen has surpassed its operational life expectancy of 10 years. Staff purchased and installed the fine bar screen in 2011 and since then have made several repairs to the screen to extend its usage. The bearings have been replaced several times and the rotating shaft was replaced along with the motor in 2018. The bearing housing containment has completely broken, and the shaft is now riding on the body of the screen.

Staff is recommending the purchase of a new Fine bar screen with washer/compactor as the current bar screen is no longer repairable. The washer/compactor combo assists the bar screen by washing the organics that have been removed by the screen and releases them back into the waste stream for biological treatment. The purchase of the new screen is necessary to eliminate the potential for damage to downstream equipment, which necessitates the purchase of more equipment in the near future. The lead time for the Screen delivery is 16-20 weeks from the purchase date and it comes with a one year warranty from date of install. The cost of installation is approximately \$26,000 to have a contractor install, so staff will be handling the installation in-house. The Fine bar screen replacement is on the Capital Improvement Plan for this 2024 fiscal year.

Staff has worked to secure three quotes for the purchase of the new bar screen. These are specialized items that few companies offer. Below are the quotes received:

Parkson: Screw Type Screen without Washer/Compactor combo \$94,925.00

JWC Environmental: Step Screen with Washer/Compactor combo \$103,000.00

Comarco Industrial: Step Screen with Washer/Compactor combo \$134,630.00

Parkson was the lowest bid for their Screw type screen, however the size of the footprint needed for this screen is greater than the available footprint with our current Headworks configuration. The Screw type screen requires 16 feet of available space causing the unit to block our partial flume that is situated in the influent channel necessary for the State mandated metering of the Plant Influent. The step screen quoted will be built to our headworks specifications allowing staff to install the step screen without reconfiguration to the current headworks. After analysis of the screw type screen versus the Step screen, staff also determined that the step screen has an overall better efficiency than the screw type screen.

FISCAL IMPACT: \$103,000.00

POSSIBLE MOTION: Award a contract to JWC Environmental for the purchase of a Fine bar screen not to exceed \$103,000.00



Helendale Community Services District

Date: June 27, 2023
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #9
Discussion and Possible Action Regarding Purchase of a Chipper with Grant Proceeds

STAFF RECOMMENDATION:

Staff requests approval of the item.

STAFF REPORT

We were informed about a grant opportunity by our CalRecycle representative who encouraged us to apply for project funding. Staff applied for an enclosure for food waste and equipment to spread composting at the park. When the District was informed about the waiver of the SB1383 organics diversion waiver Staff contacted CalRecycle and asked if we were still eligible for the grant. It was affirmed that the District was eligible and Staff subsequently requested to change the project to the purchase of a chipper that would help increase the density of the green waste loads.

The proposed unit is a 2023 Vermeer BC1200XL which is a mid-sized chipper at a cost of \$67,671.80 and could be delivered as early as mid-July. Staff received pricing on a larger unit at \$92,272.35 but that exceeded the grant award. In addition, quotes on used 2023 chippers of comparable size were also secured at \$62,500 and \$64,000. There was not much difference between those and a new unit which comes with a two-year engine warranty and a one-year warranty on the balance of the unit. There is a very small market for chippers with the local representative for Vermeer being RDO in Riverside representing southern California.

In early June, the District received a check for the grant proceeds from Cal Recycle for \$75,000. The proposed chipper will cost \$67,671.80 and will be covered under the grant. The balance of the funds will be used to prepare a site for the chipper. The location is anticipated to be behind the Community Center but additional fencing may be required to secure the unit.

FISCAL IMPACT: \$67,871.80 from grant proceeds

REQUESTED ACTION: Approve the purchase of a 2023 Vermeer BC1200XL from RDO equipment in an amount not to exceed \$68,000.

ATTACHMENTS: None



Helendale Community Services District

Date: June 27, 2024
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #10
Discussion and Possible Action Regarding Update on Funding from Congressman Olberholte's Set Aside for Wastewater Engineering and Environmental Work

STAFF RECOMMENDATION:

Staff is asking for the Board's affirmation that it wishes to proceed with the grant scope of work for engineering and environmental services including a cost share of approximately \$250,000 of in-kind and cash expenditures by the District.

STAFF REPORT

Over two years ago Staff met with Congressman Olberholte's staff and requested funding to assist with engineering and environmental services for the wastewater upgrade. The District needs to have engineering drawings at a substantial level of completion prior to looking for construction funding if there is a desire to upgrade the plant to tertiary level for use on the park and other turf areas in the community.

In 2023 the District was informed that the Congressman was successful in getting funding set aside for the District. Due to the nature of the funding for wastewater, it was assigned to the Environmental Protection Agency to oversee. The process outlined by EPA has taken well over a year to receive "grant" guidance. In May, EPA released their guidance document for the funding and has now assigned a new officer to oversee the distribution of the funding. Additional information about the project has been requested of the District which has been compiled by the engineer at a fee. In addition, the District needs to include price and cost for environmental services to be included in the grant. Staff has spoken with two different environmental firms and received cost for completing the environmental work to meet the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA) requirements. NEPA is required any time federal funding is involved. If the District anticipates applying for state funding, CEQA is required. The proposed scope of work will cover both requirements.

FISCAL IMPACT: Cost share of \$250,000 of in-kind and cash

REQUESTED ACTION: Affirm desire to proceed with wastewater engineering and environmental services as outlined in staff report.

ATTACHMENTS: None.