



REGULAR BOARD MEETING
Thursday, November 7, 2024, at 6:00 PM

SPECIAL NOTICE OF TELECONFERENCE ACCESSIBILITY

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

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

Call to Order - Pledge of Allegiance

- 1. Discussion and Possible Action Regarding Director Remote Participation pursuant to AB2449 (Government Code Section 54953(f))**
 - a. Notification due to Just Cause
 - b. Request due to Emergency Circumstances

2. Approval of Agenda

3. Public Participation

Anyone wishing to address any matter pertaining to District business listed on the agenda or not, may do so at this time. However, the Board of Directors may not take action on items that are not on the agenda. The public comment period may be limited to three (3) minutes per person. Any member wishing to make comments may do so by filling out the speaker's card in person or using the "raise the hand" or "chat" feature. If viewing remotely a speaker's card may be filled out at the following link: <https://www.surveymonkey.com/r/HKGNLL8> or use the features referenced above. The District requests that all speaker cards be submitted at any time prior to the close of public participation.

4. Consent Items

- a. Approval of Minutes: Board Meetings of October 17, 2024
- b. Bills Paid Report
- c. September Financial Report

5. Reports

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

Regular Business:

- 6. Discussion and Possible Action Regarding Approval of Directors' Expense Reports**
- 7. Discussion and Possible Action Regarding Adoption of Resolution 2024-17: A Resolution of the Board of Directors of the Helendale Community Services District Approving Award of a Sole Source Contract to AMS Solar Power for 77.935 KW Solar Roofing Project**

8. Discussion and Possible Action Regarding Farmer's Market Options
9. Discussion and Possible Action Regarding the Preferred Process for Awarding a Contract for Wastewater Engineering Services for the Tertiary Plant Upgrade

Other Business

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

Closed Session

11. Conference with Real Property Negotiators
(Government Code Section 54956.8)
Property: 15302 Smithson Road
District Negotiator: Kimberly Cox
Negotiating Parties: Vertical Bridge
Under Negotiation: Price and Terms of Payment

12. Report on Closed Session Item

13. Adjournment

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



Helendale Community Services District

Date: November 7, 2024
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #1
Discussion and Possible Action Regarding Director Remote Participation
Pursuant to AB2449 (Government Code Section 54953(f))

NOTIFICATION OF REMOTE BOARD MEETING ATTENDANCE

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

JUST CAUSE

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

Just Cause means any of the following:

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

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

EMERGENCY CIRCUMSTANCES

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

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

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



Helendale Community Services District

Date: November 7, 2024
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #4
Consent Items

CONSENT ITEMS

- a. Approval of Minutes: Regular Board Meeting of October 17
- b. Bills Paid Report
- c. September Financial Report



Helendale Community Services District

Date: November 7, 2024
TO: Board of Directors
FROM: Kimberly Cox, General Manager
BY: Cheryl Vermette
SUBJECT: Agenda item #4a
Minutes from Regular Board meeting 10/17/2024



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

Date: October 17, 2024
 Time: 6:00 PM
 Meeting called to order by: President Henry Spiller

Attendance

President Henry Spiller	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent	<input checked="" type="checkbox"/> In Person	<input type="checkbox"/> Remote
Vice President Ron Clark	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent	<input checked="" type="checkbox"/> In Person	<input checked="" type="checkbox"/> Remote
Secretary Sandy Haas <i>Sandy joined the meeting at 6:11 pm</i>	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent	<input type="checkbox"/> In Person	<input checked="" type="checkbox"/> Remote
Director George Cardenas	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent	<input checked="" type="checkbox"/> In Person	<input type="checkbox"/> Remote
Director Gail Guinn	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent	<input checked="" type="checkbox"/> In Person	<input type="checkbox"/> Remote

Staff Members Present

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

Consultants/Guests

Steven Kennedy, Legal Counsel (Zoom)

Members of the public

There were three members of the public attending in person.

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

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

Discussion None

2. APPROVAL OF AGENDA

Discussion None

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

Second President Spiller

Vote

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

3. PUBLIC PARTICIPATION

None

CONSENT ITEMS

4. CONSENT ITEMS

- a. Approval of Minutes: Special Board Meeting for October 3, 2024
- b. Bills Paid Report

Discussion None

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

Second President Spiller

Vote

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

5. REPORTS

a. Directors' Reports

Vice President Clark reported that he attended the Manx event. The event went well and the group enjoyed the use of the park.

Director Guinn reported that she attended the BNSF meeting along with Director Cardenas and Staff. She also attended the SLA Board meeting. They discussed safety and the Board appeared to be favorable towards looking at safety issues in the community, Director Guinn indicated that they are willing to partner with the CSD.

President Spiller said he would like to do a "Coffee with a Cop" event; however, it looks like we will have to try to schedule something for January. He also attended the Manx event, and noted there were also soccer games going on. President Spiller also commented on his appreciation for the park maintenance workers.

Director Cardenas asked if Captain Lutz to come and do an update.

b. General Managers Report

Administrative Services Manager Vermette reported that Clean Up Day in on October 26th and household hazardous waste will be accepted. Trick or treating at the market will be held on October 30th - vendors and the Sunsetters car club will be here to hand out candy.

Water Operations Manager Carlson gave the water report. Staff completed the Watermaster report for 23/24 water year. The lead service line report was also completed. Staff replaced a diaphragm on the chlorine pump and replaced the flow meter at Well 4. Staff also performed all monthly inspections for September. Staff also cleared the field at the Community Center for the circus. Staff replaced a 2" meter at the Vista condos and a leak at Fairway Courts. The water staff also assisted wastewater with the camera installation at Well 13 and installed solar lights. The new fire hydrant extension for the elementary school project was inspected. Staff also repaired a hydrant that was hit on Hitching Post Lane. Staff also received a tig welding lesson. Water Operations Manager Carlson attended a PFAS workshop at the Yorba Linda Water District.

REGULAR BUSINESS

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

Discussion: None

Motion Director Guinn made the motion approve Director's expense reports.

Second President Spiller

Vote

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

7. Discussion and Possible Action Regarding an Award of a Design/Build Contract to AMS Solar for a Roof-Top Solar Solution for the Helendale Community Center

Discussion This item is agendaized for Board action if the Board is ready to move forward with the project at a cost of \$314,627.75. In the event the Board is not wishing to move forward, Staff is requesting additional direction. In discussion with Legal Counsel, the following was determined: the project fits better as a sole-source project and the Board would need to adopt a resolution prepared by Counsel. Carlson presented a graph of electrical usage paid by various fund, this was an update to the chart in the staff report which reflected the amount paid by the park fund only. Previously the Board had conversations with Engie. Engie was requesting \$28,000 for a feasibility analysis, proposed a \$4 million dollar project initially, required a lease back project with buy-out after set number of years. The Board requested a site-by-site solution with no lease and wanted to own the solution outright. Staff found AMS who would provide a more flexible suite of solar options who was willing to work with District on size and scope (no minimum project size), provide a separate solution for each application (water, wastewater and community center). AMS Solar has extensive experience with SCE interconnection agreements. The District would get 100% of energy produced except during 4-9pm reduced to 25%. The battery will run critical load 4-9 pm and can program what systems are supported in event of outage. Excess power generated will recharge batteries. The Board appointed ad hoc committee which met on 9/13 & 10/11. The committee evaluated options, asked detailed questions, and determined that the roof top solar was best option. The committee also reviewed comments from Subject Matter Expert (SME). The SME provided unbiased review and determined that the size was reasonable, the price was fair but felt the maintenance was a little high. The maintenance was revised downward from \$7,150 to \$3,400. The maintenance would be a budget line item under Park O&M. The inverter and battery are from reputable manufacturer and price is fair. The payback may be as high as 15 years but depends upon SCE cost escalation. The committee asked if there was any room in the price. Upon further evaluation AMS said they had provided their best offer based upon the good relationship the District has with them. Daniel Bruckner from AMS spoke about the company and the solar solution being presented. Funding for the project can come from the Property Fund, Interest Earnings, and/or the Park Fund. The Board can recommend additional cost share with water and wastewater funds. Vice President Clark recommended waiting until the next meeting to approve so the Board can review the contract. Director Cardenas agreed that he would like to see the contract but noted that he was very supportive of the solar option.

Motion The Board gave direction to staff to bring the contract back to the Board for review and possible adoption. There was no motion on this item.

8. Discussion Only Regarding Update on Well 13

Discussion The District received a Prop 1 grant in the amount of \$750,000. To date the costs including building, consultants, geologists, and other contractors – total is \$1,185,004.00. The District has spent \$435,004.00. The pipeline extension was at a cost of \$256,080. The final grant reimbursement of \$75,000 is forthcoming. On September 4th the District met with Southwest pump and Drilling, Tess Electric and KC Fabrication for startup. During start up the District encountered issues with the design. Initial water quality issues were discovered with manganese. Possible options for manganese include treatment, zone sampling or blending. The District has sampled for PFAS and are awaiting results. Carlson presented a diagram showing options for blending wells 1,2,4 and 13 to one centralized treatment location.

Motion There was no action on this item.

9. Discussion Only Regarding Water Usage for Water Year 2023/2024

Discussion In Water Year (WY) 23/24 the District pumped 1495.59 Acre Feet (AF), in WY 22/23 1489.8 AF were pumped, in WY 21/22, 1546 AF were pumped, and in WY 20/21 1599 AF was pumped. Pumping is down 100 AF from 3 years prior. This is due to conservation and limited use of construction meters.

The District provided 4.4 AF to SLA for lake augmentation. A 5-Year lease agreement was signed with Victorville was signed in February 2023. The value is 10% under MWA established rate. We are in year 2 of the 5-year agreement. The District can hold back 15% of water, which can be held for carry over to pump next year, could be leased to another pumper (the District has been leasing all water to Victorville and there are no other interested parties have contacted the District). Approximately 767 AF at an estimated \$584/AF for \$447,900. Carlson presented a graph of the District's free production allowance and water pumped from Water Year 2026/2007 through 2023/2024. There was a 5% rampdown in WY19/20 and a ½% rampdown in WY22/23. Ramped down to 50.4% for WY23/24. Watermaster recommended an increase in FPA to 53.3% from 50.4%. The judge refused to modify the base annual production. Minimal water is available on the market for Alto as production exceeds available water rights. The purchase of water rights over time has well positioned the District to meet the needs of our community, however, the District continues to look for water to purchase.

OTHER BUSINESS

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

Coffee with a Cop
BNSF update
Solar project

11. Adjournment

President Spiller adjourned the meeting at 7:33 pm.

Henry Spiller, President

Cheryl Vermette, Clerk of the Board

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



Helendale Community Services District

DATE: November 7, 2024
TO: Board of Directors
FROM: Kimberly Cox, General Manager
BY: Sharon Kreinop, Senior Account Specialist
SUBJECT: Agenda item #4b
Consent Items: Bills Paid and Presented for Approval

STAFF RECOMMENDATION

Updated Report Only. Receive and File

STAFF REPORT:

Staff issued 41 checks and 18 EFT's totaling \$130,267.69

Total Cash Available:	<u>11/04/24</u>	<u>10/10/24</u>
Cash	\$ 8,539,936.56	\$ 8,357,677.31
Checks/EFT's Issued	\$ 130,267.69	\$ 214,499.33

INVESTMENT REPORT:

The Investment Report shows the status of the District funds invested. October 2024 interest were 4.993% for CA Class and 4.71% for LAIF. Interest earned October 2024 on CA Class account was \$15,911.61.



Helendale CSD

Bills Paid and Presented for Approval Transaction Detail

Issued Date Range: 10/11/2024 - 11/04/2024

Cleared Date Range: -

Issued Date	Number	Description	Amount	Type	Module
Bank Account: 211102187 - CBB Checking					
10/14/2024	28262	Evans Hydro, Inc.	-12,264.54	Check	Accounts Payable
10/18/2024	28263	ACI Payments, Inc	-55.40	Check	Accounts Payable
10/18/2024	28264	AVCOM Services Inc.	-188.66	Check	Accounts Payable
10/18/2024	28265	C Wells Pipeline Materials, Inc	-2,230.43	Check	Accounts Payable
10/18/2024	28266	CWEA/DAMS	-239.00	Check	Accounts Payable
10/18/2024	28267	Frontier Communications	-104.86	Check	Accounts Payable
10/18/2024	28268	Frontier Communications	-81.92	Check	Accounts Payable
10/18/2024	28269	Geo-Monitor, Inc.	-799.50	Check	Accounts Payable
10/18/2024	28270	Konica Minolta	-1,351.05	Check	Accounts Payable
10/18/2024	28271	Phelan Pinion Hills Community Services District	-704.00	Check	Accounts Payable
10/21/2024	28272	Void Check	0.00	Check	Accounts Payable
10/21/2024	28273	Core & Main LP	-577.54	Check	Accounts Payable
10/21/2024	28274	Brunick, McElhaney & Kennedy Professional Law Corp	-19,854.25	Check	Accounts Payable
10/24/2024	28275	Burrtec Waste Group, Inc	-13,286.21	Check	Accounts Payable
10/24/2024	28276	County of San Bernardino, Solid Waste Mgmt. Div.	-938.41	Check	Accounts Payable
10/24/2024	28277	FNBO	-522.48	Check	Accounts Payable
10/24/2024	28277	FNBO Reversal	522.48	Check Reversal	Accounts Payable
10/24/2024	28278	Frontier Communications	-103.53	Check	Accounts Payable
10/24/2024	28279	Home Depot Credit Services	-1,616.21	Check	Accounts Payable
10/24/2024	28280	McCrometer, Inc.	-7,878.94	Check	Accounts Payable
10/24/2024	28281	Sierra Analytical Labs, Inc	-540.00	Check	Accounts Payable
10/24/2024	28282	SWRCB, Office of Operator Certification	-203.00	Check	Accounts Payable
10/24/2024	28283	Tyler Technologies, Inc.	-32.70	Check	Accounts Payable
10/24/2024	28284	USA Blue Book	-725.57	Check	Accounts Payable
10/24/2024	28285	Verizon Wireless	-136.47	Check	Accounts Payable
10/24/2024	28286	Verizon Wireless	-1,015.50	Check	Accounts Payable
10/24/2024	28287	WaterMaster	-3,278.55	Check	Accounts Payable
10/28/2024	28288	FNBO	-522.48	Check	Accounts Payable
10/31/2024	28289	Allied Public Risk LLC	-218.00	Check	Accounts Payable
10/31/2024	28290	Beck Oil Inc	-3,499.00	Check	Accounts Payable
10/31/2024	28291	O'Reilly Auto Parts	-571.38	Check	Accounts Payable
10/31/2024	28292	Rebecca Gonzalez	-400.00	Check	Accounts Payable
10/31/2024	28293	SWRCB, DWOCP	-105.00	Check	Accounts Payable
10/31/2024	28294	Ultimate Internet Access, Inc	-818.77	Check	Accounts Payable
10/31/2024	28295	Aqua Metrics Sales Company	-1,577.46	Check	Accounts Payable
11/01/2024	28296	Hartford Life	-313.60	Check	Accounts Payable
11/01/2024	28297	Mobile Occupational Services, Inc.	-190.00	Check	Accounts Payable
11/01/2024	28298	Silver Lakes Landscaping and Maintenance LLC	-164.39	Check	Accounts Payable
11/01/2024	28299	Sonic Systems, Inc	-14.13	Check	Accounts Payable
11/01/2024	28300	Stericycle, Inc	-97.91	Check	Accounts Payable
11/01/2024	28301	The Woodall Group, Inc	-35.00	Check	Accounts Payable
11/01/2024	28302	Sonic Systems, Inc	-2,151.60	Check	Accounts Payable
11/01/2024	28303	Silver Lakes Landscaping and Maintenance LLC	-6,665.00	Check	Accounts Payable
10/14/2024	EFT0005191	ACH Water Shop SCE Acct 700453074415	-150.44	EFT	General Ledger
10/14/2024	EFT0005192	SCE ACH 4-Plex Acct 700392338368	-749.65	EFT	General Ledger
10/21/2024	EFT0005197	SCE Street Lighting Acct # 700013030275	-1,746.45	EFT	General Ledger

Bank Transaction Report

Issued Date	Number	Description	Amount	Type	Module
10/28/2024	EFT0005198	SCE ACH Sod Farm Acct 700255337588	-2,204.73	EFT	General Ledger
10/21/2024	EFT0005199	SCE ACH Park Wellheads Acct 700448234519	-464.34	EFT	General Ledger
10/20/2024	EFT0005209	CalPERS Classic Pmt PPE 9/22/24	-9,525.43	EFT	General Ledger
10/20/2024	EFT0005210	CalPERS PEPRA Pmt PPE 9/22/24	-2,817.16	EFT	General Ledger
10/31/2024	EFT0005211	SCE Community Center ACH Acct.# 700218740906	-2,686.75	EFT	General Ledger
10/14/2024	EFT0005212	SCE ACH Well 6,7,8,9 & 2 Acct 700620711734	-232.11	EFT	General Ledger
10/14/2024	EFT0005213	To record Sales Tax Pmt # 2 - 1st Quarter	-1,602.81	EFT	General Ledger
10/17/2024	EFT0005214	To record Tasc Flex Claim Pmt PPE 10/6/24	-889.55	EFT	General Ledger
10/25/2024	EFT0005225	CalPERS 457 Pmt PPE 10/20/24	-4,637.51	EFT	General Ledger
11/04/2024	EFT0005227	CalPERS Classic Pmt PPE 9/22/24	-9,525.43	EFT	General Ledger
11/04/2024	EFT0005228	CalPERS PEPRA Pmt PPE 10/6/24	-2,817.16	EFT	General Ledger
10/28/2024	EFT0005231	To record Tasc Flex Claim Pmt PPE 10/20/24	-889.55	EFT	General Ledger
11/01/2024	EFT0005232	To record EVO Thrift Store CC Fees 23099	-718.21	EFT	General Ledger
11/04/2024	EFT0005235	To record Paymentech CC Fees Acct Ending 9479	-621.36	EFT	General Ledger
11/04/2024	EFT0005237	To record Paymentech Fees Acct Ending 6621	-2,439.09	EFT	General Ledger
			Bank Account 211102187 Total: (61)		-130,267.69
				Report Total: (61)	-130,267.69

Summary

Bank Account

[211102187 CBB Checking](#)

Count	Amount
61	-130,267.69
Report Total:	61
	-130,267.69

Cash Account

****No Cash Account****

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

Count	Amount
1	0.00
60	-130,267.69
Report Total:	61
	-130,267.69

Transaction Type

Transaction Type	Count	Amount
Check	42	-86,072.44
Check Reversal	1	522.48
EFT	18	-44,717.73
Report Total:	61	-130,267.69



Helendale Community Services District

DATE: November 7, 2024
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #4c
September Financial Report



Helendale CSD
Statement of Revenues and Expenses - Water
As of September 30, 2024
(Unaudited)

Preliminary Results - Subject to Change

	September 2024	YTD Actual	Budget	25% of Budget	PYTD
1 Operating Revenues					
2 Meter Charges	\$ 136,083	\$ 407,783	\$ 1,600,864	25%	\$ 403,743
3 Water Sales	98,955	302,910	751,684	40%	289,787
4 Standby Charges	-	909	25,880	4%	2,034
5 Other Operating Revenue	6,889	63,075	101,887	62%	61,826
6 Total Operating Revenues	241,927	774,677	2,480,314	31%	757,390
7 Non-Operating Revenues					
8 Grant Revenue	-	-	-	0%	-
9 Miscellaneous Income (Expense)	-	-	-	0%	1,645
10 Total Non-Operating Revenues	-	-	-	0%	1,645
11 Total Revenues	241,927	774,677	2,480,314	31%	759,036
12 Expenses					
13 Salaries & Benefits					
14 Salaries	35,004	103,803	446,274	23%	98,977
15 Benefits	12,332	37,400	157,285	24%	33,168
16 Total Salaries & Benefits	47,336	141,203	603,559	23%	132,145
17 Transmission & Distribution					
18 Contractual Services	343	17,905	58,987	30%	33,461
19 Power	26,713	68,305	209,725	33%	65,130
20 Operations & Maintenance	10,227	19,597	158,000	12%	20,641
21 Rent/Lease Expense	800	3,660	11,600	32%	2,400
22 Permits & Fees	3,279	4,499	42,025	11%	2,072
23 Total T&D	41,361	113,965	480,337	24%	123,704
24 General & Administrative					
25 Utilities	439	1,294	3,906	33%	940
26 Office & Other Expenses	52	166	6,696	2%	77
27 Admin Allocation	57,008	171,025	684,098	25%	156,922
28 Total G&A	57,500	172,485	694,700	25%	157,938
29 Debt Service	-	149,447	350,351	43%	149,447
30 Total Expenses	146,197	577,101	2,128,947	27%	563,234
31 Net Income (Loss) Before Capital	95,729	197,576	351,367	56%	195,801
32 Sale or Lease of Water Rights	-	-	300,000	0%	19,938
33 Capital Expenses	(4,758)	(4,758)	(425,000)	1%	(3,451)
34 Net Income (Loss) After Capital	\$ 90,971	\$ 192,818	\$ 226,367	85%	\$ 212,289

*No assurance provided on these financial statements. These financial statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States not included.

Helendale CSD
Financial Statement Analysis
Preliminary – No Year End Audit Adjustments
For the Month Ended September 30, 2024 – 25% of Fiscal Year

Fund 01-Water Revenues and Expenses

Line 2 Meter Charges: Includes fixed monthly charge for water service. Year-to-date (YTD) meter charges are trending in line with budget.

Line 3 Water Sales: Includes water consumption charges. YTD is trending over budget at 40% due to higher usage in the summer months.

Line 4 Standby Charges: Includes special assessment standby charges for the current & prior years and delinquent standby penalties. Most of these revenues are received in November, December, and April. YTD is trending under budget at 4% due to the timing of receipts.

Line 5 Other Operating Revenue: Includes permit & inspection charges, connection fees, meter installation fees, other fees/charges, and mechanic service reimbursements. Connection and meter installation fees are budgeted conservatively due to the unexpected nature of these fees. YTD is trending over budget at 62% due to the high volume of connections, meter installations, water supply and delinquent fees.

Line 8 Grant Revenue: There is no grant activity YTD.

Line 9 Miscellaneous Income (Expense): Includes gain or loss on sale of assets, the Enel X Demand Response Program and other miscellaneous income. YTD does not have any activity.

Line 14 Salaries: Includes salaries for water employees. YTD is trending in line with budget.

Line 15 Benefits: Includes health insurance, CalPERS retirement, worker's compensation insurance, payroll taxes, and employee education and trainings. YTD is trending in line with budget.

Line 18 Contractual Services: Includes lab testing, engineering, geographic information system (GIS) support & other contract services. YTD is trending over budget at 30% due to the timing of the annual GeoViewer renewal.

Line 19 Power: Includes electricity usage for transmission & distribution. YTD is trending over budget at 33% in correlation with increased water demand.

Line 20 Operations & Maintenance: Includes operations & maintenance expenses, uniforms, vehicle maintenance and vehicle fuel. YTD can trend over/under budget due to need and the timing of services. YTD is trending under budget at 12% due to less maintenance costs than anticipated.

Line 21 Rent/Lease Expense: Includes rental costs for the water shop and Bureau of Land Management (BLM) tank sites. YTD is trending over budget at 32% due to the timing of rent payments for BLM tank sites.

Line 22 Permits & Fees: Includes all water permits, miscellaneous fees, and Watermaster fees. YTD can trend over/under budget due to the timing of permits and fee payments. There is minimal activity YTD.

Line 25 Utilities (G&A): Includes gas and telephone expenses. YTD is trending over budget at 33% due higher than anticipated phone charges.

Line 26 Office & Other Expenses: Includes mileage/travel reimbursements, office supplies, water conservation program and dues/subscriptions. These expenses are on an as-needed basis and can trend over/under budget. There is minimal activity YTD.

Line 27 Admin Allocation: This is the monthly distribution of the budgeted Administration Fund (Fund 10) expenses to the enterprise funds.

Line 29 Debt Service: Includes interest & principal payments on outstanding debt. YTD can trend over/under budget due to the timing of payments. Payments are due in August, December, February, and June.

Line 32 Sale or Lease of Water Rights: Includes the sale of replenishment water to the Silver Lakes Association. There is no activity YTD.

Line 33 Capital Expenses:

- \$1.4K – Electrical Well #3
- \$3.4K – AMI Meters



Helendale CSD
Statement of Revenues and Expenses - Sewer
As of September 30, 2024
(Unaudited)

Preliminary Results - Subject to Change

	September 2024	YTD Actual	Budget	25% of Budget	PYTD
1 Operating Revenues					
2 Sewer Charges	\$ 158,319	\$ 469,891	\$ 1,892,130	25%	\$ 456,813
3 Standby Charges	-	934	24,317	4%	2,034
4 Other Fees & Charges	2,405	29,010	35,920	81%	24,452
5 Interfund Transfer In/(Out)	5,964	17,893	71,571	25%	10,525
6 Other Income/(Expense)	-	-	-	0%	-
7 Total Revenues	166,689	517,727	2,023,938	26%	493,823
8 Expenses					
9 Salaries & Benefits					
10 Salaries	28,512	85,658	383,982	22%	73,884
11 Benefits	12,051	36,838	127,147	29%	24,937
12 Total Salaries & Benefits	40,563	122,496	511,129	24%	98,821
13 Sewer Operations					
14 Contractual Services	2,403	24,506	117,475	21%	8,950
15 Power	11,256	35,723	133,350	27%	35,940
16 Operations & Maintenance	5,955	15,457	65,800	23%	19,868
17 Permits & Fees	-	4,101	43,300	9%	4,335
18 Total Sewer Operations	19,614	79,787	359,925	22%	69,093
19 General & Administrative					
20 Utilities	481	1,260	5,350	24%	1,209
21 Office & Other Expenses	534	2,051	21,460	10%	2,865
22 Admin Allocation	55,868	167,604	670,416	25%	153,783
23 Total G&A	56,883	170,914	697,226	25%	157,857
24 Debt Service	-	-	102,123	0%	-
25 Total Expenses	117,060	373,196	1,670,403	22%	325,771
26 Net Income (Loss) Before Capital	49,628	144,531	353,534	41%	168,052
27 Capital Expenses	-	(10,098)	(885,000)	1%	-
28 Net Income (Loss) After Capital	\$ 49,628	\$ 134,432	\$ (531,466)		\$ 168,052

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Fund 02-Sewer Revenues and Expenses

Line 2 Sewer Charges: Includes the monthly charge for sewer services. YTD is trending in line with budget.

Line 3 Standby Charges: Includes special assessment standby charges for the current & prior years and delinquent standby penalties. Most of these revenues are received in November, December, and April. YTD is trending under budget at 4% due to timing of collections.

Line 4 Other Fees & Charges: Includes permit & inspection charges, connection fees, other fees, and charges. YTD is trending over budget at 81% due to higher permits and inspection, connection, and delinquent fees than anticipated.

Line 5 Interfund Transfer In/(Out): This line includes the monthly repayment of the interfund loan from Sewer to Parks.

Line 6 Other Income/(Expense): Includes gain or loss on sale of assets and other miscellaneous income. There is no activity YTD.

Line 10 Salaries: Includes salaries for all sewer employees. YTD is trending in line with budget.

Line 11 Benefits: Includes employee insurance, PERS retirement, workers compensation, payroll taxes, and education & training. YTD is trending slightly over budget due to higher group insurance premiums than anticipated in budget.

Line 14 Contractual Services: Includes lab testing, engineering, GIS support & other contractual services. YTD is trending in line with budget.

Line 15 Power: Includes electricity used for Sewer. YTD is trending in line with budget.

Line 16 Operations & Maintenance: Includes compost disposal, vehicle maintenance, vehicle fuel, uniforms, small tools, and salaries for mechanics. YTD can trend over/under budget due to need and the timing of services. YTD is trending in line with budget.

Line 17 Permits and Fees: Includes all annual permits and fees paid to the state. YTD is trending under budget at 9% due to timing of annual renewals.

Line 20 Utilities (G&A): Includes gas, water, and telephone expenses. YTD is trending in line with budget.

Line 21 Office & Other Expenses: Includes mileage/travel reimbursements, office supplies, water conservation program, and dues & subscriptions. These expenses are on an as-needed basis and can trend over/under budget. YTD is trending under budget at 10%.

Line 22 Admin Allocation: This is the monthly distribution of the budgeted Administration Fund (Fund 10) expenses to the enterprise funds.

Line 24 Debt Service: Includes interest & principal payments on outstanding debt. YTD can trend over/under budget due to the timing of payments. Payments occur bi-annually in December and June.

Line 27 Capital Expenses:

- \$10K – New Filtrate Pumps, Electrical Panel & Sonic Meter



Helendale CSD
Statement of Revenues and Expenses - Recycling Center
As of September 30, 2024
(Unaudited)

Preliminary Results - Subject to Change

	September 2024	YTD Actual	Budget	25% of Budget	PYTD
1 Operating Revenues					
2 Retail Sales	\$ 22,278	\$ 70,497	\$ 300,000	23%	\$ 69,301
3 Donations	-	-	-	0%	-
4 Board Discretionary Revenue	-	-	-	0%	-
5 Miscellaneous Income (Expense)	-	-	-	0%	-
6 Total Revenues	22,278	70,497	300,000	23%	69,301
7 Expenses					
8 Salaries & Benefits					
9 Salaries	16,024	41,250	191,462	22%	46,593
10 Benefits	3,172	8,537	35,334	24%	6,141
11 Total Salaries & Benefits	19,196	49,787	226,796	22%	52,735
12 Recycling Center Operations					
13 Contractual Services	3,150	3,150	2,500	126%	-
14 Operations & Maintenance	360	3,772	9,750	39%	2,966
15 Total Recycling Center Operations	3,511	6,923	12,250	57%	2,966
16 General & Administrative					
17 Utilities	1,418	3,938	12,800	31%	3,579
18 Office & Other Expenses	738	2,178	9,000	24%	1,820
19 Total G&A	2,157	6,116	21,800	28%	5,399
20 Total Expenses	24,863	62,826	260,846	24%	61,100
21 Net Income (Loss) Before Capital	(2,585)	7,671	39,154	20%	8,200
22 Capital Expenses	-	-	-	-	-
23 Net Income (Loss) After Capital	\$ (2,585)	\$ 7,671	\$ 39,154	20%	\$ 8,200

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Fund 03-Recycling Center Revenues and Expenses

Line 2 Retail Sales: Includes sales revenues from the Thrift Store. YTD is in line with budget.

Line 3 Donations: Donations are not budgeted for due to the unexpected nature of these revenues.

Line 4 Board Discretionary Revenue: This line shows the transfer of net cash from the Recycling Center (Fund 03) to the Parks & Recreation Fund (Fund 05). This transfer is done at year-end for the audit.

Line 5 Miscellaneous Income/(Expense): Includes gain or loss on sale of assets and other miscellaneous income. There is no activity YTD.

Line 9 Salaries: Salaries for all part-time recycling center employees and full-time supervisor. YTD is trending in line with budget.

Line 10 Benefits: Includes employee insurance, workers compensation, payroll taxes, and education & training. YTD is trending in line with budget.

Line 13 Contractual Services: Includes software support and other contract services. Services are on an as-needed basis. YTD can trend under or over budget due to the timing of services needed. YTD is over budget due to fork lift repairs in September (\$3.1K).

Line 14 Operations & Maintenance: Includes vehicle maintenance, vehicle fuel, operating supplies, and uniforms. YTD is trending over budget at 39% due to various thrift store supply purchases in July and the purchase of two swamp coolers in August for \$1.3K.

Line 17 Utilities (G&A): Includes electric and telephone expenses. YTD is trending over budget due to increased utilities in summer months.

Line 18 Office & Other Expenses: Includes advertising, bank charges and other miscellaneous expenses. YTD is trending in line with budget.

Line 21 Net Income: Net income in the Recycling Center is moved to Parks & Recreation Fund (Fund 5) at year-end during the audit through Board Discretionary Revenue.

Line 22 Capital Expenses: There is no activity YTD.



Helendale CSD
Statement of Revenues and Expenses - Property Rental
As of September 30, 2024
(Unaudited)
Preliminary Results - Subject to Change

	September 2024	YTD Actual	Budget	25% of Budget	PYTD
1 Operating Revenues					
2 Property Rental Revenues	\$ 12,199	\$ 36,708	\$ 146,388	25%	\$ 29,387
3 Other Income	33	138	-	0%	-
4 Board Discretionary Revenue	-	-	-	0%	-
5 Total Revenues	12,232	36,845	146,388	25%	29,387
6 Expenses					
7 Contractual Services	-	-	10,000	0%	4,840
8 Utilities	1,837	5,670	17,203	33%	5,331
9 Operations & Maintenance	30	2,885	13,400	22%	730
10 Debt Service	-	-	53,088	0%	-
11 Capital Expenses	-	-	-	0%	-
12 Total Expenses	1,867	8,555	93,690	9%	10,901
13 Net Income (Loss)	\$ 10,365	\$ 28,291	\$ 52,698	54%	\$ 18,486

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Fund 04-Property Rental Revenues and Expenses

Line 2 Property Rental Revenues: Includes revenue for 15302 Smithson and 15425 Wild Road properties. YTD is trending in line with budget.

Line 3 Other Income: Includes penalties and other miscellaneous income; due to the unexpected nature of these revenues these accounts are not budgeted.

Line 4 Board Discretionary Revenue: This line shows the transfer of net cash from the Property Rental Fund (Fund 04) to Parks & Recreation Fund (Fund 05) at year-end during the audit.

Line 7 Contractual Services: Includes contractor and handyman expenses for installation of appliances, drywall repair, roofing, or plumbing repairs. Services are on an as-needed basis. YTD can trend under or over budget due to the timing of services needed. There is no activity YTD.

Line 8 Utilities: Includes electric & gas expense for the rental properties. YTD is trending over budget at 33% due to increased utility use in the summer months.

Line 9 Operations & Maintenance: Includes maintenance and other costs relating to the rental properties. YTD is trending over budget at 22% due to maintenance supply purchases for Wild Road.

Line 10 Debt Service: Includes interest and principal payments on outstanding debt. YTD can trend over/under budget due to the timing of payments. Payments occur bi-annually in December and June.

Line 11 Capital Expenses: There is no activity YTD.

Line 13 Net Income: Net income in the Property Rental Fund (Fund 04) is moved to the Parks & Recreation Fund (Fund 05) through Board discretionary revenue at year-end for the audit.



Helendale CSD
Statement of Revenues and Expenses - Parks & Recreation
As of September 30, 2024
(Unaudited)

Preliminary Results - Subject to Change

	September 2024	YTD Actual	Budget	25% of Budget	PYTD
1 Operating Revenues					
2 Program Fees	\$ 3,065	\$ 18,679	\$ 38,000	49%	\$ 21,203
3 Property Taxes	1,746	5,239	23,000	23%	5,114
4 Donations & Sponsorships	440	6,995	-	0%	5,314
5 Rental Income	1,465	9,394	24,075	39%	9,482
6 Developer Impact Fees	-	8,600	6,880	125%	8,600
7 Grants	-	-	-	0%	-
8 Interfund Transfer In/(Out)	(5,964)	(17,893)	(71,571)	25%	(10,525)
9 Board Discretionary Revenue	22,746	59,389	459,818	13%	63,851
10 Miscellaneous Income (Expense)	-	-	-	0%	1,924
11 Total Revenues	23,498	90,402	480,202	19%	104,963
12 Expenses					
13 Salaries & Benefits					
14 Salaries	1,982	3,911	32,200	12%	20,342
15 Benefits	14	459	3,960	12%	6,650
16 Total Salaries & Benefits	1,995	4,370	36,160	12%	26,992
17 Program Expense	14,078	25,749	75,765	34%	18,979
18 Contractual Services	6,665	29,650	103,775	29%	4,100
19 Utilities	5,342	13,971	69,588	20%	24,886
20 Operations & Maintenance	7,813	17,512	29,789	59%	19,020
21 Permits & Fees	-	-	1,733	0%	-
22 Grant Expense	-	-	-	0%	-
23 Other Expenses	-	-	900	0%	549
24 Total Expenses	35,894	91,251	317,709	29%	94,524
25 Net Income (Loss) Before Capital	(12,396)	(849)	162,493	-1%	10,438
26 Capital Expenses	-	(63,200)	(176,000)	36%	(18,295)
27 Net Income (Loss) After Capital	\$ (12,396)	\$ (64,049)	\$ (13,507)		\$ (7,857)

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Fund 05-Parks & Recreation Revenues and Expenses

Line 2 Program Fees: Includes recreation program fees, basketball league fees, youth soccer league fees and farmer's market revenue. YTD is trending over budget at 49% due to the increase in registrations for fall sports.

Line 3 Property Taxes: Includes the transfer of property taxes for streetlight utility expenses. YTD is trending in line with budget.

Line 4 Donations & Sponsorships: Includes concert in the park sponsorships, event sponsorships and other donations/sponsorships. YTD activity includes a \$5.6K donation from American Legion, \$100 donation for the July concert and \$75 donation for flag football in August.

Line 5 Rental Income: Includes rental income from the water shop, storage for the recycling center, community center room rental, church rental, and gymnastics rental. YTD is trending over budget at 39% due to annual park field rental revenue received in August.

Line 6 Developer Impact Fees: Includes park development impact fees charged to new developments. This account is budgeted based on known development. As such, this account will go over budget if more development takes place. YTD is over budget as development has exceeded anticipated levels.

Line 7 Grant Revenue: There is no grant activity YTD.

Line 8 Interfund Transfer Out/(In): This line shows the year end transfer of cash balance from the Recycling Center (Fund 03) and Property Rental (Fund 04) to the Parks & Recreation Fund (Fund 05), as well as the monthly repayment of the interfund loan from Sewer to Parks.

Line 9 Board Discretionary: Board Discretionary Revenue in July includes the following:

- Radio Tower Site Rent – \$13,952
- Property Taxes – \$0
- Solid Waste Franchise Fees – \$10,541
- Transfer Property Tax Revenue for Street Light Utilities – \$(1,746)

Line 10 Miscellaneous Income/(Expense): Includes gain or loss on sale of assets and other miscellaneous income. There is no activity YTD.

Line 14 Salaries: Includes part-time Parks and Recreation employees. YTD is trending under budget at 12%.

Line 15 Benefits: Includes health insurance, CalPERS retirement, worker's compensation insurance, payroll taxes, and employee education & trainings. YTD is trending under budget at 12% due to less benefit expenses for part time employees.

Line 17 Program Expense: Includes supplies and expenses for the youth soccer league, park, community center, Farmer's Market, and other programs. YTD is trending over budget due to timing of fall sports programs.

Line 18 Contractual Services: Includes software support and other contract services. These expenses are on an as-needed basis and can trend over/under budget. YTD is trending over budget at 29% due to October landscaping services paid at the end of the current month.

Line 19 Utilities: Includes gas and electric for parks and the community center, along with telephone & electricity for street lighting. YTD is trending under budget at 17% due to timing of utility payments.

Line 20 Operations & Maintenance: Includes vehicle maintenance, small tools, vehicle fuel and building repair for the park and community center. YTD can trend over/under budget due to need and the timing of services. YTD is trending over budget at 59% due to several expenses:

- \$4.5K Evap Cooler Install – Unit D Community Center
- \$2.7K park maintenance supplies
- \$1.2K safety socket box
- \$1.7K remove/install park meter panel
- \$1.6K irrigation parts

Line 21 Permits & Fees: Includes permit and inspection fees, along with San Bernardino County fees. There is no activity YTD.

Line 22 Grant Expense: There is no grant activity YTD.

Line 23 Other Expenses: Includes uniforms, printing costs, dues & subscriptions, and bank charges. There is no activity YTD.

Line 26 Capital Expenses: YTD balance in capital expenses includes the following:

- \$63.2K – Lighting for Baseball and sports fields



Helendale CSD
Statement of Revenues and Expenses - Solid Waste Disposal
As of September 30, 2024
(Unaudited)

Preliminary Results - Subject to Change

	September 2024	YTD Actual	Budget	25% of Budget	PYTD
1 Operating Revenues					
2 Charges for Services	\$ 59,041	\$ 176,793	\$ 708,761	25%	\$ 168,375
3 Assessments & Fees	431	4,017	245,096	2%	4,294
4 Other Charges	2,149	10,630	25,460	42%	7,346
5 Grant Revenue	-	67,672	-	0%	-
6 Board Discretionary Revenue	-	-	-	0%	-
7 Miscellaneous Income (Expense)	-	-	-	0%	-
8 Total Revenues	61,622	259,112	979,316	26%	180,016
9 Expenses					
10 Salaries & Benefits					
11 Salaries	1,473	11,868	51,584	23%	21,792
12 Benefits	922	4,934	20,312	24%	9,109
13 Total Salaries & Benefits	2,395	16,802	71,896	23%	30,901
14 Contractual Services	58,662	117,319	694,752	17%	163,898
15 Disposal Fees	12,546	33,501	173,000	19%	19,425
16 Operations & Maintenance	130	320	2,650	12%	518
17 Other Operating Expenses	51	219	5,090	4%	1,239
18 Admin Allocation	1,140	3,420	13,682	25%	3,138
19 Total Expenses	74,925	171,582	961,070	18%	219,119
20 Net Income (Loss) Before Capital	(13,302)	87,530	18,246		(39,103)
21 Capital Expenses	-	(67,672)	-	0%	-
22 Net Income (Loss) After Capital	\$ (13,302)	\$ 19,858	\$ 18,246		\$ (39,103)

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Fund 06-Solid Waste Disposal Revenues and Expenses

Line 2 Charges for Services – Solid Waste: Includes regular pick up of solid waste. YTD is trending in line with budget.

Line 3 Assessment & Fees: Includes special assessments for refuse land use fees for current & prior years. YTD can trend over/under budget due to the timing of receipts which are usually received in April and December. YTD is trending under budget at 1%.

Line 4 Other Charges: Includes delinquent fees and penalties on delinquent taxes. YTD is trending over budget at 33% due to more delinquent fees, penalties, and recycling revenue than anticipated.

Line 5 Grant Revenue: YTD activity includes reimbursement from CalRecycle for the purchase of a brush chipper.

Line 6 Board Discretionary Revenue: This is the amount that would be transferred in from discretionary funds if this fund operates at a deficit for the FY.

Line 7 Miscellaneous Income/(Expense): Includes gain or loss on sale of assets and other miscellaneous income. There is no activity YTD.

Line 11 Salaries: Includes salaries for solid waste employees. YTD is trending in line with budget.

Line 12 Benefits: Includes employee insurance, CalPERS retirement, workers compensation, payroll taxes, and education & training. YTD is trending in line with budget.

Line 14 Contractual Services: Includes Burrtec fees and other miscellaneous contract services. YTD can trend over/under budget due to need and the timing of services and fees. YTD is trending under budget at 17%.

Line 15 Disposal Fees: Includes San Bernardino County disposal fees and green waste disposal fees. YTD is trending under budget at 19%.

Line 16 Operations & Maintenance: Includes vehicle maintenance, vehicle fuel, operating supplies, and uniforms. YTD can trend over/under budget due to need and the timing of services. YTD is trending under budget at 12% due to less maintenance and fuel costs than anticipated.

Line 17 Other Operating Expenses: Includes rent for park storage, telephone, postage, event expenses, public outreach, printing, small tools, and bad debt expenses. YTD is trending under budget at 4%.

Line 18 Admin Allocation: This is the monthly distribution of the budgeted Administration Fund (Fund 10) expenses to the enterprise funds.

Line 21 Capital Expenses: YTD balance in capital expenses includes \$67.7K for a brush chipper. This purchase was funded by grant proceeds from CalRecycle.



Helendale CSD
Statement of Revenues and Expenses - Administration
As of September 30, 2024
(Unaudited)

Preliminary Results - Subject to Change

	September 2024	YTD Actual	Budget	25% of Budget	PYTD
1 Operating Revenues					
2 Tower Rent	\$ 13,952	\$ 32,273	\$ 198,909	16%	\$ 41,063
3 Property Taxes	-	2,078	125,742	2%	2,110
4 Solid Waste Billing & Fees	17,862	51,844	190,781	27%	45,773
5 Fees & Charges	3,096	9,656	28,500	34%	9,232
6 Investment income	25,717	80,145	80,000	100%	36,739
7 Other Income	-	775	200	388%	(6)
8 Board Discretionary Revenue	(24,493)	(64,628)	(423,818)	15%	(68,965)
9 Total Revenues	36,134	112,143	200,314	56%	65,946
10 Expenses					
11 Salaries & Benefits					
12 Salaries	53,955	158,543	669,796	24%	174,221
13 Benefits	20,369	114,015	317,371	36%	100,458
14 Directors' Fees	5,145	6,643	47,500	14%	13,016
15 Total Salaries & Benefits	79,469	279,201	1,034,667	27%	288,387
16 Contractual Services	24,143	119,915	270,482	44%	110,588
17 Insurance	-	82,416	120,862	68%	23,768
18 Utilities	2,329	5,758	22,140	26%	6,904
19 Operations & Maintenance	718	1,266	5,150	25%	962
20 Permits & Fees	60	10,101	14,850	68%	10,825
21 Office & Other Expenses	6,825	22,378	96,860	23%	15,731
22 Election Expense	-	-	3,500	0%	-
23 Administrative Allocation	(114,016)	(342,049)	(1,368,196)	25%	(313,843)
24 Total Expenses	(472)	178,986	200,315	89%	143,321
25 Net Income (Loss) Before Capital	36,606	(66,843)	-		(77,376)
26 Capital Expenses	-	-	-	0%	-
27 Net Income (Loss) After Capital	\$ 36,606	\$ (66,843)	\$ -		\$ (77,376)

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Fund 10-Administrative Revenues and Expenses

Line 2 Tower Rent: Includes radio tower site rental fees. YTD is trending under budget at 16% due to the timing of radio tower payment receipts.

Line 3 Property Taxes: Includes current & prior property tax and penalties. YTD can trend over/under budget due to the timing of property tax collections, with a majority being received in December and April. YTD is trending under budget at 2%.

Line 4 Solid Waste Billing & Fees: Includes franchise fees and billing for solid waste. YTD is trending in line with budget.

Line 5 Fees & Charges: Includes credit card processing fees and other miscellaneous fees. YTD is trending over budget at 34%.

Line 6 Investment Income: Includes investment income and unrealized gain or loss on investments. YTD is trending over budget at 100% due to the investment in California Cooperative Liquid Assets Security System (CA CLASS) account yielding higher interest returns.

Line 7 Other Income: Other Income includes recycling revenues and other miscellaneous income. YTD activity includes \$775 for a CSDA reimbursement.

Line 8 Board Discretionary Income: Includes the transfer of the following for Parks and Recreation Fund (Fund 05):

- Radio Tower Site Rent – \$13,952
- Property Taxes – \$0
- Solid Waste Franchise Fees – \$10,541

Line 12 Salaries: Includes full time, part time & overtime for administrative employees. YTD is trending in line with budget.

Line 13 Benefits: Includes employee insurance, CalPERS retirement, workers compensation, payroll taxes, employee benefit & morale and education & training. YTD is trending over budget at 36% due to the annual PERS unfunded liability payment in August.

Line 14 Directors' Fees: Includes directors fees as well as directors training, seminars, and mileage expense. YTD is trending under budget at 14%.

Line 16 Contractual Services: Includes software support, legal services, and auditing & accounting services. YTD is trending over budget at 44% due to increased Insite transaction fees related to credit card processing transactions and annual software support renewals.

Line 17 Insurance: Includes both general liability and vehicle insurance expenses. YTD is trending over budget at 68% due to the timing of annual insurance policy renewals.

Line 18 Utilities: Includes telephone and electricity expenses. YTD is trending in line with budget.

Line 19 Operations & Maintenance: Includes vehicle maintenance, vehicle fuel, mileage & travel reimbursement, uniforms, and equipment maintenance. YTD can trend over/under budget due to need and the timing of services. YTD is trending in line with budget.

Line 20 Permits & Fees: Includes the annual LAFCO fees, the GFOA application fee for the budget award, and San Bernardino County fees. YTD is trending over budget at 68% due to the timing of annual LAFCO fees.

Line 21 Office & Other Expense: Includes board meeting supplies, public relations, community promotion, bank charges, office supplies, postage, and dues & subscription. YTD is trending in line with budget.

Line 22 Election Expense: Includes the cost of elections. There is no activity YTD.

Line 23 Admin Allocation: This is the monthly distribution of the budgeted Administration Fund (Fund 10) expenses to the enterprise funds.

Line 26 Capital Expenses: There is no activity YTD.



Helendale Community Services District

DATE: November 7, 2024
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #6
Discussion and Possible Action Regarding Approval of Directors' Expense Reports

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.

**BOARD COMPENSATION REPORT
ROLLING 12-MONTHS**

Name	Title	Type	11 2023	12 2023	1 2024	2 2024	3 2024	4 2024	5 2024	6 2024	7 2024	8 2024	9 2024	10 2024	TOTAL	
Spiller	President	Compensated	9	5	8	8	5	9	7	7	9	9	9	10	9	104
		Non-Comp	1	0	4	2	3	1	3	2	2	1	1	1	1	1
Clark	Vice Presidenet	Compensated	4	0	2	3	5	5		4		2	2	3	3	29
		Non-Comp		0	0	0	0	0		0	0		0	0	0	0
Haas	Secretary	Compensated	5	2			2	5	4	5	2	3	3	4		38
		Non-Comp		0			1	0	0	0	0	0	0	0	0	0
Cardenas	Director	Compensated	0	1	2	5	3	4	2	1	1	2	2	1		23
		Non-Comp	6	1	3	2	4	2	1	1	1	4	2	2	3	
Guinn	Director	Compensated					5	10	3	7	6	7	7	2	1	41
		Non-Comp					2	4	2	6	2	0	0	1	1	18

HELENDALE COMMUNITY SERVICES DISTRICT BOARD MEMBER EXPENSE VOUCHER

Pay Period Ending

Name

Gail Gunn

Date	Event	Expense Description/Explanation	Miles	Meals	Lodging	Other Expense	Reimburse Y/N	Phone Call Y/N	Expense Category
9/9/24	Description of Public Benefit	<i>ESDA Indian wells conf</i>	<i>127</i>	\$	\$	\$	<i>Y</i>	<i>N</i>	<i>E</i>
	Description of Public Benefit	<i>CSDA Training program</i>							
9/10/24	Event	<i>ESDA Indian wells conf</i>		\$	\$	\$	<i>Y</i>	<i>N</i>	<i>E</i>
	Description of Public Benefit	<i>Training program</i>							
9/11/24	Event	<i>ESDA Indian wells conf</i>		\$	\$	\$	<i>Y</i>	<i>N</i>	<i>E</i>
	Description of Public Benefit	<i>Training program</i>							
9/14/24	Event	<i>Concert in Park</i>		\$	\$	\$	<i>N</i>	<i>N</i>	<i>B C</i>
	Description of Public Benefit	<i>ASB CSD</i>							
9/16/24	Event	<i>CSD networking event</i>		\$	\$	\$	<i>Y</i>	<i>N</i>	<i>J</i>
	Description of Public Benefit								
			Total Miles	\$	\$	\$	Total # of Compensable Meetings	Meeting Total	Total
			<i>127</i>				<i>4</i>		<i>\$600.00</i>

Signature

Date

10/5/24

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 BOARD MEMBER EXPENSE VOUCHER

Name: Gail Gunn Pay Period Ending _____

Date	Event	Expense Description/Explanation	Miles	Meals	Lodging	Other Expense	Reimburse Y/N	Phone Call Y/N	Expense Category
9/17/24	Event	Mtg w/ GM		\$	\$	\$	Y	N	G
	Description of Public Benefit	District operations							
9/19/24	Event	Public Board Mtg		\$	\$	\$	Y	N	A
	Description of Public Benefit	Regularly scheduled Board Mtg							
9/30/24	Event	Mtg w/ GM		\$	\$	\$	Y	N	G
	Description of Public Benefit	District operations							
10/3/24	Event	Public Board Mtg		\$	\$	\$	Y	N	A
	Description of Public Benefit	District operations							
10/3/24	Event	BNSF update	54	\$	\$	\$	N	N	G
	Description of Public Benefit	interests in matters affecting District							
			Total Miles	Total Meals	Total Lodging	Total Other Expense	Total # of Compensable Meetings	Meeting Total	Total
			54	\$	\$	\$	4	\$600.00	\$

Signature: Gail Gunn Date: 10/15/24

- 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 BOARD MEMBER EXPENSE VOUCHER

Name: HENRY SPILLER Pay Period Ending: 10-22-2024

Date	Event	Description/Explanation	Miles	Meals	Lodging	Other Expense	Reimburse Y/N	Phone Call Y/N	Expense Category
10/1/24	Description of Public Benefit	Pre Board Meeting		\$	\$		Y	-	G
10/2/24	Event	Review of issues discussed at open Board		\$			Y	-	C
10/3/24	Description of Public Benefit	Farmers Market		\$			Y	-	C
10/5/24	Event	Rep @ public event		\$			Y	-	A
10/10/24	Description of Public Benefit	Public Meeting governed by the Brown Act		\$			Y	-	C
10/12/24	Event	Soccer Event		\$			N	-	C
10/12/24	Description of Public Benefit	Rep @ public event		\$			Y	-	C
10/12/24	Event	Manx Event and Soccer		\$			Y	-	C
10/12/24	Description of Public Benefit	Rep @ public event		\$			Y	-	C

Total Miles: — Total Meals: — Total Lodging: — Total Other Expense: — Total # of Compensable Meetings: 54 Meeting Total: \$ 750 Total: \$ 750

Signature: Henry Spiller Date: 10-30-24

- 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
HENRY SPILLER Pay Period Ending *10-22-24*

Date	Event	Expense Description/Explanation	Miles	Meals	Lodging	Other Expense	Reimburse Y/N	Phone Call Y/N	Expense Category
10/15/24	Description of Public Benefit	<i>Pre Board Meeting</i>		\$	\$		<i>Y</i>	<i>-</i>	<i>G</i>
10/16/24	Description of Public Benefit	<i>Review of issues discussed at Open Board</i>		\$	\$		<i>Y</i>	<i>-</i>	<i>C</i>
10/17/24	Description of Public Benefit	<i>Board Meeting</i>		\$	\$		<i>Y</i>	<i>-</i>	<i>A</i>
10/26/24	Description of Public Benefit	<i>Public Meeting governed by the Brown Act</i>		\$	\$		<i>Y</i>	<i>-</i>	<i>B</i>
10/30/24	Description of Public Benefit	<i>Rep@ public event</i>		\$	\$		<i>Y</i>	<i>-</i>	<i>C</i>
			Total Miles	Total Meals	Total Lodging	Total Other Expense	Total # of Compensable Meetings	Meeting Total	Total
			<i>--</i>	<i>--</i>	<i>--</i>	<i>--</i>	<i>5</i>	<i>\$ 750</i>	<i>\$ 750</i>

[Signature] _____ Date *10-30-24*

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



Helendale Community Services District

Date: November 7, 2024
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #7
Discussion and Possible Action Regarding Adoption of Resolution 2024-17: A Resolution of the Board of Directors of the Helendale Community Services District Approving Award of a Sole Source Contract to AMS Solar Power for a 77.935KW Solar Roof Project

STAFF RECOMMENDATION:

Staff seeks input from the Board regarding the proposed resolution and contract for solar.

STAFF REPORT:

At the Board meeting of October 17, it was requested that the Board have the opportunity to review the contract documents prior to considering approval of the proposed sole source contract. Counsel and Staff have completed that effort and the documents are included in this agenda packet.

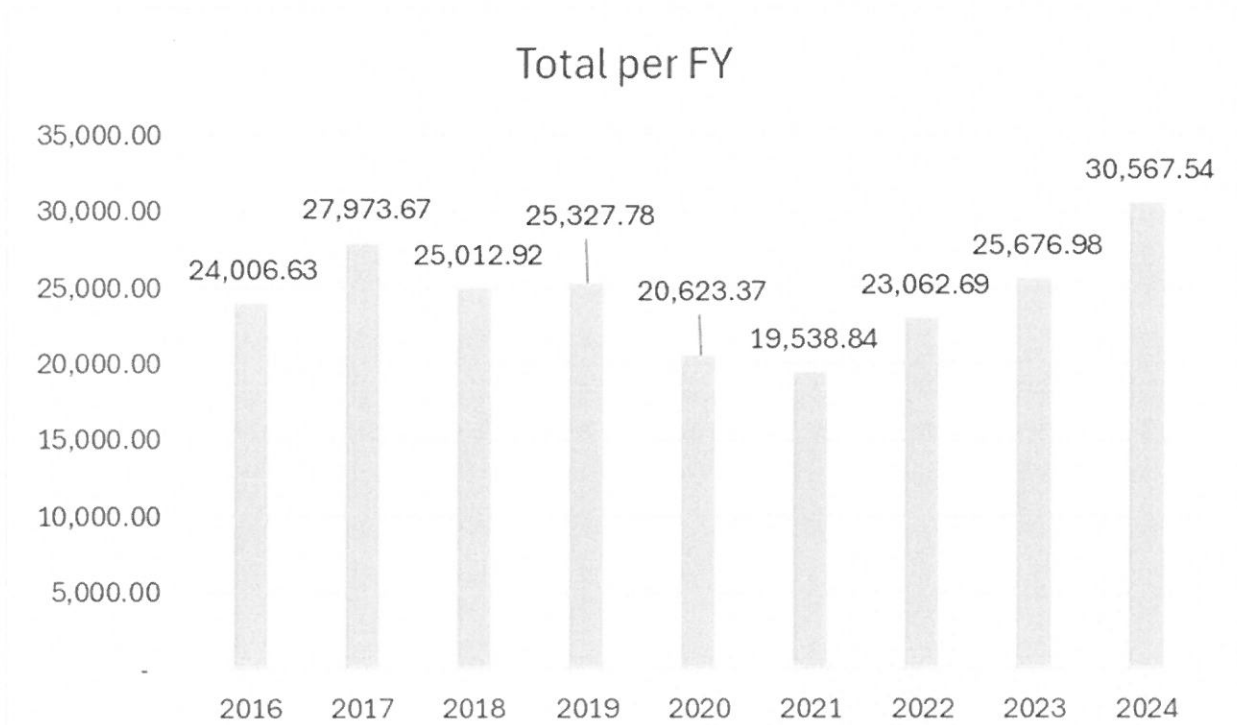
The Board had asked Staff to check references. Staff sent out three inquiries and received two responses back. Both were very favorable.

BACKGROUND:

A potential solar option was discussed at the Board meeting of August 15th and again on October 17th. At the August meeting, the Board President formed an Ad Hoc Committee comprised of Director Cardenas and Vice President Clark to review the proposal. The Committee met on 9/13 and again on 10/11 and thoroughly evaluated the various potential options. The Ad Hoc Committee determined that the roof-mounted option for the Community Center with battery back-up should be brought back to the full Board for discussion. Further the Committee requested that the consultant revisit the proposal for any possible cost savings. The annual maintenance yielded a reduction from \$7150 to \$3400, however, no additional cost reductions were available to the District. The proposal was reviewed by a third-party subject matter expert who expressed that the proposal appeared to be fair and reasonable in size and cost for the proposed application.

The proposal for the 77.935kW system includes the installation of 143 panels on the roof with one battery for a total cost of \$314,627.75. Annual maintenance would cost \$3,400 per year. Based upon the proforma, the payback is 11 years, however, the estimate is based upon a 3.4% annual increase in energy costs. The last several years SCE has raised their rates more than 3.4% per year. The attached graph reflects the annual costs between FY16 to FY24. In FY 2016 the District paid

\$0.27 for On-Peak per kilowatt hour (kWh) compared to FY24 we paid \$0.849 On-Peak costs per kWh.



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

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

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

PREVIOUS EFFORTS: Over the past 15 years, Staff has evaluated several solar solutions in an effort to offset the uncontrolled increases granted regularly for Southern California Edison. On a few occasions the Board has discussed possible solar solutions. Prior to the Board discussion on August 15th of this year, the last discussion was in November 2021 with project proponents, Engie North America, Inc. who was proposing a Program Development Agreement with the Board for the

development of a District-wide solar solution with a lease/buy-out option after 20 years with a total project cost options between \$2.5-\$4 million dollars.

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

FISCAL IMPACT: \$314,627.75

POSSIBLE MOTION: Adopt Resolution 2024-17 authorizing the sole source contract with AMS Solar in an amount not to exceed \$314,627.75

ATTACHMENTS: Resolution 2024-17
Contract documents
AMS Solar Proposal



RESOLUTION NO. 2024-17

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
HELENDALE COMMUNITY SERVICES DISTRICT
APPROVING AWARD OF A SOLE SOURCE CONTRACT
TO AMS SOLAR POWER FOR
77.935 KW SOLAR ROOF PROJECT**

WHEREAS, the Helendale Community Services District (“District”) is a Community Services District organized and operating pursuant to California Government Code Section 61000 et seq.;

WHEREAS, the District is subject to Public Contracts Code Section 20682.5(b), which provides that “[a]ll contracts for the construction of completion of any building, structure, or improvement, when the cost exceeds \$25,000 shall be contracted for and let to the lowest responsible bidder after notice”;

WHEREAS, it is well-settled that exceptions to the competitive bidding requirement exist in the event that the specific facts and circumstances surrounding the particular work is such that the services sought for the proposed project are unique to a single contractor and the public agency must use such specialized services for efficient and effective completion thereof [see, e.g., Hiller v. City of Los Angeles (1962) 197 Cal. App. 2d 685, 17 Cal. Rptr. 579], or that engaging in the process would be undesirable or impracticable as a matter of public interest because a delay would result that would operate to undermine the public benefits to be gained by the proposed project [see, e.g., Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal. App. 3d 631, 164 Cal. Rptr. 56];

WHEREAS, on September 5, 2024, the District’s Board of Directors (“Board”) adopted revised Purchasing Policies and Procedures for the District (“the Purchasing Policy”) which updated bidding and contract procedures as part of the District’s Rules and Regulations so as to provide guidance and direction to the District’s staff in obtaining outside services for projects initiated by the District;

WHEREAS, Section 5 of the Purchasing Policy provides that the District must comply with the competitive bidding requirements of Public Contract Code Section 20682.5 with respect to contracts for the construction or completion of any building, structure, or improvement when the cost exceeds \$25,000;

WHEREAS, pursuant to legally-recognized exceptions to competitive bidding requirements, Section 7(D) of the Purchasing Policy provides that the District may procure services on a negotiated basis “when Competitive Bidding would fail to produce an advantage and/or when the advertisement for Competitive Bidding would be undesirable, impractical, or impossible, including when the Board has determined after due consideration of the totality of circumstances that the public interest is better served by avoiding demonstrable delays in the Purchase that would be caused by Competitive Bidding”;

WHEREAS, pursuant to legally recognized exceptions to competitive bidding requirements, Section 7(C) of the Purchasing Policy further provides that the District may procure services on a negotiated basis for any project in which a “Sole Source Contractor” has been designated;

WHEREAS, for purposes of Section 7(C) of the Purchasing Policy, the term “Sole Source Contractor” is defined in Section 2(O) thereof as “a contractor or consultant that has been evaluated to provide unique or specialized Services or Supplies that cannot be obtained from other contractors or consultants,” which designation must be approved by the Board;

WHEREAS, the facts, circumstances, and challenges surrounding the proposed installation of the 77.935 kW Solar Project (“the Project”), as described in the staff report attached hereto and incorporated herein (“the Staff Report”), supports a determination by the District’s Board of Directors that imposing a formal competitive bidding requirement for the construction of the proposed Project would be undesirable or impracticable; and

WHEREAS, as further described in the Staff Report, AMS Solar Power possesses unique background and knowledge of the roof of the District’s building and existing infrastructure that would be impacted and utilized in connection with the proposed Project, and AMS Construction has performed all prior roof repair services for the District in a timely manner and with high-quality workmanship that has been accepted by both the District and other local governmental agencies possessing regulatory oversight.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Helendale Community Services District that, based upon the unique facts and circumstances described in the Staff Report and other evidence presented to the Board, the Board hereby finds and determines that construction of the Project is exempt from any otherwise-applicable formal competitive bidding requirement pursuant to Section 7(D) of the Purchasing Policy because compliance therewith would be undesirable and impracticable as a matter of public interest.

BE IT FURTHER RESOLVED that the Board hereby finds and determines that AMS Solar Power be designated as a Sole Source Contractor for the Project pursuant to Section 7(C) of the Purchasing Policy. The Board reserves the right to withdraw this designation in its entirety, or to suspend this designation on a project-by-project basis, in the exercise of its sole discretion.

BE IT FURTHER RESOLVED that the Board hereby approves construction of the Project, and authorizes the award of a contract for the construction thereof to AMS Solar Power for a price not to exceed \$ _____, based upon the recommendations of the District’s General Manager in the Staff Report, as well as the oral and written statements presented to, and considered by, the District’s Board of Directors prior to adoption of this Resolution.

ADOPTED this 7th day of November, 2024.

AYES:

NOES:

ABSTAIN:

ABSENT:

Henry Spiller, President, Board of Directors

ATTEST:

Clerk of the Board of Directors

**AGREEMENT FOR THE CONSTRUCTION OF THE
77.935 KW SOLAR ROOFING PROJECT**

As of November 7, 2024, HELENDALE COMMUNITY SERVICES DISTRICT, a public agency (herein “District”), and AMS SOLAR POWER, INC., a California corporation (herein “Contractor”), agree as follows:

GENERAL

SECTION 1. SCOPE OF WORK

Contractor will furnish labor, equipment, and materials, and will perform work, for the construction of the facilities described in the Contract Documents set forth in Section 4 below.

SECTION 2. CONSIDERATION

District shall pay Contractor a total sum not to exceed the prices set forth in Contractor’s proposal dated October 14, 2024 (“Proposal”), for the performance of the work.

SECTION 3. PAYMENTS

(a) Upon Satisfactory Completion of the work, Contractor shall submit an invoice therefor to District. The District shall review the invoice as soon as practicable to determine whether the payment request is proper based upon the approved Schedule of Values contained in the Proposal. A payment request found not to be a proper payment shall be returned within seven days after receipt accompanied by a written description of the reasons why the request is not proper.

(b) Within thirty days after receipt of a proper invoice, the District shall pay Contractor the amount due in accordance with this Agreement.

(c) For purposes of this Agreement, “Satisfactory Completion” occurs on the acceptance by the governing body of the District.

SECTION 4. CONTRACT DOCUMENTS

The complete contract includes the Contract Documents set forth herein, to wit: this Agreement, the Proposal, the Payment Bond, the Performance Bond, the Workers’ Compensation Certificate, the Non-Collusion Declaration, the Certificate of Insurance, any Plans and Specifications, and any Addenda.

SECTION 5. COMPLIANCE WITH PROVISIONS OF LAW

(a) The District is subject to laws relating to public agencies which are part of this contract as though fully set forth herein.

(b) Contractor shall comply with all applicable laws relating to the work.

SECTION 6. ATTORNEYS' FEES

The Court shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party in an action or proceeding to enforce this Agreement.

SECTION 7. NOTICES

Notices required or permitted shall be given by personal delivery, by first class mail, postage prepaid, or facsimile transmission:

To Contractor: AMS Solar Power, Inc.
1285 Columbia Avenue, Building A
Riverside, CA 92507

To District: Helendale Community Services District
26540 Vista Road, P.O. Box 359
Helendale, CA 92342

SECTION 8. CONFLICT WITH PLANS AND SPECIFICATIONS

Conflict between the plans and specifications and this contract shall be brought to the attention of the District which shall resolve such conflict.

SECTION 9. ASSIGNMENT

Contractor shall not assign this contract or payments under this contract.

SECTION 10. SECTION HEADINGS

Section headings are for the convenience of the parties and shall not affect the interpretation of this contract.

SECTION 11. AUTHORITY OF DISTRICT REPRESENTATIVE

District's representative shall decide questions about the quality or acceptability of materials furnished and work performed, manner of performance and rate of progress of the work, the interpretation of the plans and specifications and the fulfillment of the contract by Contractor.

WAGES, HOURS, AND WORKING CONDITIONS

SECTION 12. PREVAILING WAGES

(a) A determination of the general prevailing rates of per diem wages and holiday and overtime work where the work is to be performed is on file at the District's offices. Contractor and subcontractors will not pay less than the prevailing rates of wages. Contractor will post one copy of the prevailing rates of wages at the job site.

(b) Contractor shall forfeit as penalty to the District the sum set forth in Labor Code Section 1775 for each calendar day or portion thereof for each workman paid less than the prevailing rates under the contract or any subcontract.

SECTION 13. TRAVEL AND SUBSISTENCE PAYMENTS

Travel and subsistence payments shall be paid to each worker as defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations for the particular craft, classification or type of work.

SECTION 14. HOURS OF WORK

(a) Eight hours labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times the basic rate of pay for work in excess of eight hours during a calendar day or forty hours during a calendar week of the foregoing hours.

(b) Contractor shall keep and make available an accurate record showing the name each of each worker and hours worked each day and each week by each worker.

(c) As a penalty to the District, Contractor shall forfeit twenty-five dollars for each worker, including subcontractor's work, for each day the worker works more than eight hour or each week the worker works more than forty hours.

SECTION 15. APPRENTICES

Contractor shall comply with the Labor Code concerning the employment of apprentices.

SECTION 16. SUBCONTRACTORS

(a) Contractor shall comply with the *Subletting and Subcontracting Fair Practices Act* of the Public Contracts Code.

(b) Contractor shall submit to District the following information:

- (i) The name and location of the place of business of each subcontractor performing work, labor or rendering construction services, and each subcontractor licensed by the State of California specially fabricating and installing improvements according to detailed drawings or the plans and specifications, in an amount in excess of one-half of one percent of the Contractor's total bid.
- (ii) The portion of the work to be done by each subcontractor.

SECTION 17. NON-DISCRIMINATION

The Contractor shall not refuse to employ or promote any person, and shall not discriminate against any person with respect to compensation or terms and conditions of employment, and shall not discipline or discharge any person employed because of the person's race, religion, creed, color, national origin, ancestry or sex. The Contractor shall not refuse to accept otherwise qualified employees as indentured apprentices solely on the grounds of race, religion, creed, color, national origin, ancestry or sex.

SECTION 18. SAFETY

Contractor and subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under the *Contract Work Hours and Safety Standards Act*, as set forth in Title 29, C.F.R. and by the California Division of Industrial Safety.

SECTION 19. CHARACTER OF WORKERS

Only competent workers shall be employed on the work. Workers who are incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fail to perform work properly and acceptably, shall be immediately removed from the work by the Contractor and not re-employed.

INSURANCE, INDEMNIFICATION AND BONDS

SECTION 20. INSURANCE

(a) Before beginning the performance of the work, Contractor shall purchase and maintain insurance to protect the Contractor and the District from claims: (i) arising from Contractor's operations under the contract by the Contractor, a subcontractor or anyone employed by them, or anyone for whose acts any of them may be liable; (ii) under workers' compensation, disability benefits and other similar benefits acts; (iii) for damages because of bodily injury, occupational sickness, or disease, or death of the Contractor's employees, or persons other than the Contractor's employees; (iv) for damages insured by usual personal injury liability coverage sustained by a person as a result of an offense related to employment of such person by the

Contractor, or other persons; (v) for damages, other than the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (vi) for damages because of bodily injury, death of a person or property damages arising from ownership, maintenance or use of a motor vehicle; (vii) involving contractual liability insurance applicable to the Contractor's obligations; and (viii) for damage to work in progress.

(b) The insurance required shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever is greater. The insurance shall be purchased from companies authorized to do business in the jurisdiction where the project is located. Coverages shall be written on an occurrence basis without interruption from the date of commencement of the work until date of final payment or until termination of coverage required to be maintained after final payment. District, its officers, agents and employees shall be named as additional insured.

(c) Certificates of insurance executed by the carrier(s) and acceptable to the District and copies of the policy shall be filed with the District prior to the commencement of the work. The Certificates and the insurance policies shall provide the policies will not be canceled or allowed to expire until at least thirty days prior written notice has been given to the District. If the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

(d) Contractor shall require each subcontractor to maintain policies of insurance covering the hazards, and under the conditions mentioned above, and having the District, its officers, agents, volunteers and employees as additional insureds. Copies of the subcontractor's certificates of insurance and policies shall be filed with the District.

SECTION 21. INDEMNIFICATION

(a) Contractor shall indemnify and save the District, its officers, agents, volunteers and employees, free and harmless from costs, damages or liability, including attorneys' fees, arising out of any act or omission to act, including any negligent act or omission to act, by Contractor, its officers, agents, subcontractors and employees, with respect to the performance of the work and/or the Contractor's obligations under this Agreement.

(b) In addition to the foregoing, Contractor shall pay District costs, including attorneys' fees, incurred by the District in handling, responding to, or litigating stop notice claims or other demands against money due to the Contractor or against the Contractor's payment bond by Contractor's officers, agents, employees or subcontractors.

SECTION 22. PAYMENT BOND

(a) Before beginning the performance of the work, Contractor shall file a payment bond with the District for its approval and acceptance. The payment bond shall be in the sum of one

hundred percent (100%) of the contract price.

(b) The payment bond shall be in substantially the form of the bond attached hereto. The bond shall be executed by a representative of the surety having no financial interest in the contractor. The payment bond shall be separate and distinct from any other bond required by this contract. In addition to all other requirements imposed by law or by the Contract Documents listed in Section 4 of this Agreement, all surety companies executing bonds for the work to be performed hereunder shall possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance as defined in Section 105 of the California Insurance Code, and said sureties must also appear on the Treasury Department's most current list (Circular 570 as amended).

SECTION 23. PERFORMANCE BOND

(a) Before beginning the performance of the work, Contractor shall file a performance bond with the District for its approval and acceptance. The performance bond shall be in the sum of one hundred percent (100%) of the contract price. The bond shall be payable by surety or sureties to District if Contractor fails to fully perform his obligations hereunder.

(b) The performance bond shall be in substantially the form of the bond attached hereto. The bond shall be executed by a representative of the surety having no financial interest in the Contractor. The performance bond shall be separate and distinct from any other bond required by this contract. In addition to all other requirements imposed by law or by the Contract Documents listed in Section 4 of this Agreement, all surety companies executing bonds for the work to be performed hereunder shall possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance as defined in Section 105 of the California Insurance Code, and said sureties must also appear on the Treasury Department's most current list (Circular 570 as amended).

PERFORMANCE

SECTION 24. TIME FOR COMPLETION

(a) The work shall be completed within ten (10) months of the date first above written.

(b) If the work is not completed before this date, the District will suffer damage. It is impractical and infeasible to determine the amount of damage. The Contractor shall pay to the District, as fixed and liquidated damages and not as a penalty, the sum of \$200.00 each calendar day of delay. The Contractor and Contractor's surety shall be liable for the amount. The Contractor shall not be charged liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

(c) If the work is not completed before this date, the District will incur substantial damages which cannot be ascertained at this time. Contractor shall pay to District damages caused by Contractor's delay in completing the work.

(d) Within ten (10) days from the beginning of such delay, the Contractor shall notify the District in writing of the cause of the delay. District shall ascertain the facts and extent of the delay and extend the time for completing the work if in the District's judgment the findings justify an extension. The findings of fact shall be final and conclusive.

(e) The District may extend the time for completion if District determines such extension to be in the best interest of the District. If the District extends the time limit for the completion of the work at the request of the Contractor, for other than acts of God and situations beyond the control of both parties, such extension will increase the District's financial obligations incurred for engineering, inspection, supervision, incidental and overhead expenses directly chargeable to the contract and accruing during the period of extension. The Contractor shall reimburse District for such reasonable charges before the final payment.

(f) The District may deduct the liquidated damages from progress payments or from the final payment. The payment of progress payments shall not constitute a waiver of liquidated damages.

SECTION 25. ACTS OF GOD

Contractor is not responsible for the cost of repairing or restoring damage to the work exceeding five percent of the contract price and determined to have been proximately caused by earthquakes in excess of the magnitude of 3.5 on the Richter Scale and tidal waves, if damaged work is built in accordance with accepted and applicable building standards and the plans and specifications.

SECTION 26. UTILITY RELOCATION

(a) As between the parties, District is responsible for the timely removal, relocation or protection of existing main or truck line underground utility facilities located on the job site, if such utilities are not identified by the District in the plans and specifications. As to such unidentified utilities, Contractor shall be compensated for: the costs of relocation; repairing damage not due to the failure of Contractor to exercise reasonable care; removing or relocating such utilities not included in the plans and specifications with reasonable accuracy, and equipment on the project necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the project, when the delay is caused by the failure of the District or the owner of the utility to remove or relocate the facilities.

(b) The District is not required to indicate the presence of existing service laterals or appurtenances when the presence of such utilities on the work site can be inferred from other visible facilities, such as buildings, metering junction boxes, on or adjacent to the work site.

(c) Contractor shall immediately notify the District and utility in writing, if the Contractor discovers utility facilities not identified by the District in the contract plans and

specifications.

SECTION 27. PUBLIC CONVENIENCE

(a) Contractor's operation shall cause no unnecessary public inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the work or an approved detour shall be provided. Safe, adequate, continuous and unobstructed pedestrian and vehicular access shall be maintained to fire hydrants, residences, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, and hospitals, unless other arrangements are made satisfactory to the owners.

(b) Vehicular access to residential driveways shall be maintained to the property line, except when necessary construction precludes such access for reasonable periods of time.

(c) Grading operations, roadway excavation and embankment construction shall provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth even condition satisfactory for traffic.

(d) The Contractor shall comply with applicable state and local requirements for closure of streets. Contractor shall provide barriers, guards, lights, signs, temporary bridges, flagmen and watchmen advising the public of detours and construction hazards. Contractor shall comply with additional public safety requirements arising during construction. Contractor shall furnish and install, and upon completion of the work promptly remove, signs and warning devices.

(e) At least forty-eight hours in advance of closing or partial closing or of reopening any street, alley or other public thoroughfare, Contractor shall notify the police, fire, traffic and engineering departments of jurisdictional agencies involved and comply with their requirements.

SECTION 28. EXCAVATIONS

(a) Contractor shall submit for District approval, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of trenches five feet or more in depth. The plan shall be at least as effective as that required by the Construction Safety Orders of the California Division of Industrial Safety. If the plan varies from the shoring systems standards established by the Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

(b) At the close of each working day, Contractor shall completely backfill open excavation and cover the same with temporary asphalt mix in accordance with normal practice in the industry and the rules, regulations, laws and ordinance of the State of California and the San Bernardino County Public Works Department.

(c) If the work involves digging trenches or excavations extending deeper than four feet below the surface, the Contractor shall promptly, and before the conditions are disturbed, notify the

District, in writing, of any: (1) material the Contractor believes to be hazardous waste, as defined in Section 25117 of the Health and Safety Code, and required to be removed to a Class I, Class II, or Class III disposal site; (2) subsurface or latent physical conditions at the work site differing from those indicated; (3) unknown physical conditions at the work site of unusual nature, or different material from those ordinarily encountered and generally recognized as inherent in the work of the character provided in the contract. The District shall promptly investigate the conditions. If the District finds the conditions are as alleged by the Contractor and conditions cause a change in the Contractor's cost, or the time required for performance, the District shall issue a change order. If a dispute arising whether the District's findings are correct, the Contractor shall proceed with the work. The Contractor shall retain rights by contract or law pertaining to resolution of disputes and protests between the parties.

SECTION 29. EXTRA WORK

(a) The District may require changes in, additions to, or deductions from the work to be performed or to the materials to be furnished under this contract. No extra work shall be performed or change made except in pursuance of a written order from the District stating the extra work or change is authorized, and setting forth the basis upon which payment is to be made. No claim for additional compensation shall be valid unless pursuant to such change order. Nothing in this section shall excuse the Contractor from proceeding with the prosecution of the changed work. When required by the District, the Contractor shall furnish an itemized breakdown of the quantities and prices used in computing the value of any ordered change.

(b) Adjustments in the amounts to be paid to the Contractor by reason of any such change, addition or deduction shall be determined by one or more of the following methods:

- (i) By an acceptable lump sum proposed from the Contractor.
- (ii) By unit prices contained in the Contractor's original bid and incorporated in the contract documents or fixed by subsequent agreement between the District and the Contractor.
- (iii) By ordering the Contractor to proceed with the work and to furnish daily reports of extra work. The reports shall itemize all costs for labor, material, and equipment rental. The reports for workmen shall include hours worked, rates of pay, names and classifications; and for equipment shall include size, type, identification number and hours of operation. Records and reports shall be made immediately available to the engineer upon his request.

(c) When the District orders extra work and there is an agreement between the District and the Contractor to perform the work, the District may approve the method used by the Contractor to accomplish the work. At the request of the District, the method to be used shall be memorialized in a writing prior to work being performed.

(d) If the Contractor contends a proposed change is a substantial revision in the character of the work, the question shall be immediately submitted to an arbitrator for decision. The arbitrator's decision will be final and conclusive unless it is fraudulent, capricious, arbitrary or so grossly erroneous as to imply bad faith. Each party shall advise the other in advance of the arbitration of the material on which the party intends to rely and give the other a reasonable opportunity to refute or supplement such factual material.

SECTION 30. CLEAN-UP

On completion of the work, Contractor shall remove debris and surplus materials from the work site.

SECTION 31. MATERIALS

(a) Unless otherwise specified, show, or permitted by the District, materials and equipment incorporated in the work shall be new and current manufacture. The District may request the Contractor to furnish manufacturer's certificates to this effect.

(b) Materials furnished and work performed shall be subject to inspection and testing by District's authorized agents at District's expenses. If such inspection and testing reveal non-compliance with the requirements of this contract, the Contractor shall bear the cost of necessary corrective measures and the cost of subsequent inspecting and testing.

(c) The inspection of the work shall not relieve the Contractor of the obligations under the contract. Even though equipment, materials, or work required under the contract have been inspected, accepted, and estimated for payment, the Contractor shall replace or repair such equipment, materials, or work found to be defective or otherwise not to comply with the requirements of the contract up to the end of the maintenance and guarantee period.

SECTION 32. PERMITS AND LICENSES

(a) Contractor shall apply for and procure permits and licenses necessary for the work.

(b) Contractor shall give notices necessary and incidental to the due and lawful prosecution of the work and shall comply duly with the terms and conditions of permits and licenses.

(c) Contractor shall pay charges and fees in connection with permits and licenses.

SECTION 33. LAND AND RIGHTS OF WAY

(a) District shall provide land and rights-of-way where the work is constructed.

(b) Contractor shall procure additional rights-of-way desired by the Contractor to facilitate construction. Contractor shall enter into written agreements with property owners for such

purposes and provide District with copies of the agreements.

(c) Except as provided above relating to utility relocation, when the work is to be performed in the vicinity of existing improvements, such improvements shall not be disturbed or damaged except for such removal or relocation in the land and rights-of-way provided by the District or unavoidable to accommodate the work.

SECTION 34. INSURANCE

(a) GENERAL.

The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, Contractor's agents, representatives, employees or subcontractors. The cost of said insurance shall be paid for by the Contractor. The Contractor shall not commence work under this Contract until ALL insurances required herein are obtained and until such insurance has been approved by the District. The Contractor shall not allow any Subcontractor to commence work on any subcontract until the insurance required of the Subcontractor has been so obtained and approved.

The Insurance required herein shall be maintained continuously during the life of the Contract up to the date of acceptance of the Work by the District Board of Directors, governing body. However, the Contractor's liabilities under this Contract shall not be limited in any way to the insurance coverage required. Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District. Insurance is to be placed with insurer's having at least an "A:XIII" policyholder's rating in accordance with the current Best's Key Rating Guide or equivalent. In addition, any and all insurers must be authorized to conduct business in the State of California, as evidenced by a listing in the official publication of the Department of Insurance of the State of California.

The insurance policies required by this section shall waive all right to subrogation against the District and its officers, employees, representatives, and volunteers.

The Contractor's insurance coverage shall be primary insurance with respect to the District, its directors, officials, employees, designated agents and volunteers. Any insurance or self-insurance maintained by the District, its directors, officials, employees, designated agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(b) **GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE.** The policies are to contain, or be endorsed to contain the following provisions:

The District, its directors, officials, employees, designated agents and volunteers are to be covered as additional insured with the following: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased or used by the afforded to the

District, its directors, officials, employees, designated agents or volunteers.

The certificates of insurance shall name the District and its officers, agents, and employees as additional insureds.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its directors, officials, employees, designated agents or volunteers. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

(c) **WORKER'S COMPENSATION INSURANCE.** The Contractor shall procure and maintain worker's compensation insurance as required by applicable state law for all employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the Subcontractor to provide worker's compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's coverages shall be subject to all of the same requirements stated herein for the Contractor's insurance coverage. In case any class of employees engaged in hazardous work under this Contract is not protected under the worker's compensation statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employers' liability insurance for the protection of such employees that are not otherwise protected.

(d) **CONTRACTOR'S POLLUTION LIABILITY AND PROPERTY DAMAGE INSURANCE AND VEHICLE LIABILITY INSURANCE.** The Contractor shall procure and maintain contractor's pollution liability insurance, contractor's property damage insurance and vehicle liability insurance.

(e) **SUBCONTRACTOR'S POLLUTION LIABILITY AND PROPERTY DAMAGE INSURANCE AND VEHICLE LIABILITY INSURANCE.** The Contractor shall either: (1) require each subcontractor to procure and to maintain subcontractor's pollution liability and property damage insurance and vehicle liability insurance of the type and in amounts specified, or (2) insure the activities of Subcontractors in the Contractor's own policy, in like amount.

(f) **BUILDER'S RISK INSURANCE (ALL RISK COVERAGE).** The Contractor shall procure and maintain builder's risk insurance (all risk coverage) on a 100 percent completed value basis for the benefit of the District, the Contractor and Subcontractors as their interest may appear.

(g) **MINIMUM SCOPE OF INSURANCE.** Coverage shall be at least as broad as:

Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability Coverage ("occurrence" Form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, covering Automobile Liability, code 1 "any auto" and endorsement CSA 0025.

Workers' Compensation insurance as required by the State of California and Employers Liability insurance.

(h) MINIMUM LIMITS OF INSURANCE. Contractor shall maintain limits no less than the following:

Comprehensive General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: Limits as required by the State of California and Employers Liability limits of \$1,000,000 per accident.

Contractors' Public Liability: \$1,000,000 for all damages arising out of bodily injuries or death of one person, and, subject to that limit for each person, a total limit of \$1,000,000 for all damages arising out of bodily injury to or death of two or more persons in any one accident.

Property Damage Liability: \$1,000,000 for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total limit of \$1,000,000 for all damages arising out of injury to or destruction of property.

(i) DEDUCTIBLE AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, employees, designated agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(j) VERIFICATION OF COVERAGE.

The Contractor shall furnish the District with certificates of insurance and with original endorsements affecting coverage required by this Section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the District and are to be received and approved by the District before work commences.

Full compensation for all premiums which the Contractor and the subcontractors are required to pay on all the insurance described above shall be as included in the prices paid for the various items of work to be performed under the contract, and no additional allowance will be made therefor or for additional premiums which may be required by extension of the policies of insurance.

SECTION 35. INTERPRETATION AND AMENDMENT

(a) This Contract contains the entire understanding between the District and Contractor 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 Contract may not be amended except by a writing signed by all Parties hereto.

(b) This Contract 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 Contract and the Proposal, the provisions of this Contract shall control. This Contract 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 Contract, 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.

SECTION 36. SUPERVISION BY THE CONTRACTOR

Before starting the work, the Contractor shall designate, in writing, a representative having authority to act for the Contractor. An alternate representative may be designated. (A joint venture shall designate only one representative and alternate). The representative or alternate shall be present at the work site when work is in progress. Orders or communications given to this representative shall be deemed delivered to the Contractor. In the absence of the Contractor or designated representative, directions or instructions may be given by the District's representative to the superintendent or foreman having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or the representative.

SECTION 37. INSPECTION

(a) The District's representative shall have access to the work during construction and shall be furnished with reasonable facility for gaining knowledge of the progress, workmanship and character of materials used and employed in the work.

(b) When the Contractor varies the period during which work is carried on each day, Contractor shall give notice to the District's representative so proper inspection may be provided. Work done in the absence of the District's representative is subject to rejection.

(c) The inspection of the work shall not relieve the Contractor of obligations to fulfill the contract. Defective work shall be made good, and unsuitable materials may be rejected notwithstanding the fact such defective work and unsuitable materials have been previously overlooked by the District's representative and accepted.

SECTION 38. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

(a) Rejected work shall be removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such removal or replacement. Work done beyond the lines and grades shown on the plans or established by the District's representative, or work done without written authority will be considered as unauthorized and not be paid for. Such work may be ordered removed at the Contractor's expense.

(b) Upon failure on the part of the Contractor to comply promptly with an order of the District's representative under this section, the District's representative shall have authority to cause defective work to be removed and replaced, and unauthorized work to be removed, and to deduct the costs from monies due the Contractor.

SECTION 39. ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR

(a) If the Contractor finds discrepancies between the specifications and the drawings, and the physical conditions at the site of the work, or finds errors or omissions in the drawings or in any survey, Contractor shall promptly notify the District in writing of any such discrepancy, error or omission. If the Contractor observes drawings or specifications at variance with applicable law, ordinance, regulation, order or decree, Contractor shall promptly notify the District in writing of such conflict.

(b) On receipt of any such notice, the District shall promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, work done by the Contractor, after Contractor's discovery of such error, discrepancy or conflict, will be at Contractor's own risk and Contractor shall bear costs arising therefrom.

SECTION 40. EQUIPMENT

The Contractor must furnish adequate equipment and facilities to perform properly the work in a workmanlike manner in accordance with these specifications. Such equipment and facilities must be in a good state of repair and maintained in such state during the progress of the work and shall meet requirements of applicable ordinances and laws. No worn or obsolete equipment shall be used, and in no case shall the maker's rating of capacity for equipment be exceeded.

SECTION 41. STORAGE OF MATERIALS

Materials for use in the work shall be stored by the Contractor to prevent damage from exposure to the elements, admixture of foreign materials or from any other cause. Contractor is responsible for damage to or loss of materials by weather or other causes.

MISCELLANEOUS

SECTION 42. GUARANTEES

Contractor guarantees work from defect in workmanship for a period of ten (10) years from the date of acceptance by the District and shall repair and replace such work, together with other displaced work, without expense to the District, ordinary wear and tear, usual abuse or neglect excepted. District may have the defects repaired and made good at the expense of the Contractor, if Contractor fails to comply with the above-mentioned conditions within a week after being notified in writing.

SECTION 43. RISK OF LOSS PRIOR TO FINAL ACCEPTANCE

Except as set forth above relating to acts of God, risk of loss from total or partial destruction of the work, prior to final acceptance, shall be borne by Contractor regardless of the cause. Contractor shall repair or replace such damages or destroyed work, to its prior undamaged condition before being entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Contractor from completion of the work.

SECTION 44. TERMINATION: CONTRACTOR AT FAULT

(a) The District may declare the Contractor in default, should the Contractor fail to meet the requirements of the contract, or be placed in bankruptcy, or should a receiver be appointed for Contractor's properties, or should Contractor make an assignment for the benefit of creditors. In such event, the District will notify the Contractor in writing. On receipt of such written notice, the Contractor shall preserve site construction materials, equipment and plant, and undertake immediate steps to remedy such default.

If the Contractor fails to remedy such default within five calendar days after receipt of such written notice, the District may terminate the Contractor's right to proceed with the work as to which default has occurred. Upon receipt of such written notice, the Contractor shall for that work affected by any such termination:

- (1) Assist the District in making an inventory of materials and equipment in storage at the site, en route to the site, in storage or manufacture away from the site, and on order from suppliers;
- (2) Assign to the District, subcontractors, supply contracts and equipment rental agreements all as designated by the District; and
- (3) Remove from the site all construction materials and equipment listed in said inventory, other than such construction materials and equipment which are designated in writing by the District to be used by the District in completing such work.

(b) The District may complete the work to which notice applies by contract or otherwise,

and may take possession of the materials, tools, equipment, supplies and property furnished by the Contractor which is designated by the District in writing for such purpose.

(c) The expense of completing such work, together with a reasonable charge for administering a contract for such completion, shall be charged to the Contractor. Such expense shall be deducted by the District out of such monies as may become due to the Contractor. If this expense exceeds the sum otherwise payable under the contract, the Contractor and Contractor's sureties shall be liable. Upon written notice from the District, the Contractor shall promptly pay to the District, the amount of such excess. The District shall not be required to obtain the lowest bids for completing such work, but may make such expenditures as in the District's sole judgment will best accomplish such completion.

SECTION 45. TERMINATION: CONTRACTOR NOT AT FAULT

District may terminate the contract upon ten days written notice to the Contractor, if District finds reasons beyond the control of the parties which make it impossible or against the District's interests to complete the work. In such a case, the Contractor shall have no claims against the District, except for the value of work performed to the date of termination, and the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date of termination if such materials and equipment would be needed in the work. The value of work performed and the cost of materials and shipment delivered to the site shall be determined by the District in accordance with the procedure prescribed for the making of a final estimate and payment.

SECTION 46. RESOLUTION OF CERTAIN CLAIMS

(a) Notwithstanding the foregoing, a demand of \$375,000 or less, by the Contractor for a time extension; payment of money or damages arising from the work done by or on behalf of the Contractor pursuant to this contract; or payment of an amount which is disputed by the District shall be processed in accordance with Public Contracts Code Sections 20104 *et seq.* relating to informal conferences, non-binding judicially supervised mediation and judicial arbitration.

(b) A single written claim shall be filed under this section prior to the date of final payment for all demands, including demands not subject to Public Contracts Code Sections 20104 *et seq.*, arising out of the contract.

(c) Within thirty (30) days of the receipt of the claim, the District may request additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor. If the amount of the claim is less than \$50,000, the Contractor shall respond to the request for additional information within fifteen (15) days after receipt of the request. The Contractor shall respond to the request within thirty (30) days of receipt if the amount of the claim exceeds \$50,000 but is less than \$375,000.

(d) Unless further documentation is requested, the District shall respond to the claim within forty-five (45) days if the amount of the claim is less than \$50,000, or within sixty (60) days

if the amount of the claim is more than \$50,000 but less than \$375,000. If further documentation is requested, the District shall respond within the same amount of time taken by the Contractor to respond or fifteen (15) days, whichever is greater, after receipt of further information if the claim is less than \$50,000. If the claim is more than \$50,000 but less than \$375,000 and further documentation is required by the District, the District shall respond within the same amount of time taken by the Contractor to respond or thirty (30) days, whichever is greater.

(e) If the Contractor disputes the District's response, or the District fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand shall be served on the District within fifteen (15) days after the deadline of the District to respond or within fifteen (15) days of the District's response, whichever occurs first. The District shall schedule the meet and confer conference within thirty (30) days of the request.

(f) If the meet and confer conference does not produce a satisfactory result, the Contractor may pursue remedies authorized by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused it to be executed as of the day, month and year first above written.

DISTRICT

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

CONTRACTOR

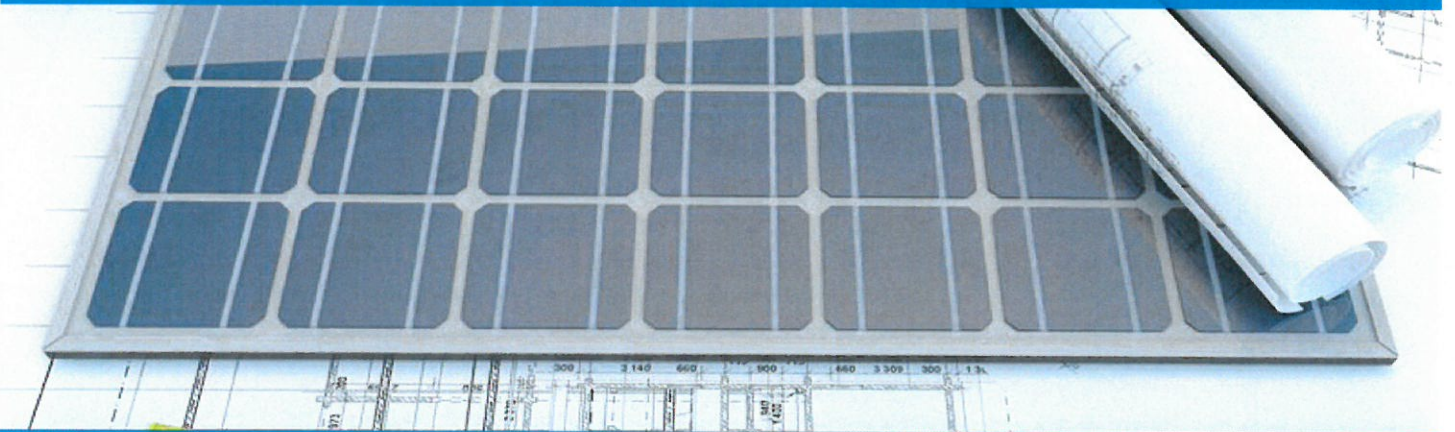
By: _____
[Name, Title]
AMS Solar Power, Inc.



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

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

OPTION 1: Roof-Mounted & Batteries



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+1 (760) 951-0006
kcox@helendalecsd.org

26540 Vista Rd.
Helendale, CA 92342, USA

Company

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

Your energy consultant

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

Generated date: October 31st, 2024



About Us

AMS SOLAR POWER | Your Solar and Roofing Partner!

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

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

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

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

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

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

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

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

ROOF CONDITION | If and When Your Roof Needs Replacing

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

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

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



Solar details



System size
 77.935 kW DC

Panels
 VSUN545-144BMH-DG

Inverters
 30K-3P-208V [208V]

CEC-AC rating
 66.868 kW AC

AC rated power output
 90 kW AC

Estimated First Year Production
 144,067 kWh

Consumption Offset
 153%

Array details

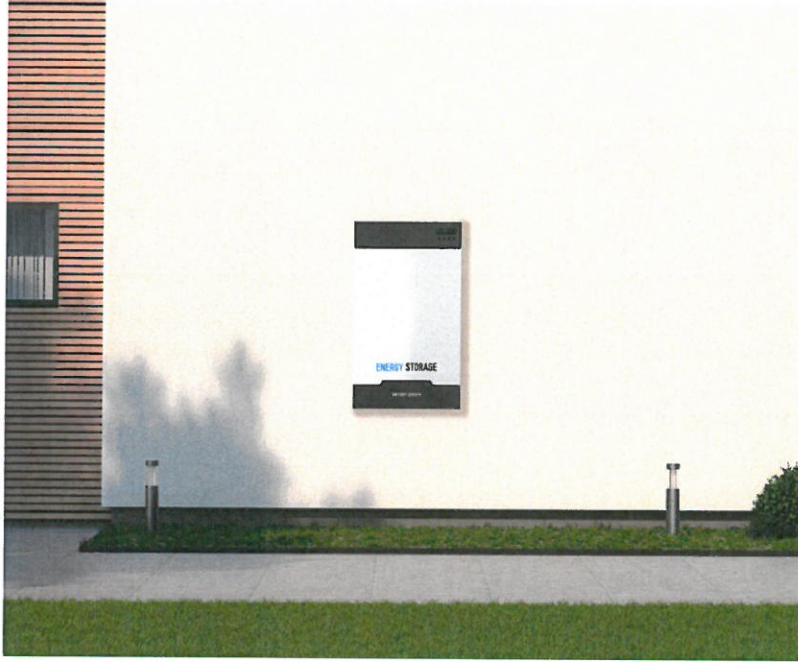
Panel: VSUN545-144BMH-DG

Quantity: 80 **Watts:** 545 **Azimuth:** 182° (S) **Tilt:** 18° **Mounting:** flat

Panel: VSUN545-144BMH-DG

Quantity: 63 **Watts:** 545 **Azimuth:** 182° (S) **Tilt:** 18° **Mounting:** flat

Battery details

**Battery capacity**

55.3 kWh

Operating power

60 kW

Battery system

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

Battery mode

Time-of-Use

Calculations assume battery is used in **Time-of-Use** mode at all times
Installed battery images are provided only for representational purposes.
Actual results may vary



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

Cash Incentive Option

Old utility bill	\$2,327.76/month
Estimated new utility bill	\$241.91/month
Estimated bill difference	\$2,085.84/month

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



Pricing

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

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

NOTES AND DISCLAIMERS: Project scope may require adjustments once Engineering Plans have been completed. Proposal assumes Main Service Panel is THREE-PHASE. Does not include any Main Panel Upgrades. Battery installation and pricing is for an INTERIOR battery location, closest to Main Electrical Room. Exterior installations and/or locations that require a wiring run greater than 50' will be an additional price.

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

Note:

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

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



Pricing

Price Total price

10 YEARS ROOF WORKMANSHIP, 10 YEARS SOLAR WORKMANSHIP, MANUFACTURER 25YR LINEAR PERFORMANCE WARRANTY (Panels) MANUFACTURER 25YR WARRANTY (Inverter)

VSUN 545 panels or equivalent Tier One panels that perform as equal or greater than efficiency over the VSUN 545 panels. Sol-Ark inverters and batteries (or equivalent Tier 1 inverter/battery that perform at equal or greater than efficiency over Sol-Ark, and all based on engineering requirements during the Engineering Phase of project.

PERMITS: Contractor will obtain and pay for all required building permits UP TO \$1,500. Sometimes building permits can EXCEED \$1,500, depending on the municipality. In these certain circumstances, Contractor will submit a Change Order for the difference. **SYSTEM MONITORING:** With AMS Solar Power, SOL-ARK monitoring comes standard for 5 YEARS to allow for seamless digital monitoring of our PV Solar Systems efficiency. After 5 years, monitoring is up to Owner to contact AMS or inverter company for extended plan. **ADDITIONALLY INCLUDED:** All racking, design and engineering plans, wiring, required placards, stickers and conduit and conduit painting, wiring, and all other items as required to properly install a PV Solar System. **ONE YEAR INSTALLATION WORKMANSHIP MANUFACTURER 10 YR (Battery) and monitoring covered for 5 years.** **DESCRIPTION OF THE PROJECT.** Contractor will furnish all work, labor, tools, equipment, materials, supervision, scheduling, coordination, and contract administration necessary to complete in a good and workmanlike manner the following: An above referenced solar power generating facility ("Solar System") according to the specifications stated herein. Contractor's scope of work does not include any of the items on the "List of Work Exclusions" in Exhibit A unless any such item(s) is explicitly listed in this Contract. This Contract shall be controlling over any such Proposal. The materials and equipment to be used in the construction of the Solar System are described more fully within this Contract. **PROJECT AND SOLAR SYSTEM SPECIFICS:** The design and installation of a ROOF MOUNTED PV solar system. **SOLAR SYSTEM SERVICES:** Services that Contractor will be providing to Customer include the following: a. **SITE ASSESSMENT** - Inspect Property for PV solar compatibility and advise Owner on any additional findings that may require a change order. b. **SYSTEM DESIGN** - Create "code compliant" Solar System drawings and specifications for submittal to approving agencies. **PLEASE NOTE:** Planset design locations of solar panels is based on supplied Solar Pre-Design during initial visit, or by the "most efficient and available" rooftop/ground-mount locations. A copy of Plansets Single Line Diagram (SLD) will be emailed to Client for recording purposes, and will be assumed as approved, unless Owner has reached out to Contractor, via email, with change requests.. **PERMITS** – Secure basic building and/or electrical permits as needed. e. **INSTALLATION** – Install the Solar System in good workmanlike manner. f. **INTERCONNECTION** – Complete and submit any utility interconnection documents. g. **INSPECTIONS** – Coordinate building department and utility inspections needed for the Solar System. h. **PERMISSION TO OPERATE (PTO)** – Inquire reasonably with utility company until PTO is granted. i. **MONITORING:** Monitoring app will be delivered to customer's email address upon established connectivity and after PTO has been granted.



APPLICATIONS. Apply and submit for rebate reservations with the State, City or utility company if any are available. **b. PLAN REQUIREMENTS.** If required by AHJ, provide a plan that will specify the location of Battery System and corresponding parts. This will include a site assessment, engineering load calculations, and/or energy audits, as required by the AHJ. **c. PERMITTING.** If required by the AHJ, submit plans to the building and safety jurisdiction and utility provider for approval and permits. **d. INSTALLATION.** Provide and Install a Battery System made by the above referenced battery manufacturer, consisting of the total number of batteries referenced above and based on the performance offered (Self-discharge, Time of Use, Backup). Also provide and install transfer switches and/or rewiring

Price Total price

SCHEDULE OF PROGRESS PAYMENTS. Owner shall pay Contractor according to the schedule below. **5.1 Invoice 1:** 20% of the contract amount is due upon a fully executed contract. **5.2 Invoice 2:** 20% of the contract amount is due upon the date that the engineering and design and the receipt of the Solar System's permit from the local building department have been approved. **5.3 Invoice 3:** 50% of the contract amount is due upon Substantial Completion of the PV Solar System. Substantial completion is when the solar panels and equipment have been fully installed. **5.4 Invoice 4:** Remaining 10% of the contract amount is due upon final inspections being approved and the job card signed by city inspector. Upon receipt, Contractor will finalize the application for interconnection with the utility company. Warranties to the Solar System will pass to Owner after Contractor's receipt of payments of Invoices. **5.5 Payment terms are PAYABLE WITHIN TEN (10) DAYS** upon receiving each invoiced amount

SCHEDULE FOR START OF INSTALLATION AND COMPLETION OF WORK. The work to be performed under this Contract shall be commenced as follows: **9.1 Approximate Start Date:** While Contractor will immediately begin the steps towards getting the PV Solar System installed, the work will start no later than 30 days from Customer approval of the engineering plans, and/or issuance of all required permits, provided that all payments due set forth under Section 8 above, and on any Exhibits, have been paid to Contractor. Commencement of the work shall mean the initial delivery of materials to the project site. **FAILURE BY CONTRACTOR, WITHOUT LAWFUL EXCUSE, TO SUBSTANTIALLY COMMENCE WORK WITHIN THE APPROXIMATE DATE SPECIFIED IN THE PROPOSAL AND CONTRACT OF WHEN WORK WILL BEGIN, IS A VIOLATION OF THE CONTRACTOR'S LICENSE LAW.** **9.2 Approximate Completion Date.** An average Commercial PV Solar System installation, from signed contracts to requests for PTO (Permission to Operate), generally is completed in approximately SIX to 10 months. The installation of PV Modules and Inverters will be completed within one to two days from commencement of installation of such PV Modules and Inverters, pending weather, unforeseen installation issues or dependent on complexity of installation process and system size. Ground mount PV Solar System installations typically are completed within 7-10 days from commencement of work.

Gross Cost \$314,627.75 \$314,627.75

ANNUAL SOLAR PANEL CLEANING/MAINTENANCE: Due to the desert climate and the propensity for higher than average foreign accumulation of materials (dust, dirt) on the solar panels, AMS recommends a yearly cleaning of solar panels. This would be performed once a year. **NOTE: If requested for every 6 months instead, the price would be \$3,400 (for the year. or \$2,450 every 6 months).** \$3,400.00
 1 x \$3,400.00

Cost after rebates & incentives* **\$318,027.75 \$318,027.75**

Note:

- * Not everyone is eligible for credits, incentives, or rebates or can fully use them. Please consult your tax professional or legal professional for further information.
- * Incentives are subject to change. The actual amount can be higher or lower than what is quoted, and may not stay at a fixed rate over time. It can also change based on the tax bracket you are in.



Materials

VSUN - VSUN545-144BMH-DG

Quantity **143**
 Type: **mono**
 Wattage: **545 Watts**



[View](#)

Sol-Ark | Portable Solar LLC - 30K-3P-208V [208V]

Quantity **3**
 Type: **hybrid**
 Rated AC power output: **30000 Watts**

[Download](#)

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

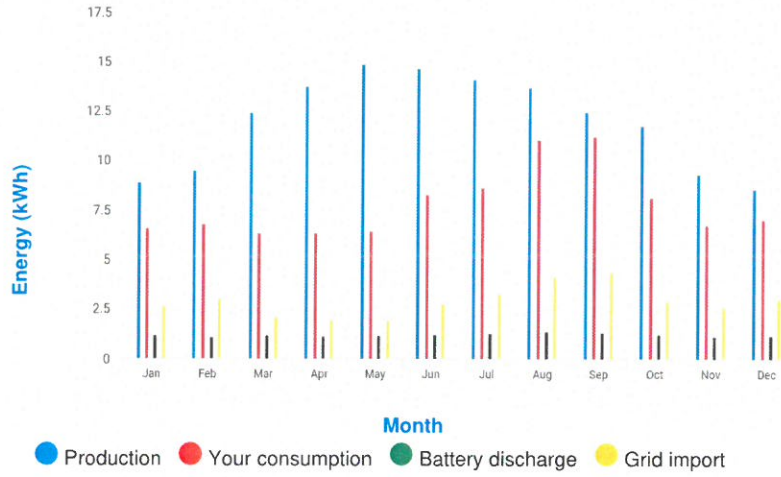
Quantity **1**
 Battery: **55.3 kWh**



[Download](#)



Usage Breakdown



Consumption Offset

153%

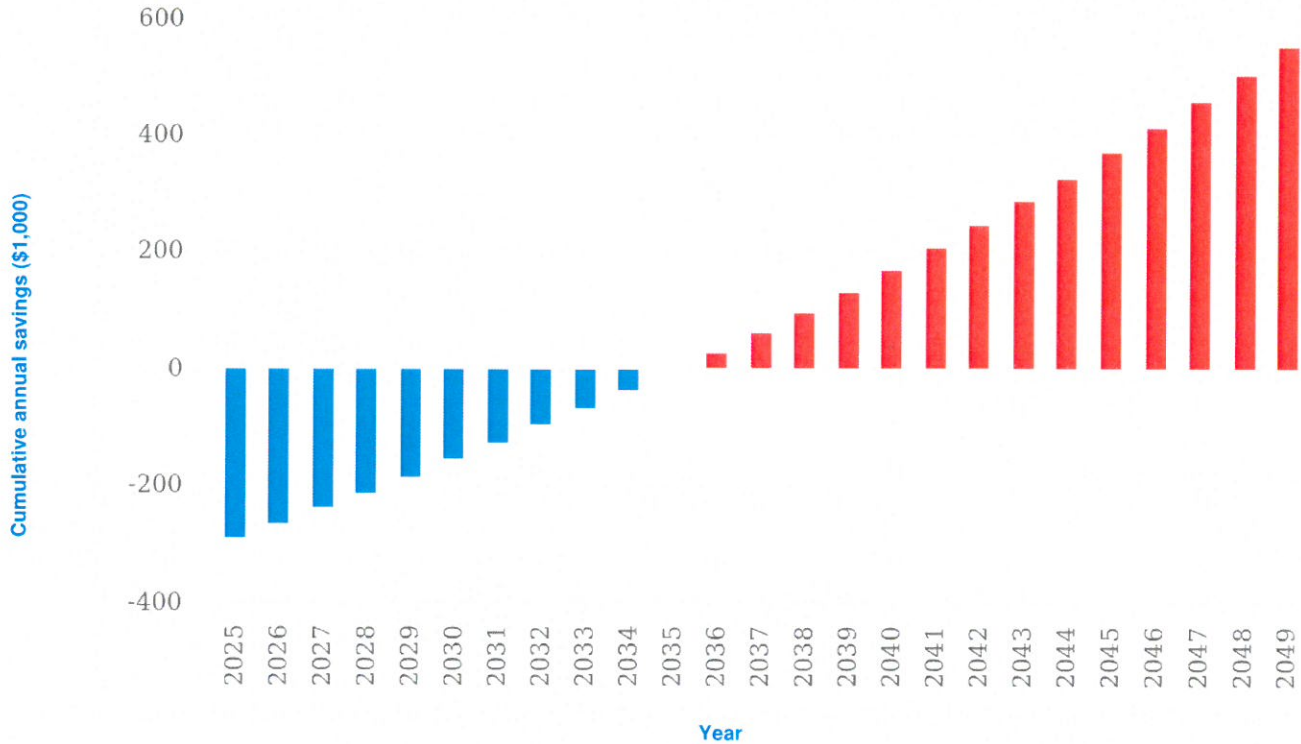
Estimated First Year Consumption

93,889.5 kWh

Estimated First Year Production

144,067.2 kWh

Estimated yearly cumulative savings



Assuming a 3.40% escalation rate on utility rate



Net savings

⊕	Utility savings	\$871,867.53
⊕	Incentive revenues	\$0.00
⊕	Tax benefits	\$0.00
⊖	Operating cost	\$0.00
⊖	Financial payments	\$318,027.75



Net savings

\$553,839.78

Payback period
11.17 years

Return on investment (ROI)
7% per year



Month-by-month details

Month (2025)	Utility savings	Incentive revenues	Operating cost	Financial payments	Tax benefits	Monthly savings
January	\$1,203.58	\$0.00	\$0.00	\$318,027.75	\$0.00	-\$316,824.17
February	\$1,269.94	\$0.00	\$0.00	\$0.00	\$0.00	\$1,269.94
March	\$1,194.36	\$0.00	\$0.00	\$0.00	\$0.00	\$1,194.36
April	\$1,095.56	\$0.00	\$0.00	\$0.00	\$0.00	\$1,095.56
May	\$1,238.39	\$0.00	\$0.00	\$0.00	\$0.00	\$1,238.39
June	\$3,237.04	\$0.00	\$0.00	\$0.00	\$0.00	\$3,237.04
July	\$3,344.86	\$0.00	\$0.00	\$0.00	\$0.00	\$3,344.86
August	\$4,248.62	\$0.00	\$0.00	\$0.00	\$0.00	\$4,248.62
September	\$4,225.12	\$0.00	\$0.00	\$0.00	\$0.00	\$4,225.12
October	\$1,429.72	\$0.00	\$0.00	\$0.00	\$0.00	\$1,429.72
November	\$1,242.65	\$0.00	\$0.00	\$0.00	\$0.00	\$1,242.65
December	\$1,300.28	\$0.00	\$0.00	\$0.00	\$0.00	\$1,300.28

Total	\$25,030.12	\$0.00	\$0.00	\$318,027.75	\$0.00	-\$292,997.63
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* For Net Savings, the cash price is not included in the monthly breakdown because it is assumed that it will be paid upfront (Month 0).



Year-by-year details

Year	Utility savings	Incentive revenues	Operating cost	Financial payments	Tax benefits	Annual savings
2025	\$25,030.12	\$0.00	\$0.00	\$318,027.75	\$0.00	-\$292,997.63
2026	\$25,636.31	\$0.00	\$0.00	\$0.00	\$0.00	\$25,636.31
2027	\$26,440.50	\$0.00	\$0.00	\$0.00	\$0.00	\$26,440.50
2028	\$27,147.93	\$0.00	\$0.00	\$0.00	\$0.00	\$27,147.93
2029	\$27,771.59	\$0.00	\$0.00	\$0.00	\$0.00	\$27,771.59
2030	\$28,471.27	\$0.00	\$0.00	\$0.00	\$0.00	\$28,471.27
2031	\$29,194.73	\$0.00	\$0.00	\$0.00	\$0.00	\$29,194.73
2032	\$30,002.27	\$0.00	\$0.00	\$0.00	\$0.00	\$30,002.27
2033	\$30,716.30	\$0.00	\$0.00	\$0.00	\$0.00	\$30,716.30
2034	\$31,516.09	\$0.00	\$0.00	\$0.00	\$0.00	\$31,516.09
2035-2039	\$170,629.07	\$0.00	\$0.00	\$0.00	\$0.00	\$170,629.07
2040-2044	\$195,213.87	\$0.00	\$0.00	\$0.00	\$0.00	\$195,213.87
2045-2049	\$224,097.48	\$0.00	\$0.00	\$0.00	\$0.00	\$224,097.48
Total	\$871,867.53	\$0.00	\$0.00	\$318,027.75	\$0.00	\$553,839.78



Project Timeline

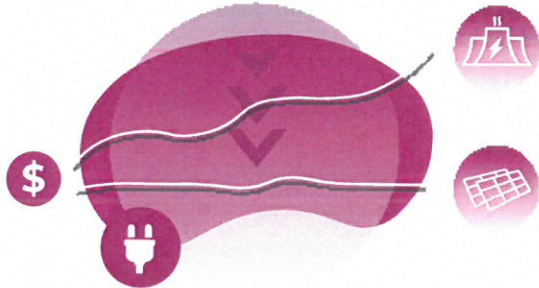
Date	Step	Details	Charge
November 1, 2024	CONTRACT SIGNATURES	Signing of Contracts	
November 2, 2024	DEPOSITS COLLECTED	20% of contract amount is due upon fully executed contract on non-financed projects or for when client is coming in with partial funds.	\$63,605.55 (20%)
November 5, 2024	SITE ASSESSMENT (SSA)	AMS Solar Power will perform any additional site inspections required to ascertain validity of solar placement, Main Service Panel condition and whether three-phase or single-phase, inspection of roof condition (for roof installs) or ground location (based on ground mount and carport mounted projects) and any other items required to go through engineering and drawings.	
November 10, 2024	ENGINEERING & PLANSETS	After SSA, AMS will submit predesign and SSA discoveries to our engineering team for drawing up of plansets for submittal to your AHJ.	
November 12, 2024	APPROVAL OF ENGINEERING PLANSETS	Customer will be supplied with engineering plans to review for approval prior to submittal to AHJ for plan approval. Customer will need to approve via email, or text to AMS.	
November 13, 2024	MILESTONE PROGRESS PAYMENT #1 DUE	Upon planset submittal to AHJ, progress milestone payment is due for non-financed projects or for when client is coming in with partial funds.	\$63,605.55 (20%)
July 11, 2025	PERMITSET SUBMITTED TO AHJ	After customer has signed off on the engineering plans (permitset) AMS will submit to AHJ for approvals. This step includes the application for city business license (as applicable), building and safety fees. AMS Solar Power covers fees up to \$1,500. If fees end up being moere than this amount, a change order will be supplied to customer) PLEASE NOTE: This phase could take up to 8-15 months depending on complexity of system, revisions, AHJ corrections and unforeseen circumstances.	
July 16, 2025	PLAN APPROVAL - STAGING OF SITE LOCATION	Upon plan approval from your AHJ, AMS Solar Power will begin the process of staging, material delivery, and logistical discussions with client onsite.	



Project Timeline

Date	Step	Details	Charge
July 26, 2025	SYSTEM INSTALLATION	Post mobilization and client review, AMS Solar Power will commence with the installation process and all required inspections. Timeframe showing is for a standard roof install. Ground mounts and carport systems will extend the duration of this phase.	
July 28, 2025	SUBSTANTIAL COMPLETION & MILESTONE PROGRESS PAYMENT #2 DUE	Upon substantial completion (as outlined within the solar contract) of installation, the 2nd progress milestone payment is due for non-financed projects or for when client is coming in with partial funds.	\$159,013.88 (50%)
August 7, 2025	FINAL INSPECTIONS	Upon receipt of Milestone Progress Payment #2, AMS Solar Power will request final inspections.	
August 9, 2025	COMMISSIONING OF SYSTEM & PROJECT CLOSEOUT	Upon receiving final inspection sign-off, AMS Solar Power will finalize the commissioning of system, clean up any residual trash, materials, equipment and debris.	
August 10, 2025	FINAL MILESTONE PROGRESS PAYMENT DUE	Remaining portion due once final inspections had been fully approved and system is operating properly but is PRIOR TO client receiving PTO from utility company. Progress milestone payment is due for non-financed projects or for when client is coming in with partial funds.	\$31,802.78 (10%)
September 9, 2025	PERMISSION TO OPERATE (PTO)	Upon receiving final milestone progress payment, AMS Solar Power will submit for PTO with your utility. This generally takes between 7 to 45 days and is dependent on the speed in which your application gets reviewed and approved by your utility company. AMS Solar Power has no authority or control over utility approval of PTO. Once PTO is received AMS Solar Power will set up monitoring (as applicable) and send appropriate links to client for log in set up.	

Benefits of Solar



Control your energy costs

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



Increase the value of your property

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

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

Benefit your environment



277,114

Gallons of gasoline saved



104,796

Trash bags of waste recycled



41,045

Tree seedlings grown for 10 years



2,712,239

Pounds of coal saved

Source: United States Environmental Protection Agency



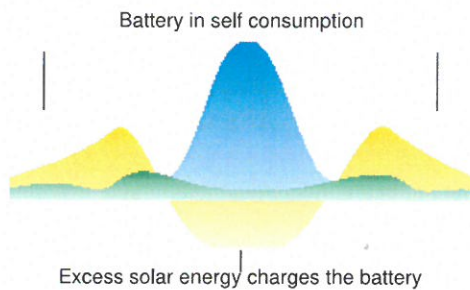
Benefits of Adding Battery

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

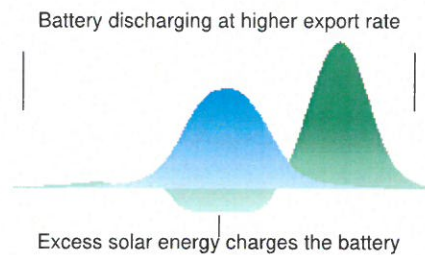


Additional bill savings using high export rates

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



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



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



Cloudy days backup
89 Hours



Sunny days backup
7+ Days

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



More self-consumption
63%



Your Self Consumption score indicates how much of your power is self-generated instead of used from the utility grid. With batteries in your system, you can store the surplus solar energy produced during the day and use it to power your home at night. With your current system design, your Self Consumption score should range between 70% during summer months to 56% during winter months.



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

Appliances selected for back up

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



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

Signature

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

Helendale Community Services District

Date of signature (MM-DD-YYYY)

Daniel Bruckner

Date of signature (MM-DD-YYYY)



Terms & conditions

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

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

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

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

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

Additional information specific to your solar project:

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

Solar Panels:

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

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

Inverters:

- Name: Sol-Ark | Portable Solar LLC - 30K-3P-208V [208V]
- Efficiency: 97.50%

Panels:

- Name: VSUN - VSUN545-144BMH-DG

Battery Configuration:

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

Pricing & Payment information:

Extra costs:

- THIS IS A PREVAILING WAGE PROJECT: Once we have full approval and permits, installation is expected to take between three weeks for installation of complete system, pending any unknowns.: 1 x \$0.00
- NOTES AND DISCLAIMERS: Project scope may require adjustments once Engineering Plans have been completed. Proposal assumes Main Service Panel is THREE-PHASE. Does not include any Main Panel Upgrades. Battery installation and pricing is for an INTERIOR battery location, closest to Main Electrical Room. Exterior installations and/or locations that require a wiring run greater than 50' will be an additional price.: 1 x \$0.00

- The benefits, cost-savings, rebates and incentives described herein are calculated estimates only, based on the experiences of your AMS Construction's team, data gathered from your utility company/bill, and a calculated system size based on industry-recognized calculation standards, and does not constitute a warranty or guarantee. Actual experience, performance and cost savings may increase or decrease due to a number of factors, including your current and future energy usage, weather, changes in utility rates/charges and requirements and changes in federal and state laws.: 1 x \$0.00
- 10 YEARS ROOF WORKMANSHIP, 10 YEARS SOLAR WORKMANSHIP, MANUFACTURER 25YR LINEAR PERFORMANCE WARRANTY (Panels) MANUFACTURER 25YR WARRANTY (Inverter): 1 x \$0.00
- VSUN 545 panels or equivalent Tier One panels that perform as equal or greater than efficiency over the VSUN 545 panels. Sol-Ark inverters and batteries (or equivalent Tier 1 inverter/battery that perform at equal or greater than efficiency over Sol-Ark, and aall based on engineering requirements during the Engineering Phase of project.: 1 x \$0.00
- PERMITS: Contractor will obtain and pay for all required building permits UP TO \$1,500. Sometimes building permits can EXCEED \$1,500, depending on the municipality. In these certain circumstances, Contractor will submit a Change Order for the difference. SYSTEM MONITORING: With AMS Solar Power, SOL-ARK monitoring comes standard for 5 YEARS to allow for seamless digital monitoring of our PV Solar Systems efficiency. After 5 years, monitoring is up to Owner to contact AMS or inverter company for extended plan. ADDITIONALLY INCLUDED: All racking, design and engineering plans, wiring, required placards, stickers and conduit and conduit painting, wiring, and all other items as required to properly install a PV Solar System. ONE YEAR INSTALLATION WORKMANSHIP MANUFACTURER 10 YR (Battery) and monitoring covered for 5 years. DESCRIPTION OF THE PROJECT. Contractor will furnish all work, labor, tools, equipment, materials, supervision, scheduling, coordination, and contract administration necessary to complete in a good and workmanlike manner the following: An above referenced solar power generating facility ("Solar System") according to the specifications stated herein. Contractor's scope of work does not include any of the items on the "List of Work Exclusions" in Exhibit A unless any such item(s) is explicitly listed in this Contract. This Contract shall be controlling over any such Proposal. The materials and equipment to be used in the construction of the Solar System are described more fully within this Contract. PROJECT AND SOLAR SYSTEM SPECIFICS: The design and installation of a ROOF MOUNTED PV solar system. SOLAR SYSTEM SERVICES: Services that Contractor will be providing to Customer include the following: a. SITE ASSESSMENT - Inspect Property for PV solar compatibility and advise Owner on any additional findings that may require a change order. b. SYSTEM DESIGN - Create "code compliant" Solar System drawings and specifications for submittal to approving agencies. PLEASE NOTE: Planset design locations of solar panels is based on supplied Solar Pre-Design during initial visit, or by the "most efficient and available" rooftop/ground-mount locations. A copy of Plansets Single Line Diagram (SLD) will be emailed to Client for recording purposes, and will be assumed as approved, unless Owner has reached out to Contractor, via email, with change requests.. PERMITS – Secure basic building and/or electrical permits as needed. e. INSTALLATION – Install the Solar System in good workmanlike manner. f. INTERCONNECTION – Complete and submit any utility interconnection documents. g. INSPECTIONS – Coordinate building department and utility inspections needed for the Solar System. h. PERMISSION TO OPERATE (PTO) – Inquire reasonably with utility company until PTO is granted. i. MONITORING: Monitoring app will be delivered to customer's email address upon established connectivity and after PTO has been granted.: 1 x \$0.00

- APPLICATIONS. Apply and submit for rebate reservations with the State, City or utility company if any are available. b. PLAN REQUIREMENTS. If required by AHJ, provide a plan that will specify the location of Battery System and corresponding parts. This will include a site assessment, engineering load calculations, and/or energy audits, as required by the AHJ. c. PERMITTING. If required by the AHJ, submit plans to the building and safety jurisdiction and utility provider for approval and permits. d. INSTALLATION. Provide and Install a Battery System made by the above referenced battery manufacturer, consisting of the total number of batteries referenced above and based on the performance offered (Selfconsumption, Time of Use, Backup). Also provide and install transfer switches and/or gateways required by the System. Provide and Install conduits, connectors, and wiring required by the System. e. INSPECTIONS. Coordinate building department and utility inspections needed for the Solar Battery System, if so required.: 1 x \$0.00
- SCHEDULE OF PROGRESS PAYMENTS. Owner shall pay Contractor according to the schedule below. 5.1 Invoice 1: 20% of the contract amount is due upon aa fully executed contract. 5.2 Invoice 2: 20% of the contract amount is due upon the date that the engineering and design and the receipt of the Solar System's permit from the local building department have been approved. 5.3 Invoice 2: 50% of the contract amount is due upon Substantial Completion of the PV Solar System. Substantial completion is when the solar panels and equipment have been fully installed. 5.4 Invoice 3: Remaining 10% of the contract amount is due upon final inspections being approved and the job card signed by city inspector. Upon receipt, Contractor will finalize the application for interconnection with the utility company. Warranties to the Solar System will pass to Owner after Contractor's receipt of payments of Invoices. 5.5 Payment terms are PAYABLE WITHIN TEN (10) DAYS upon receiving each invoiced amount: 1 x \$0.00
- SCHEDULE FOR START OF INSTALLATION AND COMPLETION OF WORK. The work to be performed under this Contract shall be commenced as follows: 9.1 Approximate Start Date: While Contractor will immediately begin the steps towards getting the PV Solar System installed, the work will start no later than 30 days from Customer approval of the engineering plans, and/or issuance of all required permits, provided that all payments due set forth under Section 8 above, and on any Exhibits, have been paid to Contractor. Commencement of the work shall mean the initial delivery of materials to the project site. FAILURE BY CONTRACTOR, WITHOUT LAWFUL EXCUSE, TO SUBSTANTIALLY COMMENCE WORK WITHIN THE APPROXIMATE DATE SPECIFIED IN THE PROPOSAL AND CONTRACT OF WHEN WORK WILL BEGIN, IS A VIOLATION OF THE CONTRACTOR'S LICENSE LAW. 9.2 Approximate Completion Date. An average Commercial PV Solar System installation, from signed contracts to requests for PTO (Permission to Operate), generally is completed in approximately SIX to 10 months. The installation of PV Modules and Inverters will be completed within one to two days from commencement of installation of such PV Modules and Inverters, pending weather, unforeseen installation issues or dependent on complexity of installation process and system size. Ground mount PV Solar System installations typically are completed within 7-10 days from commencement of work.: 1 x \$0.00
- ANNUAL SOLAR PANEL CLEANING/MAINTENANCE: Due to the desert climate and the propensity for higher than average foreign accumulation of materials (dust, dirt) on the solar panels, AMS recommends a yearly cleaning of solar panels. This would be performed once a year. NOTE: If requested for every 6 months instead, the price would be \$3,400 (for the year. or \$2,450 every 6 months):. 1 x \$3,400.00 \$3,400.00

Gross price of system \$314,627.75

Cost after rebates and incentives: \$318,027.75

Project specs:

- System size: 77.935 kW
- CEC-AC rating: 66.868 kW
- Estimated First Year Production: 144,067 kWh AC
- Consumption Offset: 153%



Helendale Community Services District

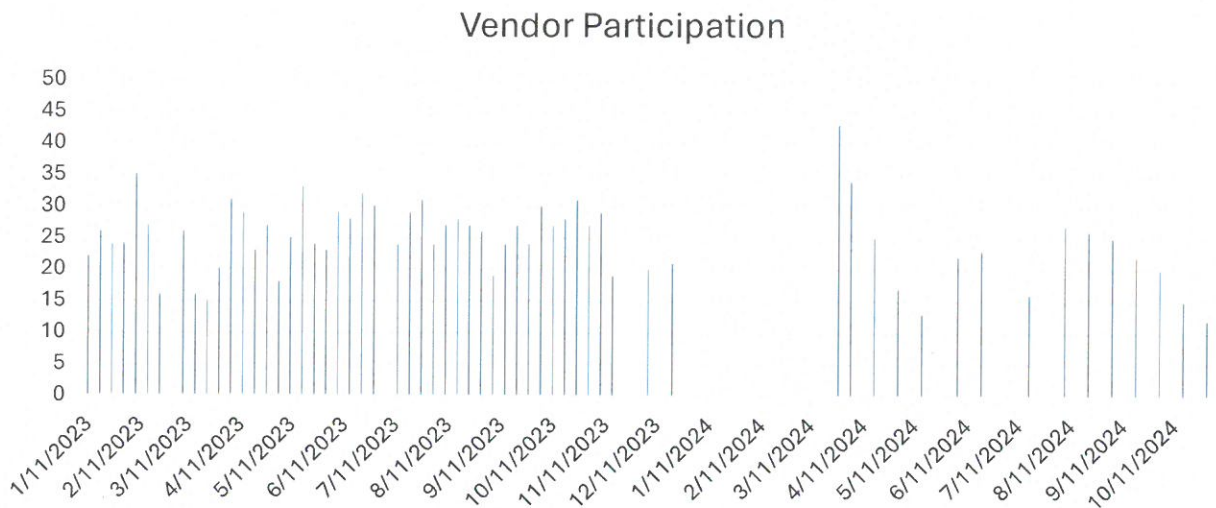
Date: November 7, 2024
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #8
Discussion and Possible Action Regarding the Helendale Farmers Market Options

STAFF RECOMMENDATION

Staff seeks input from the Board regarding this matter.

STAFF REPORT:

At the Board meeting of September 5, discontinuation of the Farmers Market was discussed. At that time, the Board added an extra market for October 30 to allow an opportunity for Trick or Treating in the Market which has previously been a very popular event. Further, the Board directed that this matter be brought back to the Board for discussion prior to the end of the year. There are four more markets left in the year (November 6, & 20; December 4 & 18) and in an effort to provide notice to the vendors, Staff is seeking direction from the Board regarding this activity. Below is a graph showing vendor participation for the past 22 months.



As the Board may recall, the market was suspended between January and March of last year due to participation slowing and the in climate weather that typically occurs during that time. After the closure last year, the market has never regained popularity amongst the residents and vendor participation continues to wane. As previously discussed with the Board, the Market has lost the farmer and Staff has been unable to recruit another vendor to take their place.

ALTERNATIVE:

Several members of the community have mentioned having a community swap-meet type event in the CSD parking lot. Likewise, the Board has mentioned it previously during discussions related to the Market. A Swap-meet type event would afford the home crafters, bakers and other vendors a local outlet for their wares and possibly even capture these members of the community who don't get home from work in time to enjoy the Market. A staff member could be assigned to assist with placement of participants. A fee could be charged or it could be free. The frequency of the event would need to be determined, i.e. once per month, twice per month, quarterly, etc. If the Board decides to cancel the Market and transition to this type of event format, the details can be worked out with the Park & Rec Committee at the November 19 meeting.

BACKGROUND:

The District has hosted the Helendale Farmers Market since 2018. During COVID it was one of the few public venues that was allowed to remain open. It provided a welcomed outing for the community and the Market enjoyed a fair amount of success from 2018 through 2022.

Recently the farmer that has come for the majority of the years has ceased to participate. Without a farmer, we lose the designation as a certified farmers' market. Currently the market is a sanctioned Farmers Market and overseen by the Department of Agriculture. A \$5 fee is collected from vendors and \$3 is paid to the Department for each vendor at the market. The District has also been eligible for EBT transactions and the Market Match program which provides additional funding to purchase fruits and vegetables. The market, without a farmer, no longer qualifies for EBT transactions nor the Market Match program.

FISCAL IMPACT: The primary cost for the market is a dedicated staff person.

POSSIBLE MOTION: Provide direction to Staff regarding the Market closure and alternatives if any

ATTACHMENTS: None



Helendale Community Services District

Date: November 7, 2024
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #9
Discussion and Possible Action Regarding Preferred Process for Awarding a Contract for Wastewater Engineering Services for the Tertiary Plant Upgrade

STAFF RECOMMENDATION:

Staff seeks input from the Board regarding this matter in light of new information. Previously the Board had given direction to circulate an RFP for engineering services.

STAFF REPORT:

New information has been provided to the District from the EPA Grant Officer. Staff is seeking the desired path forward in light of this new information.

Recently the Grant Officer made the District aware of a provision that he had just learned about regarding the ability to continue with contracts approved prior to March 2024, that complied with State and Local laws. The Grant officer indicated that we should okay to re-open the contract and complete the required work under the grant. Below is the detail provided by the Grant officer:

"I recently learned that if a community grant recipient entered into a contract with a contractor before March 9, 2024 to complete work under the project, it is exempt from federal procurement standards.

'By statute, Community Grants projects identified in the FY 2024 or prior Appropriations Acts are not subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance if the recipient has: (1) procured services or products through contracts entered into prior to March 9, 2024; and (2) complied with state and/or local laws governing competition. If you believe your Community Grant project qualifies for this flexibility, please reach out to your EPA Regional Point of Contact and provide a statement affirming that your contract was entered into prior to March 9, 2024, and that you complied with state and/or local laws governing competition (including laws/policies relating to participation by disadvantaged business enterprises as applicable). The terms and conditions of the grant agreement will require recipients to retain documentation demonstrating compliance with state and/or local laws governing competition in their own files.'

Your email says that you selected firms previously. If you had actually finalized contracts with the firms, you would qualify under this clause. Please let me know if this is the case so you may qualify for the flexibility.”

The Board awarded the contract in January 2023, however, the contract was stopped pending the approval to proceed from EPA. The Contract actually expired in March of 24 and in April, the District began working with the assigned grant officer on completion of the application documents. In September, all documents were accepted by EPA and approval to proceed was granted.

In the event the Board would like to proceed with a Professional Service Agreement with PACE, there are certain grant provisions that need to be included.

Background:

On September 5, the Board accepted the EPA Grant award for wastewater design, environmental and the bureau document. At that same meeting, the Board authorized the circulation of an RFP for engineering services as it exceeded what was then understood to be the threshold to award a professional services contract.

The Grant award required competitive bidding for all expenditures over \$250,000. While the District’s purchasing policy allows for the award of professional services contracts, including engineering services, without going through the competitive bid process, the grant does not. Based upon this requirement, Staff will draft the necessary documents with the assistance of Counsel, to competitively bid the engineering services contemplated by the grant. This process will take approximately a month to complete. In an effort to get the Request for Proposals (RFP) in circulation as soon as possible, Staff is requesting the Board’s approval to do so.

FISCAL IMPACT: To be determined

POSSIBLE MOTION: Approve the circulation of an RFP for engineering services.

ATTACHMENTS: None