



**REGULAR BOARD MEETING**  
**Thursday, October 17, 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](https://www.zoom.com) Meeting ID 463 173 8547 Passcode: HCSO. (Dial-in instructions will be provided after registering at the link)

*Pursuant to Government Code Section 54953(b), Director Sandy Haas will attend the meeting via teleconference; location at 26454 Edgewater Lane, Helendale, CA 92342. Director Ron Clark will attend the meeting via teleconference; location at 3280 Black Jack Ridge, Prescott AZ, 86305*

**Call to Order - Pledge of Allegiance**

**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 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 Meetings of October 3, 2024
- b. Bills Paid Report

**5. Reports**

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

**Regular Business:**

- 6. Discussion and Possible Action Regarding Approval of Directors' Expense Reports**
- 7. Discussion and Possible Action Regarding an Award of a Design/Build Contract to AMS Solar for a Roof-Top Solar Solution for the Helendale Community Center**
- 8. Discussion Only Regarding Update on Well 13**
- 9. Discussion Only Regarding Water Usage for Water Year 2023/2024**

**Other Business**

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

**11. Adjournment**

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



# Helendale Community Services District

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Date: October 17, 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))

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## **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

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Date: October 17, 2024  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
SUBJECT: Agenda item #4  
Consent Items

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## CONSENT ITEMS

- a. Approval of Minutes: Regular Board Meetings of October 3
- b. Bills Paid Report





# Helendale Community Services District

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Date: October 17, 2024  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
BY: Cheryl Vermette, Clerk of the Board  
SUBJECT: Agenda item #4a  
Minutes from Regular Board meetings 10/3/2024

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# Minutes of the Helendale Community Services District SPECIAL BOARD OF DIRECTORS MEETING

Date: October 3, 2024  
Time: 3:00 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 type="checkbox"/> Present	<input checked="" type="checkbox"/> Absent	<input type="checkbox"/> In Person	<input 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

## Staff Members Present

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

## Consultants/Guests

Steven Kennedy, Legal Counsel (Zoom)  
Christopher Porter, Policy Director, Office of the First District Supervisor

## Members of the public

There were two members 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

- Notification due to Just Cause
- 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 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 type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" 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

Christopher Porter – Policy Director, Office of the First District Supervisor – reported that the preliminary designs for the Darghty Crossing will be complete by the end of this month or early next month. He also reported on a ballot measure that will establish minimum funding levels.

Bill Dodson – Lions Club, presented the Board two awards for partnering with the Lions Club.

### CONSENT ITEMS

#### 4. CONSENT ITEMS

- a. Approval of Minutes: Regular Board Meeting for September 19, 2024
- b. Bills Paid Report

**Discussion** None

**Motion** Director Cardenas made the motion to approve the consent items 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 type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" 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 she attended the last Family Dinner night, and asked if there was a possibility that we can continue doing them.

Director Cardenas reminded everyone of the importance of cyber security, and warned about clicking on emails that you are unsure of.

President Spiller commented that the website had been updated to include the senior activities. He added that the Famers Market was a little sad.

##### b. General Managers Report

General Manager Cox provided the following updates: the circus is in town, clean up day is October 26; October is Cyber Security Month – she provided some cyber security tips including requesting your annual free credit report, reviewing your credit report, and locking your credit. A handout was available to the public. The BNSF BIG Project meeting is 10/3/2024 at 6:00 PM at the Barstow Performing Arts Center.

Wastewater Operations Manager Alex Aviles gave the wastewater report. Staff had the hydraulic rams repaired for the Thrift store forklift and the Wastewater backhoe. Three rams were installed and the equipment back in operation. Staff is working at well 13 to install the security camera system. Packing slips to return the flow meter that is under warranty were received, the meter was shipped back to factory on 10/3/2024. An electrical issue was found at the Smithson station. Big sky come out to troubleshoot and get it back into working condition. The ag well at the alfalfa fields failed, staff rebuilt the starter and got it back into service. Staff attended a CEWA-DAMS training and competition event in Crestline. Evans Hydro installed a newly rebuilt pump at the Smithson station, after one hour of run time, the pump failed. Staff called the company back out, the technicians found that their shop forgot to fill the reservoir with oil causing excess heat and a

failure of the mechanical seal. Staff worked on the grit removal system panel to replace a starter and overload switch.

## REGULAR BUSINESS

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

**Discussion:** None

**Motion** Director Cardenas made the motion approve 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 type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" 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 and Possible Action Regarding Review of Resolution 2024-02: A Resolution of the Board of Directors of the Helendale Community Services District Establishing Policies for its Relations Among Directors and with Staff

**Discussion** This resolution provides important guidance for Board Members and includes topics such as duties, Board structure related to officers, meeting procedures, personal conduct, communication of personal versus board positions, board discipline and relations with staff. This Resolution is reviewed at least annually; however, it can be agendized any time for Board input. Staff has no recommended changes. Any requested changes will be brought back at the next meeting for consideration. Director Guinn asked about enhancing the current document to include directors' relations among the public. General Manager Cox and Legal Counsel will work on verbiage and add to section 1.4. This item will be brought back as discussion item at a future meeting.

**Motion** The Board gave direction to staff, there was no motion on this item.

### 8. Discussion and Possible Action Regarding Review of Resolution 2012-06: A Resolution of the Board of Directors of the Helendale Community Services District Establishing a Policy for District Reserves

**Discussion** General Manager Cox cited the California Constitution Article XIII B – Government Spending Limitation Section 5 – “Each entity of government may establish such contingency, emergency, unemployment, reserve, retirement, sinking fund, trust, or similar funds as it shall deem reasonable and proper.” She also presented a section from CA Government Code Section 61112 (2023). General Manager Cox explained that there are two basic types of reserve funds: restricted reserves, which are amounts that can only be spent for specific purposes and are stipulated outside the control of the special districts, such as constitution, external resource providers (such as granting entities) or enabling legislation; the other is unrestricted reserves which is the residual of all other funds. A chart of the District's cash balances from 2007 to current was presented. She also presented the District's cash balances by fund. The Little Hoover Commission, which is an advisory commission to the State, did a scathing report in 2000 about special districts. Their report addressed “the hordes” of cash that special districts have. The report specifically targeted reserve funds. Some of the things that the Little Hoover Commission pointed out that there was a lack of guidelines for what the funds were for, a lack of visibility on financial information, and a lack of transparency. One of the

recommendations out of the report was the development of reserve policies for Special Districts. In 2012, the State was in a financial crisis, and they threatened to raid Special District reserves. The District's former finance manager developed the District's reserve policy. The intent was to provide adequate funding for short- and long-term plans (including the 5-year Capital Improvement Plan), to support rate stabilization, and ensure financial stability of the three enterprise funds. The overarching intent of the reserve policy is to show that we have the cash to fund capital improvement projects and provide transparency to the public. The most common types of reserves are operating reserves, capital reserves and emergency reserves. The policy sets target levels for the reserves. General Manager Cox presented a chart that shows the low bar and the high bar for reserves for the water and wastewater fund.

Water Total	Low	High
Reserve for Operations	\$525,000	\$1,050,000
Reserve for Replacement	\$1,491,094	\$2,982,188
Reserve for Disaster	\$1,257,700	\$1,257,700
	\$3,273,794	\$5,289,888

Wastewater Total	Low	High
Reserve for Operations	\$418,508	\$837,015
Reserve for Replacement	\$1,822,448	\$3,644,896
Reserve for Disaster	\$1,597,189	\$1,537,189
	\$3,778,145	\$5,289,888

**Motion** There was no action on this item.

## OTHER BUSINESS

9. Requested items for next or future agendas (Directors and Staff only)  
Review of the CIP when we have a new Board member – February is fine.

President Spiller called for a brief recess at 4:11 pm. The Board went into closed session at 4:21 pm.

### Closed Session

10. Conference with Real Property Negotiators  
(Government Code Section 54956.8)  
Property: 15302 Smithson Road, Helendale, California  
District Negotiator: Dr. Kimberly Cox, General Manager  
Negotiating Parties: Vertical Bridge  
Under Negotiation: Price and Terms of Option and Lease Agreement

President Spiller called the open session back to order at 4:44 pm.

11. Report of Closed Session Item

**Discussion:** Legal Counsel Kennedy reported that the Board met in closed session to discuss the agenda item, with Director Haas absent, there was no reportable action.

**12. Adjournment**

President Spiller adjourned the meeting at 4:45 pm.

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Henry Spiller, President

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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

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DATE: October 17, 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

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## STAFF RECOMMENDATION

Updated Report Only. Receive and File

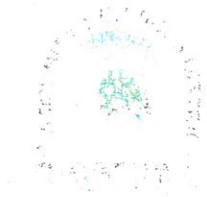
## STAFF REPORT:

Staff issued 47 checks and 14 EFT's totaling \$214,499.33

Total Cash Available:	<u>10/10/24</u>	<u>09/30/24</u>
Cash	\$ 8,357,677.31	\$ 8,148,129.00
Checks/EFT's Issued	\$ 214,499.33	\$ 344,446.91

## INVESTMENT REPORT:

The Investment Report shows the status of the District funds invested. September 2024 interest were 5.2597 for CA Class and 4.575% for LAIF. Interest earned September 2024 on CA Class account was \$16,110.18.



Issued Date	Number	Description	Amount	Type	Module
Bank Account: 211102187 - CBB Checking					
10/09/2024	<a href="#">27687</a>	Reverse Refund Check GABRIEL MARTINEZ	64.26	Check Reversal	Utility Billing
10/01/2024	<a href="#">28213</a>	Beck Oil Inc	-3,254.75	Check	Accounts Payable
10/01/2024	<a href="#">28214</a>	Beck Oil Inc	-702.62	Check	Accounts Payable
10/01/2024	<a href="#">28215</a>	Burrtec Waste Group, Inc	-58,662.39	Check	Accounts Payable
10/01/2024	<a href="#">28216</a>	Cashier, CDFA- Certified Farmer's Market	-246.00	Check	Accounts Payable
10/01/2024	<a href="#">28217</a>	County of San Bernardino, Solid Waste Mgmt. Div.	-1,226.38	Check	Accounts Payable
10/01/2024	<a href="#">28218</a>	Hartford Life	-313.60	Check	Accounts Payable
10/01/2024	<a href="#">28219</a>	Imperial Sprinkler Supply, Inc.	-515.60	Check	Accounts Payable
10/01/2024	<a href="#">28220</a>	Mobile Occupational Services, Inc.	-365.00	Check	Accounts Payable
10/01/2024	<a href="#">28221</a>	Quinn Company	-3,150.37	Check	Accounts Payable
10/01/2024	<a href="#">28222</a>	Rebecca Gonzalez	-600.00	Check	Accounts Payable
10/01/2024	<a href="#">28223</a>	Sierra Analytical Labs, Inc	-880.00	Check	Accounts Payable
10/01/2024	<a href="#">28224</a>	Silver Lakes Landscaping and Maintenance LLC	-60.33	Check	Accounts Payable
10/01/2024	<a href="#">28225</a>	Stericycle, Inc	-97.91	Check	Accounts Payable
10/01/2024	<a href="#">28226</a>	Underground Service Alert of Southern California	-35.90	Check	Accounts Payable
10/01/2024	<a href="#">28227</a>	Univar Solutions, USA	-3,036.20	Check	Accounts Payable
10/01/2024	<a href="#">28228</a>	Silver Lakes Landscaping and Maintenance LLC	-6,665.00	Check	Accounts Payable
10/07/2024	<a href="#">28229</a>	AVCOM Services Inc.	-1,327.02	Check	Accounts Payable
10/07/2024	<a href="#">28230</a>	Frontier Communications	-195.49	Check	Accounts Payable
10/07/2024	<a href="#">28231</a>	Frontier Communications	-70.31	Check	Accounts Payable
10/07/2024	<a href="#">28232</a>	G.A. Osborne Pipe & Supply Inc.	-1,807.81	Check	Accounts Payable
10/07/2024	<a href="#">28233</a>	Jason Manness	-440.00	Check	Accounts Payable
10/07/2024	<a href="#">28234</a>	Mobile Occupational Services, Inc.	-50.00	Check	Accounts Payable
10/07/2024	<a href="#">28235</a>	O'Reilly Auto Parts	-713.29	Check	Accounts Payable
10/07/2024	<a href="#">28236</a>	Robert Collison	-70.67	Check	Accounts Payable
10/07/2024	<a href="#">28237</a>	SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT	-35.00	Check	Accounts Payable
10/07/2024	<a href="#">28238</a>	Ultimate Internet Access, Inc	-811.64	Check	Accounts Payable
10/07/2024	<a href="#">28239</a>	Sonic Systems, Inc	-2,151.60	Check	Accounts Payable
10/07/2024	<a href="#">28240</a>	Deserada Homes	-1,267.10	Check	Utility Billing
10/07/2024	<a href="#">28241</a>	ARIZONA PIPELINE	-1,156.16	Check	Utility Billing
10/07/2024	<a href="#">28242</a>	CHICAGO TITLE COMPANY	-449.51	Check	Utility Billing
10/07/2024	<a href="#">28243</a>	TOUCHSTONE ESCROW	-28.51	Check	Utility Billing
10/07/2024	<a href="#">28244</a>	STONE CREEK ESCROW INC.	-315.74	Check	Utility Billing
10/07/2024	<a href="#">28245</a>	SHANNON HILL	-245.87	Check	Utility Billing
10/07/2024	<a href="#">28246</a>	ASHLIE VAN HOLST	-328.49	Check	Utility Billing
10/07/2024	<a href="#">28247</a>	STEPHANIE BOUCHEY	-254.50	Check	Utility Billing
10/08/2024	<a href="#">28248</a>	C. J. Brown & Company, CPAs	-9,321.00	Check	Accounts Payable
10/08/2024	<a href="#">28249</a>	Eide Bailly LLP	-5,327.63	Check	Accounts Payable
10/08/2024	<a href="#">28250</a>	Burrtec Waste Industries Inc	-664.08	Check	Accounts Payable
10/08/2024	<a href="#">28251</a>	Burrtec Waste Industries Inc	-191.88	Check	Accounts Payable
10/08/2024	<a href="#">28252</a>	Business Card	-15,187.65	Check	Accounts Payable
10/08/2024	<a href="#">28253</a>	Choice Builder	-1,077.25	Check	Accounts Payable
10/08/2024	<a href="#">28254</a>	Core & Main LP	-287.83	Check	Accounts Payable
10/08/2024	<a href="#">28255</a>	Department of Justice / Sscond Hand Dealer & Pawnbroker	-300.00	Check	Accounts Payable
10/08/2024	<a href="#">28256</a>	Infosend, Inc	-1,995.94	Check	Accounts Payable
10/08/2024	<a href="#">28257</a>	Lowe's Inc.	-185.92	Check	Accounts Payable

# Bank Transaction Report

Issued Date	Number	Description	Amount	Type	Module
10/08/2024	<a href="#">28258</a>	McCrometer, Inc.	-2,241.34	Check	Accounts Payable
10/08/2024	<a href="#">28259</a>	Online Information Services, Inc	-72.07	Check	Accounts Payable
10/08/2024	<a href="#">28260</a>	Silver Lakes Hardware	-30.19	Check	Accounts Payable
10/08/2024	<a href="#">28261</a>	Tyler Technologies, Inc.	-6,086.00	Check	Accounts Payable
10/07/2024	<a href="#">EFT0005176</a>	CalPERS PEPRA Pmt PPE 9/8/24	-2,817.16	EFT	General Ledger
10/07/2024	<a href="#">EFT0005177</a>	CalPERS Classic Pmt PPE 9/8/24	-9,525.43	EFT	General Ledger
10/08/2024	<a href="#">EFT0005184</a>	To record CalPERS Health Premium	-21,313.53	EFT	General Ledger
10/02/2024	<a href="#">EFT0005189</a>	SCE Community Center ACH Acct.# 700218740906	-3,664.61	EFT	General Ledger
10/07/2024	<a href="#">EFT0005190</a>	SCE ACH WWTP & Wells 3,4 & 1 Acct 700547354472	-33,511.59	EFT	General Ledger
10/09/2024	<a href="#">EFT0005193</a>	SW Gas ACH 4-Plex Acct # 910000817466	-73.69	EFT	General Ledger
10/09/2024	<a href="#">EFT0005194</a>	SW Gas ACH WWTP Acct # 910000010195	-41.34	EFT	General Ledger
10/09/2024	<a href="#">EFT0005195</a>	SW Gas Community Center 910000010177	-12.68	EFT	General Ledger
10/03/2024	<a href="#">EFT0005196</a>	SW Gas Water Shop Acct # 910001037540	-11.00	EFT	General Ledger
10/02/2024	<a href="#">EFT0005201</a>	To record Paymentech CC Fees Acct Ending 9479	-513.08	EFT	General Ledger
10/02/2024	<a href="#">EFT0005202</a>	To record Paymentech Fees Acct Ending 6621	-2,424.23	EFT	General Ledger
10/01/2024	<a href="#">EFT0005203</a>	To record EVO Thrift Store CC Fees 23099	-628.65	EFT	General Ledger
10/01/2024	<a href="#">EFT0005205</a>	To record Tasc Flex Claim Pmt PPE 9/22/24	-889.55	EFT	General Ledger
10/08/2024	<a href="#">EFT0005206</a>	CalPERS 457 Pmt PPE 10/06/24	-4,637.51	EFT	General Ledger
			<b>Bank Account 211102187 Total: (64)</b>		<b>-214,499.33</b>
			<b>Report Total: (64)</b>		<b>-214,499.33</b>

Bank Account

[211102187 CBB Checking](#)

Count	Amount
64	-214,499.33
Report Total:	-214,499.33

Cash Account

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

Count	Amount
64	-214,499.33
Report Total:	-214,499.33

Transaction Type	Count	Amount
Check	49	-134,499.54
Check Reversal	1	64.26
EFT	14	-80,064.05
Report Total:	64	-214,499.33



Master Card Aug 17- Sep 16, 2024										
Acct #	Description	Charges	Charges	Charges	Charges	Charges	Charges	Charges	Charges	Totals
01-524500	HDMWA Dinner & Class	230.00								230.00
01-541000	Fire Flow Switch	140.47								140.47
01-553000	Operating Supplies	5.12	128.15							133.27
01-553600	Uniform Shirts	48.48								48.48
01-545000	Vactor Parts	438.16								438.16
01-554600	Tool Sets	320.02								320.02
02-524500	Hotel / Ron Scriven Class / Parking	247.54	71.21	12.00	12.00	267.54				622.29
02-541000	Grit Screen Maint / Starter for Grit Removal	243.74	466.77							710.51
02-553000	Operating Supplies	5.11	124.91							130.02
03-556800	Thrift Store Employee Incentive Gift Cards	310.00								310.00
05-521600	Farmer's Market Software	114.00								114.00
05-550003	Youth Soccer Equipment	47.40	83.79	331.81	2,744.17	443.82	4,871.35	225.17		8,747.51
05-553000	Park Operating Supplies	5.11								5.11
05-553300	Concert Mirror Lights / Plastic Cups / Volunteer Donuts	59.70	72.14	25.65	39.00					196.49
10-522505	Director's Training (Dir. HS & GG)	247.54	247.54							495.08
10-522510	Director's Lunch Mtgs/ Solar Ad Use	53.97	7.49	51.58						113.04
10-245000	Admin Training Hotel (KC) / Tyler Training (CV, AC & SA)	247.54	1,225.00	247.54						1,720.08
10-526650	Community Promotion Candy	8.97								8.97
10-541500	Oak Hill Nursery - Trees	451.25								451.25
10-553000	Air Compressor Refund / Admin Supplies	(34.67)	5.11	99.55	26.93	51.03				147.95
10-556800	B'Day Gift Card / 5 Yr. Anniversary Card	25.00	25.00	54.95						104.95
Total Due										15,187.65
Due 10/13/24		Staff Key:	KC	AA	CC	CV				Total Due

**Flagstar Visa Statement 9/3/24**

Acct #	Description	Charges	Charges	Charges	Charges	Totals
01-524500	Tri-State Water Staff Lunch / Dinner	65.77	27.27	74.20	57.50	224.74
01-553000	Costco Operating Supplies	35.23				35.23
02-524500	Tri-State WW Staff Lunch / Dinner / Hotel	43.85	54.56	49.47	57.50	240.88
02-553000	Water Dispenser / Costco Operating Supplies	307.76	35.23			342.99
03-553000	Thrift Store Costco Operating Supplies	35.23				35.23
05-550001	Flag Football End of Season Party	33.69				33.69
05-553000	Cleaning Supplies	31.40				31.40
05-553405	Naitonal Night Out Supplies / Water / Band Pizza	59.97	9.59	15.53	83.69	168.78
10-521600	Adobe Publisher / Newsletter Software	62.50	239.88			302.38
10-522510	Board Meeting Snacks / Photofinishing	47.95	4.99	9.68		62.62
10-526650	Community Promotion Family Fued	75.00	12.50			87.50
10-553000	Costco Operating Supplies / Statement Credit	35.22				35.22
10-553000	Statement Credit	(4.51)				(4.51)
Total	Staff Key:	KC	AA	CV		1,801.53
Due 10-1-24						Total Due





# Helendale Community Services District

DATE: October 17, 2024  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
SUBJECT: Agenda item #6  
Discussion and Possible Action Regarding Approval of Directors' Expense Reports

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## **STAFF RECOMMENDATION**

None.

## **STAFF REPORT**

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

**ATTACHMENTS:** Summary Spreadsheet of Directors' Expenses  
Expense Reports

# BOARD COMPENSATION REPORT

## ROLLING 12-MONTHS

Name	Title	Type	10 2023	11 2023	12 2023	1 2024	2 2024	3 2024	4 2024	5 2024	6 2024	7 2024	8 2024	9 2024	10 2024	TOTAL
Spiller	President	Compensated	9	9	5	8	8	5	9	7	7	9	9	10		95
		Non-Comp	5	1	0	4	2	3	1	3	2	1	1	1		24
Clark	Vice President	Compensated	3	4	0	2	3		5		4		2	3	3	29
		Non-Comp			0	0	0		0		0		0	0	0	0
Haas	Secretary	Compensated	6	5	2			2	5	4	5	2	3	4		38
		Non-Comp			0			1	0	0	0	0	0	0		1
Cardenas	Director	Compensated	1	0	1	2	5	3	4	2	1	1	2	1		23
		Non-Comp	3	6	1	3	2	4	2	1	1	4	2	3		32
Guinn	Director	Compensated						5	10	3	7	6	7	2		40
		Non-Comp						2	4	2	6	2	0	0		16

# HELENDAL COMMUNITY SERVICES DISTRICT BOARD MEMBER EXPENSE VOUCHER

Pay Period Ending

Name

*Ken Clark*

Date	Expense Description/Explanation	Miles	Meals	Lodging	Other Expense	Reimburse Y/N	Phone Call Y/N	Expense Category
9/17	Event Description of Public Benefit <i>Park Committee</i>		\$	\$	\$	<i>X</i>		<i>F</i>
9/19	Event Description of Public Benefit <i>Park Activities</i>		\$	\$	\$	<i>Y</i>		<i>A</i>
10/1	Event Description of Public Benefit <i>Meal with Kimberly Cox</i>		\$	\$	\$	<i>Y</i>		<i>C</i>
10/3	Event Description of Public Benefit <i>Beverly Adger</i>		\$	\$	\$	<i>Y</i>		<i>A</i>
10/11	Event Description of Public Benefit <i>Sofia Ad Hoc</i>		\$	\$	\$	<i>Y</i>		<i>F</i>
	<i>Review Sofia Proposal</i>							
		Total Miles	Total Meals	Total Lodging	Total Other Expense	Total # of Compensable Meetings	Meeting Total	Total
			\$	\$	\$		\$	\$

*10/11/24*

*Ken Clark*

Signature

Date

Expense Categories
A: Public Meeting governed by Brown Act
B: Public Event *
C: Representation at Public Meeting/Event *
D: Representation at 501C3 Board *
E: Conference/seminar/Training Program related to District *
F: Ad Hoc committee of the Board
G: Meeting w/GM or Designee regarding District Operations
H: Meeting w/auditors, attorney or consultant retained by District
I: Meeting of Local, State or Federal body w/jurisdiction affecting HCSD
J: Meeting w/organization with interests in matters involving functions or
K: Meeting pre-approved by the Board of Directors
* Written or verbal report required to be presented at the next Board meeting
Mileage 65.5 ¢



# Helendale Community Services District

Date: October 17, 2024  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
SUBJECT: Agenda item #7  
Discussion and Possible Action Regarding an Award of a Design/Build Contract to  
AMS Solar for a Roof-Top Solar Solution for the Helendale Community Center

---

## **STAFF RECOMMENDATION:**

Approve the proposed solar project with AMS Solar and direct Staff and Legal Counsel to complete all necessary contract documents for the project.

## **STAFF REPORT:**

Over the past 15 years, Staff has evaluated several solar solutions in an effort to offset the uncontrolled increases granted regularly for Southern California Edison. On a few occasions the Board has discussed possible solar solutions. Prior to the Board discussion on August 15th of this year, the last discussion was in November 2021 with project proponents, Engie North America, Inc. who was proposing a Program Development Agreement with the Board for the development of a District-wide solar solution with a lease/buy-out option after 20 years with a total project cost options between \$2.5-\$4 million dollars.

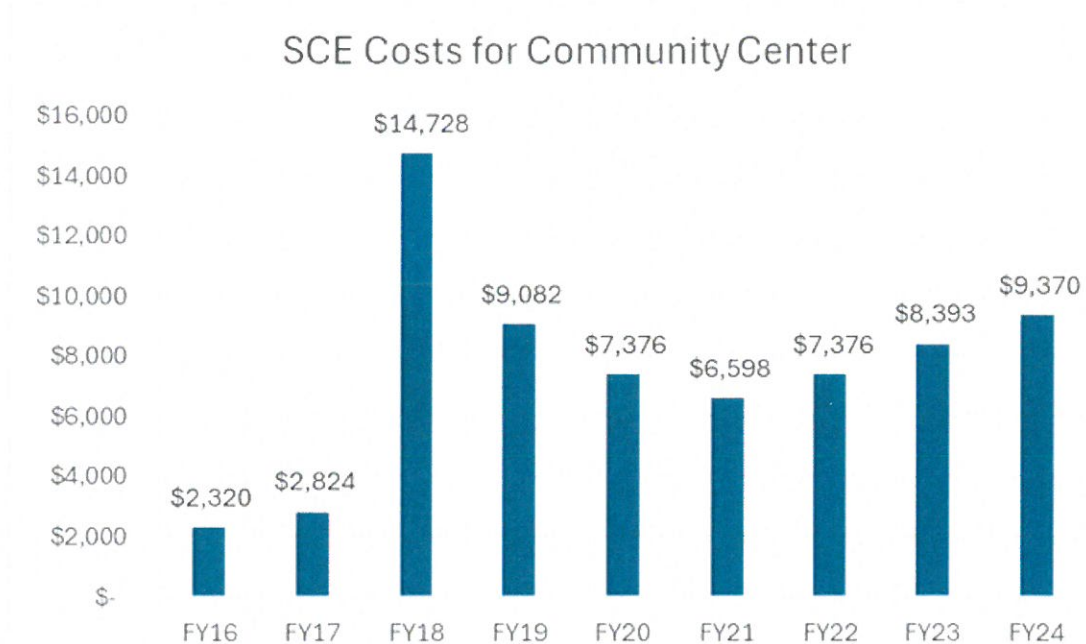
The Board at that time wanted a more cost-effective solution that could be constructed on a site-by-site basis as money was available. Further, the Board wanted to own the solution rather than a lease/purchase arrangement. Engie would not consider a project less than a \$2 million dollar value. Further, their business model required a lease-purchase arrangement.

Staff had vetted a potential design/build service provider who met the last requirements of the prior Board. This potential option was discussed at the Board meeting of August 15<sup>th</sup>. At that time the Board formed an Ad Hoc Committee comprised of Director Cardenas and Vice President Clark to review the proposal. The Committee met on 9/13 and again on 10/11 and diligently evaluated the various options, asked questions of Staff and the consultant and determined that the roof-mount option for the Community Center should be brought back to the full Board for discussion. Further the Committee requested that the consultant revisit the proposal for any possible cost savings. The annual maintenance yielded a reduction from \$7150 to \$3400, however, no additional cost reductions were available to the District. The proposal was reviewed by a third-party subject matter expert who expressed that the proposal appeared to be fair and reasonable in size and cost for the proposed application.

The proposal for the 77.935kW system includes the installation of 143 panels on the roof with one battery for a total cost of \$314,627.75. Annual maintenance would cost \$3,400 per year. Based



upon the proforma, the payback is 11 years, however, the estimate is based upon a 3.4% annual increase in energy costs based upon the National Renewable Energy Laboratory (NREL) estimates. The last several years SCE has raised their rates more than 3.4% per year. The attached graph reflects the annual costs between FY16 to FY24. In FY 2016 the District paid \$0.27 for On-Peak per kilowatt hour (kWh) compared to FY24 we paid \$0.849 On-Peak costs per kWh.



The battery that is a component of this project would store excess energy produced from the solar system to be used during outages and to offset energy costs during the peak period of 4-9pm. One battery is not enough to run all of the AC units on the building but should be able handle everything else. If the Board is interested in including an additional battery that would handle the AC units this could be added at a later date.

The panels and the invertors have a 25-year manufacturer warranty with a 10 year workmanship warranty. Under the workmanship warranty any broken panels will be replaced and in the event the room would need to be repaired, the contractor would remove and replace the panels at no cost. The battery has a 10-year warranty or a life expectancy of approximately 3000 cycles estimated to be 12-15 years depending upon how the District elects to use it.

The company has extensive experience working with SCE and estimates that interconnection agreement with the utility will take approximately 45 days.

**FISCAL IMPACT:** \$314,627.75

**POSSIBLE MOTION:** Motion to approve a contract with AMS Solar in an amount not to exceed \$314,627.75

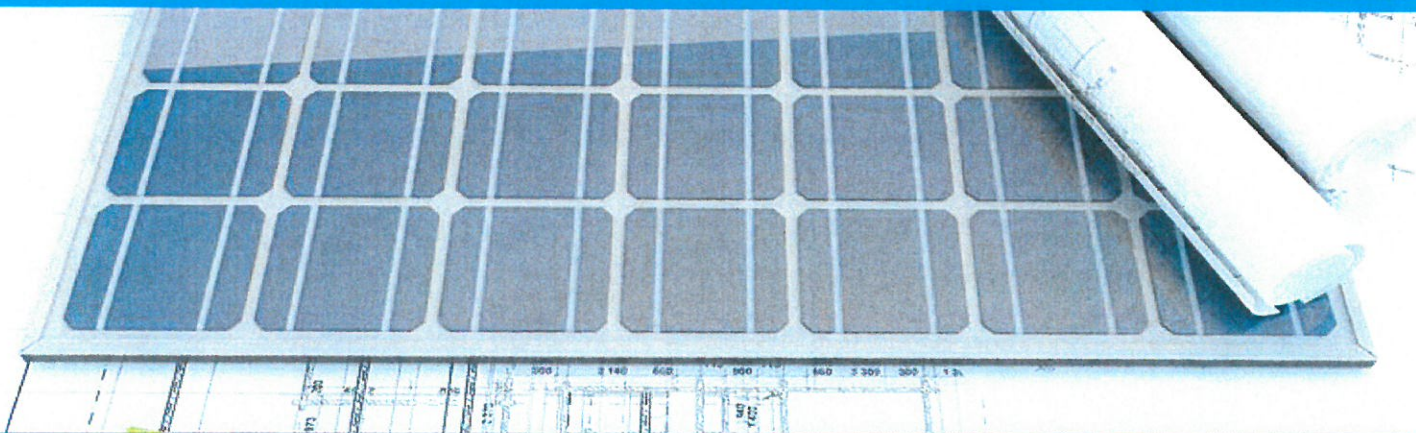
**ATTACHMENTS:** AMS Solar Proposal dated October 14, 2024  
Sample contract document



Helendale Community Services District  
26540 Vista Rd, Helendale, CA 92342, USA  
+1 (760) 951-0006  
kcox@helendalecsd.org

## Proposal for a 77.935 kW solar project Including 55.3 kWh battery system

### OPTION 1: Roof-Mounted & Batteries



**Helendale Community Services District**  
+1 (760) 951-0006  
kcox@helendalecsd.org

26540 Vista Rd.  
Helendale, CA 92342, USA

#### **Company**

AMS Solar Power, Inc  
+1 (951) 521-1550  
www.amsroof.com/solar  
1285 Columbia Avenue, Building A Riverside, CA 92507  
info@amssolarpower.com  
License number 1095303 & 992388

#### **Your energy consultant**

Daniel Bruckner  
daniel@amssolarpower.com  
+1 (951) 521-1345

*Generated date: October 14th, 2024*





## About Us

### AMS SOLAR POWER | Your Solar and Roofing Partner!

The team at AMS Solar Power, the sister company to AMS Construction, has over 16 years of solar and roofing experience, and is a leader in commercial and residential solar projects throughout Southern California.

Since 2006, we have been perfecting the process of solar installations, growing our experiences into a solar company that has all the CORRECT components to streamline your solar projects.

Experts in ground mounts, solar carports and roof-mounted solar, AMS is comfortable with all types of solar installations and all types of roof membranes, such as Single-Ply, Sprayable Foam Products, Capsheet, Shingles, Tiles and metal surfaces.

With a team in place to streamline the efficiency of your solar projects, you are soon to realize the benefits of trusting a commercial roofing and solar contractor.

One thing is **DEFINITELY** certain. Utility rates are always increasing. Going solar **FINALLY** gets you off of your utility's dependence. When investing in your future with a cash or finance option from AMS Solar Power, **NO OTHER COMPANY** can offer you the experience, products or savings as AMS Solar Power can!

Here's what sets AMS Solar Power apart from the other solar companies out there:

1. On average, for rooftop-mounted solar projects, AMS completes **INSTALL** and **PERMISSION TO OPERATE (PTO)** in approximately 30-45 days from your approval of engineering plans and our submission to the city for permits! **Other solar companies take 4-6 months to achieve PTO.**

2. AMS Solar Power uses our own crews and trucks, giving you higher quality installs and service! We are fully licensed,

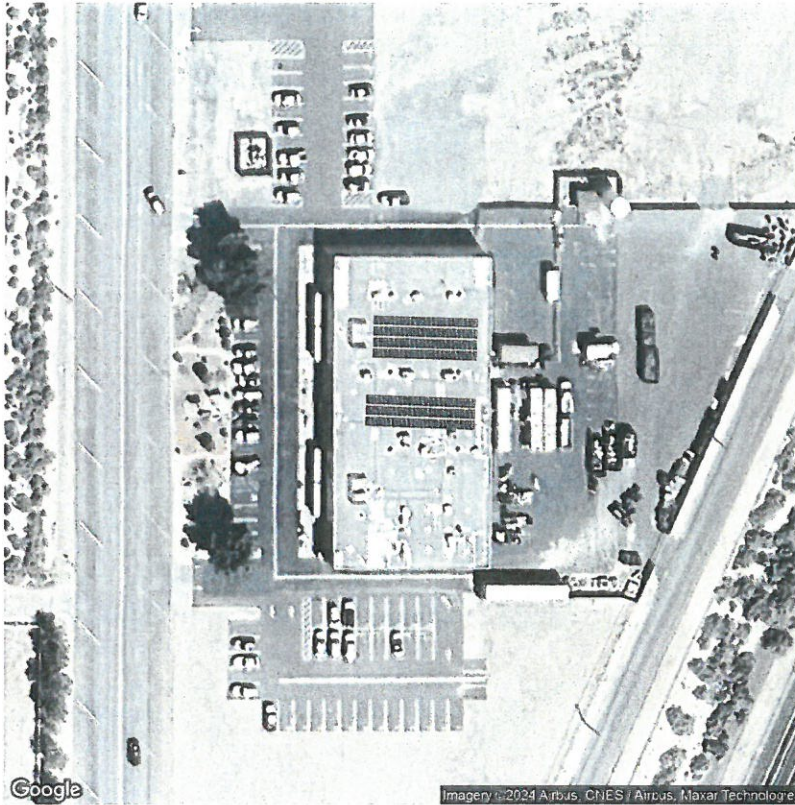
### ROOF CONDITION | If and When Your Roof Needs Replacing

Your roof may be in GREAT condition (we will let you know right after our Site Assessment), but when it's in need of replacement, we offer so many fantastic options!

**COMMERCIAL ROOFS:** Whatever the type of commercial building, AMS has decades of experience working with your roof membrane, no matter the material. We re-roof millions of square feet a year of commercial roofs with Fluid-Applied, Single-Ply and capsheet materials, warrantied for up to 25 years and installed by our in-house crews by our sister company, AMS Construction.

**SHINGLE ROOFS:** Shingle Guard is one option. Shingle Guard is a new, proprietary roof system that restores shingle roofs and avoids the need for tear off. AMS is the only

## Solar details



**System size**  
77.935 kW DC

**Panels**  
VSUN545-144BMH-DG  
**Inverters**  
SE43.2K

**CEC-AC rating**  
66.525 kW AC

**AC rated power output**  
86.4 kW AC

**Estimated First Year Production**  
143,334 kWh

**Consumption Offset**  
153%

## Array details

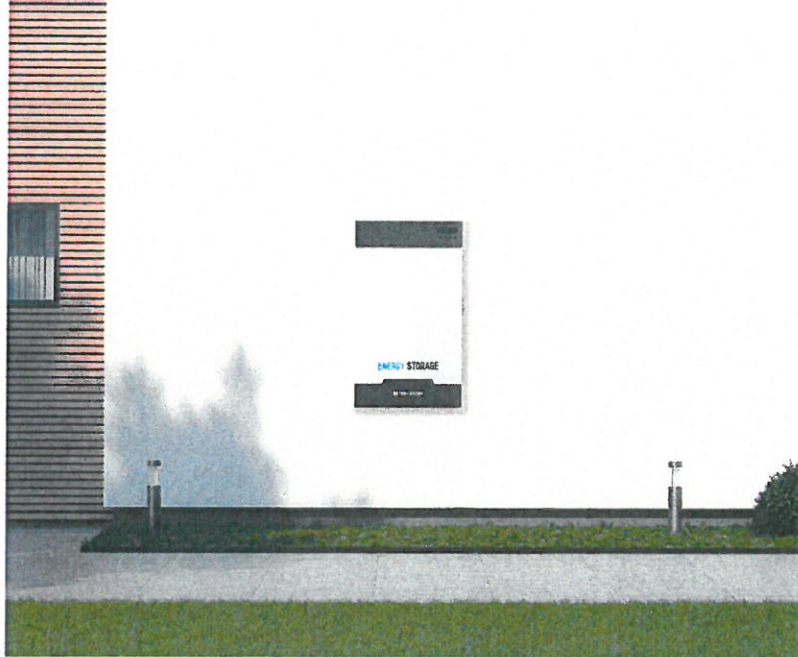
Panel: VSUN545-144BMH-DG

Quantity: 80	Watts: 545	Azimuth: 182° (S)	Tilt: 18°	Mounting: flat
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Panel: VSUN545-144BMH-DG

Quantity: 63	Watts: 545	Azimuth: 182° (S)	Tilt: 18°	Mounting: flat
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## Battery details

**Battery capacity**

55.3 kWh

**Operating power**

60 kW

**Battery system**

Sol-Ark - 1 L3 HVR-60KWH-60K

**Battery mode**

Time-of-Use

Calculations assume battery is used in

**Time-of-Use** mode at all times

Installed battery images are provided  
only for representational purposes.

Actual results may vary



### Cash Incentive Option

Old utility bill	\$2,327.76/month
Estimated new utility bill	\$242.05/month
Estimated bill difference	\$2,085.71/month

#Actual new utility bill may vary if there are changes in utility rates, adjustments to energy usage, or modifications to the consumption profile.





## Pricing

	Price	Total price
<b>Base Price for Solar</b> Based on a 77.935 kW installation	\$262,127.75	
<b>Battery - 1 L3 HVR-60KWH-60K</b> Based on a 55.3 kWh installation	\$52,500.00	

**THIS IS A PREVAILING WAGE PROJECT:** Once we have full approval and permits, installation is expected to take between three weeks for installation of complete system, pending any unknowns.

**NOTES AND DISCLAIMERS:** Project scope may require adjustments once Engineering Plans have been completed. Proposal assumes Main Service Panel is THREE-PHASE. Does not include any Main Panel Upgrades.

<b>Gross Cost</b>	\$314,627.75	\$314,627.75
-------------------	--------------	--------------

**ANNUAL SOLAR PANEL CLEANING/MAINTENANCE:** Due to the desert climate and the propensity for higher than average foreign accumulation of materials (dust, dirt) on the solar panels, AMS recommends a yearly cleaning of solar panels. This would be performed once a year. NOTE: If requested for every 6 months instead, the price would be \$4,900 (for the year. or \$2,450 every 6 months).

1 x \$3,400.00

\$3,400.00

Reduced  
to

### Note:

\* Not everyone is eligible for credits, incentives, or rebates or can fully use them. Please consult your tax professional or legal professional for further information.

\* Incentives are subject to change. The actual amount can be higher or lower than what is quoted, and may not stay at a fixed rate over time. It can also change based on the tax bracket you are in.



Helendale Community Services District  
26540 Vista Rd, Helendale, CA 92342, USA  
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kcox@helendalecsd.org

## Pricing

	Price	Total price
Cost after rebates & incentives*	\$318,027.75	\$318,027.75

### Note:

\* Not everyone is eligible for credits, incentives, or rebates or can fully use them. Please consult your tax professional or legal professional for further information.

\* Incentives are subject to change. The actual amount can be higher or lower than what is quoted, and may not stay at a fixed rate over time. It can also change based on the tax bracket you are in.



## Materials

### VSUN - VSUN545-144BMH-DG

Quantity 143  
Type: mono  
Wattage: 545 Watts



[View](#)

### SolarEdge Technologies Ltd. - SE43.2K

Quantity 2  
Type: central  
Rated AC power  
output: 43200 Watts



[Download](#)  
[View](#)

### Sol-Ark - 55.3 kWh: 1 L3 HVR-60KWH-60K

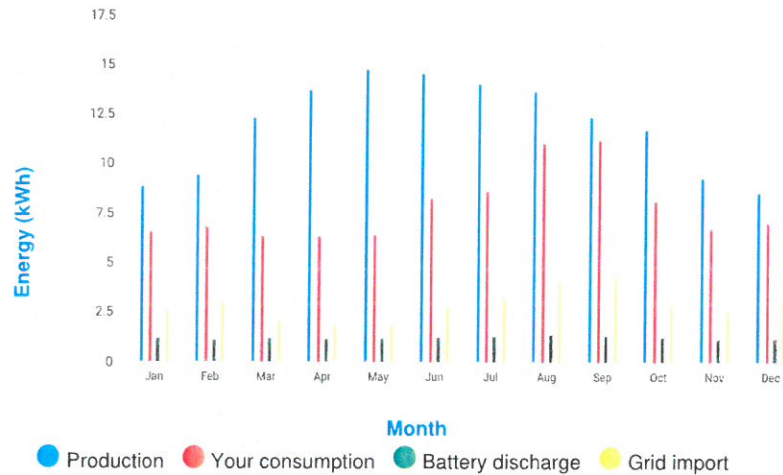
Quantity 1  
Battery: 55.3 kWh



[Download](#)



## Usage Breakdown



## Consumption Offset

153%

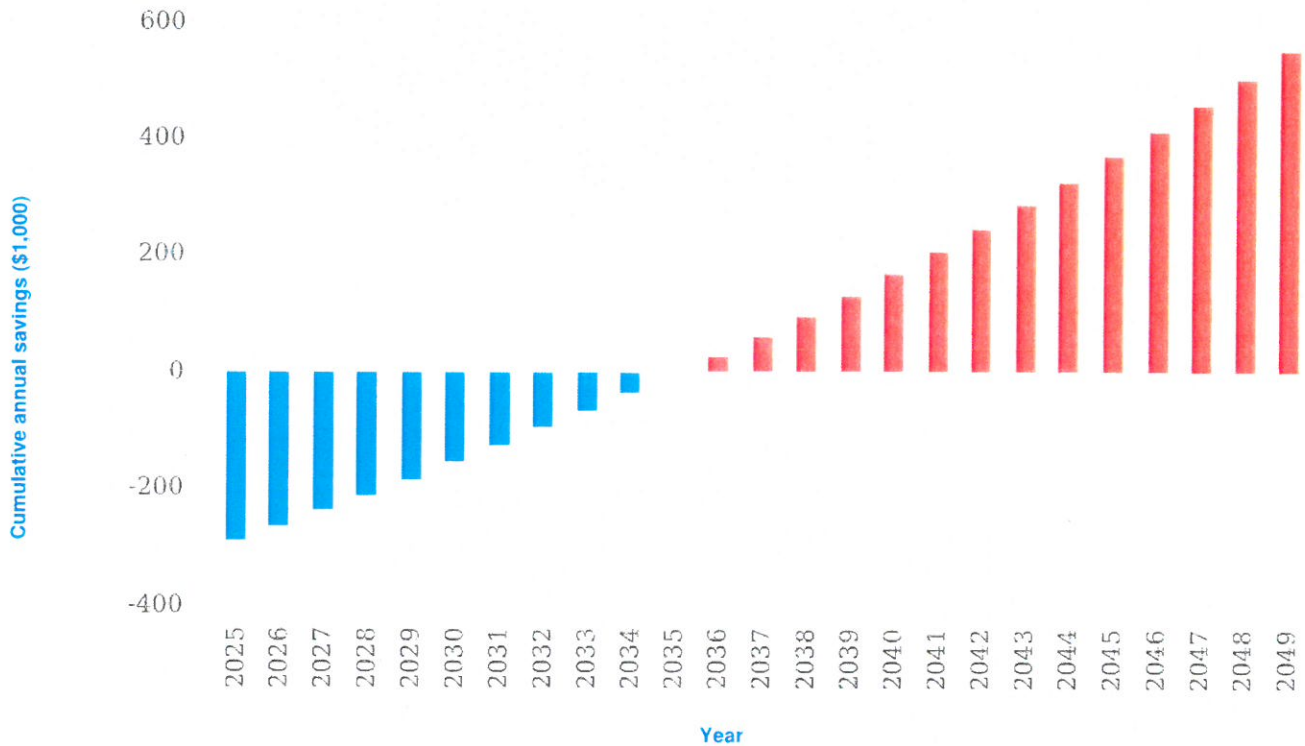
Estimated First Year Consumption

**93,889.5 kWh**

Estimated First Year Production

**143,333.8 kWh**

## Estimated yearly cumulative savings



Assuming a 3.40% escalation rate on utility rate



## Net savings

⊕	Utility savings	\$871,864.22
⊕	Incentive revenues	\$0.00
⊕	Tax benefits	\$0.00
⊖	Operating cost	\$0.00
⊖	Financial payments	\$318,027.75



Net savings

\$553,836.47

Payback period  
11.17 years

Return on investment (ROI)  
7% per year



### Month-by-month details

Month (2025)	Utility savings	Incentive revenues	Operating cost	Financial payments	Tax benefits	Monthly savings
January	\$1,203.58	\$0.00	\$0.00	\$318,027.75	\$0.00	-\$316,824.17
February	\$1,269.94	\$0.00	\$0.00	\$0.00	\$0.00	\$1,269.94
March	\$1,194.36	\$0.00	\$0.00	\$0.00	\$0.00	\$1,194.36
April	\$1,095.56	\$0.00	\$0.00	\$0.00	\$0.00	\$1,095.56
May	\$1,238.39	\$0.00	\$0.00	\$0.00	\$0.00	\$1,238.39
June	\$3,237.04	\$0.00	\$0.00	\$0.00	\$0.00	\$3,237.04
July	\$3,344.86	\$0.00	\$0.00	\$0.00	\$0.00	\$3,344.86
August	\$4,248.62	\$0.00	\$0.00	\$0.00	\$0.00	\$4,248.62
September	\$4,223.51	\$0.00	\$0.00	\$0.00	\$0.00	\$4,223.51
October	\$1,429.72	\$0.00	\$0.00	\$0.00	\$0.00	\$1,429.72
November	\$1,242.65	\$0.00	\$0.00	\$0.00	\$0.00	\$1,242.65
December	\$1,300.28	\$0.00	\$0.00	\$0.00	\$0.00	\$1,300.28
<b>Total</b>	<b>\$25,028.51</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$318,027.75</b>	<b>\$0.00</b>	<b>-\$292,999.24</b>

\* For Net Savings, the cash price is not included in the monthly breakdown because it is assumed that it will be paid upfront (Month 0).



### Year-by-year details

Year	Utility savings	Incentive revenues	Operating cost	Financial payments	Tax benefits	Annual savings
2025	\$25,028.51	\$0.00	\$0.00	\$318,027.75	\$0.00	-\$292,999.24
2026	\$25,634.62	\$0.00	\$0.00	\$0.00	\$0.00	\$25,634.62
2027	\$26,440.50	\$0.00	\$0.00	\$0.00	\$0.00	\$26,440.50
2028	\$27,147.93	\$0.00	\$0.00	\$0.00	\$0.00	\$27,147.93
2029	\$27,771.59	\$0.00	\$0.00	\$0.00	\$0.00	\$27,771.59
2030	\$28,471.27	\$0.00	\$0.00	\$0.00	\$0.00	\$28,471.27
2031	\$29,194.73	\$0.00	\$0.00	\$0.00	\$0.00	\$29,194.73
2032	\$30,002.27	\$0.00	\$0.00	\$0.00	\$0.00	\$30,002.27
2033	\$30,716.30	\$0.00	\$0.00	\$0.00	\$0.00	\$30,716.30
2034	\$31,516.09	\$0.00	\$0.00	\$0.00	\$0.00	\$31,516.09
2035-2039	\$170,629.07	\$0.00	\$0.00	\$0.00	\$0.00	\$170,629.07
2040-2044	\$195,213.87	\$0.00	\$0.00	\$0.00	\$0.00	\$195,213.87
2045-2049	\$224,097.48	\$0.00	\$0.00	\$0.00	\$0.00	\$224,097.48
<b>Total</b>	<b>\$871,864.22</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$318,027.75</b>	<b>\$0.00</b>	<b>\$553,836.47</b>





## Project Timeline

Date	Step	Details	Charge
October 15, 2024	CONTRACT SIGNATURES	Signing of Contracts	
October 16, 2024	DEPOSITS COLLECTED	10% of contract amount is due upon fully executed contract on non-financed projects or for when client is coming in with partial funds.	\$31,802.78 (10%)
October 19, 2024	SITE ASSESSMENT (SSA)	AMS Solar Power will perform any additional site inspections required to ascertain validity of solar placement, Main Service Panel condition and whether three-phase or single-phase, inspection of roof condition (for roof installs) or ground location (based on ground mount and carport mounted projects) and any other items required to go through engineering and drawings.	
October 26, 2024	ENGINEERING & PLANSETS	After SSA, AMS will submit predesign and SSA discoveries to our engineering team for drawing up of plansets for submittal to your AHJ.	
October 28, 2024	APPROVAL OF ENGINEERING PLANSETS	Customer will be supplied with engineering plans to review for approval prior to submittal to AHJ for plan approval. Customer will need to approve via email, or text to AMS.	
October 29, 2024	MILESTONE PROGRESS PAYMENT #1 DUE	Upon planset submittal to AHJ, progress milestone payment is due for non-financed projects or for when client is coming in with partial funds.	\$127,211.10 (40%)
January 27, 2025	PERMITSET SUBMITTED TO AHJ	After customer has signed off on the engineering plans (permitset) AMS will submit to AHJ for approvals. This step includes the application for city business license (as applicable), building and safety fees. AMS Solar Power covers fees up to \$1,500. If fees end up being more than this amount, a change order will be supplied to customer) PLEASE NOTE: This phase could take up to 8-15 months depending on complexity of system, revisions, AHJ corrections and unforeseen circumstances.	
February 1, 2025	PLAN APPROVAL - STAGING OF SITE LOCATION	Upon plan approval from your AHJ, AMS Solar Power will begin the process of staging, material delivery, and logistical discussions with client onsite.	

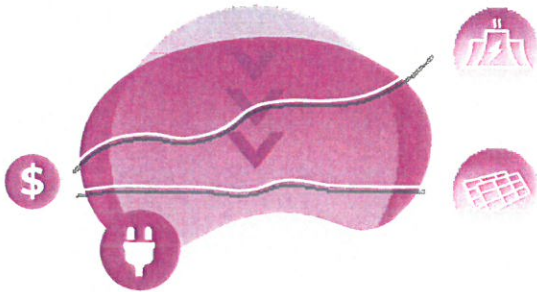




## Project Timeline

Date	Step	Details	Charge
February 11, 2025	SYSTEM INSTALLATION	Post mobilization and client review, AMS Solar Power will commence with the installation process and all required inspections. Timeframe showing is for a standard roof install. Ground mounts and carport systems will extend the duration of this phase.	
February 13, 2025	SUBSTANTIAL COMPLETION & MILESTONE PROGRESS PAYMENT #2 DUE	Upon substantial completion (as outlined within the solar contract) of installation, the 2nd progress milestone payment is due for non-financed projects or for when client is coming in with partial funds.	\$159,013.88 (50%)
February 20, 2025	FINAL INSPECTIONS	Upon receipt of Milestone Progress Payment #2, AMS Solar Power will request final inspections.	
February 22, 2025	COMMISSIONING OF SYSTEM & PROJECT CLOSEOUT	Upon receiving final inspection sign-off, AMS Solar Power will finalize the commissioning of system, clean up any residual trash, materials, equipment and debris.	
February 23, 2025	FINAL MILESTONE PROGRESS PAYMENT DUE	Remaining portion due once final inspections had been fully approved and system is operating properly but is PRIOR TO client receiving PTO from utility company. Progress milestone payment is due for non-financed projects or for when client is coming in with partial funds.	\$31,802.78 (10%)
March 5, 2025	PERMISSION TO OPERATE (PTO)	Upon receiving final milestone progress payment, AMS Solar Power will submit for PTO with your utility. This generally takes between 7 to 45 days and is dependent on the speed in which your application gets reviewed and approved by your utility company. AMS Solar Power has no authority or control over utility approval of PTO. Once PTO is received AMS Solar Power will set up monitoring (as applicable) and send appropriate links to client for log in set up.	

## Benefits of Solar



### Control your energy costs

As utility prices continue to climb you will enjoy predictable energy costs for years to come.

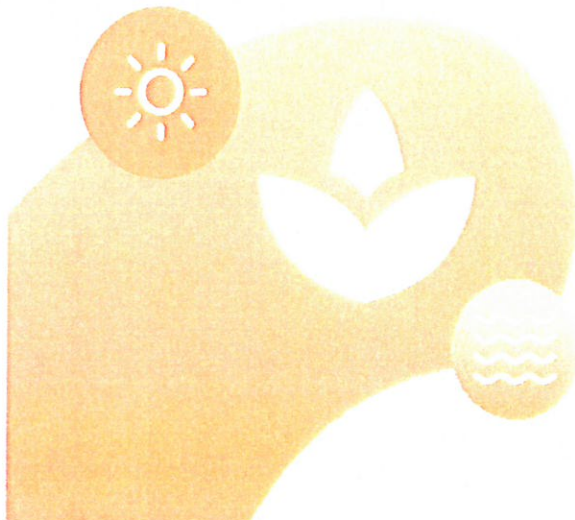


### Increase the value of your property

A number of real estate studies find that solar is a building improvement that may increase the market value of your property.

Source: <https://www.nrel.gov/docs/fy08osti/42733.pdf>

## Benefit your environment



**277,114**

Gallons of gasoline  
saved



**104,796**

Trash bags of waste  
recycled



**41,045**

Tree seedlings grown  
for 10 years



**2,712,239**

Pounds of coal saved

Source: United States Environmental Protection Agency

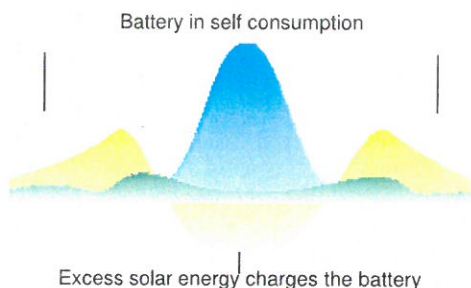
## Benefits of Adding Battery

**Battery capacity :** 55.3 kWh **Operating power :** 60 kW **Battery system :**  
55.3 kWh: 1 L3 HVR-60KWH-60K

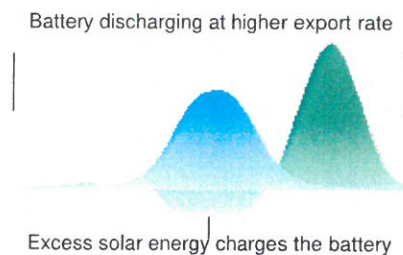


### Additional bill savings using high export rates

NEM 3.0 brings changes to solar energy calculations that include on average lower export rates, but don't worry - your solar system can still be optimised to maximize its value and reduce your electricity bill. The new NEM 3.0 structure also features higher export rates that occur in September evenings, which can be factored in to save you money year-around



Battery will provide energy to your home when solar is not present



Battery will export energy to grid during high export rate periods for additional savings



**Cloudy days backup**  
**89 Hours**

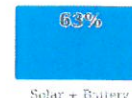
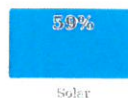


**Sunny days backup**  
**7+ Days**

Adding a battery provides peace of mind and energy security by keeping the lights on and the fridge running during a power outage. On a sunny day, your solar and battery will work together to maximize your backup power. On a cloudy day with little solar production, your battery backup will keep your essential appliances running.



**More self-consumption**  
**63%**



Your Self Consumption score indicates how much of your power is self-generated instead of used from the utility grid. With batteries in your system, you can store the surplus solar energy produced during the day and use it to power your home at night.

With your current system design, your Self Consumption score should range between 70% during summer months to 56% during winter months.



Helendale Community Services District  
26540 Vista Rd, Helendale, CA 92342, USA  
+1 (760) 951-0006  
kcox@helendalecsd.org

## Appliances selected for back up

Lights x(20), Mobile Charger x(4), Television x(2), Coffee Machine x(1), Refrigerator x(1), Microwave x(1), WiFi Router x(1), Laptop / Home PC x(2)





Helendale Community Services District  
26540 Vista Rd, Helendale, CA 92342, USA  
+1 (760) 951-0006  
kcox@helendalecsd.org

### Signature

I hereby agree to move forward with the solar project as described above and agree to the Terms and Conditions below of the contract provided by the installer AMS Solar Power, Inc joined to this proposal.

Helendale Community Services District

Date of signature (MM-DD-YYYY)

Daniel Bruckner

Date of signature (MM-DD-YYYY)



## Terms & conditions

The benefits, cost-savings, rebates and incentives described herein are calculated estimates only, based on the experiences of your AMS Solar Power team, data gathered from your utility company, and a calculated system size based on industry-recognized calculation standards, and does not constitute a warranty or guarantee. Actual experience, performance and cost savings may increase or decrease due to a number of factors, including your current and future energy usage, weather, changes in utility rates/charges and requirements and changes in federal and state laws.

AMS Solar Power and its Energy-Consultants, do not make any claims or warranties with regard to your ability to receive or qualify for any Federal Solar Tax Credits/Rebates. Please consult with your tax advisor/professional to determine your eligibility.

Upon a fully signed and executed contract, and financing approval (if so included), AMS Solar Power will perform a Site Survey Assessment (SSA) to determine the condition of your roof, the main panel and the readiness of your property for solar. If anything additional is noted, that wasn't already included in the contract/proposal as an ADDER, AMS will reach out to you with recommendations and/or adders that may be required. Please review your proposal and contract for additional details.

**GROUND MOUNT SYSTEMS** | For ground mount solar systems, price includes all racking, footings, wiring and trenching (if selected and included as an adder on proposal), along with all other items standard for a solar installation. AMS does not include special permits that may be required above and beyond a standard solar permit, proposal does not include soil testing or grading and would be an additional requirement if so required.

**COMMERCIAL PROPERTIES** | Includes all stipulations and disclaimers outlined under the main "Terms and Conditions", as well as the following: (1) installation is for a single or two story building, with direct roof access that does not require a crane for loading of materials. (2) unless noted within proposal and/or contract, does not include any installation locations other than the building's rooftop.

Additional information specific to your solar project:

Client name Helendale Community Services District  
Address 26540 Vista Rd, Helendale, CA 92342, USA

### Solar Panels:

- Manufacturer: VSUN
- Model: VSUN545-144BMH-DG
- Watts: 545
- Count: 80
- Manufacturer: VSUN
- Model: VSUN545-144BMH-DG
- Watts: 545
- Count: 63

### Inverters:

- Name: SolarEdge Technologies Ltd. - SE43.2K
- Efficiency: 97.00%

### Panels:

- Name: VSUN - VSUN545-144BMH-DG

### Battery Configuration:

- Name: Sol-Ark - 55.3 kWh: 1 L3 HVR-60KWH-60K

### Pricing & Payment information:

#### Extra costs:

- THIS IS A PREVAILING WAGE PROJECT: Once we have full approval and permits, installation is expected to take between three weeks for installation of complete system, pending any unknowns.: 1 x \$0.00
- NOTES AND DISCLAIMERS: Project scope may require adjustments once Engineering Plans have been completed. Proposal assumes Main Service Panel is THREE-PHASE. Does not include any Main Panel Upgrades.: 1 x \$0.00

- ANNUAL SOLAR PANEL CLEANING/MAINTENANCE: Due to the desert climate and the propensity for higher than average foreign accumulation of materials (dust, dirt) on the solar panels, AMS recommends a yearly cleaning of solar panels. This would be performed once a year. NOTE: If requested for every 6 months instead, the price would be \$4,900 (for the year. or \$2,450 every 6 months):. 1 x \$3,400.00

\$3,400.00

Gross price of system

\$314,627.75

Cost after rebates and incentives:

\$318,027.75

Project specs:

- System size:
- CEC-AC rating:
- Estimated First Year Production:
- Consumption Offset:

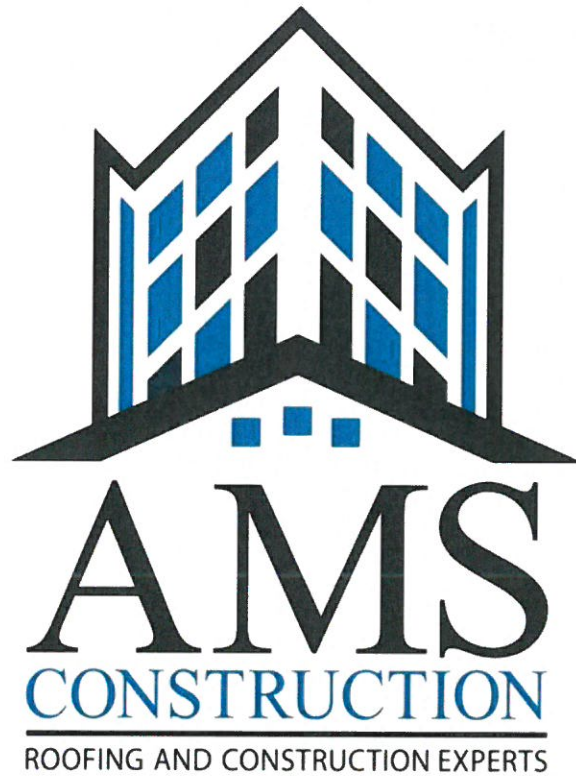
77.935 kW

66.525 kW

143,334 kWh AC

153%





*Sample  
Contract  
Document  
only*



## PV SOLAR SYSTEM AGREEMENT

*Residential Solar & Roofing Division*

### AMS CONSTRUCTION, Inc

*A sister company to AMS Solar Power (#1095303)*

844-AMS-NRGY | [daniel@amssolarpower.com](mailto:daniel@amssolarpower.com)  
1285 Columbia Avenue, Bldg. A | Riverside, CA 92507  
[AMSroof.com](http://AMSroof.com) | CSLB License #992388 & 1095303

**Your Solar & Roofing Partners**





# COMMERCIAL SOLAR SYSTEM INSTALLATION AGREEMENT

The benefits, cost-savings, rebates and incentives described herein are calculated estimates only, based on the experiences of your AMS Construcion's team, data gathered from your utility company/bill, and a calculated system size based on industry-recognized calculation standards, and does not constitute a warranty or guarantee. Actual experience, performance and cost savings may increase or decrease due to a number of factors, including your current and future energy usage, weather, changes in utility rates/charges and requirements and changes in federal and state laws.

Owner is entitled to a completely filled in copy of this agreement, signed by both Parties, before any work may be started.

**CONTRACT PARTIES.** This COMMERCIAL PV Solar System Installation Agreement ("**Contract**") is effective as the latest date referenced on the signature line below ("**Effective Date**") by and between **JAX JCC, dba AMS CONSTRUCTION ("**Contractor**")**, a **California Corporation**, with its principal place of business located at **1285 Columbia Avenue, Building A Riverside, CA 92507** and the party/parties names and install address as noted below ("**Owner**"). Contractor and Owner are occasionally referred to herein individually as a "**Party**" and collectively as the "**Parties.**"

OWNER(S) NAME, PHONE, EMAIL & INSTALLATION LOCATION	BASE INVESTMENT AMOUNT (BEFORE any ITC Incentives)	POTENTIAL TAX CREDIT (Potential 30% Federal Income Tax Credit)
OWNER(S) NAMES: _____ SITE ADDRESS: _____ OWNER(S) PHONE NUMBERS: _____ OWNER'S EMAIL: _____	\$ _____	\$ _____ Potential 30% of solar contract. AMS makes no claims to your ability to receive the solar Federal ITC and recommends you speak to a tax advisor regarding your specific situation.
WORKMANSHIP WARRANTIES & SOLAR PANEL-INVERTER WARRANTIES	SYSTEM SIZE (kw)	Estimated 1 <sup>st</sup> Year Production
10 YEARS ROOF WORKMANSHIP 10 YEARS SOLAR WORKMANSHIP MANUFACTURER 25YR (Panels) MANUFACTURER 25YR (Inverter)		

## PROJECT AND SOLAR SYSTEM SPECIFICS

SOLAR AND INVERTERS OPTIONS BEING PRESENTED	
QTY:	<b>STANDARD PV SOLAR PANELS:</b> VSUN 545 OR EQUIVALENT TIER 1 PANEL
QTY:	<b>STANDARD INVERTER(S):</b> <input type="checkbox"/> SOLAR EDGE WITH POWER OPTIMIZERS (Model specific based on availability and engineering plans)
NOTE: Due to supply issues that are sometimes experienced, AMS Solar Power is authorized by Owner to use an equivalent panel and/or inverter, as long as the production efficiency is the same, or higher, as what is offered above.	
ADDITIONALLY INCLUDED SERVICES, MATERIALS AND ADDERS	
PERMITS	Contractor will obtain and pay for all required building permits UP TO \$1,500. Sometimes building permits can EXCEED \$1,500, depending on the municipality. In these certain circumstances, Contractor will submit a Change Order for the difference, that can be incorporated into the financing (if approved) or can be paid directly from Owner.
SYSTEM MONITORING	With AMS Solar Power, <b>SOLAR EDGE</b> monitoring comes standard for 5 YEARS to allow for seamless digital monitoring of our PV Solar Systems efficiency. <b>After 5 years</b> , monitoring is up to Owner to contact AMS or inverter company for extended plan.
ADDITIONALLY INCLUDED	All racking, design and engineering plans, wiring, required placards, stickers and conduit and conduit painting, wiring, and all other items as required to properly install a PV Solar System
ADDER #1	
ADDER #2	
ADDER #3	
ADDITIONAL NOTES	See attached proposal for project specifics.

## BATTERY SYSTEM SPECIFICS

Client Initials: \_\_\_\_\_

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# COMMERCIAL SOLAR SYSTEM INSTALLATION AGREEMENT

WORKMANSHIP WARRANTIES & BATTERY WARRANTIES	TOTAL BATTERY SYSTEM SIZE (kw)	Estimated 1 <sup>st</sup> Year Production
1 YEAR INSTALLATION WORKMANSHIP MANUFACTURER _____ YR (Battery)		

BATTERY DETAILS AND ADDITIONAL OPTIONS BEING PRESENTED			
QTY:	BATTERY MANUFACTURER: <input type="checkbox"/> SOLARC <input type="checkbox"/> OTHER _____		
EXISTING SOLAR?	<input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, SIZE OF SOLAR SYSTEM? _____ kw	EXISTING INVERTER MODEL _____
REBATES/TAX CREDITS	<input type="checkbox"/> CUSTOMER <input type="checkbox"/> CONTRACTOR	LOCATION: <input type="checkbox"/> GARAGE <input type="checkbox"/> OUTSIDE WALL BY MSP <input type="checkbox"/> OTHER _____	
MONITORING SYSTEM	<input type="checkbox"/> YES <input type="checkbox"/> NO   DETAILS: _____		
ADDITIONAL DETAILS:	<b>THIS IS A PREVAILING WAGE PROJECT.</b>		

1. **DESCRIPTION OF THE PROJECT.** Contractor will furnish all work, labor, tools, equipment, materials, supervision, scheduling, coordination, and contract administration necessary to complete in a good and workmanlike manner the following: An above referenced solar power generating facility ("**Solar System**") according to the specifications stated herein. Contractor's scope of work does not include any of the items on the "**List of Work Exclusions**" in Exhibit A unless any such item(s) is explicitly listed in this Contract. This Contract shall be controlling over any such Proposal. The materials and equipment to be used in the construction of the Solar System are described more fully within this Contract.

2. **PROJECT AND SOLAR SYSTEM SPECIFICS**

2.1 **PROJECT:** The design and installation of a ☐ **ROOF MOUNTED** | ☐ **GROUND MOUNTED**

☐ **OTHER MOUNTED:** \_\_\_\_\_ PV Solar System.

2.2 **SOLAR SYSTEM SERVICES:** Services that Contractor will be providing to Customer include the following:

- SITE ASSESSMENT** - Inspect Property for PV solar compatibility and advise Owner on any additional findings that may require a change order.
- SYSTEM DESIGN** - Create "code compliant" Solar System drawings and specifications for submittal to approving agencies. **PLEASE NOTE:** Planset design locations of solar panels is based on supplied Solar Pre-Design during initial visit, or by the "most efficient and available" rooftop/ground-mount locations. A copy of Plansets Single Line Diagram (SLD) will be emailed to Client for recording purposes, and will be assumed as approved, unless Owner has reached out to Contractor, via email, with change requests. **PLEASE NOTE: ANY PLAN REVISIONS AFTER SUBMITTED PERMIT REQUEST ARE DELIVERED, WILL RESULT IN A CHANGE ORDER DUE TO RESUBMITTAL CHARGES.**
- HOA REQUIREMENTS** - It is the responsibility of the customer to advise on whether project falls within an HOA community, where PV Solar System installations are required to be approved prior to installation. All ancillary costs/charges for HOA applications are the responsibility of the customer.
- PERMITS** - Secure basic building and/or electrical permits as needed.
- INSTALLATION** - Install the Solar System in good workmanlike manner.
- INTERCONNECTION** - Complete and submit any utility interconnection documents.
- INSPECTIONS** - Coordinate building department and utility inspections needed for the Solar System.
- PERMISSION TO OPERATE (PTO)** - Inquire reasonably with utility company until PTO is granted.
- MONITORING:** Monitoring app will be delivered to customer's email address upon established connectivity and after PTO has been granted.

**BATTERY RELATED SERVICES**

- APPLICATIONS.** Apply and submit for rebate reservations with the State, City or utility company if any are available.

Client Initials: \_\_\_\_\_

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# COMMERCIAL SOLAR SYSTEM INSTALLATION AGREEMENT

- b. **PLAN REQUIREMENTS.** If required by AHJ, provide a plan that will specify the location of Battery System and corresponding parts. This will include a site assessment, engineering load calculations, and/or energy audits, as required by the AHJ. **ANY PLAN REVISIONS AFTER SUBMITTED PERMIT REQUEST ARE DELIVERED, WILL RESULT IN A CHANGE ORDER DUE TO RESUBMITTAL CHARGES.**
- c. **PERMITTING.** If required by the AHJ, submit plans to the building and safety jurisdiction and utility provider for approval and permits.
- d. **INSTALLATION.** Provide and Install a Battery System made by the above referenced battery manufacturer, consisting of the total number of batteries referenced above and based on the performance offered (Self-consumption, Time of Use, Backup). Also provide and install transfer switches and/or gateways required by the System. Provide and Install conduits, connectors, and wiring required by the System.
- e. **INSPECTIONS.** Coordinate building department and utility inspections needed for the Solar Battery System, if so required.
- f. **SGIP REBATES.** Apply to SGIP, or other, rebate programs, if applicable, based on area, fire zones, available incentives and medical baselines. Application does not guarantee or warrant that Owner will receive any rebates, as it is based on a case-by-case basis.
3. **CONTRACTED PRICE.** Owner will pay Contractor the sum described above, for the work to be performed under this Contract, subject to additions and deductions pursuant to any Change Order agreed upon in writing by the Parties. Note: The pricing in this Contract is valid for 15 days after the date Contractor first presented for execution. If contract is not signed and returned to Contractor within this 15-day period, Contractor reserves the right to reject this Contract unless Owner agrees to Contractor's then current Contract Price.

2.1 Owner is funding this contract with a **CASH** and/or a **FINANCED** Investment payment. The **cash investment amount** is \$\_\_\_\_\_, with any remaining and/or total **financed investment amount of \$\_\_\_\_\_** being financed through \_\_\_\_\_ with a \_\_\_\_\_ YEAR term and a \_\_\_\_\_ % interest rate (see loan documents for loan specifications). **NOTE: The TOTAL COST as outlined within this contract, does not account for the financing interest rates and the total amount of payments over the life of the financed term. This is detailed and outlined within the loan documents directly from the lender to you.**

4. **FINANCE CHARGE.** Interest shall accrue on any past due balance owed at the rate of 1.5% per month (or the highest rate not prohibited by law, whichever is lower) beginning on the 10th day after receipt of the invoice by Owner. This remedy shall be in addition to, and not exclusive of, any other remedy available under this Contract or applicable law. **NOTE: This does not apply to financed contract agreements, where Customer has secured financing through one of Contractor's finance partners.**

**DOWN PAYMENT.** 20% of contract amount is due at signing of this Contract for mobilization and engineering.

**DOWN PAYMENT TO BE RECEIVED IS: \$\_\_\_\_\_.**

5. **SCHEDULE OF PROGRESS PAYMENTS.** Owner shall pay Contractor according to the schedule below.

- 5.1 **Invoice 1: 20%** of the contract amount is due upon aa fully executed contract.
- 5.2 **Invoice 2: 20%** of the contract amount is due upon the date that the engineering and design and the receipt of the Solar System's permit from the local building department have been approved.
- 5.3 **Invoice 2: 50%** of the contract amount is due upon Substantial Completion of the PV Solar System. Substantial completion is when the solar panels and equipment have been fully installed.
- 5.4 **Invoice 3: Remaining 10%** of the contract amount is due upon final inspections being approved and the job card signed by city inspector. Upon receipt, Contractor will finalize the application for interconnection with the utility company. Warranties to the Solar System will pass to Owner after Contractor's receipt of payments of Invoices.
- 5.5 Payment terms are **PAYABLE WITHIN TEN (10) DAYS** upon receiving each invoiced amount.

**Statutorily Required Note: According to California law, the schedule of progress payments above must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount**

Client Initials: \_\_\_\_\_

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# COMMERCIAL SOLAR SYSTEM INSTALLATION AGREEMENT

of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

6. **LIEN RELEASES.** Upon satisfactory payment being made for any portion of the work performed hereunder, Contractor, prior to any further payment being made by Owner, shall furnish to Owner a full and unconditional release from any potential lien claimant claim or mechanics lien authorized pursuant to Sections 8400 and 8404 of the California Civil Code for that portion of the work for which payment has been made.
7. **PAYMENT TERMS AND SYSTEM PRICING:** Payment to Contractor may be made by cash, check, credit card or wire transfer. If, subsequent to the execution of this Contract, a change occurs to any law, ordinance, rule, or regulation which materially affects Contractor's work, then Contractor shall notify Owner in writing of such change and Contractor will be entitled to an equitable adjustment in the Contract Price and the date of Substantial Completion.
8. **FINANCIAL ASSURANCES:** Prior to commencement of work, and at each stage anticipated thereafter, Contractor shall have the right to request reasonable assurances that Owner can fulfill its financial obligations hereunder. If the evidence of financial arrangements is not satisfactory to Contractor, then Contractor may stop work hereunder until such financial assurance is provided or may terminate this Contract with written notice to Owner and Contractor will be entitled to any unrecoverable costs in the event of this termination.
9. **SCHEDULE FOR START OF INSTALLATION AND COMPLETION OF WORK.** The work to be performed under this Contract shall be commenced as follows:

**9.1 Approximate Start Date:** While Contractor will immediately begin the steps towards getting the PV Solar System installed, the work will start no later than 30 days from Customer approval of the engineering plans, and/or issuance of all required permits, provided that all payments due set forth under Section 8 above, and on any Exhibits, have been paid to Contractor. Commencement of the work shall mean the initial delivery of materials to the project site. FAILURE BY CONTRACTOR, WITHOUT LAWFUL EXCUSE, TO SUBSTANTIALLY COMMENCE WORK WITHIN THE APPROXIMATE DATE SPECIFIED IN THE PROPOSAL AND CONTRACT OF WHEN WORK WILL BEGIN, IS A VIOLATION OF THE CONTRACTOR'S LICENSE LAW.

**9.2 Approximate Completion Date.** An average Commercial PV Solar System installation, from signed contracts to requests for PTO (Permission to Operate), generally is completed in approximately SIX to 10 months. The installation of PV Modules and Inverters will be completed within one to two days from commencement of installation of such PV Modules and Inverters, pending weather, unforeseen installation issues or dependent on complexity of installation process and system size. Ground mount PV Solar System installations typically are completed within 7-10 days from commencement of work.

10. **PERMISSIBLE DELAYS.** Notwithstanding the foregoing, Contractor shall be excused from any delay in the commencement and completion of the Work to be performed under this Contract due to acts or omissions of Owner or of Owner's agents, employees or independent contractors, actions or omissions of governmental agencies (including the denial or cancellation of any necessary license or permit for the project), changes required to the project due to unanticipated circumstances, latent physical conditions at the Property, Owner's requests, Owner's failure to make progress payments promptly, and all causes beyond Contractor's reasonable control, including, but not limited to, acts of God, fires, weather-related delays, government restrictions, material shortages, embargoes, labor disputes, or acts of war.
11. **LABOR AND MATERIALS.** Contractor shall pay all valid charges for labor and material furnished by Contractor or its subcontractors and used in the construction of the project but is excused from this obligation to the extent that Owner may be in arrears in making progress payments to Contractor. If Contractor fails to pay for work or materials although Owner has paid Contractor for such work or materials, and as a result, mechanics liens are recorded or threatened against the project, Owner may make such payments in good faith on Contractor's behalf, and Contractor shall on demand reimburse Owner for the amount actually paid. If Owner settles or purchases such claims at a discount, Contractor shall be entitled to the benefit of the discount.
12. **OWNER'S RESPONSIBILITIES AND REPRESENTATIONS.**

**12.1 INSTALLATION.** Owner is responsible for making the Property ready and in the condition, Contractor used to create the Proposal. During Installation, Owner shall not move, remove, modify, alter, or change in any way the equipment or any part thereof without the prior written approval of Contractor. Notwithstanding the foregoing,

Client Initials: \_\_\_\_\_

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# COMMERCIAL SOLAR SYSTEM INSTALLATION AGREEMENT

Owner shall take reasonable steps to protect the Solar System from damage or injury if, due to an emergency, it is not possible or reasonable to notify Contractor before taking any such actions.

- 12.2 UNANTICIPATED WORK.** Owner is solely responsible for the coordination and expense of any unanticipated work during installation due to subsurface or unknown physical conditions that differ from those described in the Proposal or this Contract. If any unanticipated work is required (including, but not limited to, moving equipment once it has been installed, moving or removing existing antennas, vents, conduit, or wires and coordinating and/or waiting for other job-site contractors) Owner agrees to pay Contractor at the installation labor rate of \$150.00 per hour per person, plus materials.
- 12.3 TREE TRIMMING OR REMOVAL.** If necessary or desired to improve the performance of the PV System, tree trimming or removal is the sole responsibility of the Owner, unless otherwise specified within this contract or any attached proposal.
- 12.4 PRE-EXISTING CONDITIONS.** Owner acknowledges that proper operation of the equipment purchased hereunder may be dependent upon Owner's existing equipment and Contractor shall have no liability for equipment not purchased hereunder. While Contractor will exercise all due care, Contractor will not be responsible for pre-existing conditions of any roof or for damages or problems arising from such pre-existing conditions which may be aggravated by normal material handling procedures during the solar installation on the roof.
- 12.5 ACCESS TO WORK.** Owner shall grant free access to work areas for workmen and vehicles and shall allow areas for storage of materials and rubbish. Owner agrees to keep driveways clear and available for movement and parking of trucks during normal work hours. Contractor and workmen shall not be expected to keep gates closed for animals or children, or provide work area security that is above and beyond traditional safety measures taken from Contractor.
- 12.6 HOA REQUIREMENTS.** See Section 2.2.c

- 13. INSPECTIONS, BUILDING DEPARTMENT AND ENGINEERING REQUIREMENTS.** Contractor will coordinate and attend local building department inspections as needed. Owner is expected to be at the final utility inspection if requested by the utility company. If Owner would like Contractor present at the inspection on their behalf, Contractor will bill at a rate of \$N/A per hour, including travel and waiting time. Contractor will bill Owner for any direct expenses and time resulting from any additional building department or engineering requirements at the rate of \$150.00 per hour, including, but not limited to, requirements, as follows: (i) it becomes necessary to prepare for or attend local building department meetings on Owner's behalf; (ii) revisions must be made to Contractor's standard plans and drawings; (iii) a structural engineer is required to evaluate Owner's roof or rack foundation; (iv) soil or geological tests are required; or (v) structural or electrical upgrades must be made to Owner's existing facility and when a Main Electrical Panel (MPU) is not already included in Contract price.

**IMPORTANT:** Contractor is NOT responsible for determining, evaluating or assuming there are any unpermitted structures on property. Unpermitted structures (additions, patios, etc.) could or could not present an issue. Many times, non-permitted structures will cause a city inspector to require said structure to be brought up to code or even demolished. Contractor assumes no liability when this is the case. Whether an installation has or has not been completed, any progress payments retained and/or still owed, based upon the work already completed and invoiced are still due and non-refundable.

**PLEASE NOTE:** Any obstructions that are three (3) feet or nearer to the Main Service Panel (MSP) "may" be required to be moved. (Examples: HVAC condenser(s), water spigots, gas lines/meters, windows, shrubbery, et. cetera).

## 14. LIST OF DOCUMENTS TO BE INCORPORATED INTO THE CONTRACT

- 14.1 DRAWINGS, SPECIFICATIONS, PERMITS, AND FEES.** The work to be performed hereunder will be constructed according to the Proposal, drawings, specifications and other documents, created by Contractor for the project. Contractor will obtain and pay for all required building permits for the work, however, the actual costs of all such permits shall be a reimbursable expense owed to Contractor by Owner, unless specifically included under Section 1.2 above. Contractor will not charge Owner any costs for its own labor in obtaining those permits. All drawings and specifications are intended to supplement one another and are incorporated by reference to this Contract. In the event of a conflict, however, the specifications shall control the drawings, and this Contract shall control both.

Client Initials: \_\_\_\_\_

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# COMMERCIAL SOLAR SYSTEM INSTALLATION AGREEMENT

- 14.2 NOTICE ABOUT EXTRA WORK AND CHANGE ORDERS.** Extra work and change orders ("**Change Orders**") become part of the Contract once an order is prepared in writing and signed by the Parties prior to the commencement of any work covered by the Change Order. The Change Order must describe the scope of the extra work or change, the cost to be added or subtracted from the Contract, and the effect the order will have on the schedule of progress payments. Owner may not require Contractor to perform extra or Change Order work without providing written authorization prior to the commencement of work covered by the new Change Order. Contractor's failure to comply with the Change Order process does not preclude recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment. If installation is delayed by more than thirty (30) days once work has commenced due to acts or omissions of Owner, Contractor will have the option to require a Change Order is executed to account for any additional costs or changes to the construction schedules or may in its sole discretion cancel this Contract. As the roofing and solar industry is dependent on suppliers' manufacturing capacity and deliveries to the United States at the time immediately prior to installation, minor variations in parts due to substitutions of like product will result in invoices being adjusted accordingly. For purposes of this Contract, the term "like product" means products of like quality and price-performance to the equipment specified.
- 14.3 EXHIBITS.** The following are incorporated by reference to this Contract: Solar System Pricing and Payment Terms; Proposal (if so generated); List of Work Exclusions; "Three-Day" and "Five-Day" Rights to Cancel Notice; Notice of Cancellation; "Notice to Owner" Mechanics Lien Warning; Insurance Notices; CPUC California Solar Consumer Protection Guide and Adders Informational Page.
- 15. INSURANCE COVERAGE.** Notices concerning commercial general liability insurance and worker's compensation insurance are attached to this Contract as Exhibit D.
- 16. TITLE TO EQUIPMENT AND RIGHT TO REMOVE.** Title to the equipment and materials supplied by Contractor will remain with Contractor and not pass to Owner until all sums due Contractor have been paid. Contractor may, at its option, remove any portion of materials equivalent in value to any payment required hereunder and not paid within sixty (60) days after receipt of proper invoices thereunder without limiting Contractor's rights herein.
- 17. RISK OF LOSS.** Owner shall assume the risk of loss for all materials and equipment which are to be included in Contractor's work hereunder at such time as the materials and equipment are delivered to the Property.
- 18. CLEANUP.** Contractor shall keep the project free from accumulation of debris, waste materials, or rubbish caused by its operations. On completion of the work, Contractor will remove all debris, waste materials, rubbish, and surplus material from Owner's property and will thoroughly clean the project, leaving it in a neat and broom-clean condition.
- 19. LIMITED WARRANTY.**
- 19.1 LIMITED WARRANTY – REPAIR OR REPLACEMENT.** Contractor warrants the PV Solar System installation process against defective workmanship for a period of ten (10) years after Substantial Completion. This warranty covers the Solar System as a whole only and provides for no-cost repair or replacement of the Solar System in accordance with this warranty. The separately included manufacturer warranties for the solar panels, inverters and frames are in lieu of and not in addition to Contractor's warranty obligations. Any claims for defect in workmanship or otherwise related to or arising from those materials are excluded from Contractor's warranty obligations. Contractor shall make available to Owner all warranty documents relative to the equipment and materials incorporated in the Solar System as provided by the applicable manufacturers. Contractor will also be the warranty administrator for such manufacturer warranties and as such it will, on a reasonable basis, provide a first line of support on any manufacturer warranty claims. Repair or replacement as provided under this warranty is the exclusive remedy of Owner. The warranty period will not be extended, nor will a new warranty period begin, upon any repair or replacement conducted under this warranty. This limited warranty does not warrant a specific power output, which is exclusively covered under the module manufacturer warranty. Contractor does not make any promises or guarantees about any return-on-investment variables related to the Solar System, including but not limited to, issues related to utility rate increases, home resale value, maintenance costs, performance degradation, home energy needs, and Solar System output.
- 19.2 EXCLUSIONS.** This limited warranty excludes the following conditions: (i) failure to properly operate or maintain the Solar System in accordance with printed instructions provided with the Solar System; (ii) any repair or replacement using a part or service not provided or authorized in writing by Contractor; (iii) damages caused by,

Client Initials: \_\_\_\_\_

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# COMMERCIAL SOLAR SYSTEM INSTALLATION AGREEMENT

in Contractor's judgment, Owner or third party abuse, accident, alteration, improper maintenance or installation, pre-existing roof conditions, removal by anyone other than an Contractor or authorized Contractor representative, misuse, negligence or vandalism, riots, animal damage, or environmental pollution such as soot, salt damage, or acid rain, or earthquake, fire, flood, extreme weather conditions such as high wind or frozen water buildup, or other acts of God or other unforeseen conditions that are beyond Contractor's control; (iv) solar systems with the type or serial number(s) altered, removed, or illegible; and (v) cosmetic defects, such as discoloration or scratches, caused by normal wear and tear.

- 20. LIMITATION OF WARRANTY.** THE WARRANTIES SET FORTH IN SECTION 20 ABOVE SHALL CONSTITUTE THE ONLY WARRANTIES APPLICABLE TO THIS CONTRACT, THE SOLAR SYSTEM AND WORK PERFORMED HEREUNDER. CONTRACTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, USE OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, OR LOSS OF REVENUES FOR ANY REASON WHATSOEVER.
- 21. LIMITATION OF LIABILITY.** CONTRACTOR'S SOLE LIABILITY, AND OWNER'S SOLE REMEDY, WITH RESPECT TO ANY WORK AND MATERIALS WHICH BREACH CONTRACTOR'S OBLIGATIONS UNDER THIS CONTRACT SHALL BE FOR CONTRACTOR TO REPAIR, REPLACE OR RE-PERFORM THE DEFECTIVE OR NONCONFORMING WORK AND MATERIAL WITHIN FOURTEEN (14) BUSINESS DAYS OR SUCH PERIOD COMMERCIALY REASONABLE ACCORDING TO INDUSTRY STANDARDS AFTER WRITTEN REQUEST BY OWNER.
- 22. NOTICE.** Any notice required or permitted under this Contract shall be deemed given, if in writing, on the fifth (5<sup>th</sup>) day after deposit in the U.S. Mail, first-class postage prepaid, and addressed to the Party at the address shown in this Contract, although such address may be changed by written notice from one Party to the other as necessary.
- 23. ASSIGNMENT; THIRD-PARTY BENEFICIARIES.** Owner may not transfer or assign this Contract and its rights and obligations herein to a successor or purchaser of the Property or an interest therein. There are no third-party beneficiaries to this Contract. Nothing in this Contract shall create a contractual relationship with or a cause of action in favor of a third-party against either Party. Notwithstanding the above, (i) Contractor may assign this Contract without notice to or consent of Owner in the event of a merger, reorganization, consolidation or sale of all or substantially all of Contractor's assets, and (ii) if all or any of this Contract is to be financed through a financial institution, Owner may assign its rights hereunder to such institutions. Owner and Contractor will make, execute and deliver all forms reasonably required by a lender for such purposes.
- 24. STATUTORILY REQUIRED NOTICES & INFORMATION.**

## **24.1 MECHANIC'S LIEN WARNING**

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a 'Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if they are not paid.

**24.2** Contractor, as well as it's materials provider, may send a notice of a PRE-LIEN notification. This is not a filed lien, but is notifying all Parties that Contractor, as well as material provider may file for non-payment

**24.3 BE CAREFUL.** The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

**24.4 PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers' delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

Client Initials: \_\_\_\_\_

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# COMMERCIAL SOLAR SYSTEM INSTALLATION AGREEMENT

**24.5 PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's internet website at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 800-321-CSLB (2752). REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice or face the forced sale of your home to pay what you owe.

**24.6 About The Contractors State License Board ("CSLB")** CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

**24.7 For more information:**

Visit CSLB's Internet Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov)

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P.O. Box 26000, Sacramento, CA 95826.

- 25. INDEMNITY.** To the fullest extent permitted by law, each Party ("**Indemnifying Party**") shall indemnify, defend and hold harmless the other Party, and its officers, directors, shareholders, employees and agents (each, an "**Indemnified Party**"), from and against all loss, cost, liability, claims and expenses, including but not limited to attorneys' fees and disbursements, to the extent arising out of or resulting from the actions or omissions of Indemnifying Party and its agents, guests and family members which are negligent, wrongful or in breach of this Contract. The foregoing shall not be limited to or by any insurance coverage which may be in force or required to be in force.
- 26. DEFAULT.** Either of the following occurrences or events, by or against Contractor and by or against Owner, shall constitute a default under this Contract: (a) a material breach of any of the terms, conditions, representations, warranties, or guarantees expressed in this Contract; or (b) filing of a voluntary petition in bankruptcy or confession of insolvency. In the event that a Party is in default of this Contract and fails to cure such default thirty (30) days following receipt of written notice from the non-defaulting Party that an event of default has occurred, then this Contract may be terminated by the non-defaulting Party.
- 27. COSTS; ATTORNEYS' FEES.** If the Contract Price is not paid when due, Owner shall pay all costs of collection, including reasonable attorneys' fees. The prevailing Party in any legal action or arbitration proceeding related to this Contract shall be entitled to receive from the other Party, in addition to any other relief that may be granted, their reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding.
- 28. GOVERNING LAW.** This Contract shall be governed by and interpreted in accordance with the laws of the State of California.
- 29. DISPUTE RESOLUTION; MEDIATION & ARBITRATION.** Any controversy or claim arising out of or relating to this Contract, or breach thereof, shall be settled by mediation under the Home Construction Mediation Procedures of the American Arbitration Association. If a Party fails to respond to a written request for mediation within 30 days after service or fails to participate in any scheduled mediation conference, that Party shall be deemed to have waived its right to mediate the issues in dispute. If the mediation does not result in settlement of the dispute within 30 days after the initial mediation conference or if a Party has waived its right to mediate any issues in dispute, then any unresolved controversy or claim arising out of or relating to this Contract or breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Home Construction Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be the city in which Contractor's principal office is located in California, U.S.A.

**BECAUSE WE HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE DISPUTES IN COURT OR TO HAVE A JURY TRIAL ON THAT DISPUTE OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE ARBITRATION PROCEEDING. PARTIES WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT PARTIES WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.**

Client Initials: \_\_\_\_\_

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# COMMERCIAL SOLAR SYSTEM INSTALLATION AGREEMENT

- 30. STATUTORILY REQUIRED NOTICE.** Owner has the right to require Contractor to have a performance and payment bond covering the work described herein.
- 31. FORCE MAJEURE.** Neither party shall be liable for any failure to perform under this Agreement when such failure is due to causes beyond that party's reasonable control, including, but not limited to, acts of State or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquakes, accident, and prolonged shortage of energy. In the event of such delay, any date stated herein shall be extended by a period of time necessary by both Contractor and Subcontractor. If the delay remains in effect for a period more than thirty (30) days, Contractor has the right to terminate this Agreement upon written notice to the Subcontractor.
- 32. COMPLETE AGREEMENT.** This Contract constitutes the entire agreement of the Parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract exist between the Parties. This Contract can be modified only by an agreement in writing signed by both Parties.

**INTENDING TO BE LEGALLY BOUND**, the Parties are executing this Contract through their legally authorized representative on the date stated below.

_____ OWNER Name	_____ OWNER Signature	_____ Date
_____ OWNER Name	_____ OWNER Signature	_____ Date
<u>JAX JCC, dba AMS Construction</u> CONTRACTOR	_____ CONTRACTOR'S Signature	_____ Date

Client Initials: \_\_\_\_\_

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# COMMERCIAL SOLAR SYSTEM INSTALLATION AGREEMENT

## EXHIBIT A

### LIST OF WORK EXCLUSIONS

Unless specified to the contrary in the Proposal or a Change Order, the services, activities and work set forth below are excluded from the scope of work required by Contractor pursuant to the Contract:

1. Remove, remediate or dispose of any hazardous substances that exist on the Property;
2. Improve the construction of the roof or the Property to support the Solar System;
3. Remove or replace existing rot, rust, or insect infested structures;
4. Provide structural framing for any part of the Property;
5. Pay for or correct construction errors, omissions, and deficiencies by the Owner or contractors hired by the Owner;
6. Pay for, remove, or remediate mold, fungus, mildew, or organic pathogens;
7. Upgrade the Property's existing electrical service;
8. Installation of any smoke detectors, sprinklers, or life safety equipment required by municipal code or inspectors as a result of the Solar System installation;
9. Pay for the removal or relocation of equipment, obstacles or vegetation in the vicinity of the Solar System and/or the Main Service Panel;
10. Move items unassociated with the Solar System around the Property;
11. Pay for any costs associated with municipal design or architectural review, or other specialty permits, including cost to attend any public hearings, notification of neighbors, or additional drawings required;
12. Pay for compliance with changes in regulations of codes that materially change the scope of work for the Solar System;
13. Repair of damage to roadways, sidewalks, or driveways that may occur when construction equipment and vehicles are being used in the normal course of construction unless such damage is caused by the negligence of Contractor; and
14. Structural engineering review and soil analysis.

Client Initials: \_\_\_\_\_

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# COMMERCIAL SOLAR SYSTEM INSTALLATION AGREEMENT

## EXHIBIT B

### NOTICE OF CANCELLATION Statutorily-Required Language

Date of Commercial PV Solar System Installation Agreement: \_\_\_\_\_

You may cancel this transaction, without any penalty or obligation, within three (5) business days from the date of the Contract.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by Contractor of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to Contractor at your property, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of Contractor regarding the return shipment of the goods at Contractor's expense and risk.

If you do make the goods available to Contractor and Contractor does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to Contractor, or if you agree to return the goods to the Contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to **AMS CONSTRUCTION** at **1258 Columbia Ave, Bldg A Riverside, CA 92507** not later than midnight of **THREE/FIVE DAYS** from **above reference date**.

I hereby cancel this transaction on: \_\_\_\_\_ (Date)

Owner (print): \_\_\_\_\_

Signature: \_\_\_\_\_

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

Client Initials: \_\_\_\_\_

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# COMMERCIAL SOLAR SYSTEM INSTALLATION AGREEMENT

## NOTICE OF CANCELLATION (Duplicate Copy for Customer)

### Statutorily-Required Language

Date of Commercial Solar System Installation Agreement: \_\_\_\_\_

You may cancel this transaction, without any penalty or obligation, within three (5) business days from the date of the Contract.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by Contractor of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to Contractor at your property, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of Contractor regarding the return shipment of the goods at Contractor's expense and risk.

If you do make the goods available to Contractor and Contractor does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to Contractor, or if you agree to return the goods to the Contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to **AMS CONSTRUCTION** at **1258 Columbia Ave, Bldg A Riverside, CA 92507** not later than midnight of **THREE/FIVE DAYS** from **above reference date**.

I hereby cancel this transaction on: \_\_\_\_\_ (Date)

Owner (print): \_\_\_\_\_

Signature: \_\_\_\_\_

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

Client Initials: \_\_\_\_\_

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# COMMERCIAL SOLAR SYSTEM INSTALLATION AGREEMENT

## EXHIBIT D

### INSURANCE NOTICES

#### Statutorily-Required Language

**Commercial General Liability Insurance (CGL):** [\*Contractor to include whichever of the following statements is both relevant and correct.

- ☐ This Contractor does not carry commercial general liability insurance.
- ☒ This Contractor carries commercial general liability insurance written by CANYON CREST INSURANCE SERVICE INC, with LINDA MEINZER as the direct contact. You may call (the insurance company) at 951-784-0311 to check the contractor's insurance coverage.
- ☐ This Contractor is self-insured.
- ☐ This Contractor is a limited liability company that carries liability insurance or maintains other security as required by law. You may call (the insurance company or trust company or bank) at \_\_\_\_\_ to check on the contractor's insurance coverage or security."

**Workers' Compensation Insurance:** [\*Contractor to include whichever of the following statements is both relevant and correct]

- ☐ This Contractor has no employees and is exempt from workers' compensation requirements.
- ☒ This Contractor carries workers' compensation insurance for all employees.

Client Initials: \_\_\_\_\_

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## Helendale Community Services District

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Date: October 17, 2024  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
BY: Craig Carlson, Water Operations Manager  
SUBJECT: Agenda item #8  
Discussion Only Regarding Update on Well 13

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### **STAFF RECOMMENDATION:**

None.

### **STAFF REPORT:**

The District received a Prop 1 grant in 2021 for \$750,000. To date the cost including building, consultants, geologist and other contractors total \$1,185,004. The District has spent \$435,004 for the balance of the work and an additional \$256,080 for the potable line extension to the new well site. The final reimbursement of \$75,000 should be forthcoming. Staff has painstakingly navigated the challenging process of getting this new well drilled and equipped during COVID and post-COVID environment with supply and service challenges. The good news is, barring any unforeseen circumstances, the well should be online by December 1.

On September 4, all contractors for the new well were present for start-up. This included the well driller – Southwest Pump & Drilling, Tess Electric and KC Fabrication. It was determined that the flush to waste line needed to be increased in size due to the head pressure that was created due to the restrictions of the backflow device (RP). The issue with the current set up is that the well will not allow the system to flush to waste only due to the pressure created but rather the water flows directly into the distribution system. Staff has received quotes for the new RP, in-line flow meter and the 8" cla-valve. These modifications will be done in-house and should be completed within the next six weeks due to the lead time on the materials.

The District pulled Title 22 water quality samples in July 2023 after the well was developed. The samples at that time were within the MCL and SMCL limits with the exception of Manganese. At that time the results showed a 220 ppb. The MCL is 50 ppb. In September we pulled Manganese samples again and the results were 160 ppb. On October 2, we pulled samples again after 6 hours of run time and the results were 110ppb. As the Board may recall we had high iron and Manganese in Well 6 which required a blending plan with well 4A. In the event that Well 13 does not continue to decline with pumping, we will be required to remediate the Manganese in a similar manner.

PFAS will be sampled this week. It is anticipated that we will find similar levels of PFAS in the new well as we have seen in Wells 4A and 1A. Staff has begun strategizing treatment options as full treatment will be required by 2029. By 2027, the District will be required to develop its plan of action for treating PFOS, PFHX and PFOA. EPA has established a Federal MCL but the state of California has yet to complete their rule-making process to establish the MCL that we will be required to adhere to. By strategizing early the District will be well-positioned to implement treatment methodology by the required deadline.

**Fiscal Impact:** NA

**Possible Motion:** None

**Attachments:** None





# Helendale Community Services District

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Date: October 17, 2024  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
SUBJECT: Agenda item #9  
Discussion Only Regarding Water Usage for Water Year 2023/2024

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## **STAFF RECOMMENDATION:**

None.

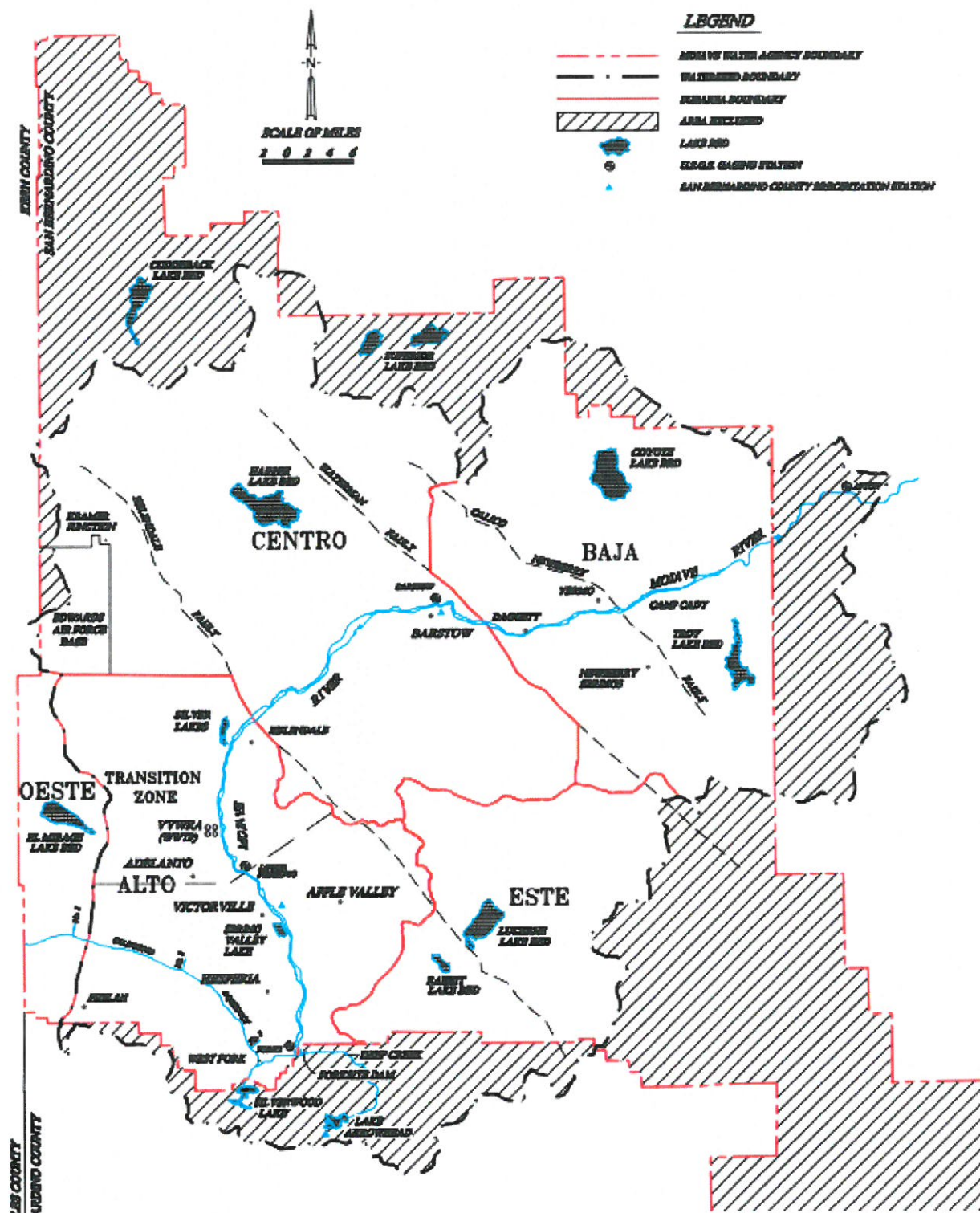
## **STAFF REPORT:**

Each year staff provides an update to the Board at the end of the water year which begins October 1 of each year and ends September 30<sup>th</sup>. The District has been very aggressive over the past several years in purchasing water rights as they become available. As ramp downs and growth have occurred there are fewer water rights transactions available each year. For the upcoming year the judge, who makes the final determination on water rights each year, has left the prior ramp down in place despite the Watermaster's recommendation to increase the pumping allowances from 50.4% to 53.3%.

The District extracts water in the Alto subarea which includes the majority of the Victor Valley from Apple Valley to West Victorville and Adelanto. More specifically, the District pumps from an area known as the Alto Transition Zone. Fortunately, this area is of critical importance to the water balance between Alto proper and the Centro sub area and as such is watched closely by Watermaster staff and the court alike. Victor Valley Wastewater Reclamation Authority (VWRA) discharges over 10,000 acre-feet of water to the transition zone each year. This supply provides direct recharge to the District's and the Association's wells. This supply is critically important to long-term sustainability for us as this contribution to the river provides direct recharge to the aquifer from which we extract our water.

A portion of the District's boundary is in the Centro Sub Area, including the entirety of the newly annexed area. While the District owns 327 acre-feet of water rights in the Centro Sub Area, it does not have wells in that area. This water is used for meeting a make-up obligation to Centro as required in the judgment. Perhaps as the area grows there may be the need to expand the District's infrastructure to that area. Following is a graphic of the sub areas.



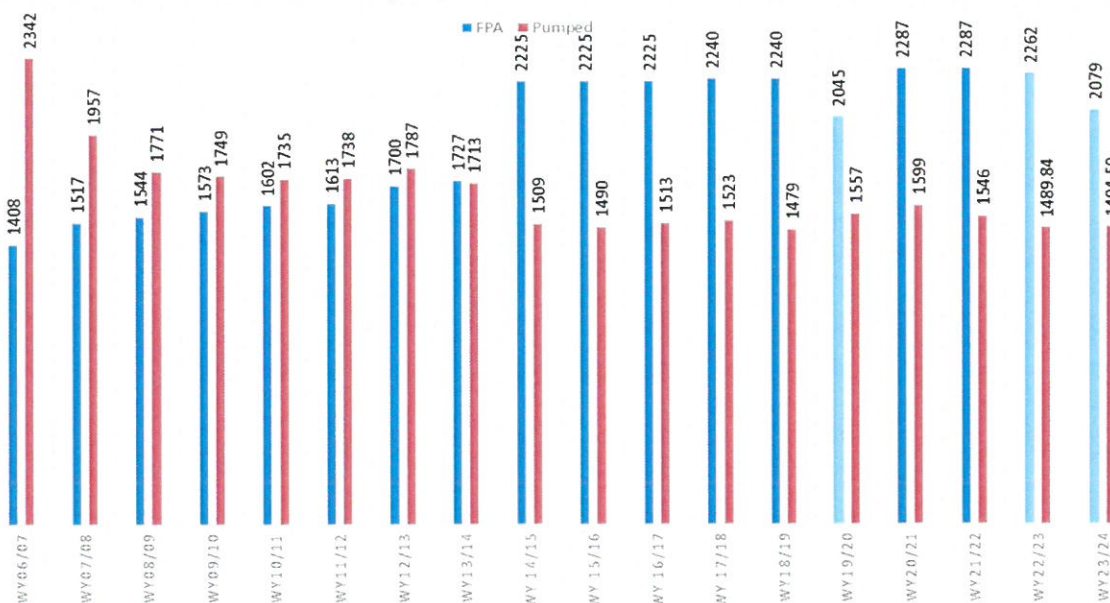


Water rights are bought in sold in a unit known as the Base Annual Production (BAP) Allowance. That usage is reduced or “ramped down” each year depending upon a complicated water calculation completed by the Watermaster’s engineer. The purpose of ramp down is to bring production into line with the sustainable yield of the basin. The current judge who oversees the Adjudication takes a hard line on the tenants of the judgement and has regularly over-ruled the Watermaster Engineer’s recommendation.

The District owns 4157 acre-feet of BAP and with the ramp down at 50.4% can only pump up to 2,262 without having to buy more water. This past water-year, the District pumped 1494.59 acre-feet (AF) of water leaving 767 acre-feet remaining. Pumping was up slightly from the prior year of 1489.84 AF. The District provided approximately 4.4 acre-fee of water to the Silver Lakes Association as emergency augmentation for the lakes during this past summer. The previous year we provided 31 acre-feet.

The District will have an estimated 767 acre-feet of water to lease to the City of Victorville at approximately \$447,900. (based upon an estimated amount of \$584/AF). Watermaster adopted a not-to-exceed amount of \$624/AF for the 2023/24 Water year that will be approved by February of 2025. Typically, the amount is less than the not-to-exceed amount. The water production must go through a verification process with Watermaster Staff and the final production amount will be confirmed by February 2025. If the District elects, it could hold back 15% of the available water to sell to another party or bank as carryover water for the current water year.

Following is a graph showing the available free production allowance each year and the annual production. In WY06/07 when the District assumed operations from County, water production far exceeded the available water rights owned by the District. The \$4 million dollar acquisition in 2014 has served to provide relief from a shrinking market supply of water rights for lease or purchase. As noted on the graph, production over time has reduced and the District has enjoyed a healthy surplus of water rights over production demands. These rights have been leased every year to offset the debt service for the purchase.



**FISCAL IMPACT:** NA

**POSSIBLE MOTION:** None

**ATTACHMENTS:** None