



Helendale Community Services District Regular Board Meeting

26540 Vista Road, Suite C, Helendale, CA 92342

Thursday, August 6, 2020 at 6:30 PM

SPECIAL NOTICE OF TELECONFERENCE ACCESSIBILITY

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

<https://attendee.gotowebinar.com/register/49040826232191246>

(Dial-in instructions will be provided after registering at the link above)

Call to Order - Pledge of Allegiance

1. Approval of Agenda

2. Public Participation

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

3. Consent Items

- a. Approval of Minutes: July 16, 2020, Regular Board Meeting
- b. Directors Compensation and Expenses
- c. Bills paid report
- d. COVID Update

4. Reports

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

Regular Business:

5. Discussion and Possible Action Regarding Well Development Process and Circulation of Bids for Well Drilling Services
6. Discussion and Possible Action Regarding Requested Use of the Community Room
7. Discussion and Possible Action Regarding Circulating Bids for Community Center Parking Area
8. Discussion and Possible Action Regarding Adoption of Resolution 2020-11: A Resolution of The Helendale Community Services District Board of Directors Approving Application for Per Capita Grant Funds
9. Discussion and Possible Action Regarding Prop 68 Statewide Parks Grant

Other Business

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

Closed Session

11. Conference with Real Property Negotiators (Government Code Section 54956.8)

Property: APN's: 0467-021-33; 0466-181-25; 0466-618-26

District Negotiator: Kimberly Cox, General Manager

Negotiating Parties: US Materials

Under Negotiation: Price and Terms of Payment

12. Conference with Legal Counsel – Anticipated Litigation

Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)

One Potential Case

13. Conference with Legal Counsel – Anticipated Litigation

Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4)

One Potential Case

14. Conference with Real Property Negotiators (Government Code Section 54956.8)

Property: APN's: 0467-121-28, 0467-121-22

District Negotiator: Kimberly Cox, General Manager

Negotiating Party: Carl Ross Living Trust

Under Negotiation: Price and Terms of Payment

15. Report of Closed Session Items

16. Adjournment

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



Helendale Community Services District

Date: August 6, 2020
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #3
Consent Items

CONSENT ITEMS

- a. Approval of Minutes: June 18
- b. Bills Paid Report
- c. Directors Expenses
- d. COVID Update



Helendale Community Services District

Date: August 6, 2020
TO: Board of Directors
FROM: Kimberly Cox, General Manager
BY: Cheryl Vermette
SUBJECT: Agenda item #3a
Minutes from Board meeting 7/16/2020



*Minutes of the Helendale Community Services District
BOARD OF DIRECTORS MEETING
July 16, 2020 at 6:30 PM
26540 Vista Road, Suite C. Helendale, CA 92342*

Pursuant to the provisions of Executive Order N-29-20 issued by Governor Gavin Newsom in response to the COVID-19 pandemic and in an effort to prevent the spread of the virus, Helendale CSD's June 4, 2020 board meeting was held via teleconference.

Board Members Roll Call:

Ron Clark – President (via teleconference); Tim Smith - Vice President; Sandy Haas, Secretary; Craig Schneider – Director; Henry Spiller – Director

Staff Members Present:

Kimberly Cox, General Manager
Cheryl Vermette, Program Coordinator
Alex Aviles, Wastewater Operations Manager (via teleconference)

Consultants:

Steve Kennedy, Legal Counsel

Members of the Public:

There were no members of the public present via the teleconference link

Call to Order and Pledge of Allegiance

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

1. Approval of Agenda

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

Vote: Motion carried by the following roll call vote: 5 Yes; 0 No

2. Public Participation

None

3. Consent Items

- a. Approval of Minutes: June 18, 2020 Regular Board Meeting
- b. Bills Paid Report
- c. Directors Compensation and Expenses
- d. May Financials

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

Vote: Motion carried by the following vote: 5 Yes; 0 No

4. Reports

- a. Directors' Reports

Director Spiller reported that he attended the Farmers Market and assisted with the EBT program and handed out park surveys.

Director Schneider reported that he attended the Farmers Market and thought attendance was a little light.

b. General Manager's Report

General Manager Cox presented a picture of the new Bobcat the Board previously approved and thanked the Board for allowing staff to purchase the item.

GM Cox presented the wastewater report. Staff replaced Primary #2 scum rake end to stop bypass of skim material. Staff collected the 4th round of samples from the four new monitoring wells and also rebuild the 4" plumbing due to a leak on the East pump at the alfalfa fields. Staff potholed the alfalfa field valve pack to design the manifold supply line. Tunnel Vision assisted with degreasing both pump stations. Silver Lakes Parkway lift station was in bypass and Staff installed a new hose and re-primed the pump. Mojave Desert Air Quality Management District performed an inspection and issued a corrective citation due to a small tear on the bottom of the fuel hose, which the contractor has come out and repaired. Staff cleaned the center of the digester and built a diffuser system to keep the digester mixed to avoid caking.

General Manager Cox gave the administration update. There were 60 account transfers in June. She showed a graph comparing the monthly account transfers annually. She also presented a graph showing how customers make their payments. The majority of customers, 23%, make their payments on the CSD website; 22% use autopay (ACH), 21% pay in person; 15% pay using Bill Pay; 13% pay by mail and 6% pay by phone. Normally, the majority of customers choose to pay in person, however, due to COVID-19 social distancing many of our customers are now using autopay (ACH) or paying on our website. UIA payments for July were \$7,244.57.

Public Hearings

5. Public Hearing to Receive Comments Regarding Possible Adoption of Resolution 2020-08: A Resolution of the Board of Directors of the Helendale Community Services District Authorizing the Establishment and Continuation of Collection of Water and Sewer Standby Charges for Fiscal Year 2021

Discussion: Resolution 2020-08 authorizes the establishment and continuation of collection of water and sewer standby fees. This resolution finalizes the process initiated by Resolution 2020-2 adopted on April 16, 2020. The minimum fee is \$30 per service per parcel. One parcel in the proximity of both water and sewer lines, but not connected, would be charged \$60.00 (\$30.00 for each service availability). The resolution also reiterates the District is the successor agency to County Service Area 70. Zones B & C. Approximately 625 Parcels are subject to the Water Standby Fee and generate \$18,000 in fee revenue

617 Parcels are subject to the Sewer Standby Fee and generate \$17,000 in fee revenue

Each year there are outstanding prior year fees that are paid for an estimated total of \$44,000. Upon approval of Resolution 2020-08, the two data files will be sent via email to the County Assessor for placement on the next tax bill by August 10. The purpose of a Standby Fee is to reserve capacity in the system for that property. Exhibits A and B attached to the resolution illustrate the calculation used to determine the standby fees for both water and sewer. These fees are based upon Equivalent Buildable Unit (EBU) – the charge is \$30 per EBU. Parcels between 0 to 1 acre in size equals \$30 and any fractions of size equals 1EBU, for example 1.5-acre parcels = 2EBU's. The public hearing was noticed in the Daily Press as required and no protests have been received.

Public Hearing: Vice President Smith opened the public hearing at 6:56 pm. Hearing no comments the public hearing was closed at 6:56 pm.

Motion: Director Schneider made the motion to adopt Resolution 2020-08: A Resolution of the Board of Directors of the Helendale Community Services District Authorizing the Establishment and Continuation of Collection of Water and Sewer Standby Charges for Fiscal Year 2021. Director Spiller seconded the motion.

Vote: The motion was approved by the following roll call vote: President Clark – Yes; Vice President Smith – Yes; Secretary Haas – Yes; Director Schneider – Yes; Director Spiller – Yes

6. Public Hearing to Receive Comments Regarding Possible Adoption of Resolution 2020-09: A Resolution of the Board of Directors of the Helendale Community Services District Confirming, or Modifying and Then Confirming, the Report of Delinquent Water, Sewer and Trash Collection User Charges for the Purpose of Collecting Said Charges on the San Bernardino County Tax Roll

Discussion: Government agencies have the ability to place delinquent utility accounts on the County tax roll. Resolution 2020-09 confirms the report of delinquent water, sewer and trash collection user charges and authorizes the collection via the County tax roll. All 24 properties on the list have been previously liened and have outstanding unpaid balances. The total number of properties is up from 9 properties last FY. All properties on the list have received a letter from the District informing them of the process. The total amount of delinquent charges is \$20,871.58. The list of delinquent accounts to be collected on the tax roll will be submitted to the County by no later than August 10, 2020. Property owners who pay prior to submittal will be removed from the list until 8/10. After 8/10, no payments can be taken off by HCSD for these delinquent account amounts to allow staff to compile the file into the format used by San Bernardino County. Several property owners who were sent a letter have paid their delinquent charges. No objections have been received to date. The Staff recommendation included authorization for Staff to make any final adjustments based upon any payments or other discovery prior to County submittal.

Public Hearing: Vice President Smith opened the public hearing at 7:00 pm. Hearing no comments the public hearing was closed at 7:00 pm.

Motion: Director Haas made the motion to adopt Resolution 2020-09: A Resolution of the Board of Directors of the Helendale Community Services District Confirming, or Modifying and Then Confirming, the Report of Delinquent Water, Sewer and Trash Collection User Charges for the Purpose of Collecting Said Charges on the San Bernardino County Tax Roll

Vote: The motion was approved by the following roll call vote: President Clark – Yes; Vice President Smith – Yes; Secretary Haas – Yes; Director Schneider – Yes; Director Spiller – Yes

7. Public Hearing to Receive Comments Regarding Possible Adoption of Resolution 2020-10: A Resolution of the Board of Directors of the Helendale Community Services District Authorizing the Establishment and Continuation of Collection of Refuse Disposal Land Use Fees for Fiscal Year 2020-2021

Discussion: On November 2010, San Bernardino Solid Waste Management transferred the Refuse Disposal Land Use Fee to HCSD. The District, instead of the County now collects the \$85.14 refuse disposal fee per Equivalent Single-Family Residence (ESRF) for the area. This is a pre-Prop 13 tax and cannot be increased without voter approval

If not collected on the tax rolls, this fee would require the monthly trash fee be increased by the amount required to cover the disposal costs. The amount differs based on the type of residence on a parcel.

i.e. two SFRs, three SFRs, duplex, triplex, etc as outlined in Exhibit A of the Resolution. The amount is collected on the County property tax bill and paid to the District periodically during the fiscal year. The total ESFR for FY 19/20 was \$224,187.

What the ESFR Funds: disposal of the community's waste picked up at the curb weekly by Burrtec; two Community Clean-up Days; shred truck for document destruction; green waste disposal program; bulky item pick-up & disposal program; dump passes; outreach and educational materials and two Recycling Center employees. Resolution 2020-10 authorizes the General Manager to cause the levy of the special assessment for Refuse Land Use Fees to be collected on the 2020-21 San Bernardino County Tax Roll. The parcel information will be forwarded to the County by August 10. The public hearing was noticed in the Daily Press in accordance with law. To date, no protests have been received.

Public Hearing: Vice President Smith opened the public hearing at 7:07 pm. Hearing no comments the public hearing was closed at 7:08 pm.

Motion: Director Spiller made the motion to adopt Resolution 2020-10: A Resolution of the Board of Directors of the Helendale Community Services District Authorizing the Establishment and Continuation of Collection of Refuse Disposal Land Use Fees for Fiscal Year 2020-2021

Vote: The motion was approved by the following roll call vote: President Clark – Yes; Vice President Smith – Yes; Secretary Haas – Yes; Director Schneider – Yes; Director Spiller – Yes

8. Discussion Only Regarding Response to COVID-19 Pandemic

Discussion: Staff continues to modify the guidance issues by the regulatory authorities

On July 13, a roll-back was announced due to an increase in cases in the County and State. Many businesses that were opened a month ago had to close once again. Staff continues to implement appropriate sanitation protocols protective of the public and staff. Customers have been very understanding. Staff continues to monitor cash-flow due to no disconnection requirement (N-42-20), currently 183 customers have not paid, and we are running \$42,888 in arrears. Cash flow has been better than expected. Sixteen accounts have not paid for February services (March bill), twenty-seven accounts have not paid for March services (April bill) and fifty accounts have not paid for April service (May bill).

8A. Discussion and Possible Action Regarding Sole Source Emergency Purchase of Supplies

Discussion: Circumstances outlined in the staff report present a necessity to expeditiously acquire certain supplies. The purchasing policy allows for such occasional and specific action as may occur during the course of business. The Board, in some circumstances, is required to make certain determinations and findings to support the necessity. The purchase of supplies totaling \$32,641 plus tax of \$2529.68 for a total of \$35,170.68 is being requested due to a perfect storm of events driven by the COVID19 pandemic. Staff is under regulatory pressure to complete the secondary irrigation project at the park. Relying primarily on the exception to competitive bidding created by the urgency of the situation and need for immediate action Staff is requesting approval from the Board for the emergency purchase outlined in Staff report.

Motion: Director Schneider made the motion to approve the purchase of materials from Inland Water Works to complete the Board ordered irrigation pipeline in an amount of \$35,170.68 plus a 10% contingency.

Vote: The motion was approved by the following roll call vote: President Clark – Yes; Vice President Smith – Yes; Secretary Haas – Yes; Director Schneider – Yes; Director Spiller – Yes

Other Business

- 9. Requested items for next or future agendas (Directors and Staff only)
Director Smith requested to discuss alternatives to FP-5.

Vice President Smith called for a brief recess at 7:27 pm.
Vice President Smith Called the closed session to order at 7:37 pm.

Closed Session

- 10. Conference with Real Property Negotiators (Government Code Section 54956.8)
Property: APN's: 0467-021-33; 0466-181-25; 0466-618-26
District Negotiator: Kimberly Cox, General Manager
Negotiating Parties: US Materials
Under Negotiation: Price and Terms of Payment
- 11. Conference with Legal Counsel – Anticipated Litigation
Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)
One Potential Case
- 12. Conference with Legal Counsel – Anticipated Litigation
Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4)
One Potential Case

Vice President Smith adjourned the closed session at 8:37 pm at which time Legal Counsel Kennedy announced any action resulting from closed session items.

- 13. Report of Closed Session Items
Action: There were no reportable actions resulting from closed session.

- 14. **Adjournment**
Action: Vice-President Tim Smith adjourned the meeting at 8:38 pm

Submitted by:

Approved By:

Tim Smith, Vice President

Sandy Haas, Secretary

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



Helendale Community Services District

Date: August 6, 2020
TO: Board of Directors
FROM: Kimberly Cox, General Manager
BY: Sharon Kreinop, Senior Account Specialist
SUBJECT: Agenda item #3 b
Consent Items: Updated Bills Paid and Presented for Approval

STAFF RECOMMENDATION:

Updated Report Only. Receive and File

STAFF REPORT:

Staff issued 100 checks and 20 EFT's totaling \$459,534.41

Total Cash Available:	<u>8/03/20</u>	<u>7/12/20</u>
Cash	\$6,031,040.67	\$6,152,655.21
Checks/EFT's Issues	\$ 459,534.41	\$ 261,349.26

Investment Report

The Investment Report shows the status of the invested District funds. The current interest rate is 1.20% for LAIF, and 0.20% for the CBB Sweep Account for July 2020. Interest earned in July 2020 on CBB Sweep Account is \$993.18.



Helendale CSD

Bills Paid and Presented for Approval

Transaction Detail

Issued Date Range: 07/10/2020 - 08/03/2020

Cleared Date Range: -

Issued Date	Number	Description	Amount	Type	Module
Bank Account: 251229590 - CBB Checking					
07/13/2020	23259	California State Disbursement Unit	-230.76	Check	Accounts Payable
07/14/2020	23260	Fedak & Brown LLP	-6,551.00	Check	Accounts Payable
07/14/2020	23261	Hach Company	-3,000.00	Check	Accounts Payable
07/14/2020	23262	Univar Solutions USA Inc	-1,787.57	Check	Accounts Payable
07/14/2020	23263	Sonic Systems, Inc	-1,400.90	Check	Accounts Payable
07/14/2020	23264	Southern California Edison	-154.60	Check	Accounts Payable
07/14/2020	23265	Southern California Edison	-1,552.12	Check	Accounts Payable
07/14/2020	23266	Southern California Edison	-149.09	Check	Accounts Payable
07/14/2020	23267	Southern California Edison	-1,256.25	Check	Accounts Payable
07/14/2020	23268	Southern California Edison	-297.87	Check	Accounts Payable
07/14/2020	23269	Burrtec Waste Industries Inc	-341.98	Check	Accounts Payable
07/14/2020	23270	Burrtec Waste Industries Inc	-474.24	Check	Accounts Payable
07/14/2020	23271	Burrtec Waste Industries Inc	-474.24	Check	Accounts Payable
07/14/2020	23272	County of San Bernardino	-60.00	Check	Accounts Payable
07/14/2020	23273	G.A. Osborne Pipe & Supply Inc.	-874.18	Check	Accounts Payable
07/14/2020	23274	Grainger, Inc	-223.95	Check	Accounts Payable
07/14/2020	23275	Harbor Freight Tools	-53.86	Check	Accounts Payable
07/14/2020	23276	Lowe's Inc.	-906.25	Check	Accounts Payable
07/14/2020	23277	On Line	-28.50	Check	Accounts Payable
07/14/2020	23278	Uline	-381.49	Check	Accounts Payable
07/14/2020	23279	USA Blue Book	-694.84	Check	Accounts Payable
07/14/2020	23280	Allied Public Risk	-12,967.00	Check	Accounts Payable
07/14/2020	23281	AVCOM Services Inc.	-498.00	Check	Accounts Payable
07/14/2020	23282	Burrtec Waste Industries Inc	-3.69	Check	Accounts Payable
07/14/2020	23283	Cash - Farmer's Market EBT	-1,000.00	Check	Accounts Payable
07/14/2020	23284	Cash - Market Match	-500.00	Check	Accounts Payable
07/14/2020	23285	Frontier Communications	-127.88	Check	Accounts Payable
07/14/2020	23286	Frontier Communications	-48.60	Check	Accounts Payable
07/14/2020	23287	Geo-Monitor, Inc.	-3,692.50	Check	Accounts Payable
07/14/2020	23288	NOBEL Systems	-12,200.00	Check	Accounts Payable
07/14/2020	23289	Prudential Overall Supply, Inc	-620.34	Check	Accounts Payable
07/14/2020	23290	San Bernrdino County	-10,000.00	Check	Accounts Payable
07/14/2020	23291	WaterMaster	-1,892.34	Check	Accounts Payable
07/16/2020	23292	Void Check	0.00	Check	Accounts Payable
07/16/2020	23293	Void Check	0.00	Check	Accounts Payable
07/16/2020	23294	Void Check	0.00	Check	Accounts Payable
07/16/2020	23295	Houston & Harris PCS, Inc.	-1,593.75	Check	Accounts Payable
07/16/2020	23296	Konica Minolta	-808.35	Check	Accounts Payable
07/16/2020	23297	Provident Agency, Inc	-1,887.00	Check	Accounts Payable
07/16/2020	23298	Ryan Herco Flow Solutions	-211.64	Check	Accounts Payable
07/16/2020	23299	UIA Ultimate Internet Access, Inc	-54.99	Check	Accounts Payable
07/16/2020	23300	Zenith Insurance Company	-16,538.00	Check	Accounts Payable
07/16/2020	23301	Allied Public Risk	-51,574.00	Check	Accounts Payable
07/16/2020	23302	Apple Valley Communications, Inc	-200.00	Check	Accounts Payable
07/16/2020	23303	Choice Builder	-1,073.47	Check	Accounts Payable
07/16/2020	23304	Void Check	0.00	Check	Accounts Payable
07/16/2020	23305	Void Check	0.00	Check	Accounts Payable
07/16/2020	23306	Void Check	0.00	Check	Accounts Payable
07/16/2020	23307	County of San Bernardino, Solid Waste Mgmt. Div.	-1,156.94	Check	Accounts Payable
07/16/2020	23308	Heather L. Starstman	-105.30	Check	Accounts Payable
07/16/2020	23309	Home Depot Credit Services	-415.23	Check	Accounts Payable
07/16/2020	23310	Infosend, Inc	-1,889.92	Check	Accounts Payable

Bank Transaction Report

Issued Date Range: -

Issued Date	Number	Description	Amount	Type	Module
07/16/2020	23311	O'Reilly Auto Parts	-839.37	Check	Accounts Payable
07/16/2020	23312	Void Check	0.00	Check	Accounts Payable
07/16/2020	23314	Burrtec Waste Industries, Inc.	-42,733.60	Check	Accounts Payable
07/16/2020	23315	Brunick, McElhaney & Kennedy	-3,512.50	Check	Accounts Payable
07/16/2020	23316	A&G Instrument Service and Calibration, Inc.	-950.80	Check	Accounts Payable
07/16/2020	23317	Eide Bailly	-4,150.80	Check	Accounts Payable
07/21/2020	23318	JIXING INVESTMENTS LLC	-341.67	Check	Utility Billing
07/21/2020	23319	VANESSA ORDUNA	-73.00	Check	Utility Billing
07/21/2020	23320	SWANN DO	-257.00	Check	Utility Billing
07/21/2020	23321	NICHOLAS MICHAEL TOMSYCK	-221.00	Check	Utility Billing
07/21/2020	23322	NICHOLAS BEBERNISS	-136.93	Check	Utility Billing
07/22/2020	23323	California State Disbursement Unit	-230.76	Check	Accounts Payable
07/22/2020	23324	Bob's Cooling & Heating	-375.00	Check	Accounts Payable
07/22/2020	23325	Citizens Buisness Bank	-149,447.45	Check	Accounts Payable
07/22/2020	23326	FLSmith	-5,277.50	Check	Accounts Payable
07/22/2020	23327	Void Check	0.00	Check	Accounts Payable
07/22/2020	23328	Void Check	0.00	Check	Accounts Payable
07/22/2020	23329	Void Check	0.00	Check	Accounts Payable
07/22/2020	23330	Southern California Edison	-19,120.32	Check	Accounts Payable
07/22/2020	23331	Southern California Edison	-1,362.67	Check	Accounts Payable
07/22/2020	23332	Southern California Edison	-2,391.23	Check	Accounts Payable
07/22/2020	23333	BRITTANY DAVIS	-153.60	Check	Utility Billing
07/22/2020	23334	WILLIAM SUDDATH	-118.70	Check	Utility Billing
07/29/2020	23335	Void Check	0.00	Check	Accounts Payable
07/29/2020	23336	Void Check	0.00	Check	Accounts Payable
07/29/2020	23337	Void Check	0.00	Check	Accounts Payable
07/29/2020	23338	Void Check	0.00	Check	Accounts Payable
07/29/2020	23339	Dewey Pest Control	-175.00	Check	Accounts Payable
07/29/2020	23340	Frontier Communications	-60.33	Check	Accounts Payable
07/29/2020	23341	Frontier Communications	-64.37	Check	Accounts Payable
07/29/2020	23342	Kimberly Cox	-221.07	Check	Accounts Payable
07/29/2020	23343	Provident Agency, Inc	-250.00	Check	Accounts Payable
07/29/2020	23344	Tyler Technologies, Inc.	-3,134.40	Check	Accounts Payable
07/29/2020	23345	UIA Ultimate Internet Access, Inc	-744.79	Check	Accounts Payable
07/29/2020	23346	UPS	-57.41	Check	Accounts Payable
07/29/2020	23347	USA Blue Book	-82.26	Check	Accounts Payable
07/29/2020	23348	Void Check	0.00	Check	Accounts Payable
07/29/2020	23349	Verizon Wireless	-709.87	Check	Accounts Payable
07/29/2020	23350	Void Check	0.00	Check	Accounts Payable
07/29/2020	23351	Void Check	0.00	Check	Accounts Payable
07/29/2020	23352	Void Check	0.00	Check	Accounts Payable
07/29/2020	23353	Void Check	0.00	Check	Accounts Payable
07/29/2020	23354	ACI Payments, Inc	-58.40	Check	Accounts Payable
07/29/2020	23355	Cardmember Services	-1,267.49	Check	Accounts Payable
07/29/2020	23356	Cashier, CDFA- Certified Farmer's Market Program 90303	-556.00	Check	Accounts Payable
07/29/2020	23357	Daily Press	-2,392.50	Check	Accounts Payable
07/29/2020	23358	Verizon California	-96.90	Check	Accounts Payable
07/29/2020	23358	Verizon California Reversal	96.90	Check Reversal	Accounts Payable
07/29/2020	23359	Southwest Gas Company	-134.67	Check	Accounts Payable
07/29/2020	23360	Verizon Wireless	-96.90	Check	Accounts Payable
07/22/2020	EFT0003272	To record CalPERS Classic Undunded Accrued Liability FY 2	-27,757.00	EFT	General Ledger
07/10/2020	EFT0003285	To reverse JN12708 Tasc Flex Claim Pmt PPE 7/5/20	777.07	EFT Reversal	General Ledger
07/10/2020	EFT0003285	To record Tasc Flex Claim Pmt - PPE 7/5/20	-777.07	EFT	General Ledger
07/13/2020	EFT0003292	CalPERS 457 Pmt PPE 7/5/20	-3,353.81	EFT	General Ledger
07/17/2020	EFT0003295	To record CalPERS Classic Pmt PPE 6/21/20	-6,426.90	EFT	General Ledger
07/17/2020	EFT0003296	CalPERS PEPR A Pmt PPE 6/21/20	-1,414.69	EFT	General Ledger
07/17/2020	EFT0003297	To record Sales Tax Pmt - 2nd Quarter Pmt	-1,406.00	EFT	General Ledger
07/22/2020	EFT0003307	CalPERS 457 Pmt PPE 7/19/20	-4,153.81	EFT	General Ledger
08/03/2020	EFT0003308	To record CalPERS Classic Pmt PPE 7/5/20	-6,780.28	EFT	General Ledger

Bank Transaction Report

Issued Date Range: -

Issued Date	Number	Description	Amount	Type	Module
08/03/2020	EFT0003309	CalPERS PEPRA Pmt PPE 3/29/20	-1,506.67	EFT	General Ledger
08/03/2020	EFT0003310	To record CalPERS Health Premium Mar 2020	-16,475.03	EFT	General Ledger
07/31/2020	EFT0003311	To record Partial Tasc Flex Claim Pmt - PPE 7/19/20	-287.50	EFT	General Ledger
08/03/2020	EFT0003312	To record Tasc Flex Claim Pmt - PPE	-489.57	EFT	General Ledger
07/14/2020	EFT0003313	CalPERS Classic Employer 1959 Survivor Billing FY 2019/20	-571.20	EFT	General Ledger
07/14/2020	EFT0003314	CalPERS PEPRA Employer 1959 Survivor Billing FY 2019/20	-384.00	EFT	General Ledger
07/10/2020	EFT0003315	To record Tasc Flex Claim Pmt - PPE	-777.07	EFT	General Ledger
08/03/2020	EFT0003317	To record Global Merchant Fees Acct 4366	-183.09	EFT	General Ledger
08/03/2020	EFT0003318	Global Fees Acct 4367	-1,529.38	EFT	General Ledger
08/03/2020	EFT0003319	To record EVO Rec Desk CC Fees 22567	-46.75	EFT	General Ledger
08/03/2020	EFT0003320	To record EVO Thrift Store CC Fees 23099	-321.07	EFT	General Ledger
07/22/2020	EFT0003321	To record CalPERS PEPRA Unfunded Accrued Liability FY2	-1,569.00	EFT	General Ledger
07/22/2020	EFT0003322	To record Bank Account Analysis Fees	-449.60	EFT	General Ledger
Bank Account 251229590 Total: (124)			-459,534.41		
Report Total: (124)			-459,534.41		

Bank Transaction Report

Bank Account	Count	Amount
251229590 CBB Checking	124	-459,534.41
Report Total:	124	-459,534.41

Cash Account	Count	Amount
No Cash Account	19	0.00
99 99-111000 Cash in CBB - Checking	105	-459,534.41
Report Total:	124	-459,534.41

Transaction Type	Count	Amount
Check	101	-383,748.89
Check Reversal	1	96.90
EFT	21	-76,659.49
EFT Reversal	1	777.07
Report Total:	124	-459,534.41



Helendale Community Services District

Date: July 16, 2020
TO: Board of Directors
FROM: Kimberly Cox, General Manager
BY: Cheryl Vermette
SUBJECT: Agenda item #3c
Presentation of Directors' Expenses

STAFF REPORT:

Attached for the Board's consideration is a spreadsheet that outlines Director's expenses paid for the current pay period.

Director's Expenses
Pay Period Ending July 19, 2020

Name:		Craig Schnieder	
	Date	Activity	Rate
1	7/14/2020	Park and Recreation Meeting	\$137.50
2	7/15/2020	Meeting with General Manager	\$137.50
3	7/16/2020	Regular Board Meeting	\$137.50
		Miles	\$0.00
		Meals	\$0.00
		Lodging	\$0.00
		Other	\$0.00
Total this Pay Period			\$412.50

Name:		Sandy Haas	
	Date	Activity	Rate
1	7/7/2020	Update with Jean & Cheryl regarding Memorial Plaques & Other District Business	\$137.50
2	7/8/2020	Met with District Staff regarding concert cancellation & Farmers Market	\$137.50
3	7/14/2020	Park & Recreation Meeting	\$137.50
4	7/15/2020	Meeting with General Manager	\$137.50
5	7/16/2020	Regular Board Meeting	\$137.50
6	7/19/2020	Went to park reviewed plaques, grass and use	\$137.50
		Miles	\$0.00
		Meals	
		Lodging	\$0.00
		Other	
Total this Pay Period			\$825.00

Name:		Tim Smith	
	Date	Activity	Rate
1	7/14/2020	Meeting with General Manger	\$137.50
2	7/16/2020	Regular Board Meeting	\$137.50
		Miles	\$0.00
		Meals	\$0.00
		Lodging	\$0.00
		Other	
Total this Pay Period			\$275.00



Helendale Community Services District

Date: August 6, 2020
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #3d
COVID Update

STAFF REPORT

On July 13, Governor Newsome announce the rollback of previous closures and restrictions statewide as well as additional measures that must be taken in counties on the watch list, including San Bernardino County. Unlike other orders, this directive can under a public health order from the State Public Health Officer.

Staff continues to implement appropriate protocols to safeguard employees and customers. The Thrift Store continues to operate with reduced hours Monday through Saturday.

During the closure to the public the District waived the on-line payment fees for all cusotmers which totals over \$6,098 from March through July. The number of customers paying online increased from 521 in February to 668 in May. As soon as the programming change can be made by Tyler, the District will begin implementing those fees again since Staff is available to receive payments.

The County continues to show an increase in cases and recently Helendale began showing up on the County's COVID dashboard. A snapshot of the listing is included for your reference below.

Confirmed Cases by Location of Residence			
Location	Case 1	Case 2	Case 3
Daggett	1	0	1
Devore	1	0	1
El Mirage	0	0	0
Fawnskin	0	0	0
Fontana	4,156	10	4,166
Forest Falls	3	0	3
Grand Terrace	194	34	228
Green Valley Lake	1	0	1
Havasu	0	0	0
Helendale	29	0	29
Hesperia	1,012	3	1,015
Highland	911	49	960
Hinkley	5	0	5
Johnson Valley	0	0	0
Joshua Tree	21	13	34
Lake Arrowhead	8	0	8
Landers	2	0	2
Lenwood	0	0	0
Loma Linda	310	49	359
Lucerne Valley	15	0	15
Lytle Creek	5	0	5

Staff will continue to monitor the guidance issued by the State and respond accordingly.



Helendale Community Services District

Date: August 6, 2020
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #5
Discussion and Possible Action Regarding Well Development Process and Circulation of Bids for Well Drilling Services

STAFF RECOMMENDATION:

Staff seeks approval from the Board to circulate a request for proposals for well drilling services.

STAFF REPORT:

Staff is requesting approval to circulate a Request for Proposals (RFP) for well drilling services. The bidding process will comply with the District's purchasing policy and be posted in the local newspaper. Additionally, direct solicitation will be sent to qualified drilling companies. Below are some of the very preliminary estimated costs, based upon the last wells the District completed:

\$500,000 for the drilling
\$100,000 for equipping the well with pump, motor and column pipe
\$60,000 for Hydrogeologist
\$10,000 for engineering services
\$10,000 for SCE new pole and service connection
\$40,000 for wellhouse
\$15,000 for concrete
\$735,000

Staff will be evaluating the options related to high strength low alloy (HSLA) metal and stainless steel for the well casing which will impact the cost. Stainless is significantly more expensive but given the aggressiveness of our groundwater it may prove to be the best option in the long-run. Due to the remote location, an enclosure for the well, similar to Well 4A, would be necessary. As the Board may recall the Well 4A structure is a rolling well house that can be moved for well maintenance. Lastly, the new pipeline will be required as well as a new Edison meter. Edison is in close proximity to the site so no new line extension will be required. However, the District will not know if a line upgrade will be necessary until SCE evaluates the proposed project including the motor size and other electrical demands.

Because of the remote location of this new well, Staff feels that a turbine motor would be the best option due to the ease of access for well maintenance. Turbine motors are noisier than the submersible motors like we have on Well 4A so the remote location will facilitate this selection.

BACKGROUND:

In June, the District completed the Test Hole project to determine the viability of a new well location. The District's hydrogeologist, Mark Roberts has completed his evaluation of the water quality and the location is suitable for a new production well. Staff would like to have this project expedited to the extent possible. In July, Well 1A went down unexpectedly causing challenges with tank levels. The District ceased irrigation on the park and SLA also paused irrigation on their parks for two days to reduce the water demand on the system. Fortunately, we had a spare pump assembly on the shelf that Layne was able to install. The failed pump was under warranty and is being evaluated by the factory. This incident helps to highlight the need for a reliable third well.

GRANT:

On April 10, 2020, the district was notified that we had been awarded \$750,000 in Prop 1 funds through a competitive process through Mojave Water Agency's Integrated Regional Water Management Planning group process. Our well project had been on the list for years and was selected by the Planning group to be included in the grant application. Cheryl participated in the group on our behalf and did an outstanding job. The funds for the grant are allocated by the Department of Water Resources to the various Water Quality Board regions through the Integrated Regional Water Management (IRWM) Planning Groups. Helendale is within the Lahontan Region and the Mojave Water Agency is the local IRWMP organizer.

The District is awaiting the paperwork which will signal our ability to expend funds towards the project. Based upon the costs for Well 1A and 4A this will pay for approximately half of the well drilling project.

PROJECT SCOPE:

The project scope would include drilling and equipping a new production well located south of former Well 6 along the bluff. The project will require a new Edison service for power and a pipeline to connect the well to the existing distribution system. Staff is working on an estimate for the required pipeline extension. In addition, the services of an environmental consultant will be needed to complete the required CEQA analysis on the new site. The District will continue to utilize the professional services of our on-call hydrogeologist and will need to secure the services of an engineering firm. Staff has been in communication with Water Services Inc., an Inland Empire firm that specializes in water system engineering and Staff will be implementing an on-call Professional Services Agreement (PSA) under the General Manager's signing authority. If additional work exceeds that signing authority, the matter will be brought to the Board for consideration.

FISCAL IMPACT: Estimates as outlined in the Staff report

POSSIBLE MOTION: Motion to circulate a Request for Proposals for well drilling services

ATTACHMENTS: None



Helendale Community Services District

Date: August 6, 2020
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #6
Discussion and Possible Action Regarding Additional Uses for the Community Room

Staff Recommendation

Staff recommends approval of the requested uses.

Staff Report

Recently the Helendale School District notified the Helendale Senior Outreach and Christ the Good Shephard church that they would no longer be able to meet on school property. Both groups were advised they need to move any items out of the school by September 1. This is consistent with the notice that the District previously received regarding the use of the ACE gym. The mandate came from the State in an effort to limit the spread of COVID-19. These terminated uses have no foreseeable end date.

Helendale Senior Outreach:

Staff met with a group from the Helendale Senior Outreach who have requested the use of the Community Room for their senior activities. Staff reviewed their schedule and believe that it is compatible with other District activities. The needs of the group are minor and can easily be accommodated. They are open Monday through Thursday from 10:00 am to 2:00 p.m. The primary requirement is a climate-controlled environment in which they can set out tables for various activities. On the days there are no other recreation program activities they will leave the tables in place. When there are scheduled exercise classes the seniors will put away the tables. Their activities include puzzles, cards, Wii bowling, and bingo. They provide some minor refreshment such as yogurt, fruit and drinks during this time. On occasion they have a potluck for the group. The Seniors have a refrigerator and freezer and a small cabinet they would like to bring if the use is approved. Staff is able to easily accommodate these items.

The seniors have paid for their space at the school but have struggled to raise funds through pancake breakfasts and yard sales to pay the rent. They are requesting that this use fee be waived due to the public service they provide to the community. The Helendale Senior Outreach is a 501(c)3 organization that has insurance coverage and an elected board. They wish to retain their autonomy and continue with their independent board that guides the programs for the organization. The board members are as follows:

Jean Miernik, President
Shirley Parkes, Secretary

Norma Polen, Vice President - Facilities Chair
Barbara Yale, Treasurer

Georgia Ritchie, Communications Barbara Englehardt, Social
Nyla Kolterman, Meals On Wheels

Staff is delighted to work with this group of seniors if the Board approves the requested use. Over the last several years they have partnered with the District on various health-oriented programs. They have also used the Community room for their Annual Christmas Music Songfest. If approved, Management will work with Counsel on a Use Agreement that outlines the conditions for using the Community Room.

Christ the Good Shepard Catholic Church:

The church meets on Saturdays from 4:30 to 5:30 for mass with setup thirty minutes prior. They had previously paid \$35 per week to meet at the school, however, given the use agreement with the other church that meets in the Community room, \$50 would be more consistent to that use. As a small poorly funded church a District employee has stated she will pay the extra \$15 per week or \$720 per year to allow them to meet in the Community Room. The church has a small rolling cart that is used during the service that can easily be stored in the room. If this use is approved by the Board, the Church would like to begin meeting as early as August 1 at the Helendale Community Park since religious services can now be held outside. They will begin meeting in the building once the restrictions are lifted. If approved by the Board, Staff anticipates a positive working relationship with the church and is happy to assist them with the transition to the Community Center.

Other Uses:

Previously the District has allowed the Community Room to be leased for parties and special occasions. These events require staff to meet with the interested parties, get contracts signed, process a deposit, assign an employee to cover the event (if needed) and deal with the condition of the room afterwards (stains on the carpet, messy kitchen, food in trash cans, etc). While most events have gone without any issues, some have been very challenging and certainly not worth the small amount of revenue received. Substituting the Use Agreement with the church for the various room rentals would be revenue neutral. However, the room would still be available for use on Friday nights, Saturday until 3pm or after the church's use has concluded around 6pm.

Fiscal Impact: \$2600 in annual use fees for Christ the Good Shepard Church \$50/week
 \$1820 in annual use fees for the Church at \$35/week

Possible Motion: Approve the proposed uses from the Community room as outlined in the Staff report.

Attachments: Letter from Christ the Good Shepherd Catholic Church



Helendale Community Services District

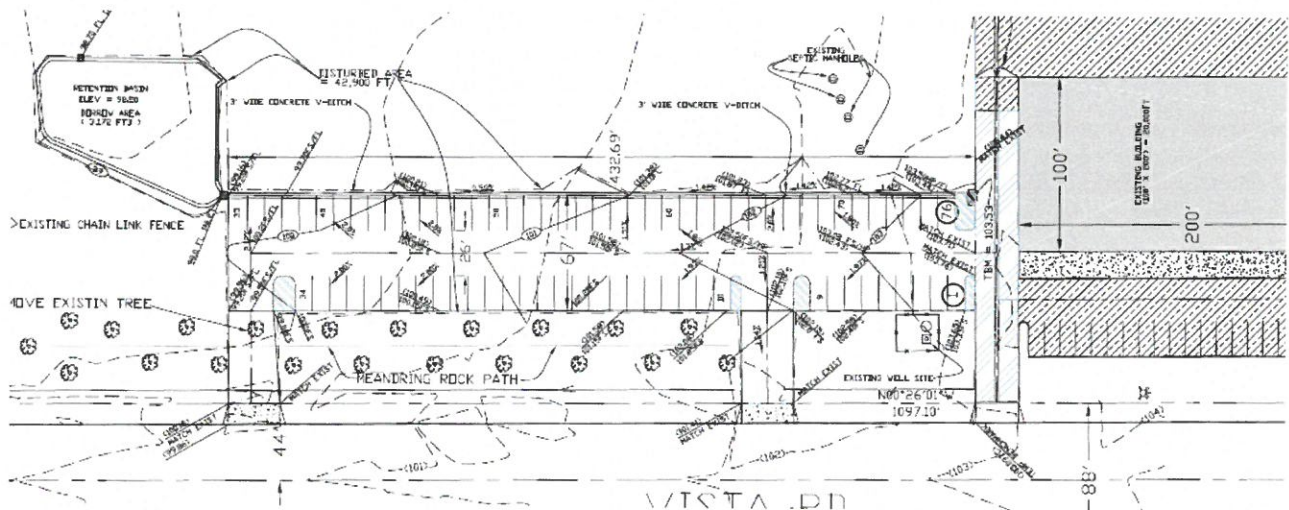
Date: August 6, 2020
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #7
Discussion and Possible Action Regarding Circulating Bids for Community Center
Parking Lot Expansion

STAFF RECOMMENDATION

Staff seeks input from the Board regarding this matter.

STAFF REPORT

The Board had previously evaluated paving options for the area north of the Community Center. The master parking lot plan was divided into phases to allow for less financial cost each year money was available for an expansion. Staff is requesting approval from the Board to circulate a Request for Proposals (RFP) for the parking lot paving project. The Community Center has struggled with limited paved parking areas which is most noticeable when events are held. It was determined by the Board that the paving to be completed initially would bound the memorial grove on the east, providing 187 new parking spaces on approximately 42,900 square feet, (or just under an acre) as illustrated below:



The suggested design for a parking lot project is three inches of asphalt over six inches of compacted base material at an estimated cost of \$4.25 per square foot. The estimated project cost would be just under \$200,000 which includes a small amount of grading required per the plans. This design would not interfere with the potential for a park development grant discussed later in the agenda.

Staff would recommend that safety lighting be included in the next phase or in the park grant to help cut costs for the initial phase.

Fiscal Impact: Approximately \$200,000

Possible Motion: Authorize Staff to circulate a Request for Proposals for parking lot paving

Attachments: None.



Helendale Community Services District

Date: August 6, 2020
TO: Board of Directors
BY: Cheryl Vermette, Program Coordinator
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #8
Discussion and Possible Action Regarding Adoption of Resolution 2020-11: A Resolution of The Helendale Community Services District Board of Directors Approving Application for Per Capita Grant Funds

STAFF RECOMMENDATION:

Staff requests direction from the Board regarding this matter.

STAFF REPORT:

The Per Capita Program is funded under Proposition 68 which was approved by voters on June 5, 2018. The program allocates funds for local park rehabilitation, creation, and improvements on a per capita basis. Helendale CSD was allocated \$177,952 plus an additional \$4,337 under the Entities with Populations Less Than 200,000 in Heavily Urbanized Counties Per Capita Grant Program. This is a 20% matching grant and the District will need to expend \$36,458.

This money can be spent to add lighting to the soccer and baseball fields and add a restroom near the baseball fields which were prioritized on the CIP. The first step in the process is for Staff to attend a mandatory workshop which was completed on 7/30/20. The next step is for the Board to authorize the application for per capita grant funds and allow Staff to submit the application. The grant performance period is between July 1, 2018 and June 30, 2024. These amenities must stay in place until June 30, 2048.

Staff is requesting direction from the Board on which projects should be included in the application and approval of Resolution 2020-11.

Fiscal Impact: \$36,458

Attachments:

Resolution 2020-11
Sample Grant Contract



RESOLUTION 2020-11

A RESOLUTION OF THE HELENDALE COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS APPROVING APPLICATION FOR PER CAPITA GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s):

NOW, THEREFORE, BE IT RESOLVED that the (grantee's governing body) hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the District's general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the District will consider a range of actions that include, but are not limited to, the following:
 - A. Conducting active outreach to diverse populations, particularly minority, low income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - B. Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - C. Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - D. Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations, and tribal communities.

- E. Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - F. Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - G. Identifying possible staff liaisons to diverse populations.
8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor, and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
 9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
 10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
 11. Delegates the authority to the (designated position, not name of person occupying position), or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
 12. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines.

Approved and adopted the 6TH day of AUGUST 2020.

I, the undersigned, hereby certify that the foregoing Resolution Number was duly adopted by the (grantee's governing body) following a roll call vote:

Ayes:

Noes:

Absent:

Ron Clark, President

Sandy Haas, Secretary

Per Capita Contract



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

**Sample Grant Contract
Per Capita Grant Program**

GRANTEE: Grantee Name

GRANT PERFORMANCE PERIOD is from July 1, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 1, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this contract (CONTRACT), and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State grant amount not to exceed \$ [GRANT amount]

GRANTEE

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)				
AMOUNT OF ESTIMATE \$		CONTRACT NUMBER	FUND	
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION		
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER		
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT	CHAPTER	STATUTE
T.B.A. NO.	B.R. NO.	INDEX	Funding Source	FISCAL YEAR
				OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.				
SIGNATURE OF ACCOUNTING OFFICER			DATE	

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and [grantee name] (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$grant amount, subject to the terms and conditions of this CONTRACT and the 20xx/xx California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 20xx to June 30, 20xx.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the act, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after

STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Grant Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Procedural Guide

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.
5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

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

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

N. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

O. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

GRANTEE

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title



Helendale Community Services District

Date: August 6, 2020
TO: Board of Directors
BY: Cheryl Vermette, Program Coordinator
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #9
Discussion and Possible Action Regarding Prop 68 Statewide Parks Grant

STAFF RECOMMENDATION:

California State Parks has released "Round 4" of the Statewide Parks Program, this will be the final round of funding. The program is funded through the Prop 68 California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018. Round 3 awarded 62 grants totaling \$254.9 million. Total funding for Round 4 is \$395,302,155. Applicants can apply for grants ranging from \$200,000 to \$8,500,000.

The District previously applied for funding in Round 3 but was not awarded a grant. The request was to add features to the Community Park on Wild Rd. including: a new community center, community garden, demonstration garden, walking paths, expanded playground area, shade covers for the playground and fitness area, batting cages, veterans war memorial, outdoor basketball courts, handball courts, additional lighting, a splash pad, pump track, new picnic and barbeque areas, and a parking lot. Some factors including park space per 1,000 residents, median household income and the fact we were expanding an existing park rather than creating a new park caused us to lose points. For Round 4 Staff recommends changing the location to the District's property on Vista Rd. Staff has begun the public scoping and many of the features that were requested in the District's previous grant application are still of interest to the community.

At least five public input meetings will need to be held to get the communities input. The application is due in December and we will find out if a grant will be awarded next summer. The District will have until 2025 to complete all projects.

Staff is requesting input from the Board on whether the District should apply for the grant, the location of the proposed park, amount to request and features for the proposed park. This item was discussed with the Park and Rec Committee who approved the community center site.

CEQA will be required. Staff has reached out to Altec Land Planning and the approximate cost for the CEQA will be \$5,000.00. Staff has also reached out to Stantec, the firm that designed the

park conceptual drawing, for a quote to create a conceptual drawing for the new location. The approximate cost will be \$6,600.00 for the design.

Attachment(s): Example of layout for discussion purposes



Outdoor Amphitheater

Vista Rd

Vista Rd

Vista Rd

Vista Rd

Jordan Rd

Jordan Rd

Jordan Rd

Splash Pad

Playground

Community Center

mini Golf

Bike Track

26540 Vista Road