



**REGULAR BOARD MEETING**  
**Thursday, May 15, 2025, at 6:00 PM**

**REMOTE 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. join remotely: [www.zoom.com](http://www.zoom.com) or Zoom App; click on "Join". Enter **Meeting ID 463 173 8547** and Passcode: **HCS D**. Use your computer audio or join by phone with the directions below. Phone-In Instructions: Call **1-669-900-6833**, enter **Meeting ID 463 173 8547**, Participant ID or press #, and enter Audio Password/Passcode: **872103**.

**Call to Order - Pledge of Allegiance**

**1. Approval of Agenda**

**2. Public Participation**

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

**3. Consent Items**

- a. Approval of Minutes: Board Meeting of May 1, 2025
- b. Bills Paid Report

**4. Reports**

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

**Regular Business:**

- 5.** Discussion and Possible Action Regarding Approval of Directors' Expense Reports
- 6.** Discussion and Possible Action Regarding Adoption of Ordinance 2025-01: An Ordinance of the Board of Directors of the Helendale Community Services District Establishing Guidelines for the Conduct of It's Public Meetings and Activities
- 7.** Discussion and Possible Action Regarding Renewal of the Professional Services Agreement for Park and Facility Maintenance Services for FY2026
- 8.** Discussion and Possible Action Regarding Approval of a Revised Deposit Policy
- 9.** Discussion Only Regarding Annual Review of Park Development Impact Fee

**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 agenzized 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: May 15, 2025  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
SUBJECT: Agenda item #3  
Consent Items

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## **CONSENT ITEMS**

- a. Approval of Minutes: Regular Board Meeting of May 1, 2025
- b. Bills Paid Report



# Helendale Community Services District

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Date: May 15, 2025  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
BY: Cheryl Vermette, Clerk of the Board  
SUBJECT: Agenda item #3a  
Minutes from Regular Board meeting 5/1/2025

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

Date: May 1, 2025  
 Time: 6:00 PM  
 Meeting called to order by: President Ron Clark

**Attendance**

President Ron Clark	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent	<input checked="" type="checkbox"/> In Person	<input type="checkbox"/> Remote
Vice President 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
Director Artie DeVries	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent	<input checked="" type="checkbox"/> In Person	<input type="checkbox"/> Remote
Director Billy Rosenberg	<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; Craig Carlson, Water Operations Manager; Alex Aviles, Wastewater Operations Manager; Cheryl Vermette, Administrative Services Manager; Trini Martin, Program Assistant

**Consultants/Guests**

San Bernardino County Deputy Sherriff Morales

**Members of the public**

There were two members of the public attending in person.

**1. APPROVAL OF AGENDA**

**Discussion** None

**Motion** Director Guinn made a motion to approve the agenda as presented.

**Second** Director Rosenberg

**Vote**

Vice President Ron Clark	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director George Cardenas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director Gail Guinn	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director Artie DeVries	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director Billy Rosenberg	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain

**2. PUBLIC PARTICIPATION**

**3. CONSENT ITEMS**

- a. Approval of Minutes: Board Meeting for April 17, 2025
- b. Bills Paid Report
- c. Quarterly Recycling Report
- d. March Financial Report
- e. Certificate of Appreciation for Barstow Hospital

**Discussion** None

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

**Second** Director Guinn

**Vote**

Vice President Ron Clark	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director George Cardenas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director Gail Guinn	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director Artie DeVries	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director Billy Rosenberg	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain

#### 4. REPORTS

##### a. Directors' Reports

Director Guinn attended the Silver Lakes Association meeting – dues have gone up to \$235. There was an increase in fees for golf carts, boats and trailers. There were also rule changes to the length of stay at the RV park. CERT update – Monday at 3:30 PM the CERT team will tour the Barstow Community Hospital and pick up the donated supplies. Earth Day was a huge success. Director Guinn noted that our staff are really good teachers. She reported that she did the strategic planning meeting with staff and a subsequent meeting with management staff. The next step would be for the Board to look at the District's mission, vision and values. She reported that since we have an announcer at the Concert's in the Park, we should have him remind people to pick up trash. Director Guinn also reported that she will be representing the District as a MEEC sponsor at their Solar Cookoff event as a judge.

Director DeVries attended the Special Districts finance meeting at Mojave Water Agency.

Vice President Cardenas reported that he attended the Special Districts finance meeting. He also participated in the District's Earth Day event.

Director Rosenberg reported that he served food at the District's Earth Day event. He also attended the finance workshop and commended staff on the job they are doing in diversifying the District's investments. He will also be representing the District as a judge for MEEC's Solar Oven competition. He discussed his concern with storing the CERT supplies and having a temperature-controlled location. Director Rosenberg also emphasized the importance of having the Concert in the Park announcer disseminate important information. He reported that there is a beehive in a tree at the dog park and requested that it be relocated.

##### b. General Managers Report

General Manager Cox reported that the District received a check from Victorville for \$305,608.50 for water rights. Centro Water rights were leased for \$1,920 to Nursery Products. Administrative Services Manager Vermette reported that our first Concert in the Park is coming up on May 10<sup>th</sup>. The band is Radio Ready that plays top 40, pop & dance music. The District will also host a free spay/neuter event for cats. Free vaccines will also be available.

Water Operations Manager Carlson reported that staff completed the quarterly water master report along with all monthly inspections for March. Additionally, concrete was poured for the dance floor at the park and staff took part in the Earth Day event. Progress continues on well 13 re-piping, with the flush-to-waste side nearly finished. Other maintenance included replacing a broken a-stop, bypassing the PSI switch on the R/O system while awaiting new parts, servicing swamp coolers at the community center, ongoing meter replacements, and routine hydrant flushing and valve turning.

**REGULAR BUSINESS**

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

**Discussion:** None

**Motion:** Vice President Cardenas made the motion to accept the Directors’ expense reports.

**Second:** Director DeVries

**Vote**

Vice President Ron Clark	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director George Cardenas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director Gail Guinn	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director Artie DeVries	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director Billy Rosenberg	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain

**6. Discussion and Possible Action Regarding Change Order for the Water and Wastewater Office Completion**

**Discussion:** The presentation provided a comprehensive background on the ongoing building construction, outlining key challenges encountered throughout the process. It included a review of costs and associated change orders, highlighting the need for approval of increases in two specific change orders. Additionally, it seeks ratification by the current Board for the total amount required to complete the construction of tenant improvements (TIs). The details of the presentation were complex, the goal was to present the information clearly and transparently for informed decision-making.

The project requires approval to increase two previously approved Change Orders: CO#1 (Building TI) and CO#2 (Drawing Package). CO#3 and CO#5 represent additional changes to CO#1, necessary for completing the building. The increase over previous approvals made by the prior Board totals \$20,142.54, bringing the full requested amount to \$173,162.54. Staff sought the current Board’s approval of this total to ensure completion of tenant improvements.

The Board awarded a competitive contract to MWC on December 28, 2020, for \$1,061,741 to construct Maintenance Buildings. Subsequently, HDU received contracts for additional infrastructure improvements, including a fire sprinkler system for \$66,900 on February 4, 2021, and a Sewer Mini-Lift for Wastewater for \$36,044 on August 5, 2021. On August 19, 2021, the Board reviewed options for interior office space (TIs) within the buildings and directed the General Manager to negotiate a Change Order to accommodate this addition. On September 9, 2021, the Board approved a Change Order for the Fire Sprinkler contract, adding required components such as a backflow preventer, post indicator valve, and hydrant for \$114,000. On October 7, 2021, the paving bid was awarded to Yeghoian Paving for \$72,423. Then, on December 16, 2021, the Board approved a Change Order of up to \$400,000, with the negotiated final amount coming in at \$345,050—\$54,950 under the approved budget.

\$ 345,050.00	CO#1 negotiated price
\$ (207,030.00)	Amount expended
\$ 138,020.00	Balance
\$ 15,000.00	CO#2 not expended
\$ 153,020.00	Balance approved but not expended
\$ 173,162.54	Amount to complete building
\$ 20,142.54	Difference

**Motion:** Director Rosenberg made the motion approve \$173,162.54 to complete the maintenance building offices.

**Second:** Vice President Cardenas

**Vote**

Vice President Ron Clark	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director George Cardenas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director Gail Guinn	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director Artie DeVries	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director Billy Rosenberg	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain

**7. Discussion and Possible Action Regarding Approval of Resolution 2025-01: Initiating Procedures to Continue Collection of Water and Sewer Standby Charges for Fiscal Year 2026**

**Discussion:** The Board reviews Standby Fees annually. The district is allowed to utilize the County property tax process to collect the annual water and sewer standby fees. This fee applies to in-fill lots only. Properties that are away from infrastructure are not subject to the fee. In 2014 an Engineer’s Report was completed to evaluate the fee. The report noted that fee could be significantly higher than what the Board has set. The document is available for public review and was attached to the agenda. The standby fee is \$30 for each vacant lot up to 1-acre. The total received this FY was \$12,345 for water and \$10,426 for Wastewater. The budget estimate for FY26 is approximately \$34,500. Currently, 573 properties are assessed for water and 577 for wastewater. The amount changes each year as in-fill development occurs. A protest hearing is scheduled for July 17, 2025 at 6:00 pm. At the public hearing the Board will hear and consider any objections or protests to the proposed charges and consider adoption of the resolution. The final standby fee list will be submitted to the County by August 10 deadline.

**Motion:** Director Guinn adopt Resolution 2025-01 Initiating Procedures to Continue Collection of Water and Sewer Standby Charges for Fiscal Year 2026.

**Second:** Director DeVries

**Vote**

Vice President Ron Clark	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director George Cardenas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director Gail Guinn	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director Artie DeVries	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director Billy Rosenberg	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain

**OTHER BUSINESS**

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

Improvements to the Community Center building  
Construction of gymnasium

**9. Adjournment**

President Clark adjourned the meeting at 6:59 pm.

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

\_\_\_\_\_  
Cheryl Vermette, Clerk of the Board

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



# Helendale Community Services District

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DATE: May 15, 2025  
 TO: Board of Directors  
 FROM: Kimberly Cox, General Manager  
 BY: Sharon Kreinop, Senior Account Specialist  
 SUBJECT: Agenda item #3b  
 Consent Items: Bills Paid and Presented for Approval

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**STAFF RECOMMENDATION**

Updated Report Only. Receive and File.

**STAFF REPORT:**

Staff issued 20 checks and 10 EFT's totaling \$75,048.97.

Total Cash Available	4/28/25	4/28/25
Cash	\$9,147,156.55	\$9,040,403.31
Checks/EFT's Issued	75,048.97	\$211,296.66

**INVESTMENT REPORT:**

The Investment Report shows the status of the District funds invested as of 4/30/25

	Interest Rate	Interest Income
CA CLASS	4.39%	\$69,938.81 Year to date
CBB Trust	4.20%	\$58,689.62 Year to date
LAIF	4.31%	\$12,381.85 Year to date



Helendale CSD

# Bills Paid and Presented for Approval Transaction Detail

Issued Date Range: 04/28/2025 - 05/07/2025

Cleared Date Range: -

Issued Date	Number	Description	Amount	Type	Module
<b>Bank Account: 211102187 - CBB Checking</b>					
05/06/2025	<a href="#">28306</a>	Reverse Refund Check RIVERS EDGE TRUST#14174,	387.00	Check Reversal	Utility Billing
04/30/2025	<a href="#">28735</a>	Brunick, McElhane & Kennedy Professional Law Corp	-7,006.08	Check	Accounts Payable
04/30/2025	<a href="#">28736</a>	Sonic Systems, Inc	-2,151.60	Check	Accounts Payable
05/01/2025	<a href="#">28737</a>	Burrtec Waste Industries Inc	-191.88	Check	Accounts Payable
05/01/2025	<a href="#">28738</a>	Business Card	-3,028.11	Check	Accounts Payable
05/01/2025	<a href="#">28739</a>	Cheryl Vermette	-43.48	Check	Accounts Payable
05/01/2025	<a href="#">28740</a>	County of San Bernardino	-20.00	Check	Accounts Payable
05/01/2025	<a href="#">28741</a>	G.A. Osborne Pipe & Supply Inc.	-16.86	Check	Accounts Payable
05/01/2025	<a href="#">28742</a>	Hartford Life	-347.32	Check	Accounts Payable
05/01/2025	<a href="#">28743</a>	Justice Testing	-800.00	Check	Accounts Payable
05/01/2025	<a href="#">28744</a>	Konica Minolta	-224.37	Check	Accounts Payable
05/01/2025	<a href="#">28745</a>	Mobile Occupational Services, Inc.	-270.00	Check	Accounts Payable
05/01/2025	<a href="#">28746</a>	O'Reilly Auto Parts	-587.03	Check	Accounts Payable
05/01/2025	<a href="#">28747</a>	Rebecca Gonzalez	-400.00	Check	Accounts Payable
05/01/2025	<a href="#">28748</a>	Robert R. Yeghoian Co., Inc.	-2,010.00	Check	Accounts Payable
05/01/2025	<a href="#">28749</a>	Robertson's Ready Mix	-961.27	Check	Accounts Payable
05/01/2025	<a href="#">28750</a>	Sierra Analytical Labs, Inc	-1,498.50	Check	Accounts Payable
05/01/2025	<a href="#">28751</a>	Stericycle, Inc	-102.81	Check	Accounts Payable
05/01/2025	<a href="#">28752</a>	Trini Martin	-350.00	Check	Accounts Payable
05/01/2025	<a href="#">28753</a>	Ultimate Internet Access, Inc	-822.85	Check	Accounts Payable
05/01/2025	<a href="#">28754</a>	Underground Service Alert of Southern California	-26.65	Check	Accounts Payable
05/06/2025	<a href="#">28755</a>	Silver Lakes Landscaping and Maintenance LLC	-6,665.00	Check	Accounts Payable
04/28/2025	<a href="#">EFT0005417</a>	SCE ACH Sod Farm Acct 700255337588	-1,170.13	EFT	General Ledger
04/29/2025	<a href="#">EFT0005418</a>	ACH Well #13 SCE Acct 700812965633	-257.27	EFT	General Ledger
05/01/2025	<a href="#">EFT0005420</a>	SCE Community Center ACH Acct.# 700218740906	-1,470.08	EFT	General Ledger
05/05/2025	<a href="#">EFT0005422</a>	SCE ACH Well 6,7,8,9 & 2 Acct 700620711734	-202.00	EFT	General Ledger
05/06/2025	<a href="#">EFT0005424</a>	SCE ACH WWTP & Wells 3,4 & 1 Acct 700547354472	-18,794.63	EFT	General Ledger
04/29/2025	<a href="#">EFT0005433</a>	To record Tasc Flex Claim Pmt PPE 4/20/25	-1,031.22	EFT	General Ledger
05/02/2025	<a href="#">EFT0005438</a>	To record Paymentech Fees Acct Ending 6621	-2,295.46	EFT	General Ledger
05/02/2025	<a href="#">EFT0005439</a>	To record Paymentech CC Fees Acct Ending 9479	-568.53	EFT	General Ledger
05/01/2025	<a href="#">EFT0005440</a>	To record EVO Thrift Store CC Fees 23099	-876.86	EFT	General Ledger
05/05/2025	<a href="#">EFT0005445</a>	To record CalPERS Health Premium Paid	-21,245.98	EFT	General Ledger
<b>Bank Account 211102187 Total: (32)</b>					<b>-75,048.97</b>
<b>Report Total: (32)</b>					<b>-75,048.97</b>

# Summary

**Bank Account**  
[211102187 CBB Checking](#)

Count	Amount
32	-75,048.97
<b>Report Total: 32</b>	<b>-75,048.97</b>

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

Count	Amount
32	-75,048.97
<b>Report Total: 32</b>	<b>-75,048.97</b>

Transaction Type	Count	Amount
Check	21	-27,523.81
Check Reversal	1	387.00
EFT	10	-47,912.16
<b>Report Total:</b>	<b>32</b>	<b>-75,048.97</b>

Master Card Mar 17- Apr 16, 2025										
Acct #	Description	Charges	Charges	Charges	Charges	Charges	Charges	Charges	Charges	Charges
01-541000	Water Staff Lunch	88.82								88.82
01-553000	Road Base	171.71								171.71
01-545001	Fuel - Truck #201	20.37	25.55							45.92
02-545000	Smog Check for WW Dodge	42.48								42.48
02-553000	Printer Toner / Acetylene for torches	354.45	117.88							472.33
03-553000	Thrift Store Operating Supplies	60.86	27.63							88.49
05-553000	Toilet Seat Covers / Sand for Fields	20.64	60.86	532.38	239.58	48.07				901.53
06-553200	Clean Up Day Food	20.45								20.45
10-522510	Director's Lunch Meetings	17.55	40.79							58.34
10-524300	Bids for Wastewater	59.94								59.94
10-526650	Raffle Gifts ASBCSD Meeting	84.72								84.72
10-553000	Toilet Seat Cover / Markers / Wireless Mouse / (2) Scanners / Ink Pad / Water Filters	20.64	4.78	35.43	0.27	484.86	15.08	265.68	29.04	855.78
10-556800	R. Collison & B. Jeffers 5 Yr. Gift Cards / B. Jeffers B'day Gift Card	112.60	25.00							137.60
<b>Total Due</b>	<b>Staff Key:</b>	<b>KC</b>	<b>AA</b>	<b>CC</b>	<b>CV</b>					<b>3,028.11</b>
										<b>Total Due</b>

Flagstar Visa Statement 4/2/25

Acct #	Description	Charges	Charges	Charges	Charges	Charges	Charges	Totals
02-553000	WW Operating Supplies	25.85						25.85
03-553000	Thrift Store Operating Supplies	81.86						81.86
03-556800	Thrift Store Employee Incentive Gift Cards	510.00						510.00
05-550002	Basketballl Supplea	15.83	15.73					31.56
05-553000	Park Operating Supplies	56.01						56.01
10-521600	Constant Contact	85.00						85.00
10-526650	Watering Stakes & Shovel	17.51						17.51
10-553000	Admin Operating Supplies	51.70	75.28	(159.47)	1.35	8.72	(22.42)	
10-556800	S. Kreinop B'day Gift Card	25.00						25.00
Due 5-1-25	Staff Key:	KC	AA	CC	CV	TM		810.37

Total Due



# Helendale Community Services District

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DATE: May 15, 2025  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
SUBJECT: Agenda item #5  
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.

**Fiscal Impact:** As outlined on the attached Expense reports

**Possible Motion:** Approve Expense Reports as presented

**Attachments:** Spreadsheet of cumulative meetings  
Director's Expense Reports

**BOARD COMPENSATION REPORT  
ROLLING 12-MONTHS**

Name	Title	Type	6 2024	7 2024	8 2024	9 2024	10 2024	11 2024	12 2024	1 2025	2 2025	3 2025	4 2025	5 2025	TOTAL
Clark	President	Compensated	4		2	3	5	4	4	2	2	3			29
		Non-Comp	0		0	0	0	1	0	0	0	0			1
Cardenas	Vice President	Compensated	1	1	2	2	3	2	2						13
		Non-Comp	1	4	2	4	3	2	2						18
Guinn	Director	Compensated	7	6	7	2	3	6	4	2	3	4	9		53
		Non-Comp	6	2	0	1	1	2	1	3	1	0	4		21
Rosenberg	Director	Compensated							2	7	4	2	8	3	26
		Non-Comp							0	0	0	0	0	0	0
DeVries	Director	Compensated							2		4	2	4		12
		Non-Comp							0		0	2	1		3

# HELENDALE COMMUNITY SERVICES DISTRICT BOARD MEMBER EXPENSE VOUCHER

Pay Period Ending 2/20/25 - 5/1/25

Name	Expense Description/Explanation										Miles	Meals	Lodging	Other Expense	Reimburse Y/N	Phone Call Y/N	Expense Category		
Date	Event	Description of Public Benefit	Event	Description of Public Benefit	Event	Description of Public Benefit	Event	Description of Public Benefit	Event	Description of Public Benefit	Event	Description of Public Benefit	Event	Description of Public Benefit	Event	Description of Public Benefit	Event	Description of Public Benefit	
3/3/25		Community Mixer		sponsored by CERT - coordination of resources														C	
3/4/25		mtg w/ GM		pre board mtg agenda														G	
3/5/25		Basketball out of season		represent CSD, work at function														G	
3/6/25		public mtg board		open board mtg														A	
4/1/25		mtg w/ GM		District operations														G	
											Total Miles	Total Meals	Total Lodging	Total Other Expense	Total # of Compensable Meetings	Meeting Total	Total		
											\$	\$	\$	\$	\$	\$750.00	\$750.00	\$750.00	

Date 5/1/25

Signature Gail Gillan Date \_\_\_\_\_

Expense Categories

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 BOARD MEMBER EXPENSE VOUCHER

Name		Pay Period Ending		Phone		Expense Category		
Gail Gunn		2/20/25 - 5/1/25		Call Y/N				
Date	Expense Description/Explanation	Miles	Meals	Lodging	Other Expense	Reimburse Y/N	Phone Call Y/N	Expense Category
4/12/25	prepare strategic planning for staff		\$	\$	\$	N	N	F
4/13/25	prepare presentation on Strategic Planning for staff		\$	\$	\$	Y	N	A
4/15/25	public mtg Brown Act		\$	\$	\$	Y	N	B
4/15/25	Open board mtg		\$	\$	\$	Y	N	B
4/15/25	clean up day		\$	\$	\$		N	C
4/15/25	work at clean up day		\$	\$	\$		N	C
4/17/25	cont mtg		\$	\$	\$	N	N	C
4/17/25	disaster preparedness for district		\$	\$	\$	N	N	C
4/19/25	prepare SP presentation		\$	\$	\$	N	N	F
4/19/25	prepare Strategic Planning Presentation for devel. of Plan		\$	\$	\$	N	N	F
		Total Miles	\$	Total Lodging	Total Other Expense	Total # of Compensable Meetings	Meeting Total	Total
			\$	\$	\$		\$300.00	\$300.00

Signature: Gail Gunn Date: 5/1/25

Expense Categories:  
 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 BOARD MEMBER EXPENSE VOUCHER

Name: GAIL GUNN Pay Period Ending: 2/20/25 - 5/1/25

Date	Event	Expense Description/Explanation	Miles	Meals	Lodging	Other Expense	Reimburse Y/N	Phone Call Y/N	Expense Category					
4/11/25	Meeting of Board	meeting w/ BM		\$			N	N	G					
4/15/25	Description of Public Benefit	meeting regarding Strategic Plan Presentation		\$			Y	N	G					
4/16/25	Event	meeting w/ GM		\$										
4/17/25	Description of Public Benefit	meeting re district ops - agenda		\$			N	N	R					
4/17/25	Event	Strat. Plan presentation		\$										
4/17/25	Description of Public Benefit	presentation for staff - SWOT analysis		\$			Y	N	A					
4/17/25	Event	public mtg - Brown Act		\$										
4/17/25	Description of Public Benefit	open board mtg		\$			Y	N	C					
4/21/25	Event	ASBEST mtg		\$										
4/21/25	Description of Public Benefit	represent. at public mtg		\$										
			Total Miles	\$	Total Meals	\$	Total Lodging	\$	Total Other Expense	\$	Total # of Compensable Meetings	\$450.00	Total	\$450.00

Signature: Gail Gunn Date: 5/1/25

- Expense Categories
- 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 BOARD MEMBER EXPENSE VOUCHER**

Pay Period Ending

Name

*GILLY ROSEBAG*

Date	Expense Description/Explanation	Miles	Meals	Lodging	Other Expense	Reimburse Y/N	Phone Call Y/N	Expense Category
4/15	pre Board meeting with g/m	\$	\$	\$	\$	Y	N	6
4/21	ASB/CSD	\$	\$	\$	\$	Y	N	
4/22	we hosted the monthly meeting	\$	\$	\$	\$	Y	N	
4/29	Earth day	\$	\$	\$	\$	Y	N	
4/29	COOKING For 4, 5, 7 grades	\$	\$	\$	\$	Y		
4/29	LaFCO	\$	\$	\$	\$	Y		
4/31	LaFCO work shop	\$	\$	\$	\$	Y		
4/31	meeting with g/m	\$	\$	\$	\$	Y		
4/31	pre Board meeting with g/m	\$	\$	\$	\$	Y		
		<b>Total Miles</b>	<b>Total Meals</b>	<b>Total Lodging</b>	<b>Total Other Expense</b>	<b>Total # of Compensable Meetings</b>	<b>Meeting Total</b>	<b>Total</b>
		\$	\$	\$	\$	\$	\$	\$

*Gilly Rosebag*

Signature

5/1/25

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

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Date: May 15, 2025  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
SUBJECT: Agenda item #6  
Discussion and Possible Action Regarding Adoption of Ordinance 2025-01: An Ordinance of the Board of Directors of the Helendale Community Services District Establishing Guidelines for the Conduct of It's Public Meetings and Activities (Sunshine Ordinance)

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**STAFF RECOMMENDATION:**

This item is at the discretion of the Board.

**STAFF REPORT:**

This Ordinance is typically reviewed at the beginning of each calendar year and is slated for annual review. It was last reviewed in March 2024.

The Sunshine Ordinance is one of the foundational documents adopted by the Board. The Ordinance was one the first initial actions taken by the Board in 2006 at its first meeting. The Ordinance has been modified from time to time and is reviewed on a regular basis. At least once per year it is brought to the Board for adoption with an updated Ordinance number.

The Ordinance is modified from time to time based upon changes in law and additions requested by the Board. It was last modified at the August 15, 2024, meeting due to changes that occurred related to the Board's Teleconference Policy attached to the Ordinance as Exhibit B. District General Counsel has made some additional modifications to the Ordinance for the Board's consideration. Counsel will provide a review of the Ordinance for the Board.

**FISCAL IMPACT:** None

**POSSIBLE MOTION:** Adopt Ordinance 2025-01

**ATTACHMENTS:** Ordinance 2025-01 (Sunshine Ordinance)



**ORDINANCE NO. 2025-01**

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF  
THE HELENDALE COMMUNITY SERVICES DISTRICT  
ESTABLISHING GUIDELINES FOR THE CONDUCT OF  
ITS PUBLIC MEETINGS AND ACTIVITIES**

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

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

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

C. The Board is authorized by Government Code Section 54953.7 to impose requirements upon itself which allow greater access to its meetings than prescribed by the Brown Act.

D. The purpose of this Ordinance is to ensure that the Board’s deliberations are open to the public to the fullest extent permitted by law and its activities are performed in a manner that reflects a dedication to the highest standards of integrity and accountability so as to continue to earn the trust and confidence of the public served by the District.

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

Section 1. **COMPLIANCE WITH STATUTORY REQUIREMENTS.**

All meetings of the Board and all committees thereof shall be conducted in compliance with all applicable requirements of the Brown Act.

Section 2. **ADDITIONAL REQUIREMENTS.**

2.1. **Regular Meetings.** Pursuant to Government Code Section 54954(a), all regular meetings of the Board shall be held at 6:00 p.m. on the first and third Thursdays of each month at the District Boardroom located at 26540 Vista Road, Suite B or C, Helendale, California.

2.2. **Special Meetings.** Special meetings of the Board shall be called and conducted in accordance with Government Code Section 54956. The Board shall not add any non-agendized item to the agenda of a special meeting.

2.3. **Agendas.**

2.3.1. **Descriptions.**

(a) *Open Session.* The agenda for all Board meetings and all committee meetings that are open to the public shall contain a brief, general description of

each item of business to be transacted or discussed during the meeting and shall avoid the use of undefined abbreviations or acronyms not in common usage and terms whose meaning are not known to the general public. The description of an agenda item is adequate if it is sufficiently clear and specific to alert a person whose interests are affected by the item that he or she may have reason to attend the meeting or seek more information about the item.

(b) *Closed Session*. Substantial compliance with the permissive provisions of Government Code Section 54954.5, as generally reflected in Exhibit A attached hereto and incorporated herein by this reference, is mandatory under this Ordinance with respect to the description of any closed session items on any Board meeting agenda.

2.3.2. Public Comment. The agenda for all meetings of the Board shall include an item for Public Comment so as to provide an express opportunity for members of the public to directly address the Board in accordance with the requirements of Government Code Section 54954.3(a) prior to the Board's consideration of the merits of any item placed on the agenda. In the event that a motion is made to reorder the agenda, or add an item to the agenda, or otherwise take any Board action prior to the Public Comment portion of the agenda, the President of the Board shall ask any members of the public in attendance at the meeting whether they wish to comment on the motion that is pending before the Board. During the Board's consideration of items discussed after the Public Comment portion of the agenda, the President of the Board should exercise best efforts to recognize any member of the public who wishes to speak on that issue prior to any action thereon that is taken by the Board. While testimony and input received from the public during Board meetings is a valuable part of the Board's decision-making process, the Board President is nevertheless authorized pursuant to Government Code Section 54954.3(b) to limit the total amount of time allocated for public testimony on particular issues to a reasonable length of time, to limit public testimony to three (3) minutes or less for each individual speaker (although individual speakers will be permitted on a reasonable basis to transfer their unused allotment of time to another speaker), and to prevent a person who is unduly repetitive from continuing to speak.

2.3.3. Background Material. Staff material, consisting of agendas, staff reports, and other material prepared and forwarded by staff which provide background information and recommendations, regarding agenda items, when distributed to all or to a majority of the members of the Board in connection with a matter which is subject to discussion or consideration in open session at a public meeting, shall be made readily available to the public on the District's website, at the District's offices, and upon request. If a member of the public requests that a copy of such material be delivered by e-mail, District staff shall e-mail a copy of, or website link to, the documents as requested unless District staff determines that delivery by e-mail or by other electronic means is technologically infeasible, in which case District staff must send the documents by mail in accordance with the mailing requirements of the Brown Act.

2.4. Posting. The agendas of all Board meetings and all committee meetings that are open to the public shall be posted in the following locations: (1) an exterior window or bulletin board located outside the location of the Board meeting which is accessible twenty-four (24) hours a day; (2) an exterior window or bulletin board located outside of the administration

office; and (3) as soon as possible, the full agenda packet shall be posted on the District website: [www.helendalecsd.org](http://www.helendalecsd.org).

2.5. **Remote Participation.** A Board member wishing to participate in a meeting from a remote location pursuant to Government Code Sections 54953(b), (e), or (f) must notify District staff at the earliest opportunity as soon as possible so that the agenda for the meeting can be prepared and/or amended accordingly and that all other necessary accommodations can be arranged, and the meeting conducted, in a manner generally consistent with the policy attached hereto as Exhibit B and incorporated herein by this reference.

Section 3. **ANNUAL REVIEW.**

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

Section 4. **SEVERABILITY.**

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

Section 5. **EFFECTIVE DATE.**

The provisions of this Ordinance shall supersede and rescind Ordinance No. 2024-02 adopted by the District's Board of Directors on August 15, 2024, and shall take effect immediately upon adoption.

Adopted this 15th day of May, 2025.

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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Ron Clark, President, Board of Directors

ATTEST:

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Cheryl Vermette, Clerk of the Board

**EXHIBIT A**

Under Government Code Section 54954.5, the following language has been provided by the State Legislature as sample language which will meet the mandate of the Brown Act for properly identifying closed session items on the Board's agenda:

# LICENSE/PERMIT DETERMINATION (Government Code Section 54956.7)

Applicant(s): (Specify number of applicants)

# CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code Section 54956.8)

Property: (Specify street address; parcel number if no street address; or other unique reference of parcel under negotiation)

District Negotiator: (Specify names of negotiators attending closed session) (If the specified negotiator is to be absent, an agent or designee may participate provided the name of the agent or designee is announced publicly prior to the closed session.)

Negotiating parties: [Specify name of party (not agent)]

Under negotiation: (Specify whether instruction to negotiator will concern price, terms of payment, or both)

# CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION [Government Code Section 54956.9(d)(1)]

Name of case: (Specify by reference to claimant's name, name of parties, case or claim numbers)

or

Case name unspecified: (Specify whether disclosure would jeopardize service of process or existing settlement negotiations)

# CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): (Specify number of potential cases)

# CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): (Specify number of potential cases)

# LIABILITY CLAIMS (Government Code Section 54956.95)

Claimant: (Specify name unless unspecified pursuant to Section 54961)

Agency claimed against: (Specify name)

# THREAT TO PUBLIC SERVICES—~~OR,~~ FACILITIES, OR CRITICAL INFRASTRUCTURE  
{Government Code Section 54957(a)}

Consultation with: (Specify name of law enforcement agency and title of officer if applicable; or name of security personnel, consultant, or manager if applicable; or name of applicable District representative and title)

# PUBLIC EMPLOYEE APPOINTMENT {Government Code Section 54957(b)}

Title: (Specify description of position to be filled)

# PUBLIC EMPLOYEE PERFORMANCE EVALUATION {Government Code Section 54957(b)}

Title: (Specify position title of employee being reviewed)

# PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE {Government Code Section 54957(b)}

(No additional information is required in connection with a closed session to consider discipline, dismissal, or release.)

# CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)

District designated representatives: (Specify names of designated representatives attending the closed session) (If circumstances necessitate the absence of a specified

Ordinance No. 2025-01

representative, an agent or designee may participate in place of the absent representative so long as the name of the agent or designee is announced at an open session held prior to the closed session.)

Employee organization: (Specify name of organization representing employee or employees in question)

or

Unrepresented employee: (Specify position title of unrepresented employee who is the subject of negotiations)

# CASE REVIEW/PLANNING (Government Code Section 54957.8)

(No additional information is required in connection with a closed session to consider case review or planning.)

**EXHIBIT B**

**Board Member Teleconferencing Policy**

**Article I. Policy:**

The policy set forth herein (“Policy”) shall govern the Agency’s use of Teleconferencing for the attendance participation at Meetings of the Members of its Legislative Bodies. The Global Teleconferencing Policies (Article III) and Standard Teleconferencing Procedures (Article IV) shall apply in all instances, except when (1) a Member has either “just cause” or an “emergency circumstance” so as to permit the use the Expanded Teleconferencing Procedures (Article V) or (2) a State of Emergency issued by the California Governor is in effect sufficient to trigger the use of the Emergency Teleconferencing Procedures (Article VI).

**Article II. Definitions:**

Unless otherwise defined herein, the following definitions shall apply to this Policy:

Agency – shall refer to the Helendale Community Services District.

Board – shall refer to the Agency’s Board of Directors.

Brown Act / Ralph M. Brown Act – shall refer to Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the California Government Code, known as the “Ralph M. Brown Act” pursuant to Government Code section 54950.5, as such shall be amended from time to time.

Legislative Body – shall have the same meaning as provided by Government Code Section 54952, including the Board.

Member – shall have the same meaning as provided by Government Code Section 54952.1.

Meeting – shall have the same meaning as provided by Government Code Section 54952.2.

State – shall mean the State of California.

State of Emergency – shall mean a state of emergency proclaimed by the California Governor or such others as may be empowered pursuant to Section 8625 of the California Emergency Services Act, as set forth in Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2 the California Government Code.

Teleconferencing – attendance from different locations, other than the physical location of a

meeting, by way of an audio device, whether it be telephone, audio-only internet connection, or otherwise.

Videoconferencing – attendance from different locations, other than the physical location of a meeting, by way of a dual audio and visual device, whereby participants can be both seen and heard. For purposes of this Policy, Videoconferencing may include attendance by way of a single device or software package, or attendance via an audio-device with synced camera or webcasting.

### **Article III. Global Teleconferencing Policies:**

At the discretion of the Legislative Body and/or the Agency's General Manager, any employee, consultant, vendor, or individual presenting or attending a Meeting of a Legislative Body, other than a Member of the Legislative Body, shall be permitted to attend and participate via teleconference or videoconference without compliance with the rules or conditions set forth herein. Members of the Legislative Body, inclusive of the governing board Members and committee or bodies required to comply with the Brown Act, may only participate via teleconference or videoconference as permitted by this Policy.

To the extent a Member desires to attendparticipate in a Meeting via teleconference or videoconference, the Member shall generally be required to comply with the foregoing "Standard Teleconferencing Procedures" (Article IV) unless the circumstances exist to justify the use of the "Expanded Teleconferencing Procedures" (Article V) or "Emergency Teleconferencing Procedures" (Article VI).

~~A Member not in compliance with any such procedures, as applicable, shall not be permitted to attend a Meeting via teleconference or videoconference for any purpose, whether to participate in or listen to such Meeting.~~

In all instances in which a Member is attendingparticipating in a Meeting via Teleconferencing or Videoconferencing, the Legislative Body shall:

1. Take all votes by roll-call;
2. Conduct the Meeting in a manner that protects the statutory and constitutional rights of the parties and public appearing before the Legislative Body;
3. Provide notice and post agendas as otherwise required by the Brown Act; and
4. Permit members of the public access to the Meeting and an opportunity to address the Legislative Body as required by the Brown Act.

### **Article IV. Standard Teleconferencing Procedures:**

A Member may attendparticipate in a Meeting via Teleconferencing or Videoconferencing if the following conditions are satisfied:

1. At least a quorum of the Members of the Legislative Body participate in the Meeting from locations within the boundaries of the Agency;
2. The agenda posted for the Meeting is posted at all teleconference locations, each of which are identified in the notice and the agenda for the Meeting; and
3. Each teleconference location is accessible to the public, and the public is permitted to comment at each teleconference location.

**Article V. Expanded Teleconferencing Procedures (Effective Thru January 1, 2026):**

A Member may ~~attend~~participate in a Meeting via videoconference only (Teleconferencing will not be permitted under these procedures), without the need to comply with the Standard Teleconference Procedure requirements to notice and post at the agenda locations or make such locations accessible to the public, if the following conditions are satisfied:

1. At least a quorum of the Members of the Legislative Body participate in-person from a single physical location accessible to the public, which is within the boundaries of the Agency and clearly identified in the posted agenda;
2. The public is permitted to attend the Meeting either by teleconference or videoconference in a manner such that the public can remotely attend and offer real-time comment during the Meeting;
3. Notice of the means by which the public can remotely attend the Meeting via teleconference or videoconference and offer comment during the Meeting is included within the posted agenda;
4. The Member(s) attending remotely have either “just cause” or an “emergency circumstance” that justifies their attendance via videoconference.
  - a. A Member shall only have “just cause” for remote attendance if such participation is for one of the following reasons:
    - i. To provide childcare or caregiving need to a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner, with such terms having the same meaning as those terms are defined in Government Code Section 12945.2;
    - ii. Due to a contagious illness that prevents the Member from attending in-person;
    - iii. Due to a need related to a physical or mental disability as defined in Government Code Sections 12926 and 12926.1 not otherwise accommodated; and
    - iv. Due to travel while on official business of the Legislative Body or another state or local agency;
  - b. A Member shall have an “emergency circumstance” if such participation is due to a physical or family medical emergency that prevents the Member from attending in person.
5. The Member(s) have not attended a Meeting remotely on the basis of “just cause” for more than two Meetings in the current calendar year;

6. The Member(s) have not attended a Meeting remotely on the basis of “just cause” or “emergency circumstance” for more than ~~three consecutive months or more than four~~five Meetings in a calendar year; and
7. The Legislative Body has, and has implemented, a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. In each instance in which notice of the time of the Meeting is otherwise given or the agenda for the Meeting is otherwise posted, the Legislative Body shall also give notice of the procedure for receiving and resolving requests for accommodation.
8. The numerical limitations set forth in Articles V.5. and V.6. above do not apply if a Member’s reason for remote participation at a Meeting is due to “just cause” grounds that relate to a physical or mental disability under Article V.4.a.iii. herein which qualifies for reasonable accommodation pursuant to the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132).

In order to utilize the Expanded Teleconference Procedures, a Member shall:

1. For a “just cause” circumstance, notify the Legislative Body at the earliest opportunity, including at the start of a regular Meeting, of their need to participate remotely for just cause, including a general description of the circumstance relating to their need to appear remotely at the given Meeting;
2. For an “emergency circumstance,” request to participate at a Meeting due to an “emergency circumstance” as soon as possible, preferably before the posting of the agenda but up to the start of the Meeting, with such request including a general description of the circumstances relating to their need to appear remotely at the given Meeting, though any description for emergency circumstances need not exceed 20 words and need not include any medical diagnosis or disability or personal medical information exempt from disclosure by law;
3. The Member shall publicly disclose at the Meeting before any action is taken whether any other individuals 18 years of age or older are present in the room at the remote location with the Member, and the general nature of the Member’s relationship with such individuals; and
4. Participate through Videoconferencing, with both audio and visual technology.

Upon receipt of a request from a Member to utilize the Expanded Teleconference Procedure, the Legislative Body shall:

1. Take action by majority vote on a request to participate remotely due to an “emergency circumstance” at its earliest opportunity, which may be taken as a noticed agenda item or as an added item if sufficient time was not provided to place the proposed action on the agenda; and
2. In the event of a disruption that prevents the broadcast of the Meeting to members of the public, or in the event of a disruption within the Agency’s control that prevents members of the public from offering public comment using the

Teleconferencing or Videoconferencing options, take no further action during a Meeting until such access is restored.

**Article VI. Emergency Teleconferencing Procedures:**

Notwithstanding the Standard Teleconferencing Procedures, a Legislative Body may elect to use these “Emergency Teleconferencing Procedures” to allow Teleconferencing if any of the following circumstances apply:

1. The Legislative Body holds a Meeting during a proclaimed State of Emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
2. The Legislative Body holds a Meeting during a proclaimed State of Emergency and the Legislative Body has determined, by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees.

If utilizing the Emergency Teleconferencing Procedures, the Legislative Body shall:

1. Give notice in the agenda for such Meeting of the means by which members of the public may access the Meeting and offer public comment via a Teleconferencing or Videoconferencing option, which shall include an opportunity for public comment in real-time;
2. In the event of a disruption that prevents the broadcast of the Meeting to members of the public, or in the event of a disruption within the Agency’s control that prevents members of the public from offering public comment using the Teleconferencing or Videoconferencing options, take no further action during a Meeting until such access is restored; and
3. Not close the public comment period, or the opportunity to register to comment, until the time that the general public comment period has elapsed.

The Legislative Body may continue use of the Emergency Teleconferencing Procedures for as long as the State of Emergency remains active, provided that, not later than 45 days after Teleconferencing for the first time, and every 45 days thereafter, the Legislative Body finds by majority vote that:

1. The Legislative Body has reconsidered the circumstances of the State of Emergency; and
2. The State of Emergency continues to directly impact the ability of the Members to meet safely in person.

In the event of the use of these Emergency Teleconferencing Procedures, it shall not be necessary for the Agency to provide a physical location from which the public may attend or comment.

**Article VII. Miscellaneous Provisions:**

With respect to the Standard Teleconferencing Procedures, Expanded Teleconferencing Procedures, and Emergency Teleconferencing Procedures set forth herein, such are intended to comply with Government Code Sections 54953(b), (f), and (e), respectively, and, as such, in the event of a conflict between this Policy and such statutory provisions, the statutory provisions shall control and be implemented as if set forth in full in this Policy.



# Helendale Community Services District

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Date: May 15, 2025  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
SUBJECT: Agenda item #7  
Discussion and Possible Action Regarding Renewal of the Professional Services Agreement for Park and Facility Maintenance Services for FY2026

---

**STAFF RECOMMENDATION:**

Staff requests approval of the proposed PSA.

**STAFF REPORT**

In June 2024, the Board approved a Professional Services Agreement with Silver Lakes Landscaping (SLL) for a one-year contract for park and facility maintenance. The District management staff has been very pleased with the services provided through the PSA. The PSA has been a win-win for the District and the vendor has been satisfied with the terms negotiated. Due to the superior performance, Staff is requesting that the Board consider approval of a new contract for Fiscal Year 2026 beginning on July 1, 2025 and continue through June 30, 2026.

The District had struggled for quite some time to find the best solution for park and facility maintenance with staffing but has never found a satisfactory balance until last year with the approval of the PSA. Staff previously had looked into contract services through a commercial lawn maintenance company but found that it was cost-prohibitive, and the services were limited. Last year we were able to navigate the challenges with the District's retirement system, CALPers to contract with a former employee who is also a Pers retiree. With the contract concurrence of Pers, the District hired Silver Lakes Landscaping to assume responsibility for the park and facility maintenance. SLL has proven that they have the skill set to handle any of the tasks that arise as well as access to appropriate staffing resources. The intent of the contract has been to secure a qualified and skilled maintenance service provider who can act independently in completing the routine tasks outlined in the contract thereby relieving staff of daily oversight of park maintenance functions. The contract performance has exceeded our expectations.

The service provider has requested an increase in the contract amount of \$4,000 for the upcoming year due to the cost of labor. Staff concurs that this is a reasonable request and if we were to provide similar services in-house it would far exceed that amount.

**FISCAL IMPACT:** \$84,000 budgeted in Park Contract Services

**REQUESTED ACTION:** Approve Professional Services Agreement with Silver Lakes Landscaping to provide Park and Facility Maintenance Services for FY26

**ATTACHMENTS:** Professional Services Agreement for FY26

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

THIS AGREEMENT is made this 15th day of May, 2025 (hereinafter referred to as the “Effective Date”), by and between the HELENDALE COMMUNITY SERVICES DISTRICT, a public agency organized and operating pursuant to California Government Code Section 61000 et seq. (hereinafter referred to as the “DISTRICT”), and SILVER LAKES LANDSCAPING AND MAINTENANCE, a Legal Liability Company (hereinafter referred to as “CONSULTANT”). DISTRICT and CONSULTANT may individually be referred to as “Party” or collectively as “Parties” in this Agreement.

**RECITALS**

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

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

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

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

**COVENANTS**

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

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

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

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

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

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

## **ARTICLE II SERVICES OF CONSULTANT**

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

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

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

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

### **ARTICLE III RESPONSIBILITIES OF THE DISTRICT AND OF CONSULTANT**

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

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

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

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

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

#### **ARTICLE IV PAYMENTS TO CONSULTANT**

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

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

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

#### **ARTICLE V COMPLETION SCHEDULE**

5.1 **TERM:** The Term of this Agreement shall begin on the July 1, 2025, and shall continue until June 30, 2026, unless this Agreement is earlier terminated pursuant to the provisions of Section 6.7 below. Notwithstanding the above, the provisions of Sections 1.3, 2.2, 2.3, 3.3 and 3.4 and Articles IV, V, and VI herein shall survive the expiration and/or termination of this Agreement.

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

## ARTICLE VI GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

6.7 TERMINATION:

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

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

6.9 INDEMNITY:

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

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

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

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

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

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

6.12 OWNERSHIP OF SOFTWARE (if applicable):

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

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

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

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

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

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

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

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

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

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

CONSULTANT

DISTRICT

By: \_\_\_\_\_  
Steven Garcia  
Silver Lakes Landscaping and Maintenance

By: \_\_\_\_\_  
Ron Clark, President, Board of Directors  
Helendale Community Services District

## EXHIBIT A

### SCOPE OF WORK

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

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

#### Use of Equipment:

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

#### Park equipment available for use includes:

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



# Helendale Community Services District

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Date: May 15, 2025  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
BY: Cheryl Vermette, Administrative Services Manager  
SUBJECT: Agenda item #8: Discussion and Possible Action Regarding Approval of a Revised Deposit Policy

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## **STAFF RECOMMENDATION:**

Staff seeks approval of this item.

## **STAFF REPORT:**

This staff report provides a comprehensive comparison of the Helendale Community Services District Deposit and Application Policy and Procedures effective December 16, 2021, and the updated policy effective May 15, 2025.

### Summary of Key Differences:

#### Structure and Organization

The 2025 policy has been restructured, using more specific section headers and consistent formatting and additional information has been added to offer enhanced clarity.

#### **Section 2:**

##### Application for Service

New owners: No major changes. Some of the information in this section was rearranged and re-worded for greater clarity. For new owner applications a section was added that proof of property ownership must be provided.

Property Management Agreement – Specified that owners still have to complete the new owner application prior to the District accepting a property management agreement being accepted.

Owner-Tenant Agreement – No major changes. Some of the information in this section was rearranged and re-worded for greater clarity.

#### **Section 3:**

##### **B. Required Deposit**

The required deposit will be calculated as three times the minimum charge for water facility fees, sewer facility fees, average District wide consumption, and trash service. The exact deposit amount will be determined based on the specific services available at the customer's address. The District's average current average consumption is 14 units per month.

#### **D. Deposit Waiver**

The 2025 policy retains the option to waive a deposit with a letter of credit or by passing a credit check with a score of 700+. Changed deposit waiver options for tenants to match options for owners. Allows current Helendale residents to choose the option of a credit check in lieu of a letter of credit. Clarifies that a customer who fails the credit check cannot later submit a letter of credit and vice versa. A new section introduces the option to waive the deposit through ACH automatic payment enrollment which requires perfect payment history with no NSF or late payments and the requirement to be enrolled in ACH for a minimum of 12-months. The customer must maintain a perfect payment record, if they receive one NSF or remove themselves from ACH they will be billed a deposit.

#### **E. Deposit Payment**

Clarifies the timeline for deposit payment to be made and specifies that deposits can be split into no more than three payments.

#### **F. Tenant Deposit**

Extends the option for a billed deposit to tenants. Gives property owners the option to require tenants to pay the deposit upfront or allows tenants the option of the deposit being billed. Extends the payment options to include credit and debit card payments.

#### **G. Trash Only Deposits**

Added requirements for tenant deposits. Trash only customer deposit shall be the monthly service three times and that deposits are held until the customer stops service. Trash only accounts are not eligible for a waiver option.

#### **H. Amended Deposits**

Added this section – customers that are cut off due to non-payment will be billed a deposit, which cannot be substituted with a credit check. This deposit may be applied to the next bill without prior notice. If an existing deposit is below the District's minimum requirement, the customer will be billed for the difference. If a deposit adjustment exceeds \$200, it will be automatically billed in two installments.

#### **I. Deposit Return or Transfer**

Added: In the event a tenant account is not paid in full by the last business day of the month, the tenants deposit (if applicable) will be applied to the balance and the remaining unpaid balance shall automatically transfer to the property owner's account on the first business day of the month. The property owner will receive written or electronic notice of the balance transfer. Once the balance has transferred, the tenant's account will be closed,

and the property owner will be responsible for all remaining and future charges for the property.

Modified how deposits are applied to outstanding balances. If a third party makes a payment to settle an outstanding balance, the customer's deposit will first be applied to the amount due, with any remaining balance covered by the third party. In the prior policy the third party would make the full payment and be refunded the amount of the deposit.

**Section 4: Tenant Water Disconnection (HSC Section 116916)**

Removed verbiage and refer to District's SB 998 policy.

**FISCAL IMPACT:** NA

**REQUESTED ACTION:** Approve Revised Deposit Policy

**ATTACHMENTS:** Draft 2025 Deposit Policy  
Red Line 2021 Deposit Policy

**Section 1. Purpose**

The purpose of this policy is to establish the water, sewer and/or trash application and deposit procedures of the District. This policy sets forth the duties and responsibilities of District staff regarding customer deposits and applications.

**Section 2. Application for Service**

**A. New Owner Application**

1. A new owner’s application must include the full name(s) and last four digits of the Social Security number of the individuals listed on the home deed for billing purposes. Additionally, the owner must provide their phone numbers and mailing address.
2. Government issued ID for all parties on the deed.
3. Proof of property ownership may be verified through a grant deed, final settlement statement, or by referencing the San Bernardino County Property Information System.
4. Applications for service may be submitted in person, via fax, mail, or email within three weeks of the close of escrow. If the application is not signed at the District office with identity verification, it must be notarized. In some cases, a signature may be validated using existing records.
5. New Property Owner Notification: A new property owner must notify the District immediately upon the close of escrow. If the owner fails to do so and the District verifies the ownership change through other means, an account will be created in the new owner's name, and the property will be subject to all policy requirements. Charges, including fees outlined in the District Fee Policy, will accrue accordingly. Failure to provide timely notification may result in late fees, potential service disconnection, and limited deposit options.
6. Verification and Account Establishment: If a property owner does not notify the District before the billing cycle ends and ownership is confirmed through District verification, service will be established in the new owner's name, and an application will be sent to the property owner based on that information.
7. If a New Owner has an outstanding balance on another property within the District, the owner may request the outstanding balance to be transferred to the new account.

8. Sale of property: When a property owner sells a property where service has been established and a security deposit is still on file, it is the owner's responsibility to notify the District of the termination of ownership and request a refund of deposit.

**B. Property under a Management Agreement**

1. Property Owners must have submit a New Owner Application and all other required documentation as set forth in section 2 – A prior to the property management agreement being accepted.
2. A current Property Management agreement must be on file to authorize action on the owner's behalf.
3. In the event a Management Agreement has ended or been revoked, it is the responsibility of the property owner to notify the District.

**C. Owner-Tenant Agreement.**

1. Tenant must fill out the "tenant portion" and provide the full name(s) and driver's license(s), and last four digits of Social Security number of person(s) liable to the property owner for the rental/lease of said property. Additional information shall include tenant home phone number, cell phone number, owner and tenant mailing address(es) and e-mail address(es).
2. The owner or property management company must fill out the "owner portion."
3. The application will not be processed until both portions of the application have been received.
4. Service will not be established until all balances are paid in full. The service will remain in the landlord's name until the prior debt has been satisfied.
5. Security deposit criteria must be satisfied according to the procedures outlined within this policy before service is established.
6. Tenant Vacancy: When a tenant plans to vacate a property where service is registered in their name, they must notify the District of their tenancy termination and request a deposit refund.

**Section 3. Security Deposit Information**

**A. Basis for Residential Property Security Deposits**

1. All residential properties are subject to the deposit requirements as determined by Public Utilities Code section 10009.6(c) which states that "a deposit cannot exceed three times the average monthly bill" for the past 12-month period. Deposits shall be determined based upon the basic monthly meter size charges/sewer charges/trash charges as applicable, multiplied by three. In the event of a residential service connection for new construction, the deposit shall be equal to 3 months of the base amount absent water usage. (See Fee Package for rates.)

2. **Basis for Commercial, Industrial, and other Non-Residential Accounts Security Deposit**  
Commercial, industrial, and other non-residential accounts shall be subject to security deposits based upon the same requirements as residential deposits.

**B. Required Deposit**

1. The required deposit will be calculated as three times the minimum charge for water facility fees, sewer facility fees, average District wide consumption, and trash service. The exact deposit amount will be determined based on the specific services available at the customer's address.

**C. Deposit Requirements**

1. The District requires all applicants to submit a security deposit, as outlined below, to guarantee payment for services rendered.
2. Any individual or entity purchasing, renting, or leasing real property—of any type—that requires service from the District must meet the security deposit requirements.
3. Service shall not be granted until such time that the deposit requirement is satisfied.

- D. Deposit Waiver** - A security deposit is required for new accounts unless one of the following conditions is met within three weeks of escrow closing or the tenant's move-in date.

1. **Letter or Credit** - Submit a letter of credit from a water/wastewater utility confirming that there have been no late payments within the preceding 12 months. The letter must be sent directly by the utility to the District.
2. **Credit check** – applicants can pay for a soft credit check (refer to the fee package for pricing). The credit check company will assess the application based on a minimum credit score of 700.

**3. Deposit Waiver Policy for ACH Enrollment**

- a) Customers may waive the required deposit by enrolling in the ACH Automatic Payment Plan, which securely debits their checking or savings account for bill payments. Payments are processed on the last business day of each month, guaranteeing timely payment and eliminating late fees.
- b) Customers enrolled in the ACH program must maintain a perfect payment record, meaning no occurrences of Non-Sufficient Funds (NSF) or late payments are permitted. If a customer has one NSF or late payment, a deposit will automatically be billed to their account. The customer will not have the option of a credit check or letter of credit to waive this requirement. The customer may remain enrolled in the ACH program, however, should a second NSF or late payment occur within a twelve-month period, the customer will be removed from the ACH Automatic Payment Plan.

- c) Customers must maintain enrollment in ACH Automatic Payment for at least 12 months. If a customer cancels their enrollment within this period, a deposit will be applied to the account
  - d) Customers who have been removed from the ACH program due to payment issues must demonstrate twelve (12) consecutive months of on-time payments before reapplying for ACH enrollment.
  - e) The District reserves the right to review and modify eligibility criteria based on financial risk assessments, ensuring fairness and fiscal responsibility. Customers are responsible for maintaining accurate banking information and ensuring sufficient funds are available for all scheduled payments
4. A customer who fails the credit check cannot later submit a letter of credit or opt in to the ACH program to waive the deposit, nor can a customer who initially chooses the letter of credit option switch to a credit check or enroll in the ACH option to bypass the deposit requirement

#### **E. Deposit Payment**

- 1. A deposit may be billed to the account and broken into two but no more than three payments.
- 2. The deposit must be paid with the next bill. If split into installments, each payment will be due with the regular bill.
- 3. Payment may also be made in the office with a credit or debit card, check, money order or cashier's check or can be mailed or dropped into the night drop box.

#### **F. Tenant Deposit**

- 1. Property owner may require a deposit from a tenant regardless of a tenant's ability to provide a letter of credit or pass a credit check. The landlord must sign a statement acknowledging that any unpaid portion of a bill in a tenant's name is still the responsibility of the landlord. The tenant has the following options for payment:
  - a. The property owner can choose to allow the tenants' deposit to be billed:
    - i. The deposit may be billed to the account and broken into two but no more than three payments.
    - ii. The deposit must be paid with the next bill. If split into installments, each payment will be due with the regular bill.
  - b. The property owner can require the tenant to pay the deposit in full prior to opening the account in their name.
  - c. Payment may be made in the office with a credit or debit card, check, money order or cashier's check. Payment may also be mailed or dropped into the night drop box.

- d. The deposit payment must be made in full prior to opening the account in the tenant's name. The owner will continue to be billed until the tenant pays their deposit.

**G. Trash Only Deposits**

1. Trash only customers deposit shall be three times the monthly service
2. Deposits are held until the customer stops service
3. Trash only accounts are not eligible for a waiver option

**H. Amended Deposits**

1. If a customer has been cut off due to non-payment, a deposit will be mandatory, with no option to replace it with a credit check. The deposit will be applied to the next bill without prior notice. Additionally, if a customer's existing deposit is below the District's current minimum requirement, they will be billed for the difference.
2. Any amended deposit exceeding \$200 will be automatically billed in two installments.

**I. Deposit Return or Transfer**

1. All security deposits may be credited to the customer's account after twelve consecutive months of billings with no delinquencies.
2. Should an account close prior to refunding the deposit, the deposit shall be credited against the closing bill with any remaining balance refunded to the customer once closing balance has been satisfied.
3. In the event a customer is transferring service to another property within the District, the existing closing balance must be paid in full. Any remaining deposit balance can be transferred to establish a deposit at the new property.
4. Processing a Refund:
  - a. Upon notice of service termination, a final meter reading (where applicable) shall establish all charges for service then due. If escrow closes on a property and the District was not notified, the final read will be taken on the next business day after the District receives notification and the closing bill will be calculated accordingly.
  - b. The amount of the final bill will be deducted from the security deposit (if applicable), and any remaining deposit will be returned to the applicant of record.
  - c. Any and all charges on the final bill that exceed the deposit on account shall be the responsibility of the owner or tenant of record for payment. Any balance left unpaid by a tenant shall become the responsibility of the owner.

**J. Application of Deposit to Delinquent Bills and Right to the Deposit**

1. The right to the deposit may not be assigned or delivered to any other person, and the right of refund is limited the account holder, heirs, or fiduciaries.

2. Owner Responsibility for Tenant's Unpaid Balance:  
In the event a tenant account is not paid in full by the last business day of the month, the tenant's deposit (if applicable) will be applied to the balance and the remaining unpaid balance shall automatically transfer to the property owner's account on the first business day of the month. The property owner will receive written or electronic notice of the balance transfer. Once the balance has transferred, the tenant's account will be closed, and the property owner will be responsible for all remaining and future charges for the property.
3. If a third party makes a payment to settle an outstanding balance, the customer's deposit will first be applied to the amount due, with any remaining balance covered by the third party. (If a Property Owner pays off a tenant's account, the tenant's deposit will be applied to the balance, and the Property Owner will cover the remaining amount. Similarly, if a bank or its agent clears the Property Owner's closing balance, the deposit will be applied first, and the bank or its agent will be responsible for the remaining payment).

#### **K. Interest on Deposit**

1. The District neither expresses nor imputes payment of interest on said deposits as retained.

#### **Section 4. Tenant Water Disconnection (HSC Section 116916)**

- A. Refer to District's Discontinuation of Residential Water Service for Non-Payment Policy.

#### **Section 6. Restrictions**

- A. This policy does not limit or prevent the discontinuation of service due to non-payment.

#### **Section 7. Definition of Terms**

**Agent:** Legally assigned representative of a property owner.

**Applicant:** Customer (Owner or Tenant) requesting District services

**Credit Worthiness:** Determined by the Board as a Credit Score above 700 using the District's credit evaluation tool.

**Delinquent Bills:** An account is delinquent if not paid by the last business day of the prior month.

**Discontinuation of Service:** A voluntary or involuntary cessation of service to the property.

**Good Payment History:** No late payments or disconnections in a rolling 12-month period.

**Occupant:** Inhabitant of a residential dwelling unit.

**Property Owner:** Person or entity who is the legal owner of a property.

**Property Owner Responsibility:** The utility services are ultimately vested with the property and in the event of non-payment, a lien against the property will be secured.

**Tenant:** Person(s) legally occupying a residential unit

**Section 8. Supersedes Other Policies**

- A. This policy supersedes any prior deposit and application policy and procedures adopted by the Board of Directors of the Helendale Community Services District.

## Section 1. Purpose

The purpose of this policy is to establish the water, sewer and/or trash application and deposit procedures of the District. This policy sets forth the duties and responsibilities of District staff regarding customer deposits and applications.

## Section 2. Application for Service

### A. New Owner Application

A new owner's application must include

#### A. Responsibility for Notification

- ~~1. **Sale of Property:** Upon the sale of a property, the current owner is to notify the District as to the date of close of escrow. Failure to notify the District of that date will continue the accrual of fees and charges until such notification is provided.~~
- ~~2. **Purchase of Property:** It is the responsibility of a new owner to notify the District immediately upon close of escrow. In the event a property owner fails to notify the District and the District determines new ownership via other means, an account will be opened in the new owner's name and said property will be subject to all the requirements outlined within this policy. Charges will be attributed to account as accrued including all fees and charges outlined in the District Fee Policy. Failure to notify the District timely and accruing late fees and possible disconnection will eliminate the customer from some of the deposit options outlined below.~~
- ~~3. **Lease of Property:** It is the responsibility of the owner to complete the owner portion of the owner/tenant agreement. A Tenant account cannot be opened until both the Owner and the Tenant portions of the agreement are received, and the deposit requirement is satisfied. Until this requirement is satisfied the account will remain in the name of the property owner.~~

#### B. Required Documentation

1. Application for service must be made in writing by completing an Application as provided by the District. An application can be downloaded from the District website or picked up in person at the District office.

2. Application for service may be made in person, via fax, mail or e-mail. However, if the application is not signed in the office with verification of identity, it must be notarized. In some cases a signature can be validated based upon information already on file. The District Office is located at 26540 Vista Road, Suite B, mailing address is P.O. Box 359, Helendale, California; fax number (760) 951-0046; mail@helendalecsd.org. If application is made by either fax or mail or e-mail an original copy must be notarized and delivered to the office within three weeks of close of escrow. Failure to provide original application within three weeks will result in service interruption.

3. A valid California driver's license, or other photo identification as issued by California, the United States government, or any other U.S. State government must be provided so that a photocopy of said identification may remain as a permanent part of the application documents.

#### **C. Application for Service**

##### **1. New Owner:**

1. An application by a New Owner(s) must provide the full name(s) and Driver's license(s) and last four digits of the Social Security number of the individuals/person(s) listed on the home deed of home for billing purposes. Additionally, the owner must provide their phone numbers payment of the bill. Additional information shall include Owner's home, cell, and mailing address.

2. Government issued ID for all parties on the deed. A completed District application must

3. Proof of property ownership may be verified through a grant deed, final settlement statement, or by referencing the San Bernardino County Property Information System.

4. Applications for service may be submitted in person, via fax, mail, or email within three weeks of the close of escrow. If the application is not signed at the District office with identity verification, it must be notarized. In some cases, in order to establish service. However, if a signature may be validated using existing records.

5. New Property Owner Notification: A new property owner must fails to notify the District immediately upon the close of escrow. If the owner fails to do so and the District verifies the ownership change through other means, an account will be created in the new owner's name, and the property will be subject to all policy requirements. Charges, including fees outlined in the District Fee Policy, will

accrue accordingly. Failure to provide timely notification may result in late fees, potential service disconnection, and limited deposit options.

- a.6. Verification and Account Establishment: If a property owner does not notify the District before prior to the end of the billing cycle ends and ownership is confirmed through the District obtains verification of ownership, service will be established in the new owner's property owners name, and an application will be sentmailed to the property owner based onupon that information.

If a New Owner has an outstanding balance on another property within the District, the owner may request the outstanding balance to be transferred to the new account.

- b. In the event water, sewer, or trash service has been turned off due to non payment, water service will be denied to a New Owner Applicant when the New Owner Applicant has an existing outstanding balance with the District. Service will not be established until the existing outstanding balance is paid in full. The owner may request any outstanding balance transferred to the new account in order to establish new service. In addition, the New Owner Applicant may be subject to the security deposit standards as established in Section 3. Monetary amounts for security deposits must be completely satisfied and paid in full according to the proper procedure as outlined in this policy before service is established. In cases where a deposit is not collected prior to the first bill, the deposit will appear as all other past due balances and paid by the due date indicated on bill to prevent any interruption of service and additional charges.

7. Agent Application (For New Owner's with property

8. Sale of property: When a property owner sells a property where service has been established and a security deposit is still on file, it is the owner's responsibility to notify the District of the termination of ownership and request a refund of deposit.

2.B. Property under a Management Agreement

1. Property Owners must have submit a New Owner Application and all other required documentation as set forth in section 2 - A prior to the property management agreement being accepted.

A current Property Management agreement

- a. An application by any New Owner must comply with this policy.

2. New Owner Applicant must be on file to authorizealso provide a copy of a new updated Management Agreement authorizing action on the owner'stheir behalf.

- b.3. In the event aan Management Agreement has ended or been revoked, it is the responsibility of the property owner to notify the District.

### 3.C. Owner-Tenant ~~Application~~ Agreement.

1. ~~An application by an Applicant-Tenant must fill out the “tenant portion” and~~ provide the full name(s) and driver’s license(s), and last four digits of Social Security number of person(s) liable to the property owner for the rental/lease of said property. Additional information shall include tenant home phone number, cell phone number, ~~and~~ owner and tenant mailing address(es) and e-mail address(es).
2. ~~The owner or property management company must fill out the “owner portion.”~~
- a.3. The application will not be processed until both portions of the application have been received.
  
- b.4. ~~Service will be denied to a Tenant Applicant when the Tenant Applicant has a balance with the District. Service will not be established until all balances are paid in full. The service will remain in the landlord’s name until the prior debt has been satisfied.~~
  
5. Security deposit criteria must be satisfied according to the procedures outlined within this policy before service is established.
  - e. ~~Tenant Vacancy: When a tenant plans to vacate a property where service is registered in their name, they must notify the District of their tenancy termination and request a security deposit refund, must be paid with a money order or cashier’s check.~~
  
- 6.

## Section 3. Security Deposit Information

### Basis for Residential Property Security Deposits

#### A.

1. All residential properties are subject to the deposit requirements as determined by Public Utilities Code section 10009.6(c) which states that “a deposit cannot exceed three times the average monthly bill” for the past 12-month period. Deposits shall be determined based upon the basic monthly meter size charges/sewer charges/trash charges as applicable, multiplied by three. In the event of a residential service connection for new construction, the deposit shall be equal to 3 months of the base amount absent water usage. (See Fee Package for rates.)

**2. Basis for Commercial, Industrial, and other Non-Residential Accounts Security Deposit** Commercial, industrial, and other non-residential accounts shall be subject to security deposits based upon the same requirements as residential deposits.

**B. Required Deposit**

1. The required deposit will be calculated as three times the minimum charge for water facility fees, sewer facility fees, average District wide consumption, and trash service. The exact deposit amount will be determined based on the specific services available at the customer's address.

**A.C. Deposit Requirements**

1. The District ~~requires all applicants shall require any Applicant to submit place on deposit with the District a security deposit, as outlined established below, to as a guarantee of payment for services rendered, used.~~
2. ~~Any~~The security deposit requirements shall be required of an individual or entity purchasing, renting, or leasing real property ~~— of any type — or nature that requires will obtain and secure~~ service from the District must meet the security deposit requirements.
3. Service shall not be granted until such time that the deposit requirement is satisfied.

**B. Security Deposit Waiver - A Options**

1. ~~Every new account is required to pay a Security Deposit or satisfy the requirements as outlined below. For tenants security deposits must be paid in the form of a Cashier's Check or Money Order. For new property owners, the deposit is required for new accounts unless can be placed on the first bill and payable by the due date on that first bill.~~

~~2.D. Security Deposit requirement may be waived if one or more of the following conditions i~~ are met within three weeks of escrow closing or the tenant's move-in date.:

**Letter or Credit - Submit a**

a. ~~1. Provide an account history (letter of credit) demonstrating proof of good payment history from a water/wastewater utility confirming that there have been no late payments within the preceding 12 months. The letter must be sent directly by the utility to the District. Failure to receive this within one week of the application for service will waive this option.~~

2. Credit check – applicants can pay for a soft credit check (refer to the fee package for pricing). The credit check company will assess the application based on a minimum credit score of 700.

3. Deposit Waiver Policy for ACH Enrollment

- a) Customers may waive the required deposit by enrolling in the ACH Automatic Payment Plan, which securely debits their checking or savings account for bill payments. Payments are processed on the last business day of each month, guaranteeing timely payment and eliminating late fees.
  - b) Customers enrolled in the ACH program must maintain a perfect payment record, meaning no occurrences of Non-Sufficient Funds (NSF) or late payments are permitted. If a customer has one NSF or late payment, a deposit will automatically be billed to their account. The customer will not have the option of a credit check or letter of credit to waive this requirement. The customer may remain enrolled in the ACH program, however, should a second NSF or late payment occur within a twelve-month period, the customer will be removed from the ACH Automatic Payment Plan.
  - c) Customers must maintain enrollment in ACH Automatic Payment for at least 12 months. If a customer cancels their enrollment within this period, a deposit will be applied to the account
  - d) Customers who have been removed from the ACH program due to payment issues must demonstrate twelve (12) consecutive months of on-time payments before reapplying for ACH enrollment.
  - e) The District reserves the right to review and modify eligibility criteria based on financial risk assessments, ensuring fairness and fiscal responsibility. Customers are responsible for maintaining accurate banking information and ensuring sufficient funds are available for all scheduled payments
4. A customer who fails the credit check cannot later submit a letter of credit or opt in to the ACH program to waive the deposit, nor can a customer who initially chooses the letter of credit option switch to a credit check or enroll in the ACH option to bypass the deposit requirement

**Deposit Payment**

- a. Current customer moving to a new address within the community who meets the criteria of having a **good payment history**.
  
- b. Run a soft credit check for a small fee to determine **credit worthiness**. For existing customers (a current customer moving to a new property), a credit check will only be run if the customer has a **good payment history**.

d. In the event any account at any time becomes a "high risk customer", the account will be required to pay a Deposit with no ability to run a credit check in lieu of deposit. The deposit will be placed on the next bill without notice.

e. The District reserves the full right and discretion to require that a **high-risk customer** maintains a deposit on the account without option for a refund after 12 months, until the account is closed.

f. An Owner has the option to request that the District collect a deposit from the tenant, regardless of the tenant's ability to satisfy other criteria as outlined in Section 2.

#### E.

1. A deposit may be billed to the account and broken into two but no more than three payments.

2. The deposit must be paid with the next bill. If split into installments, each payment will be due with the regular bill.

3. Payment may also be made in the office with a credit or debit card, check, money order or cashier's check or can be mailed or dropped into the night drop box.

#### F. Tenant Deposit

1. Property owner may require a deposit from a tenant regardless of a tenant's ability to provide a letter of credit or pass a credit check. The landlord must sign a statement acknowledging that any unpaid portion of a bill in a tenant's name is still the responsibility of the landlord. The tenant has the following options for payment:

a. The property owner can choose to allow the tenants' deposit to be billed:

i. The deposit may be billed to the account and broken into two but no more than three payments.

ii. The deposit must be paid with the next bill. If split into installments, each payment will be due with the regular bill.

b. The property owner can require the tenant to pay the deposit in full prior to opening the account in their name.

c. Payment may be made in the office with a credit or debit card, check, money order or cashier's check. Payment may also be mailed or dropped into the night drop box.

d. The deposit payment must be made in full prior to opening the account in the tenant's name. The owner will continue to be billed until the tenant pays their deposit.

3.—**Trash Only** Timely Payment of Deposit

~~Deposit requirements outlined above (a-d) must be satisfied within three weeks of close of escrow for new property owners and within one week of a new tenant application. After such time period, 2a and 2c (above) will no longer be allowable security deposit options as they must be satisfied within the timeframe outlined in this section.~~

### ~~G. C. Basis for Residential Property Security Deposits~~

#### ~~A.~~

~~1. All residential properties are subject to the deposit requirements as determined by Public Utilities Code section 10009.6(c) which states that “a deposit cannot exceed three times the average monthly bill” for the past 12-month period. Deposits shall be determined based upon the basic monthly meter size charges/sewer charges/trash charges as applicable, multiplied by three. In the event of a residential service connection for new construction, the deposit shall be equal to 3 months of the base amount absent water usage. (See Fee Package for rates.)~~

- ~~1. Trash only customers deposit shall be three times the monthly service~~
- ~~2. Deposits are held until the customer stops service~~
- ~~3. Trash only accounts are not eligible for a waiver option~~

### ~~H. Amended Deposits~~

- ~~a. If a customer has been cut off due to non-payment, a deposit will be mandatory with no option to replace it with a credit check. The deposit will be applied to the next bill without prior notice. Additionally, if a customer’s existing deposit is below the District’s current minimum requirement, they will be billed for the difference.~~
- ~~b. Any amended deposit exceeding \$200 will be automatically billed in two installments.~~

### ~~Deposit Return or Transfer~~

### ~~D. Basis for Commercial, Industrial, and other Non-Residential Accounts Security Deposit~~

~~1. Commercial, industrial, and other non-residential accounts shall be subject to security deposits based upon the same statutory requirements as residential deposits.~~

~~2. The minimum deposits for commercial, industrial, and other non-residential accounts shall be determined based upon the same methodology as residential accounts.~~

### I. E. Deposit on Account

1. All security deposits may be credited to the customer's account after twelve consecutive months of billings with no delinquencies, ~~except for high-risk customer.~~
2. Should an account close prior to refunding the deposit, the deposit shall be credited against the closing bill with any remaining balance refunded to the customer once closing balance has been satisfied.
3. In the event a customer is transferring service to another property within the District, the existing closing balance must be paid in full. Any remaining deposit balance can be transferred ~~or combined with new funds from the customer~~ to establish a deposit at the new property.

### ~~F. Application of Deposit to Delinquent Bills~~

~~1. In the event that an account becomes seriously delinquent, the deposit may be applied against the account and the service shall be disconnected.~~

~~2. In the case of disconnection for non-payment, service will not be reestablished until account balance, including all fees, are paid in full along with a new deposit calculated based upon current usage. The deposit amount may be different than original amount because it is calculated based upon current usage.~~

~~3. In the case of disconnection due to non-payment and a deposit on account is applied to the past due amount, the remaining balance of the deposit will stay on the account to be combined with new funds from the customer to re-establish the required deposit amount.~~

### ~~G. Refund of Deposit upon Service Termination~~

~~1.~~

~~1. Sale of property: When a property owner sells a property where service has been established and a security deposit is still on file, it is the owner's responsibility to notify the District of the termination of ownership and request a refund of deposit.~~

~~2. Tenant vacancy: When a tenant intends to vacate a property where service has been established in tenant's name, it is the tenant's responsibility to notify the District of the termination of tenancy and request a refund of deposit.~~

~~3. Foreclosure: No refund of deposit will be processed.~~

4. Processing a Refund:

- a. Upon notice of service termination, a final meter reading (where applicable) shall establish all charges for service then due. If escrow closes on a property and the District was not notified, the final read will be taken on the next business day after the District receives notification and the closing bill will be calculated accordingly.
- b. The amount of the final bill will be deducted from the security deposit (if applicable), and any remaining deposit will be returned to the applicant of record.
- c. Any and all charges on the final bill that exceed the deposit on account shall be the responsibility of the owner or tenant of record for payment. Any balance left unpaid by a tenant shall become the responsibility of the owner.

~~5. Tenant Accounts: Upon termination of service, the bill and responsibility for payment of further service charges beyond the Tenant's final bill shall automatically revert to the property owner of record. It is the property owner's responsibility to communicate with the District regarding cessation of tenancy and to ensure that the District has the current mailing address and contact information of the property owner.~~

I. ~~#~~ Application of Deposit to Delinquent Bills and Right to the Deposit

- ~~1. —1.~~ The right to the deposit may not be assigned or delivered to any other person, and the right of refund is limited the account holder, ~~to the person making the deposit or to his or her~~ heirs, or fiduciaries.
2. Owner Responsibility for Tenant's Unpaid Balance:  
In the event a tenant account is not paid in full by the last business day of the month, the tenants deposit (if applicable) will be applied to the balance and the remaining unpaid balance shall automatically transfer to the property owner's account on the first business day of the month. The property owner will receive written or electronic notice of the balance transfer. Once the balance has transferred, the tenant's account will be closed, and the property owner will be responsible for all remaining and future charges for the property.
3. If a third party ~~In the event someone other than the customer of record~~ makes a payment to ~~settle~~ clear an outstanding balance, amount and ~~the customer's account is closed,~~ any deposit will first ~~remaining on the account shall~~ be applied ~~refunded~~ to the amount due.

~~with any remaining balance covered by the third party. (If a person who paid the outstanding closing balance. For example if the Property Owner pays off the outstanding closing balance on a tenant's account, the tenant's deposit will be applied refunded (or transferred) to the balance, and the Property Owner will cover the remaining amount. Similarly, if a bank or its bank's agent clears pays the outstanding closing balance on the Property Owner's closing balance account, the Property Owner's deposit will be applied first, and refunded to the bank or its bank's agent will be responsible for the remaining payment).~~

#### **K. ~~+~~ Interest on Deposit**

- ~~1.~~ **1.** The District neither expresses nor imputes payment of interest on said deposits as retained.

#### **Section 4. Tenant Water Disconnection (HSC Section 116916)**

~~————— In the event of a water service disconnection involving an unknown or known tenant State law requires that the District will inform the tenant(s)/occupant(s) of options listed below:~~

- ~~1. ——— The District is not required to make service available to the tenants/occupants unless each tenant/occupant agrees to the terms and conditions for service and meets the District's requirements and rules.~~
- ~~2. ——— However, if (i) one or more of the tenants/occupants assumes responsibility for subsequent charges to the account to the District's satisfaction, or (ii) there is a physical means to selectively discontinue service to those tenants/occupants who have not met the District's requirements, then the District may make service available only to those tenants/occupants who have met the requirements.~~
- ~~3. ——— If prior service for a particular length of time is a condition to establish credit with the District, then residence at the property and proof of prompt payment of rent for that length of time, to the District's satisfaction, may be considered an equivalent.~~

~~1.~~

~~4. Proof of Refer to District's Discontinuation of Residential Water Service for Non-Payment Policy. Legal Tenancy will be required as a condition of service. A tenant shall be required to provide proof of legal occupancy, such as a rental agreement, lease agreement, cancelled checks to the owner of record, and/or notarized document by the owner of record of the property, in order to be considered an acceptable applicant for water services.~~

~~5. 1. Termination of Assignment: In the event that the water service established under the terms and conditions listed herein becomes disconnected for nonpayment said service shall no longer be deemed eligible for assignment of the account. Assignment of the customer account will be terminated and the customer account shall revert to the owner.~~

#### Section 5. ACH Automatic Payment Program

1. Applicants have the option to apply for the ACH Automatic Payment Plan. This plan debits/charges the customer's credit card, checking or savings account for the current bill payment. This service collects the payment to ensure on-time payments. For credit card transactions, the customer can select the date the card will be charged.
2. Customers enrolled in the program can only have two (2) occurrences of Non-Sufficient Funds within a twelve-month period. After the second NSF occurrence, the District shall remove the customer's participation in the ACH Automatic Payment Plan. Upon twelve (12) months of on-time consecutive payments the customer can re-apply for the ACH Automatic Payment Plan.

#### **Section 6. Restrictions**

##### A. This policy does not limit or prevent the

- ~~1. Nothing in this Policy is to be construed as restricting service discontinuation of service due to for non-~~

payment.

#### **Section 7. Definition of Terms**

**Agent:** Legally assigned representative of a property owner.

**Applicant:** Customer (Owner or Tenant), requesting District services

**Credit Worthiness:** Determined by the Board as a Credit Score above 700 using the District's credit evaluation tool.

**Delinquent Bills:** An account is delinquent if not paid by the last business day of the prior month.

**Discontinuation of Service:** A voluntary or involuntary cessation of service to the property.

**Good Payment History:** No late payments or disconnections in a rolling 12-month period.

~~High Risk Customer: A customer who has a disconnection within a rolling 12-month period.~~

**Occupant:** Inhabitant of a residential dwelling unit.

**Property Owner:** Person or entity who is the legal owner of a property.

**Property Owner Responsibility:** The utility services are ultimately vested with the property and in the event of non-payment, a lien against the property will be secured.

~~Seriously Delinquent: An account is seriously delinquent if a payment has not been made for the last two billing cycles. An account will become seriously delinquent upon the first day of the second month since they last made a payment.~~

~~Service Termination: Service termination resulting in the closing of an account.~~

~~Tenant accounts may be terminated for non-payment and the account returned to the property owner name.~~

**Tenant:** Person(s) legally occupying a residential unit

**Section 8. Supersedes Other Policies**

- ~~1.~~ This policy supersedes any prior deposit and application policy and procedures adopted by the Board of Directors of the Helendale Community Services District.

EXHIBIT A

**DEPOSIT WAIVER OPTION**

LEVEL	CREDIT SCORE RANGE	DECISION
GREEN	700-850	WAIVE DEPOSIT
RED	Under 700	COLLECT DEPOSIT

A customer wishing to have his/her credit score run will be required to pay the direct costs for this service. Currently the cost is \$5 and may be adjusted from time to time. Refer to the fee package for costs.

i.



# Helendale Community Services District

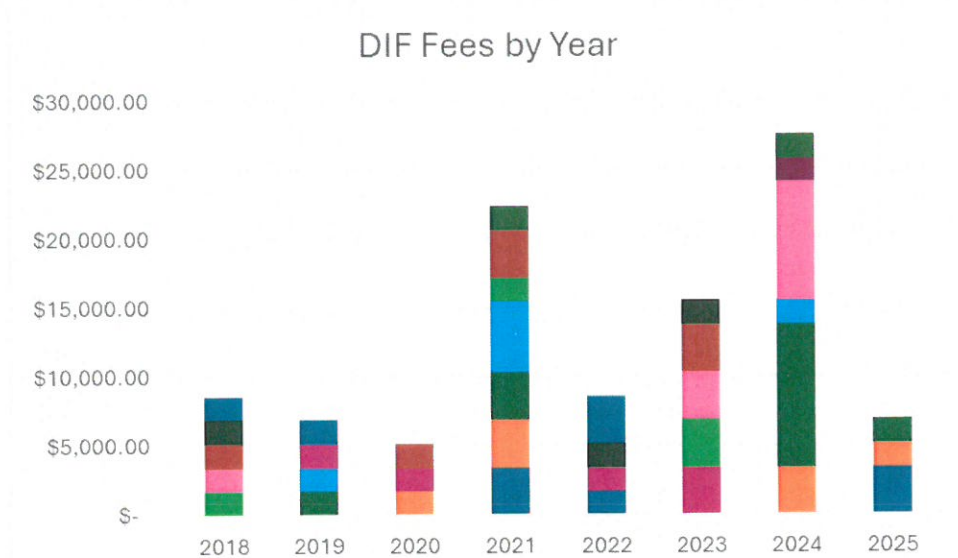
Date: May 15, 2025  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
SUBJECT: Agenda item #9  
Discussion Only Regarding Annual Review of Park Development Impact Fee

## STAFF RECOMMENDATION:

Received and file.

## STAFF REPORT:

On January 18, 2018, the District adopted a Park Development Impact Fee (DIF) of \$1,720 per house, which was intended to have new development pay a small portion of the costs of the park. The initial study was completed in April 2017, and the amount of development impact fees collected is to be reviewed on an annual basis with the Board in a public meeting. To date, as noted on the attached spreadsheet, the District has collected \$101,480 in development fees for the Wild Road Park as noted on the attached spreadsheet.



If the Board had an interest in increasing the fee a new Development Impact Study would be required and a public hearing would need to be scheduled.

**FISCAL IMPACT:** As noted

**POSSIBLE MOTION:** Receive and file report

**ATTACHMENTS:** Park Development Impact Fee payments  
Development Impact Fee Report

### Park Development Impact Fees

	2018	2019	2020	2021	2022	2023	2024	2025	
Jan				\$ 3,440.00	\$1,720.00			\$3,440.00	
Feb	Adopted		\$1,720.00	\$ 3,440.00			\$ 3,440.00	\$1,720.00	
March		\$1,720.00		\$ 3,440.00			\$10,320.00	\$1,720.00	
April		\$1,720.00		\$ 5,160.00			\$ 1,720.00		
May		\$1,720.00	\$1,720.00		\$1,720.00	\$ 3,440.00			
June	\$ 1,720.00			\$ 1,720.00		\$ 3,440.00			
July	\$ 1,720.00					\$ 3,440.00	\$ 8,600.00		
Aug	\$ 1,720.00		\$1,720.00	\$ 3,440.00		\$ 3,440.00			
Sept	\$ 1,720.00				\$1,720.00	\$ 1,720.00			
Oct	\$ 1,720.00	\$ 1,720.00			\$3,440.00				
Nov							\$ 1,720.00		
Dec				\$ 1,720.00			\$ 1,720.00		
	\$8,600.00	\$6,880.00	\$5,160.00	\$22,360.00	\$8,600.00	\$15,480.00	\$27,520.00	\$6,880.00	\$101,480.00

# Helendale CSD Park Development Impact Fee (DIF) Study

Prepared for:

Helendale Community Services District  
26540 Vista Road, Rte. B  
Helendale, CA 92342  
760.951.0006  
Kimberly Cox, General Manager

Prepared by:

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March 14, 2017

SRHA Job #1286

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## EXECUTIVE SUMMARY

This study presents an analysis of a community park development impact fee (DIF) per new housing unit for the Helendale Community Services District (Helendale CSD). Helendale, which includes the community of Silver Lakes, is an unincorporated community and Census-Designated Place located in San Bernardino County, California, on historic Route 66 west of the Mojave Freeway, between Barstow and Victorville, in the Victor Valley. The current boundary of the district is shown in Figure 1 along with the boundary of its sphere of influence (SOI). The SOI constitutes areas that may be annexed into the district's boundary in the future. This report presents an analysis of a potential community park DIF for the current Helendale CSD boundaries.

Parks and recreation is one of the services that the Helendale CSD is authorized to provide. Toward this end, the Helendale CSD has acquired acreage that is suitable for community park facilities and is in the process of developing 20.5 acres as part of the Long-Range Community Park Plan that will serve the entire community. The Silver Lakes community provides a number of local park and recreation facilities and amenities. This analysis only considers the potential impact fee for community parks and does not analyze a DIF for smaller, in-tract park facilities which may be considered in the future or may continue to be provided by each developer as a requirement for their project.

This analysis is based on an AB 1600 development impact fee analysis where the community park needs for the existing and future population is considered and a fair share pro rata cost allocation is developed. This is in contrast to a Quimby Act fee analysis where the Quimby Act allows for a standard of 3 acres per 1,000 persons at a minimum for residential subdivisions up to a maximum of 5 acres per 1,000 persons if a community can show that it has provided park facilities at that level. However, the AB 1600 approach was taken as there are restrictions that are considered limiting when using the Quimby Act standard, as discussed in the study.

The estimated DIF per new housing unit for the current Helendale CSD boundary is \$1,653 in 2017 dollars. This amount is calculated by dividing the total estimated community park costs of about \$6,605,353 by the 2040 forecast of 4,096 housing units for the Helendale CSD, and then adding at 2.5% processing fee.

The development impact fee per housing unit is then multiplied times the forecasted growth of 1,119 new housing units from 2012 to 2040 for the Helendale CSD; this results in projected development impact fee revenues of \$1,804,539 in 2017 dollars, less the processing fee. Thus, by 2040 the new growth is forecasted to cover about 27 percent of the estimated community park construction costs for the Helendale CSD.



## SECTION 1 Introduction

In order to adequately plan for new residential development and identify the public park and recreation facilities and costs associated with mitigating the direct and cumulative impacts of new residential development, Stanley R. Hoffman Associates, Inc. ("SRHA") and David Taussig & Associates, Inc. (DTA) were retained by the Helendale Community Services District ("Helendale CSD") to prepare a new AB 1600 Fee Justification Study (the "Park Development Impact Fee Study").

The decision was made to establish a development impact fee (DIF) for park land and facilities pursuant to AB 1600, or Section 66000 *et. Seq.* of the Government Code, rather than the Quimby Act, or Section 66477 of the Government Code, for the following reasons:

- AB 1600 authorizes the establishment of a fee in an amount equal to the cost of land and improvements, while fees established pursuant to the Quimby Act may be only based on the cost of land;
- AB 1600 authorizes the imposition of fees on all new development, while the Quimby Act prohibits the imposition of fees on residential development that will not require any subdivision of land;
- Also, the Quimby Act prohibits the imposition of fees on: (i) subdivisions containing less than five (5) parcels and not used for residential purposes, (ii) commercial or industrial projects, or (iii) condominium projects that consist of a subdivision of airspace in an existing apartment building that is more than five (5) years old when no new dwelling units are added.

The need for this Park Fee Study is driven by anticipated residential development and complies with AB 1600, which was enacted by the State of California in 1987, by identifying public park and recreation facilities required by new residential development and determining the level of fees that may be imposed to pay the costs of such facilities. Fee amounts have been determined that will finance park and recreation facilities based on the Helendale CSD's Long-Range Community Park Plan. The park and recreation facilities and estimated land acquisition and associated construction costs are identified in Section 4. All new residential development may be required to pay its "fair share" of the cost of the park and recreation facilities through the park and recreation facilities DIF program.

Based upon the San Bernardino County Transportation Authority's 2012-2040 Tier 3 Forecast, new residential development is expected to result in 1,119 new housing units and 2,107 new residents within the Helendale CSD by 2040. This represents an approximate 38% increase in housing units compared to the 2012 estimated 2,977 housing units, and an approximate 39% increase in population compared with the estimated 2012 population of 5,363, according to the preliminary forecasts. The Helendale CSD will need to expand its public park and recreation facilities to accommodate the impacts of this growth. AB 1600 fees will help finance park and recreation facilities which are needed to mitigate these impacts. The following steps were:

1. **Demographic Assumptions:** Identify future housing growth that will generate an increased demand for park and recreation facilities.
2. **Facility Needs and Costs:** Identify the type and cost of park and recreation facilities required to meet the demands of new residential development.
3. **Cost Allocation:** Allocate these costs per new residential dwelling unit.
4. **Fee Schedule:** Calculate the development impact fee per new residential dwelling unit.

## **SECTION 2     Legal Requirements to Justify Development Impact Fees**

Prior to World War II, development in California was held responsible for very little of the cost of public infrastructure. Public improvements were financed primarily through jurisdictional general funds and utility charges. It was not uncommon during this period for speculators to subdivide tracts of land without providing any public improvements, expecting the closest city to eventually annex a project and provide public improvements and services.

However, starting in the late 1940s, the use of impact fees grew with the increased planning and regulation of new development. During the 1960s and 1970s, the California Courts broadened the right of local government to impose fees on developers for public improvements that were not located on-site. More recently, with the passage of Proposition 13, the limits on general revenues for new infrastructure have resulted in new development being held responsible for a greater share of public improvements, and both the use and levels of impact fees have grown substantially.

The levy of impact fees is one authorized method of financing the public facilities necessary to mitigate the impacts of new development. A fee is "a monetary exaction, other than a tax or special assessment, which is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project..." (California Government Code, Section 66000). A fee may be levied for each type of capital improvement required for new development, with the payment of the fee typically occurring prior to the beginning of construction of a dwelling unit. Fees are often levied at final map recordation, issuance of a certificate of occupancy, or more commonly, at building permit issuance. However, Assembly Bill ("AB") 2604 (Torrico) which was signed into law in August 2008, encourages public agencies to defer the collection of fees until close of escrow to an end user in an attempt to assist California's then troubled building industry.

The authority of local governments to impose impact fees on development is derived from their police power to protect the health and welfare of citizens under the California Constitution (Article 11, Section 7). Furthermore, the California Mitigation Fee Act provides a prescriptive guide to establishing and administering impact fees based on "constitutional and decisional law." Development impact fees ("DIFs") were enacted under Assembly Bill 1600 by the California Legislature in 1987 and codified under California Government Code §66000 *et. seq.*, also referred to as "AB 1600."

AB 1600 defines local governments to include cities, counties, school districts, special districts, authorities, agencies, and other municipal corporations. Fees governed by the Act include development fees of general applicability, and fees negotiated for individual projects. AB 1600 does not apply to user-fees for processing development applications or permits, fees governed by other statutes (e.g., the Quimby Act), developer agreements, or penalties, or fees specifically excluded by AB 1600 (e.g., fees collected pursuant to agreements with former redevelopment agencies or various reimbursement agreements).

Public facilities that can be funded with impact fees are defined by AB 1600 as "public improvements, public services, and community amenities." Government Code, §65913.8 precludes the use of DIFs to fund maintenance or services, with limited exceptions for very small improvements and certain temporary measures needed by certain special districts. In combination, these provisions effectively restrict the use of most impact fees to public capital improvements.<sup>1</sup>

The Helendale CSD has identified the need to levy development impact fees to pay for public park and recreation facilities. The development impact fees presented in this study will finance public park and recreation facilities for new development at the level established by Helendale CSD in its Long-Range Community Park Plan. Upon the adoption of the Park Fee Study and required legal documents by the Helendale CSD Board, all new residential development will be required to pay its "fair share" of the cost of public park and recreation facilities through these development impact fees.

In 2006, Government Code Section 66001 was amended to clarify that a development impact fee cannot include costs attributable to existing deficiencies, but can fund costs used to maintain the existing level of service or meet an adopted level of service that is consistent with the general plan. This Park Fee Study for the Helendale CSD is intended to meet the nexus or benefit requirements of AB 1600, which mandates that there is a nexus between fees imposed, the use of the fees, and the development projects on which the fees are imposed.

Section 66000 et seq. of the Government Code requires that all public agencies satisfy the following requirements when establishing, increasing or imposing a fee as a condition of new development:

1. Identify the purpose of the fee. (Government Code Section 66001(a)(1))
2. Identify the use to which the fee will be put. (Government Code Section 66001(a)(2))
3. Determine that there is a reasonable relationship between the fee's use and the type of development on which the fee is to be imposed. (Government Code Section 66001(a)(3))
4. Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is to be imposed. (Government Code Section 66001(a)(4))
5. Discuss how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

Identifying these items will enable a development impact fee to meet the nexus and rough proportionality requirements established by previous court cases. This section presents each of these items as they relate to the imposition within the Helendale CSD of the proposed development impact fees for public park and recreation facilities. Current state financing and

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<sup>1</sup> For general information, please see: "Exactions and Impact Fees in California: A Comprehensive Guide to Policy, Practice, and the Law," edited by William Abbott, et al., Solano Press Books, 2012 Third Edition.

fee assessment requirements only allow new development to pay for its fair share of new facilities' costs. Any current deficiencies resulting from the needs of existing development must be funded through other sources. Therefore, a key element to establishing legal development impact fees is to determine what share of the benefit or cost of the new facilities can be equitably assigned to existing development, even if the facilities have not yet been constructed. By removing this factor, the true impact of new development can be assessed and equitable development impact fees assigned.

**1. Purpose of the Fee (Government Code Section 66001(a)(1)).** Based upon projections from the San Bernardino Associated Governments, new residential development is expected to result in approximately 2,107 new residents within the Helendale CSD by 2040. These future residents will create an additional demand for public park and recreation facilities that existing public park and recreation facilities cannot accommodate. In order to accommodate new residential development in an orderly manner, without adversely impacting the current quality of life in the Helendale CSD, additional public park and recreation facilities will need to be constructed.

It is the projected direct and cumulative effect of future residential development that has required the preparation of this Park Fee Study. Each new residential dwelling unit will contribute to the need for new public park and recreation facilities, and as such, the proposed impact fee will be charged to all future residential development, irrespective of location, in the Helendale CSD. The development impact fees, when collected, will be placed into a dedicated fund that will be used solely for the design, acquisition, installation, and construction of public park and recreation facilities and other appropriate costs to mitigate the direct and cumulative impacts of new residential development in the Helendale CSD.

The discussion in this subsection of the Park Fee Study sets forth the purpose of the development impact fee as required by Section 66001(a)(1) of the California Government Code.

**2. The Use to Which the Fee is to be Put (Government Code Section 66001(a)(2)).** The development impact fee will be used specifically for the design, acquisition, installation, and construction of the public park and recreation facilities discussed in Section 4 of this Park Development Impact Fee Study and related costs necessary to mitigate the direct and cumulative impacts of new residential development in the Helendale CSD. By directly funding these costs, the development impact fees will both enhance the quality of life for future residents and protect their health, safety, and welfare.

The discussion presented in this subsection of the Park DIF Study identifies the use to which the development impact fee is to be put as required by Section 66001(a)(2) of the California Government Code.

**3. Determine That There is a Reasonable Relationship Between the Fee's Use and the Type of Development Project Upon Which the Fee is Imposed (Benefit Relationship) (Government Code Section 66001(a)(3)).** As discussed, it is the projected direct and cumulative effect of future residential development that has prompted the preparation of this Park Development Impact Fee Study. Each residential dwelling unit will contribute to the need for new public park and recreation facilities. Park and recreation facilities costs have been allocated to both existing and new development, based on their level of benefit.

The fees will be expended for the design, acquisition, installation, and construction of public park and recreation facilities identified in the Helendale CSD's Long-Range Community Park

Plan, as that is the purpose for which the DIF is collected. For the foregoing reasons, there is a reasonable relationship between the design, acquisition, construction, and installation of the public park and recreation facilities and new residential development as required under Section 66001(a)(3) of the Mitigation Fee Act.

**4. Determine How There is a Reasonable Relationship Between the Need for the Public Facility and the Type of Development Project Upon Which the Fee is Imposed (Impact Relationship) (Government Code Section 66001(a)(4)).** As set forth in No. 1 above, all new residential development contributes to the direct and cumulative impacts on public park and recreation facilities and creates the need for new facilities to accommodate growth. Moreover, park and recreation facilities costs have been allocated to both existing and new development based on their level of benefit, and therefore the allocation of cost to new development does not reflect any unmet needs of existing development.

For the reasons presented herein, there is a reasonable relationship between the need for the public park and recreation facilities and all new residential development within the Helendale CSD as required under Section 66001(a)(4) of the Mitigation Fee Act.

**5. The Relationship Between the Amount of the Fee and the Cost of the Public Facilities Attributable to the Development Upon Which the Fee is Imposed ("Rough Proportionality" Relationship) (Government Code 66001(a)).** As set forth above, all new residential development in the Helendale CSD impacts public park and recreation facilities. New development impacts the need for public park and recreation facilities directly and cumulatively. Thus, imposition of the development impact fee to finance new public park and recreation facilities is an efficient, practical, and equitable method of permitting development to proceed in a responsible manner. Again, park and recreation facilities costs have been allocated to both existing and new development based on their level of benefit, and therefore the cost allocated to new residential development does not reflect any unmet needs of existing development.

The proposed development impact fee amounts are roughly proportional to the impacts resulting from new residential development. Thus, there is a reasonable relationship between the amount of the development impact fee and the cost of the public park and recreation facilities.

**6. AB 1600 Nexus Test and Apportionment of Facilities Costs.** Section 66000 of the Government Code requires that a reasonable relationship exist between the need for public facilities and the type of development on which a development impact fee is imposed. The need for public park and recreation facilities is related to the park and recreation facilities or level of service established in the Helendale CSD's Long-Range Community Park Plan. The nexus relationship is calculated on a per dwelling unit basis.

### **SECTION 3 Park and Recreation Facilities Impact Fee Methodology**

Government Code Section 66000, which codifies California's Mitigation Fee Act, requires that if impact fees are going to be used to finance public facilities, those facilities must be identified prior to the adoption of the fee. There are three basic methodologies that can be employed to determine the facilities to be financed. Each methodology is described below.

The first methodology, which is called a "Plan-Based Approach," is based on the existence of a "Facilities Plan" that lists the specific facilities necessary to serve future growth. The Facilities Plan utilized under this approach is usually prepared by an agency's staff and/or consultants,

often with community input, and is then adopted by the agency's legislative body either prior to or at the same time the fee program is approved. The Facilities Plan also identifies the costs of the facilities listed, and these costs are in turn allocated based on the level of benefit to be received by projected future land uses anticipated to be developed within the time period being analyzed.

A second methodology to identify facilities needs is the "Capacity-Based Approach," and is based on the magnitude of existing capacity or expanded capacity needed for a type of public facility in order to handle projected growth during the selected time period. This approach works best for facilities such as an existing water storage facility or sewer treatment plant where existing costs or facilities expansion costs necessary to serve future development are already known (and in the case of existing capacity, may have already been expended). A fee based on this methodology is not necessarily dependent on a particular land use plan for future development, but is instead based on the cost per unit of constructing the remaining existing capacity in a facility, or the cost to expand such capacity, which can then be applied to any type of future development.

A third approach is to utilize a facilities "standard" established for future development, against which facilities costs are determined based on units of demand from this development. This approach, which is often applied to park and recreation facilities when there is no existing Facilities Plan, establishes a generic unit cost for capacity, which is then applied to each land use type per unit of demand. This standard is not based on the cost of a specific existing or future facility, but rather on the cost of providing a certain standard of service, such as the 3.00 acres of park and recreation facilities per 1,000 residents established pursuant to the Quimby Act or Government Code Section 66477. This method has several advantages, including not requiring an agency to know (i) the cost of a specific facility, (ii) how much capacity or service is provided currently (as the new standard does not necessarily need to reflect the existing standard), or (iii) the size, site, or characteristics of specific future facilities.

In the case of the Helendale CSD, the Long-Range Community Park Plan was determined by SRHA to be the most appropriate methodology for purposes of calculating impact fees for the Park Fee Study. Pursuant to the nexus requirements of Government Code 66000, the Helendale CSD is required to "determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed." The California Legislature drafted AB 1600 to specifically require that a "reasonable" relationship be determined, not a direct cause and effect relationship, as shown in Table 1.

**Table 1**  
**AB 1600 Nexus Test**  
**Public Park and Recreation Facilities**

Identify Purpose of Fee	Community park and recreation facilities
Identify Use of Fee	The design, acquisition, installation, and construction of public park and recreation facilities, including parkland
Demonstrate how there is a reasonable relationship between the need for the public facility, the use of the fee, and the type of development project on which the fee is imposed	The park and recreation facilities will serve the residents of the Helendale CSD by providing facilities for recreation while enhancing the community's appeal and quality of life. New residential development will generate additional residents who, along with existing residents, create the demand for the park and recreation facilities identified in Helendale CSD's Long-Range Community Park Plan. Land must be acquired and improved to meet this demand, thus a reasonable relationship exists between the need for park and recreation facilities and the impact of residential development. Fees collected from new development will be used exclusively for community park and recreation facilities.

**SECTION 4 Park Facility Needs Analysis**

The community park facility needs have been estimated at about \$6.61 million dollars, in 2017 constant dollars, as shown in Table 2. For the community park planned for both existing and future population growth, this includes the estimated existing facilities that have already been completed as well as future planned facilities.

The future park facility needs estimated at about \$6.61 million includes improvements such as: playground and splash pad equipment, shelters, restrooms, dog park, trails, skate park, lighting, parking lot and related grounds improvements including turf and watering system. For the long-term plan, this includes additional ground preparation, ball diamonds and a community recreation building with a gym and estimated construction costs that have already been completed. While land costs are not included in the park fee calculation, an estimate of \$217,813 in 2016 dollars is presented in Table 3. The detailed future components of the estimated park construction costs are presented in Table 4.

**Table 2**  
**Estimated Community Park Expenditures**  
**Helendale Community Service District**

Estimated Expenditures <sup>1</sup>	Value (in 2017 dollars)
Future Expenditures	\$6,333,600
Existing Expenditures	\$271,753
<b>Total Estimated Construction Cost</b>	<b>\$6,605,353</b>

1. Future Expenditures shown in detail in Table 4; the existing park expenditures were provided by the Helendale CSD

Sources: Stanley R. Hoffman Associates  
Helendale CSD

**Table 3**  
**Estimated Park Land Value**  
**Helendale Community Service District**

Estimated Land Value for New Park Development <sup>1</sup>	
Acres of Parkland Purchased (2008)	80
Existing Residential Sq. Ft.	12,000
Estimated Const. Cost per Sq. Ft.	\$100.00
Estimated Residential Value	\$1,200,000
Estimated Values: Barns, Corrals, etc.	<u>\$250,000</u>
Estimated Value of Improvements	\$1,450,000
Estimated Total Property Value (2016)	<u>\$2,300,000</u>
Estimated Net Land Value for 80 Acres	\$850,000
<b>Total Estimated Land Value (2016 \$)<sup>2</sup></b>	<b>\$10,625</b>
Acres of New Parkland	20.5
<b>Estimated Total Land Value (2016 \$)<sup>3</sup></b>	<b>\$217,813</b>

1. Estimated by Dennis Bradley, the HCSD's local land broker.
2. Estimated net land value is divided by 80 acres.
3. Rounded to the nearest dollar.

Sources: Stanley R. Hoffman Associates, Inc.  
Helendale CSD  
Dennis Bradley, local land broker

**Table 4**  
**Future Expenditures for Park Development**  
**Helendale Community Service District**

Facility <sup>1</sup>	Estimated Cost (in 2017 dollars)
<b>Playground</b>	
Equipment	\$150,000
Installation	\$75,000
<b>Splash Pad</b>	
Features	\$50,000
Water Recirculation System:	\$200,000
Installation	\$100,000
<b>Shelters</b>	
Shade Structures (1) 40' x 70' (2) 20' x 40'	\$127,000
Installation	\$89,000
<b>Restroom</b>	
Facility	\$200,000
Installation	\$100,000
Septic	\$27,500
<b>Dog Park</b>	
Irrigation System	\$10,000
Grading and Seeding	\$7,000
Fencing 200' x 200' (with two gate systems)	\$24,000
<b>Demonstration Garden</b>	
Plants	\$15,000
Installation	\$10,000
<b>Fitness Trail</b>	
Equipment	\$26,000
Installation	\$20,000
<b>DG Path</b>	
Material: 3,000' x 36"	\$6,000
Installation	\$10,000
<b>Basketball Court</b>	
94' x 50' (Approximately \$15/Sq. Ft.)	\$141,000
<b>Volleyball Court</b>	
59' x 30' court	\$5,100
Installation	\$10,000
<b>Skate Park</b>	
Design, engineering, concrete, etc	\$500,000
<b>Block Wall</b>	
Material: 550' x 3' course high	\$25,000
<b>Asphalt for Parking Lot</b>	
100,000 sq. ft. parking lot	\$167,000
<b>Lighting</b>	
Fixtures	\$105,000
Installation	\$13,000
<b>Additional Ground Preparation (10.5 acres)</b>	
@ \$2,000 per acre	\$21,000
<b>Ball Diamonds</b>	
Design, engineering, construction	\$100,000
<b>Community/Recreation Center</b>	
10,000 sf building with Gym @ \$400/sf	\$4,000,000
<b>Estimated Future Expenditures:</b>	<b>\$6,333,600</b>

1. Facility types and cost estimates provided by the Helendale CSD.

Source: Stanley R. Hoffman Associates, Inc.  
Helendale CSD

**SECTION 5 Demographic Forecasts: 2012 - 2040**

**Helendale Community Services District Boundary.** The forecasts used in this study are based on the San Bernardino County Transportation 2012-2040 Tier 3 Forecast for the current Helendale Community Services District boundary. As shown in Table 5, the total housing units are forecasted to grow within the current Helendale CSD boundary from 2,977 in 2012 to 4,096 in 2040, for an increase of 1,119 by 2040. This corresponds to a population increase from 5,363 in 2012 to 7,470 in 2040, for a forecasted population growth of 2,107 by 2040, as shown in Table 6.

**Table 5  
Forecasted Growth in Households: 2012-2040  
Helendale Community Service District**

Households and Housing Units Forecast	2012		2040		Growth: 2012-2040
<b>A. Households</b>					
Single Family		1,819		2,529	710
Muti-Family		<u>601</u>		<u>801</u>	<u>200</u>
Total		2,420		3,330	910
<b>B. Housing Units</b>					
Estimated Vacancy Rate <sup>1</sup>		18.7%		18.7%	18.7%
Housing Units		2,977		4,096	1,119

1. The estimated vacancy rate is from the 2010 U.S. Census for the Silver Lakes Census Defined Place (CDP)

Source: Stanley R. Hoffman Associates, Inc.  
San Bernardino County Transportation Authority, 2012-2040 Tier 3 Forecast

**Table 6  
Forecasted Growth in Population: 2012-2040  
Helendale Community Service District**

Boundary	Population		Growth: 2012-2040
	2012	2040	
Helendale CSD	5,363	7,470	2,107

Source: Stanley R. Hoffman Associates, Inc.  
San Bernardino County Transportation Authority, 2012-2040 Tier 3 Forecast

**SECTION 6 Estimated DIF per Housing Unit and Revenue Generated from New Growth**

As shown in Table 7, the estimated DIF per housing unit for the Helendale CSD boundary is \$1,653 in 2017 dollars. This amount is calculated by dividing the total estimated total community park costs of about \$6,605,353 by the 2040 forecast of 4,096 housing units for the Helendale CSD, and then adding a 2.5 percent processing fee. This represents the allocated share of costs across both existing and future housing units, although only new development can be charged a development impact fee.

The development impact fee per housing unit is then multiplied times the forecasted growth of 1,119 new housing units from 2012 to 2040, as shown in Table 8. This results in estimated revenue generation from new growth of \$1,849,707 for the forecasted Helendale CSD household growth with \$1,804,947 for park construction costs when the processing fee is netted out. Thus, by 2040 the new growth is forecasted to cover about 27 percent of the community park costs for the Helendale CSD.

**Table 7**  
**Estimated Park DIF per Housing Unit**  
**Helendale CSD**  
(In 2017 dollars)

Estimated Park DIF per Housing Unit	
Estimated Park Development Cost	\$6,605,353
Housing Unit Forecast (2040)	4,096
Park DIF per Housing Unit	\$1,613
Estimated DIF Processing Fee @ 2.5%	<u>\$40</u>
<b>Total Estimated Development Impact Fee</b>	<b>\$1,653</b>

Sources: Stanley R. Hoffman Associates, Inc.  
San Bernardino County Transportation Authority,  
2012-2040 Tier 3 Forecast

**Table 8**  
**Estimated Park DIF Funds Generated**  
**Helendale CSD**  
(In 2017 dollars)

Estimated DIF Funds Generated	
Park Development Impact Fee/Housing Unit	\$1,653
Housing Unit Growth Forecast: 2012-2040	1,119
Estimated Park DIF Revenues Generated	\$1,849,707
less processing fee revenues	<u>\$44,760</u>
<b>Net Revenues for Capital Costs</b>	<b>\$1,804,947</b>

Sources: Stanley R. Hoffman Associates, Inc.  
San Bernardino County Transportation Authority,  
2012-2040 Tier 3 Forecast

## **SECTION 7     DIF Program Administration and Implementation**

### **DIF PROGRAM ADMINISTRATION**

As recently confirmed by the State of California's Fourth Appellate District in *Daniel Walker vs. City of San Clemente*, the Helendale CSD may add a reasonable charge for the collection and administration of the TIF Program. As a result, the Helendale CSD is adding a 2.5% charge to the Park DIF shown in Table 7, resulting in the total Park DIF of \$1,653 in 2017 dollars.

The DIF listed in Table 7 represents the maximum DIF that legally may be imposed on future development. The Helendale CSD may impose a lower fee for one or more land use categories, or phase-in the maximum DIF over time. Under no circumstances, however, may the Helendale CSD charge a DIF higher than that listed in Table 7 to one land use category to absorb a shortfall created by not charging the maximum DIF to another land use category.

On the other hand, as the DIF developed in this Park Development Impact Fee Study is based on costs in 2017 dollars, it is appropriate for the Helendale CSD to apply an annual escalator to the DIF to account for inflation in acquisition and construction costs. Therefore, beginning on January 1, 2018 and every year thereafter, an escalator equal to the change in the Engineering News Record Construction Cost Index for Los Angeles during the twelve months of the prior fiscal year may be added to the maximum DIF at the Helendale CSD's discretion.

### **DIF PROGRAM MONITORING**

AB 1600 requires public agencies levying fees to complete both an annual public report and a five-year public report summarizing the status of their fee programs.

#### **(a)     Annual Report**

An annual report is required to be prepared between July 1 and January 1 each year and submitted to the Board of the Helendale CSD as an informational item. The annual report must include:

- (1) A brief description of the impact fees;
- (2) The amount of the impact fees;
- (3) The impact fee account balance at the beginning and end of the fiscal year;
- (4) The amount of fees collected and interest earned over the previous year;
- (5) An identification of each expenditure from the account, including a brief description of the expenditure and the percentage of the total cost of the expenditure funded by the fees;
- (6) An approximate date when construction will begin if the municipality determines it has sufficient funds to complete a public improvement;
- (7) A description of any interfund transfer or loan made from the impact fee accounts;
- (8) The amount of any refunds made from the accounts.

**(b) Five-Year Report**

The submittal of a five-year report (the "Five-Year Report") to the Board of the Helendale CSD (the "Board") must occur every five years following the first deposit of impact fees into an account. The Board is required to make specific legislative findings to continue its collection of the fees if any unexpended funds remain in the account, or must return any fees to the property owners who paid them. The Board must approve the Five-Year Report, which does the following:

- (1) Identify the purpose of imposing the fee;
- (2) Demonstrate a reasonable relationship between the fee and the purpose for which it is charged;
- (3) Identify all sources and amounts of funding anticipated to complete financing any incomplete improvements that were identified when enacting the fee; and
- (4) Identify the approximate dates when the anticipated funds are expected to be received.

**Projected DIF Program Cashflows**

The success of the Helendale CSD's DIF program depends on the timely adoption of the fees by the Board in early 2017. The Board has the option of imposing the DIF at building permit issuance, or at the issuance of the certificate of occupancy of each structure. In either case, the total revenue that could be generated by the DIF program through 2040 is \$1,849,707 in 2017 dollars, which includes a 2.5 percent charge for administration and fee collection purposes. Of course, with variations occurring in the economy on a year-to-year basis, both nationally and locally, as well as political and other issues that may arise, the actual revenue generated each year will vary depending on factors that are very difficult to predict. In addition, it is anticipated that the Helendale CSD will revise its DIF from time-to-time as park facilities are constructed and new facilities needs arise.

**SECTION 8 Estimated Community Park Acres per 1,000 Population**

The Helendale CSD has chosen to develop a park facilities development impact fee at the community park level and not include local park and recreation facilities in this calculation. As shown in Table 9, the estimated community park acres per 1,000 population by 2040 is estimated at 2.74.

**Table 9**  
**Estimated Community Park Acres per 1,000 Population**  
**Helendale CSD**

Calculation Factors	Amount
<b>A. CSD Boundaries</b>	
Forecasted CSD Population: 2040 <sup>1</sup>	7,470
Community Park Acres Planned	20.5
Acres per 1,000 Population	<b>2.74</b>

1. Based on San Bernardino County Transportation Authority,  
2012-2040 Tier 3 Forecast

Source: Stanley R. Hoffman Associates, Inc.

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