

**BOARD OF DIRECTORS
HILTON CREEK COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING
TUESDAY, SEPTEMBER 10, 2024
5:00 P.M.
Crowley Lake Community Center
58 Pearson Road
Crowley Lake, CA 93546**

AGENDA

All items on this agenda are subject to discussion and direction.

- 1. CALL MEETING TO ORDER**
 - A. Roll Call

- 2. ADDITIONS TO AGENDA**
 - A. Items added to the agenda must be approved by the Board pursuant to Government Code §54954.2

- 3. PUBLIC COMMENT**
 - A. The public may make a statement or pose questions on Items **NOT** on the agenda** (see note at end of agenda)

- 4. CONSENT AGENDA**
 - A. Financial Reports
 1. Consideration & Approval of Disbursements List
 - B. Review & Acceptance of Monthly Financial Reports
 1. Account Summary / Balances – All Funds
 2. Budget Report: YTD Actual to Budget Report –August 2024
 3. District Fund Transfers – August, 2024
 4. Southern California Edison Report
 5. Equipment Use Hours Report
 - C. Approval of Minutes
 1. Minutes of the Regular Board Meeting of August 13, 2024

- 5. OPERATIONS SEWER FACILITIES /JUNIPER DRIVE GENERAL UPDATE**
 - A. General Report on Status of Facilities, Operational Stability
 1. Plant Automation
 2. Clarifiers
 3. Blower / DO Controller
 4. Wells
 5. Easements, Manholes and Sewer Lines
 6. Drying Beds
 7. Testing and Flows
 8. Juniper Drive Maintenance
 9. Miscellaneous Projects

- 6. SECRETARY /ADMINISTRATIVE UPDATE**
 - a. General Update
 - b. Budget Adjustments Discussion

c. Secretary Assistant – Draft Job Announcement

7. **NEW BUSINESS**
 - A. Conflict of Interest Code
 - B. RDN Agreement – Connection and Availability Fee Study
8. **OLD BUSINESS**
 - A. Board Vacancy Update
 - B. Juniper Drive Speed Limit Update
 - C. Draft MSR Follow Up and Discussion
9. **NEW ITEMS/ADDITIONS FOR FUTURE AGENDAS**
10. **BOARD MEMBER COMMENTS/REPORTS**
11. **ANNOUNCEMENTS**
 - A. Regular Board Meeting: October 8, 2024 at 5 p.m.
Crowley Lake Community Center
12. **ADJOURNMENT**

****NOTE:** Members of the public will have the opportunity to directly address the Board of Directors concerning any item listed on the Agenda below before or during consideration of that item. In order to better accommodate members of the public, specific times for Agenda Items will be heard at the specified time or soon thereafter. Agenda Items without specific times may be rearranged to accommodate the Board's schedule. All public comments will be limited by the President of the Board to a speaking time of three minutes.

All items on this agenda are subject to discussion and direction.

HILTON CREEK COMMUNITY SERVICES DISTRICT CHECKS WRITTEN - ALL FUNDS August 14 through September 10, 2024

Type	Date	Num	Name	Memo	Amount
Aug 14 - 17, 24					
Bill Pmt -...	08/14/2024		Bank of America	FEE - REMOTE DEPOSIT	-15.00
Bill Pmt -...	08/14/2024		Intuit	FEE - CUSTOMER ACH	-3.00
Bill Pmt -...	08/14/2024		Intuit	FEE CUSTOMER ACH PAYMENT	-3.00
Bill Pmt -...	08/14/2024		UMPQUA BANK	JULY 2024 - PAID ONLINE	-4,674.62
Aug 14 - 17, 24					-4,695.62
Week of Aug 18, 24					
Week of Aug 18, 24					
Week of Aug 25, 24					
Liability C...	08/28/2024	8575	PERS 457 Contributions	3320645013	-183.33
Liability C...	08/28/2024	8576	PERS Retirement	3320645013	-446.13
Bill Pmt -...	08/28/2024		PERS - Other	GASB 68 Reporting	-700.00
Bill Pmt -...	08/28/2024		PERS Retirement	JULY EMPLOYER CONT	-652.60
Liability C...	08/29/2024		QuickBooks Payroll Service	Created by Payroll Service on 08/28/2024	-12,595.54
Paycheck	08/30/2024		BEATTY, LORINDA A	Direct Deposit	0.00
Paycheck	08/30/2024		CZESCHIN, WILLIAM	Direct Deposit	0.00
Paycheck	08/30/2024		CZESCHIN, WINDSOR	Direct Deposit	0.00
Paycheck	08/30/2024		Kirwan, Dena	Direct Deposit	0.00
Paycheck	08/30/2024		PRESTON, DEVIN M	Direct Deposit	0.00
Paycheck	08/30/2024	8575	SHIPLEY, STEVE H		-258.55
Paycheck	08/30/2024		CONNOLLY, ISABEL S	Direct Deposit	0.00
Paycheck	08/30/2024	8576	Hatter, Jason T	Hours & Supplies - August 2024	-498.44
Paycheck	08/31/2024		HAFNER, KEITH	Direct Deposit	0.00
Week of Aug 25, 24					-15,334.59
Week of Sep 1, 24					
Liability C...	09/03/2024	E-pay	Emp. Dev. Dept.	499-0247-1 QB Tracking # 624148010	-31.47
Liability C...	09/03/2024	E-pay	Emp. Dev. Dept.	499-0247-1 QB Tracking # 626893010	-776.44
Liability C...	09/03/2024	E-pay	EFTPS	94-2834850 QB Tracking # 627511010	-1,653.54
Paycheck	09/04/2024	8577	Hatter, Jason T		-912.50
Liability C...	09/04/2024		QuickBooks Payroll Service	Created by Payroll Service on 09/03/2024	-5,590.32
Bill Pmt -...	09/06/2024		PERS Health Insurance	2024 SEPTEMBER	-2,702.07
Bill Pmt -...	09/07/2024		AT&T		-478.90
Bill Pmt -...	09/07/2024		FRONTIER COMMUNICATIONS	Pump Station Alarm System 8/22/2024 t...	-43.08
Bill Pmt -...	09/07/2024		MCWD	Lab Testing SEPT - PAID ONLINE	-90.00
Bill Pmt -...	09/07/2024		SCE Plant	08/02/2024 TO 09/02/2024	-2,752.02
Bill Pmt -...	09/07/2024		SCE Pump Station	08/02/2024 TO 09/02/2024	-880.47
Bill Pmt -...	09/07/2024	8578	APG - Neuros Inc.	Blower - SALES TAX	-4,025.82
Bill Pmt -...	09/07/2024	8579	BABCOCK LABORATORIES, I...	Lab Testing AUG 2024	-110.26
Bill Pmt -...	09/07/2024	8580	BILLY CZESCHIN		-13,396.00
Bill Pmt -...	09/07/2024	8581	Emp. Dev. Dept.	Letter IDI0684761296	-100.15
Week of Sep 1, 24					-33,543.04
Sep 8 - 10, 24					

4:22 PM

09/07/24

Accrual Basis

HILTON CREEK COMMUNITY SERVICES DISTRICT
CHECKS WRITTEN - ALL FUNDS
August 14 through September 10, 2024

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Sep 8 - 10, 24					
TOTAL					-53,573.25

Hilton Creek Community Services District Sewer Funds Account Balances Preliminary Year End Report As Of August 31, 2024					
	Previous				8/31/2024
Account	Balance	Credits	Debits	Adjustments	Balance
**Bank of America *	54,711.31	48,577.75	(50,885.17)	221.63	52,625.52
Sewer Fund Use Fees & Expenses		27,278.51	(48,214.25)		
Cancelled / Return/ Fin. Chg Other				221.63	
County Inv. Pool Transfer		-			
LAIF Transfers					
Capital Reserve Transfer		19,138.00			
Connection Fees		-	-		
County Loan Transfer					
Availability Fees					
Juniper Deposits/Expenses		2,161.24	(2,670.92)		
Juniper Drive Transfers		-	-		
Admin / Late Fees		-			
Capital Reserve	114,932.72	0.92	(19,138.00)	-	95,795.64
Connection & Availability Fees					
Transfers			(19,138.00)		Blower
Interest		0.92			
LAIF	5,315.29	-	-	-	5,315.29
Checking Transfers					No Change
Interest					
Other					
Other					
County Investment Pool	577,553.34	5,451.34	-	-	583,004.68
Checking Transfers			-		6/30/2024
LAIF Transfers					
Interest		5,047.56			Funds Interest
Unsec. Property Tax		156.47			Tax Fund Interest
Secure Property Tax					
Other		247.31			HOPTR
Unitary Property Tax					
Delinquent Accounts Collection					
Total**	752,512.66	54,030.01	(70,023.17)	221.63	736,741.13

** Balance Owed to Sewer Fund 509.68
Total with Juniper Drive Oweing 737,250.81

COUNTY INVESTMENT POOL HOLDINGS - REMAINS WITHIN INVEMENT POOL					
HOLDINGS	160,092.80	(25,000.00)	-	-	135,092.80
Emergency Reserves Holdings	42,546.40				42,546.40
Capital Reserves Holdings	42,546.40				42,546.40
Operation Reserves Holdings	25,000.00				25,000.00
Operations Generator Holdings					-
Operations - Vehicle Replacements					-
PERS UAL Holdings	25,000.00	(25,000.00)			-
Personnel Leave Liability Holdings	25,000.00				25,000.00
					-

Juniper Drive Special Zone of Benefit Funds
Preliminary Year End Report As Of
August 31, 2024

	Previous	Credits	Debits	Adjustments	8/31/2024 Balance
Bank of America	147,374.33	2,212.38	(6.00)	-	149,580.71
Juniper Drive Fees Collected		2,212.38			
Juniper Drive Expenses			(6.00)		
LAIF	4,966.45	-	-	-	4,966.45
Interest					<i>No Change</i>
Other					
County Investment Pool	326,823.77	2,737.79	-	-	329,561.56
Checking Transfers					<i>6/30/2024 adj</i>
Interest		2,737.79			<i>Funds Interest</i>
Other					
Total**	479,164.55	4,950.17	(6.00)	-	484,108.72

** Balance Owed to Sewer Fund (509.68)
Total with Balance Owed to Sewer Fund 483,599.04

Juniper Drive Wash					
Fwd	JD Fees Coll	JD Checks	*Adjust	SF Paid	JD Owes SF
	(0.00)	2,161.24	(2,670.92)		(509.68)

Funds collected / paid in Sewer Fund

*Prior month adjustments

HILTON CREEK COMMUNITY SERVICES DISTRICT

Balance Sheet

As of August 31, 2024

09/07/24

Accrual Basis

	Aug 31, 24
ASSETS	
Current Assets	
Checking/Savings	
10000 · 1 Bank of America-Checking	52,625.52
12000 · 3 B of America-Capital Reserve	95,795.64
13000 · 4 Mono Co Treasury Inv. Pool	583,004.68
14000 · 5 LAIF	
General Sewer Fund	4,957.36
14000 · 5 LAIF - Other	357.93
Total 14000 · 5 LAIF	5,315.29
Total Checking/Savings	736,741.13
Accounts Receivable	
10100 · Accounts receivable	
10101 · SEWER USE FEES	
10105 · Finance Charge	1,706.30
10109 · LIEN FEE	-100.00
10101 · SEWER USE FEES - Other	139,957.98
Total 10101 · SEWER USE FEES	141,564.28
10102 · AVAILABILITY FEES	4,295.00
10107 · Non Customer (To record and reconcile bank transactions fro...	-211.60
10108 · ADMIN FEE - DELINQUENT ACCOUNTS (ANY FEE ASSOCIATE...	2,262.50
10100 · Accounts receivable - Other	-495.54
Total 10100 · Accounts receivable	147,414.64
10103 · SEWER CONNECTION FEE	-110.62
Total Accounts Receivable	147,304.02
Other Current Assets	
10202 · Allowance for uncollectibles	-254.45
1499 · Undeposited Funds	597.91
Total Other Current Assets	343.46
Total Current Assets	884,388.61
Fixed Assets	
10300 · Property, Plant & Equipment	
10301 · Equipment	3,104,881.53
10302 · Facilities Improvements	78,028.37
10303 · Other Equipment	21,391.22
10304 · Vehicles	16,500.00
10300 · Property, Plant & Equipment - Other	53,625.00
Total 10300 · Property, Plant & Equipment	3,274,426.12
Total Fixed Assets	3,274,426.12
Other Assets	
10305 · Accumulated depreciation	-2,889,582.35
Total Other Assets	-2,889,582.35
TOTAL ASSETS	1,269,232.38
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · *Accounts Payable (Unpaid or unapplied vendor bills or credits)	-90.00
Total Accounts Payable	-90.00

HILTON CREEK COMMUNITY SERVICES DISTRICT

09/07/24

Balance Sheet

Accrual Basis

As of August 31, 2024

	Aug 31, 24
Other Current Liabilities	
10400 · Accounts payable	2,877.10
17000 · Juniper Dr SZB Clearing Acct	-3,917.04
2100 · Payroll Liabilities	1,977.49
2110 · Direct Deposit Liabilities (Direct Deposit Liabilities)	5,746.37
Total Other Current Liabilities	6,683.92
Total Current Liabilities	6,593.92
Long Term Liabilities	
10502 · PENSION LIABILITIES	
10503 · Def inflows of resources-actuar	49,993.00
10504 · Def outflows of resources-actua	-100,283.00
10506 · Net Pension Liability	310,167.00
Total 10502 · PENSION LIABILITIES	259,877.00
2500 · Loan - LA County (Zero percent interest loan from L.A. County thro...	91,806.00
Total Long Term Liabilities	351,683.00
Total Liabilities	358,276.92
Equity	
1110 · Retained Earnings (Retained Earnings)	791,764.03
1112 · Capital Improvement Reserve	152,054.71
Net Income	-32,863.28
Total Equity	910,955.46
TOTAL LIABILITIES & EQUITY	1,269,232.38

HILTON CREEK COMMUNITY SERVICES DISTRICT

All Sewer Fund Transaction Detail Report

August 2024

Type	Date	Num	Name	Memo	Account	Class	Split	Debit	Credit
Bill Pmt -Check	08/01/2024		AT&T	JULY 2027	10000 · 1 Bank o...		20000 · *Accou...		257.27
Deposit	08/02/2024			Deposit	10000 · 1 Bank o...		1499 · Undepo...	580.68	
Check	08/05/2024	8565	CHERRY / MOORE	6023028 OVE...	10000 · 1 Bank o...		10101 · SEWE...		50.00
Deposit	08/05/2024			Deposit	10000 · 1 Bank o...		-SPLIT-	1,221.58	
Deposit	08/05/2024			Deposit	10000 · 1 Bank o...		-SPLIT-	877.80	
Deposit	08/05/2024			Deposit	10000 · 1 Bank o...		-SPLIT-	4,242.70	
Deposit	08/05/2024			Deposit	10000 · 1 Bank o...		-SPLIT-	12,502.12	
Deposit	08/05/2024			Deposit	10000 · 1 Bank o...		1499 · Undepo...	292.60	
Deposit	08/05/2024			VOID: Deposit	10000 · 1 Bank o...		1499 · Undepo...	0.00	
Deposit	08/05/2024			Deposit	10000 · 1 Bank o...		1499 · Undepo...	146.30	
Deposit	08/05/2024			Deposit	10000 · 1 Bank o...		1499 · Undepo...	74.00	
Deposit	08/05/2024			Deposit	10000 · 1 Bank o...		1499 · Undepo...	110.62	
Deposit	08/05/2024			Deposit	10000 · 1 Bank o...		1499 · Undepo...	146.30	
Deposit	08/05/2024			Deposit	10000 · 1 Bank o...		1499 · Undepo...	146.30	
Deposit	08/05/2024			Deposit	10000 · 1 Bank o...		1499 · Undepo...	55.31	
Bill Pmt -Check	08/05/2024		MAMMOTH DISPO...	July 2024	10000 · 1 Bank o...		20000 · *Accou...		218.04
Deposit	08/05/2024			Deposit	10000 · 1 Bank o...		1499 · Undepo...	73.15	
Deposit	08/05/2024		JUNIPER DRIVE FE...	Deposit	10000 · 1 Bank o...		-SPLIT-	1,177.04	
Bill Pmt -Check	08/06/2024		MCWD	Lab Testing J...	10000 · 1 Bank o...		20000 · *Accou...		180.00
Liability Check	08/07/2024	E-pay	Emp. Dev. Dept.	499-0247-1 Q...	10000 · 1 Bank o...		-SPLIT-		38.44
Liability Check	08/07/2024	E-pay	EFTPS	94-2834850 Q...	10000 · 1 Bank o...		-SPLIT-		3,880.00
Liability Check	08/07/2024	E-pay	Emp. Dev. Dept.	499-0247-1 Q...	10000 · 1 Bank o...		-SPLIT-		1,256.32
Deposit	08/08/2024			Deposit	10000 · 1 Bank o...		1499 · Undepo...	269.39	
Deposit	08/09/2024			Reimbursmen...	10000 · 1 Bank o...		4030 · Reimbu...	80.00	
Deposit	08/09/2024			Deposit	10000 · 1 Bank o...		1499 · Undepo...	146.30	
Deposit	08/09/2024			Deposit	10000 · 1 Bank o...		1499 · Undepo...	146.30	
Deposit	08/11/2024			Deposit	10000 · 1 Bank o...		1499 · Undepo...	146.30	
Deposit	08/12/2024		JUNIPER DRIVE FE...	Deposit	10000 · 1 Bank o...		-SPLIT-	590.52	
Deposit	08/12/2024			Deposit	10000 · 1 Bank o...		1499 · Undepo...	292.60	
Check	08/13/2024	8563	PINA	VOID: T-9100...	10000 · 1 Bank o...		10108 · ADMI...	0.00	
Bill Pmt -Check	08/13/2024		FRONTIER COMM...	Pump Station ...	10000 · 1 Bank o...		20000 · *Accou...		43.11
Check	08/13/2024	8564	PINA	T-910001356-...	10000 · 1 Bank o...	162	10101 · SEWE...		146.30
Bill Pmt -Check	08/13/2024	8566	APG - Neuros Inc.	Blower	10000 · 1 Bank o...		20000 · *Accou...		19,138.00
Bill Pmt -Check	08/13/2024	8567	BABCOCK LABOR...	Lab Testing J...	10000 · 1 Bank o...		20000 · *Accou...		110.26
Bill Pmt -Check	08/13/2024	8568	INFOSEND, INC	CUSTOMER ...	10000 · 1 Bank o...		20000 · *Accou...		411.84
Bill Pmt -Check	08/13/2024	8569	MAMMOTH BUSIN...	INVOICE 10794	10000 · 1 Bank o...		20000 · *Accou...		85.86
Bill Pmt -Check	08/13/2024	8570	THE SHEET	Public Notices	10000 · 1 Bank o...		20000 · *Accou...		900.00
Bill Pmt -Check	08/13/2024	8571	Undergrnd.Serv. Ale...	ANNUAL ME...	10000 · 1 Bank o...		20000 · *Accou...		300.00
Bill Pmt -Check	08/13/2024	8572	DEVIN PRESTON	MEDICAL RE...	10000 · 1 Bank o...		20000 · *Accou...		1,120.00
Bill Pmt -Check	08/13/2024	8573	Lorinda Beatty	MEDICAL RE...	10000 · 1 Bank o...		20000 · *Accou...		919.52
Bill Pmt -Check	08/13/2024	8574	Windsor Czeschin_	Medical Reim...	10000 · 1 Bank o...		20000 · *Accou...		1,800.00
Deposit	08/14/2024			Deposit	10000 · 1 Bank o...		-SPLIT-	4,429.30	
Deposit	08/14/2024			Deposit	10000 · 1 Bank o...		-SPLIT-	438.90	
Bill Pmt -Check	08/14/2024		Bank of America	FEE - REMO...	10000 · 1 Bank o...		20000 · *Accou...		15.00
Bill Pmt -Check	08/14/2024		Intuit	FEE - CUSTO...	10000 · 1 Bank o...		20000 · *Accou...		3.00
Bill Pmt -Check	08/14/2024		Intuit	FEE CUSTO...	10000 · 1 Bank o...		20000 · *Accou...		3.00
Deposit	08/14/2024			Deposit	10000 · 1 Bank o...		-SPLIT-	0.00	
Deposit	08/14/2024			Deposit	10000 · 1 Bank o...		1499 · Undepo...	146.30	
Deposit	08/14/2024			Deposit	10000 · 1 Bank o...		1499 · Undepo...	146.30	

HILTON CREEK COMMUNITY SERVICES DISTRICT

All Sewer Fund Transaction Detail Report

August 2024

Type	Date	Num	Name	Memo	Account	Class	Split	Debit	Credit
Deposit	08/14/2024			Deposit	10000 · 1 Bank o...		1499 · Undepo...	146.30	
Bill Pmt -Check	08/14/2024		UMPQUA BANK	JULY 2024 -...	10000 · 1 Bank o...		20000 · *Accou...		4,674.62
Deposit	08/15/2024			Deposit	10000 · 1 Bank o...		1499 · Undepo...	73.15	
Deposit	08/15/2024			Deposit	10000 · 1 Bank o...		1499 · Undepo...	146.30	
Deposit	08/15/2024		JUNIPER DRIVE FE...	Deposit	10000 · 1 Bank o...		17000 · Junipe...	393.68	
Deposit	08/19/2024			Deposit	10000 · 1 Bank o...		1499 · Undepo...	146.30	
Transfer	08/22/2024			Blower - Invoi...	10000 · 1 Bank o...	162	12000 · 3 B of ...	16,404.00	
Transfer	08/22/2024			Blower - Invoi...	10000 · 1 Bank o...	162	12000 · 3 B of ...	2,734.00	
Deposit	08/24/2024			Deposit	10000 · 1 Bank o...		1499 · Undepo...	55.31	
Liability Check	08/28/2024	8575	PERS 457 Contributi...	3320645013	10000 · 1 Bank o...		2101 · 457 Em...		183.33
Liability Check	08/28/2024	8576	PERS Retirement	3320645013	10000 · 1 Bank o...		2103 · B Retire...		446.13
Bill Pmt -Check	08/28/2024		PERS - Other	GASB 68 Rep...	10000 · 1 Bank o...		20000 · *Accou...		700.00
Bill Pmt -Check	08/28/2024		PERS Retirement	JULY EMPLO...	10000 · 1 Bank o...		20000 · *Accou...		652.60
Liability Check	08/29/2024		QuickBooks Payroll ...	Created by P...	10000 · 1 Bank o...		2110 · Direct D...		12,595.54
Paycheck	08/30/2024		BEATTY, LORINDA A	Direct Deposit	10000 · 1 Bank o...	162	-SPLIT-	0.00	
Paycheck	08/30/2024		CZESCHIN, WILLIAM	Direct Deposit	10000 · 1 Bank o...	162	-SPLIT-	0.00	
Paycheck	08/30/2024		CZESCHIN, WINDS...	Direct Deposit	10000 · 1 Bank o...	162	-SPLIT-	0.00	
Paycheck	08/30/2024		Kirwan, Dena	Direct Deposit	10000 · 1 Bank o...	162	-SPLIT-	0.00	
Paycheck	08/30/2024		PRESTON, DEVIN M	Direct Deposit	10000 · 1 Bank o...	162	-SPLIT-	0.00	
Paycheck	08/30/2024	8575	SHIPLEY, STEVE H	Direct Deposit	10000 · 1 Bank o...	162	-SPLIT-		258.55
Paycheck	08/30/2024		CONNOLLY, ISABE...	Direct Deposit	10000 · 1 Bank o...	162	-SPLIT-	0.00	
Paycheck	08/30/2024	8576	Hatter, Jason T	Hours & Supp...	10000 · 1 Bank o...	162	-SPLIT-		498.44
Paycheck	08/31/2024		HAFNER, KEITH	Direct Deposit	10000 · 1 Bank o...	162	-SPLIT-	0.00	
TOTAL								48,577.75	50,885.17

HILTON CREEK COMMUNITY SERVICES DISTRICT

Juniper Drive Clearing Account Monthly Detail Report

August 2024

Type	Date	Name	Memo	Class	Debit	Credit
Bill	08/01/2024	PERS Health Insura...	10% Health Ins	164	238.43	
Bill	08/01/2024	PERS Health Insura...	10% Health Ins	164	31.79	
Bill	08/01/2024	AT&T	10%	164	25.73	
Deposit	08/05/2024	JUNIPER DRIVE FE...	J6020010-001	164		196.84
Deposit	08/05/2024	JUNIPER DRIVE FE...	J6012003	164		196.84
Deposit	08/05/2024	JUNIPER DRIVE FE...	J6016005	164		389.68
Deposit	08/05/2024	JUNIPER DRIVE FE...	J6017015	164		196.84
Deposit	08/05/2024	JUNIPER DRIVE FE...	J6016004	164		196.84
Deposit	08/12/2024	JUNIPER DRIVE FE...	6019007 HART	164		393.68
Deposit	08/12/2024	JUNIPER DRIVE FE...	J6012002 CA...	164		196.84
Bill	08/13/2024	INFOSEND, INC	10% CUSTO...	164	41.19	
Bill	08/13/2024	THE SHEET	Public Notice ...	164	36.00	
Bill	08/13/2024	THE SHEET	Budget Heari...	164	11.25	
Bill	08/13/2024	Lorinda Beatty	10% JD	164	91.96	
Bill	08/13/2024	DEVIN PRESTON	10% MEDICA...	164	112.00	
Bill	08/13/2024	Windsor Czeschin_	10% Medical ...	164	180.00	
Bill	08/14/2024	UMPQUA BANK	10% STORA...	164	384.81	
Bill	08/14/2024	UMPQUA BANK	10% OFFICE	164	51.26	
Bill	08/14/2024	UMPQUA BANK	10% FUEL & ...	164	23.40	
Deposit	08/15/2024	JUNIPER DRIVE FE...	KASDAN	164		393.68
Bill	08/28/2024	PERS - Other	GASB 68	164	70.00	
Bill	08/28/2024	PERS Retirement	10%	164	65.26	
General Journal	08/28/2024			164	0.00	
General Journal	08/28/2024		Total 10% IC ...	164	18.33	
General Journal	08/28/2024		Total 10% W...	164	28.33	
General Journal	08/28/2024		Total 10% DP...	164	28.33	
General Journal	08/28/2024		Total 10% SS...	164	28.33	
General Journal	08/28/2024		10% GROSS ...	164	309.98	
General Journal	08/28/2024		10% GROSS ...	164	18.33	
General Journal	08/28/2024		10% GROSS ...	164	93.14	
General Journal	08/28/2024		10% GROSS ...	164	637.33	
General Journal	08/28/2024		10% GROSS ...	164	127.40	
General Journal	08/28/2024		10% GROSS ...	164	0.00	
General Journal	08/28/2024		10% GROSS ...	164	18.34	
TOTAL					2,670.92	2,161.24

JUNIPER DRIVE SPECIAL ZONE OF BENEFIT

09/07/24

Balance Sheet

Accrual Basis

As of August 31, 2024

	<u>Aug 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
101 - Checking - B of A	149,580.71
102 - LAIF	4,966.45
Mono County Treasury Inv. Pool	329,561.56
Total Checking/Savings	<u>484,108.72</u>
Accounts Receivable	
120 - ACCOUNTS RECEIVABLE	
121 - FINANCE CHARGES	1,320.94
122 - MAINTENANCE FEES	19,480.46
Total 120 - ACCOUNTS RECEIVABLE	<u>20,801.40</u>
Total Accounts Receivable	20,801.40
Other Current Assets	
JDSZB Wash Account	-3,917.04
Total Other Current Assets	<u>-3,917.04</u>
Total Current Assets	<u>500,993.08</u>
TOTAL ASSETS	<u>500,993.08</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
202 - ACCOUNTS PAYABLE	108.00
Total Accounts Payable	<u>108.00</u>
Total Current Liabilities	<u>108.00</u>
Total Liabilities	108.00
Equity	
32000 · 304 - Retained Earnings	492,797.95
Net Income	8,087.13
Total Equity	<u>500,885.08</u>
TOTAL LIABILITIES & EQUITY	<u>500,993.08</u>

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09/06/24

Accrual Basis

JUNIPER DRIVE SPECIAL ZONE OF BENEFIT
Transactions By Month
August 2024

Type	Date	Memo	Account	Clr	Split	Debit	Credit
Aug 24							
Deposit	08/05/2024	Deposit	101 - Checking - B o...	X	-SPLIT-	874.46	
Deposit	08/05/2024	Deposit	101 - Checking - B o...	X	12000 · Undep...	393.68	
Deposit	08/08/2024	Deposit	101 - Checking - B o...	X	12000 · Undep...	98.42	
Check	08/12/2024	ACH Payment	101 - Checking - B o...	X	60400 · 502 - ...		3.00
Check	08/13/2024	ACH PAYME...	101 - Checking - B o...	X	60400 · 502 - ...		3.00
Deposit	08/14/2024	Deposit	101 - Checking - B o...	X	-SPLIT-	845.82	
Aug 24						2,212.38	6.00

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09/06/24

Accrual Basis

JUNIPER DRIVE WASH ACCCOUNT

Transactions By Month

August 2024

Type	Date	Num	Name	Memo	Account	Clr	Split	Debit	Credit
Aug 24									
General Journal	08/01/2024	LB FY...		Health Insura...	JDSZB Wash Account		-SPLIT-		238.43
General Journal	08/01/2024	LB FY...		Health Insura...	JDSZB Wash Account		JDSZB Wash ...		31.79
General Journal	08/01/2024	LB FY...		ATT	JDSZB Wash Account		68100 · 515 - T...		25.73
Deposit	08/05/2024			Deposit	JDSZB Wash Account		-SPLIT-	1,177.04	
Deposit	08/12/2024			Deposit	JDSZB Wash Account		-SPLIT-	590.52	
General Journal	08/13/2024	LB FY...		PUBLIC NOTI...	JDSZB Wash Account		-SPLIT-		36.00
General Journal	08/13/2024	LB FY...		PUBLIC NOTI...	JDSZB Wash Account		JDSZB Wash ...		11.25
General Journal	08/13/2024	LB FY...		Win. Czes Me...	JDSZB Wash Account		504 D 10% Dir ...		180.00
General Journal	08/13/2024	LB FY...		DP Med Reimb	JDSZB Wash Account		504 D 10% Dir ...		112.00
General Journal	08/13/2024	LB FY...		10% Medical ...	JDSZB Wash Account		504 C EE Med ...		91.96
General Journal	08/13/2024	LB FY...		Infosend - Cu...	JDSZB Wash Account		64900 · 507 - ...		41.19
General Journal	08/14/2024	LB FY...		CC Fuel	JDSZB Wash Account		-SPLIT-		23.40
General Journal	08/14/2024	LB FY...		CC Office Exp...	JDSZB Wash Account		JDSZB Wash ...		51.26
General Journal	08/14/2024	LB FY...		storage contai...	JDSZB Wash Account		JDSZB Wash ...		384.81
Deposit	08/15/2024			Deposit	JDSZB Wash Account		12000 · Undep...	393.68	
General Journal	08/28/2024	LB FY...		GASB68	JDSZB Wash Account		509-A - Audit		70.00
General Journal	08/28/2024	LB FY...		10% Retireme...	JDSZB Wash Account		-SPLIT-		65.26
General Journal	08/28/2024	LB FY...		10% IC Gross...	JDSZB Wash Account				18.33
General Journal	08/28/2024	LB FY...		10% WC Gro...	JDSZB Wash Account				28.33
General Journal	08/28/2024	LB FY...		10% DP Gros...	JDSZB Wash Account				28.33
General Journal	08/28/2024	LB FY...		10% SS Gros...	JDSZB Wash Account				28.33
General Journal	08/28/2024	LB FY...		10% GROSS ...	JDSZB Wash Account		-SPLIT-		637.33
General Journal	08/28/2024	LB FY...		10% ADD RE...	JDSZB Wash Account		JDSZB Wash ...		127.40
General Journal	08/28/2024	LB FY...		100% JUNIP...	JDSZB Wash Account		JDSZB Wash ...	0.00	
General Journal	08/28/2024	LB FY...		100% JUNIP...	JDSZB Wash Account		JDSZB Wash ...		18.33
General Journal	08/31/2024	LB FY...		10% Gross L...	JDSZB Wash Account		-SPLIT-		309.98
General Journal	08/31/2024	LB FY...		10% ADD CO...	JDSZB Wash Account		JDSZB Wash ...		18.34
General Journal	08/31/2024	LB FY...		10% Project A...	JDSZB Wash Account		JDSZB Wash ...		93.14
								2,161.24	2,670.92

Aug 24

HILTON CREEK COMMUNITY SERVICES DISTRICT

Profit & Loss

August 2024

	Aug 24
Ordinary Income/Expense	
Income	
4015 · Fees (Fees)	
4010 · Use Fees	90,735.23
4015 · Fees (Fees) - Other	814.80
Total 4015 · Fees (Fees)	91,550.03
4030 · Reimbursed Expenses (Reimbursed Expenses)	80.00
7033 · Mono County Tax Revenue	247.31
Total Income	91,877.34
Gross Profit	91,877.34
Expense	
6003 · Depreciation Expense (Depreciation Expense)	4,200.00
6100 · Employee Benefits	
6101 · Health Insurance	
6103B · Health Insurance - OIT	2,145.81
6104 · D Health Insurance - Retired	286.04
Total 6101 · Health Insurance	2,431.85
6106 · Retirement	
6107 · Retirement - ER Contribution (Employer Paid Contributions)	
6100A · RETIREMENT ER CONT - OPER II	587.34
Total 6107 · Retirement - ER Contribution (Employer Paid Contributions)	587.34
Total 6106 · Retirement	587.34
6117 · Add Compensation - Director	660.00
6119A · Add Compensation Oper II	-18.34
6119B · Add Compensation OIT	0.00
6120 · Add Compensation - Secretary	165.00
6121 · A Medical Reimb - Board	2,628.00
6122 · A Medical Reimb - Employee	827.56
Total 6100 · Employee Benefits	7,281.41
6200 · Payroll Expenses	
6201 · Gross Payroll-Board of Director	270.00
6203A · Gross Payroll - Oper II	5,736.01
6204A · Gross Payroll Op II - Add Dutie	1,146.58
6205A · Gross PR Oper II OT 1.5 Op II	1,156.99
6206A · Gross PR Op II Standby	387.50
6207 · Gross Payroll - Chief Plant Op (Chief Plant Operator - Part Time)	
6208 · Weekly Standby Stipend - CPO	50.00
6207 · Gross Payroll - Chief Plant Op (Chief Plant Operator - Part Time) - Other	7,672.50
Total 6207 · Gross Payroll - Chief Plant Op (Chief Plant Operator - Part Time)	7,722.50
6211 · Gross Payroll - Per Diem Ops	1,475.00
6212 · Gross Payroll-Secretary	3,589.86
6213 · Per Diem - Project Assistant (Per Diem Employee - Project Assistant Admi...	838.26
6215 · Payroll Taxes	1,261.80
6200 · Payroll Expenses - Other	0.00
Total 6200 · Payroll Expenses	23,584.50
6280 · Professional Fees (Professional Fees)	
6281 · Audit (Accounting Fees)	630.00
Total 6280 · Professional Fees (Professional Fees)	630.00
6500 · Operations Administration (Operation expense accounts that do not fall und...	
6505 · Dues and Subscriptions (Dues and Subscriptions)	300.00

HILTON CREEK COMMUNITY SERVICES DISTRICT

Profit & Loss

09/07/24

August 2024

Accrual Basis

Aug 24

6557 · Telephone (Telephone)	
6557B · Telephone - Cell (Telephone expenses associated with cell service for...	231.54
6557C · Telephone - Fire Alarm (Telephone expenses associated with the alar...	43.11
Total 6557 · Telephone (Telephone)	274.65
6560 · Contingency	3,463.32
Total 6500 · Operations Administration (Operation expense accounts that do not fall...	4,037.97
6550 · Office Expenses (Office Expenses can include bank services charges, paper ...	
6550A · Bank Service Charges (Bank Service Charges)	21.00
6550C · Website / Advert./ Pub Notice (Expenses associated with website or adv...	6.15
6550D · Statement Production - AR (Expenses associated with production and o...	370.65
6550E · Postage/Shipping - Lab Testing (Postage or shipping associated with la...	171.36
6550G · Office Communication- Not Phone (Communication Subscriptions, servi...	36.00
6550J · Office General / Misc (General Office Supplies - paper, printing, toner, mi...	311.90
Total 6550 · Office Expenses (Office Expenses can include bank services charges, ...	917.06
6600 · Repairs & Maintenance	
6601 · A Automobile Expense (Automobile Expense)	
6601A · Fuel (Fuel Only all other expesnes see Maintenance)	210.56
Total 6601 · A Automobile Expense (Automobile Expense)	210.56
6603 · Lab Testing (Expenses associated with lab testing)	290.26
6604 · Plant - General / Misc (Expenses related to the plant but not equipment; ie...	1,167.30
6605 · Tools & Equipment - Non Capital (Tools and Equipment)	5.21
6621 · Blower Project (Blower Replace Project - Capital)	19,138.00
6600 · Repairs & Maintenance - Other	65.00
Total 6600 · Repairs & Maintenance	20,876.33
Total Expense	61,527.27
Net Ordinary Income	30,350.07
Other Income/Expense	
Other Income	
7031 · Interest Income (Interest Income)	5,204.95
Total Other Income	5,204.95
Other Expense	
8010 · Other Expenses (Other Expenses)	-221.24
Total Other Expense	-221.24
Net Other Income	5,426.19
Net Income	35,776.26

**HILTON CREEK COMMUNITY SERVICES DISTRICT
ACTUAL TO BUDGET FY 2024-2025
Saturday, August 31, 2024**

		2024/2025 Proposed SEWER Budget	July	August	Year To Date	Over (Under)
REVENUE			0.0833	0.1667		
General Operating Revenue:						
1	Property Taxes <u>Transferred</u> to Operations	313,490.88			-	(313,490.88)
Sewer Operation & Maintenance Revenue:						
2	Sewer Use Fees	536,280.00	46,327.81		46,327.81	(489,952.19)
Sewer Capital Improvement Revenue: Moved Investment Revenue						
3	Interest on Investments	-			-	-
4	Transfer From Reserves	-	25,000.00		25,000.00	25,000.00
5	Transfer From Other Funds	-			-	-
6	Other Revenue	-			-	-
7	Late Charges	-			-	-
	<i>Juniper Drive Funds Collected or (Transferred)</i>		3,010.44		3,010.44	
TOTAL REVENUES		849,770.88	74,338.25	-	74,338.25	(778,443.07)
EXPENSES						
ADMINISTRATION EXPENSES						
8	Administration Fees	500.00			-	(500.00)
9	Transfer out to Emergency Reserves	-			-	
10	Transfer out to Capital Improvement Projects	-			-	
11	***Depreciation Expense (Book Entry Only)	50,000.00	4,200.00	4,200.00	8,400.00	(41,600.00)
SUBTOTAL		50,500.00	4,200.00	4,200.00	8,400.00	(42,100.00)

		2024/2025 Proposed SEWER Budget			Year To Date	Over
			July	August		
Estimated EMPLOYEE BENEFITS						
12	Medical Reimbursement - Director (5)	14,893.36		2,628.00	2,628.00	(12,265.36)
13	Medical Reimbursement - GM	1,620.00			-	(1,620.00)
14	Medical Reimbursement - Oper II	6,115.50			-	
15	Medical Reimbursement - OIT	1,620.00				
16	Medical Reimbursement - Secretary	1,784.85		827.56	827.56	
17	Health Insurance (1) General Manager	25,200.00				(25,200.00)
18	Health Insurance (1) Base Rate Oper II	25,200.00	2,147.52	2,145.81	4,293.33	(20,906.67)
19	Health Insurance OIT (Currently Unfilled)	25,200.00				(25,200.00)
20	Health Insurance - Retired (2)	3,240.00	287.19	286.04	573.23	(2,666.77)
21	Retirement Benefits - Employer Contributions GM	9,900.00			-	(9,900.00)
22	Retirement Benefits - Employer Contributions Oper II (10.15%)	7,390.44	587.37	587.37	1,174.74	(6,215.70)
23	Retirement Benefits - Employer Contributions OIT (Pepra 7.87%)	4,051.48				
24	Additional Compensation - GM	1,980.00			-	(1,980.00)
25	Additional Compensation - Oper II	1,980.00	348.36	(18.34)		
26	Additional Compensation - OIT	1,980.00			-	(1,980.00)
27	Add Compensation - Directors	9,900.00	660.12	660.00	1,320.12	(8,579.88)
28	Add Compensation - Secretary	1,980.00	165.03	165.00	330.03	(1,649.97)
SUBTOTAL		144,035.63	4,195.59	7,281.44	11,147.01	(118,164.36)

		2024/2025 Proposed SEWER Budget	July	August	Year To Date	Over
PAYROLL						
Salaries & Employee Benefits:					-	
29	Director's Gross Salary + \$3,000 Special Meetings if they occur	8,100.00	270.00	270.00	540.00	(7,560.00)
30	General Manager Salary	95,990.27			-	(95,990.27)
31	Operator II	72,812.25	5,737.32	5,736.01	11,473.33	(61,338.92)
32	Operator II Overtime	12,000.00	1,726.40	1,156.99	2,883.39	(9,116.61)
33	Operator II Additional Duties Pay	14,940.00	1,146.84	1,146.58	2,293.42	(12,646.58)
34	Operator II Operations Stand by Time	3,000.00	406.25	387.50	793.75	(2,206.25)
35	OIT	51,480.00				
36	OIT Overtime (100 Hours)	4,125.00				
37	OIT Operations Stand by Time	1,000.00				
38	Chief Plant Operator - Part Time	80,000.00	4,372.50	7,672.50	12,045.00	(67,955.00)
39	CPO Operations Stand by Time	1,000.00		50.00	50.00	
40	Perdiem Operations	20,000.00	1,807.50	1,475.00	3,282.50	(16,717.50)
41	Secretarial Gross Salary Part Time	45,540.00	5,309.86	3,589.86	8,899.72	(36,640.28)
42	Per Diem Project Assistant	19,800.00	803.70	838.26		
43	Per Diem Assistant Secretary	19,800.00	-			
44	Payroll Taxes	18,900.00	1,354.85	1,261.80	2,616.65	(16,283.35)
SUBTOTAL		468,487.52	22,935.22	23,584.50	44,877.76	(326,454.76)

		2024/2025			Year To		
		Proposed	July	August	Date	Over	
		SEWER Budget					
OPERATIONS							
45	Liability Insurance	9,450.00	9,027.39		9,027.39	(422.61)	
46	Worker's Comp Insurance	10,800.00	8,428.53		8,428.53	(2,371.47)	
47	Auditor / Accounting	11,340.00		630.00	630.00	(10,710.00)	
48	Legal Fees	4,770.00			-		
49	Rate Study Avail Fees & Connection Fees	17,000.00			-		
50	Dues & Subscriptions	3,240.00		300.00	300.00	(2,940.00)	
51	Travel -Non Litigation	1,800.00			-	(1,800.00)	
52	License & Permits	35,000.00			-	(35,000.00)	
53	Educational Expenses	8,100.00			-	(8,100.00)	
54	Telephone	3,240.00	42.96	274.65	317.61	(2,922.39)	
55	Office Expenses	12,000.00	402.90	917.06	1,319.96	(10,680.04)	
56	Rent/Property Lease	500.00			-		
57	Contingency Admin Operations	10,000.00		3,463.32	3,463.32	(6,536.68)	
		SUBTOTAL	127,240.00	17,901.78	5,585.03	23,486.81	(81,483.19)
REPAIRS & MAINTENANCE							
58	Auto Expenses	4,500.00		210.56	210.56	(4,289.44)	
59	Contract Services	5,000.00			-	(5,000.00)	
60	Lab Testing	6,500.00		290.26	290.26	(6,209.74)	
61	Plant - General Repairs & Maintenance	15,000.00	218.04	1,167.30	1,385.34	(13,614.66)	
62	Tools & Equipment - Non Capital	10,000.00		5.21	5.21	(9,994.79)	
63	SCADA	15,000.00			-	(15,000.00)	
64	Plant - Pond Maintenance	2,000.00			-	(2,000.00)	
65	Plant - Sludge Removal	2,000.00			-	(2,000.00)	
66	Sewer Lines - Vactor, Replace, Lining & General Maint.	60,000.00			-	(60,000.00)	
67	Supplies & Uniform/Clothing Allowance	900.00			-	(900.00)	
68	Water	1,200.00	300.00		300.00	(900.00)	
69	SCE- Plant	30,000.00	2,874.61		2,874.61	(27,125.39)	
70	SCE - Pump Station	11,000.00	886.90		886.90	(10,113.10)	
71	Heavy Equipment & Snow Removal Plant	15,000.00			-	(15,000.00)	
72	Repairs & Maintenance Contingency	10,198.00	217.70	19,203.00	19,420.70	9,222.70	
		SUBTOTAL	188,298.00	4,497.25	20,876.33	25,373.58	(162,924.42)

		2024/2025 Proposed SEWER Budget	July	August	Year To Date	Over
LONG TERM LIABILITY						
73	Debt - So Cal Ren - In Capital	16,600.00			-	(16,600.00)
74	CalPERS Unfunded Liability -	25,200.00	23,023.80		23,023.80	(2,176.20)
75	Leave Payout (Vac & SL) - Inv. Fund Alloc.	17,100.00			-	
	SUBTOTAL	58,900.00	23,023.80	-	23,023.80	(18,776.20)
SUBTOTAL ALL EXPENSES 1,037,461.15 76,753.64 61,527.30 136,308.96 (749,902.92)						
LESS ADJUSTMENTS						
76	Depreciation Expense (Book Entry Only)	50,000.00	4,200.00	4,200.00	8,400.00	(41,600.00)
76	**** Vacant GM /OIT Positions	224,146.74	-	-	-	(224,146.74)
	Long Term Liabilities (Not LA County)	58,900.00	23,023.80	-	23,023.80	
	***Less Non Budget Items				-	
	Adjusted Total Expenses	333,046.74	27,223.80	4,200.00	31,423.80	
	TOTAL ADJUSTED EXPENSES	704,414.41	49,529.84	57,327.30	127,908.96	(576,505.45)
	Year to Date Available Revenue (Include. Prop. Tax TXF)				74,338.25	
	Year to Date Expenses				127,908.96	
	Net Available Revenue				(53,570.71)	
	CAPITAL EXPENSE					
	Adjusted At Boards Request/Approval					

Budget to Actual Notes

10% Juniper Drive Cost Share has been calculated out of Sewer Budget

Operator II Position Created to match current staffing
OIT Position created to back fill and succession

JUNIPER DRIVE SPECIAL ZONE OF BENEFIT

09/07/24

Profit & Loss

Accrual Basis

August 2024

	Aug 24
Ordinary Income/Expense	
Income	
400 - REVENUE	
401 - Maintenance Fees	14,555.06
Total 400 - REVENUE	14,555.06
Total Income	14,555.06
Gross Profit	14,555.06
Expense	
500- OPERATING EXPENSES	
504 - Employee Benefits	
504-A - Retirement	65.26
504-B - Health Insurance	270.22
504 C EE Med Reimb	91.96
504 D 10% Dir Med Reimb.	292.00
Total 504 - Employee Benefits	719.44
64900 · 507 - Office Expense	
60400 · 502 - Bank Service Charges	6.00
64900 · 507 - Office Expense - Other	524.51
Total 64900 · 507 - Office Expense	530.51
66000 · 508 - Payroll Expenses	
508-B - Gross Payroll - Sec.	403.12
508 D - 10% Director Gross	103.32
Additional Compensation	36.67
508 E · GROSS PAYROLL OPER II	764.73
508 F · OPERATOR II OVERTIME	0.00
Total 66000 · 508 - Payroll Expenses	1,307.84
66700 · 509 - Professional Fees	
509-A - Audit	70.00
Total 66700 · 509 - Professional Fees	70.00
67200 · 511 - Repairs and Maintenance	
60200 · 514- Automobile Expense	23.40
Total 67200 · 511 - Repairs and Maintenance	23.40
68100 · 515 - Telephone Expense	25.73
Total 500- OPERATING EXPENSES	2,676.92
Total Expense	2,676.92
Net Ordinary Income	11,878.14
Other Income/Expense	
Other Income	
600 - OTHER INCOME	
601- Interest Income	2,737.79
Total 600 - OTHER INCOME	2,737.79
Total Other Income	2,737.79
Net Other Income	2,737.79
Net Income	14,615.93

**JUNIPER DRIVE
ACTUAL TO BUDGET FY 2024-2025
Saturday, August 31, 2024**

REVENUE	BUDGET	July	August	Year to Date	Over (Under)
		Month 1	Month 2		{+ or -}
Road Maintenance Revenue:					
Maintenance Fees Collected	49,000.00	6,559.36		6,559.36	(42,440.64)
Maintenance Fees Collected Through Sewer Fund	31,000.00	3,010.44		3,010.44	(27,989.56)
Combined Maintenance Fees Collected	80,000.00	9,569.80	-	9,569.80	(70,430.20)
Interest - LAIF	100.00			-	(100.00)
Interest - County Investment Pool	7,000.00			-	(7,000.00)
Transfer From Wash Account	20,000.00			-	(20,000.00)
Late Fees	-	-		-	-
TOTAL REVENUES	107,100.00	9,569.80	-	9,569.80	(167,960.40)
EXPENSES					
ADMINISTRATION EXPENSES					
Administration Fee	50.00			-	(50.00)
SUBTOTAL	50.00	-	-	-	(50.00)
EMPLOYEE BENEFITS					
Medical Reimbursement - Director	1,654.82		292.00	292.00	(1,362.82)
Medical Reimbursement - Employee	1,237.82		91.96	91.96	(1,145.86)
Health Insurance - Base	8,400.00	238.62	238.43	477.05	(7,922.95)
Health Insurance - Retired	360.00	31.91	31.79	63.70	(296.30)
Retirement Benefits - Employer Contributions	2,371.32	65.27	65.26	130.53	(2,240.79)
Additional Compensation All Positions	1,980.00	92.28	36.67	128.95	(1,851.05)
SUBTOTAL:	16,003.96	428.08	756.11	1,184.19	(14,819.77)
PAYROLL					
Salaries & Employee Benefits:					
Director's Gross Salary	900.00	103.36	103.32	206.68	(693.32)
Manager Gross Salary	10,665.59			-	(10,665.59)
Oper II Gross Salary	8,090.25	764.92	764.73	1,529.65	(6,560.60)
OIT Gross Salary	5,720.00			-	-
Oper II Overtime	1,200.00			-	-
OIT Overtime	412.50			-	-
Leave Buy Out	1,900.00			-	-
Secretarial Gross Salary	5,060.00	589.98	309.98	899.96	(4,160.04)
ADMIN PERDIEMS	4,400.00	89.30	93.14	182.44	-
SUBTOTAL	38,348.34	1,547.56	1,271.17	2,818.73	-
OPERATIONS					
Liability Insurance	1,050.00	1,003.05		1,003.05	(46.95)
Worker's Comp Insurance	1,200.00	936.51		936.51	(263.49)
PERS Unfunded Liability	2,800.00	2,502.60		2,502.60	(297.40)
Accounting	1,260.00		70.00	70.00	(1,190.00)
Legal	530.00			-	-
Dues & Subscriptions	360.00			-	(360.00)
Travel -Non Litigation	200.00			-	(200.00)
License and Fees	3,500.00			-	(3,500.00)
Office Expenses	1,333.33	111.00	530.51	641.51	(691.82)
Educational Expenses	900.00			-	(900.00)
Telephone	360.00		25.73	25.73	(334.27)
Contingency				-	-
SUBTOTAL	13,493.33	4,553.16	626.24	5,179.40	(8,313.93)
REPAIRS & MAINTENANCE					
Auto Expenses	800.00		23.40	23.40	(776.60)
Contract Services				-	-
Snow Removal Contract	25,000.00			-	(25,000.00)
Snow Removal Beyond Contract	10,000.00			-	(10,000.00)
Supplies	0.00			-	(0.00)
Repairs & Maintenance	30,000.00			-	(30,000.00)
Transfer to Juniper Drive Investment Account				-	-
SUBTOTAL:	65,800.00	-	23.40	23.40	(65,776.60)
Debt Service:					
TOTAL EXPENSES	133,695.63	6,528.80	2,676.92	9,205.72	(88,960.30)

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09/07/24

Accrual Basis

HILTON CREEK COMMUNITY SERVICES DISTRICT
Capital Reserve Transaction Detail Report
July through August 2024

Type	Date	Memo	Account	Split	Debit	Credit
Deposit	07/31/2024	July 2024	12000 · 3 B of Ameri...	7031 · Interest ...	1.01	
Transfer	08/22/2024	Blower - Invoice 19984	12000 · 3 B of Ameri...	10000 · 1 Bank...		16,404.00
Transfer	08/22/2024	Blower - Invoice 19986	12000 · 3 B of Ameri...	10000 · 1 Bank...		2,734.00
Deposit	08/31/2024	August 2024	12000 · 3 B of Ameri...	7031 · Interest ...	0.92	
TOTAL					1.93	19,138.00

HILTON CREEK COMMUNITY SERVICES District
Capital Improvement Budget FY 2024 2025
Saturday, August 31, 2024

REVENUE	July	August	Year To Date	Budget Remaining
	0.0833	0.1667		
General Capital Reserve Funds				
Balance FWD			0.00	0.00
Sewer Connection Fees	14,686.00		0.00	14,686.00
Availability Fees	1,050.00		0.00	1,050.00
Sewer Connection Inspection Fees	100.00		0.00	100.00
Investment Interest	12.00		0.00	12.00
<i>Potential Reserves Allocation</i>	42,456.40		0.00	42,456.40
<i>So Cal Ren Loan</i>				0.00
<i>Transfer from Other Funds</i>	0.00		0.00	0.00
TOTAL REVENUES	58,304.40	0.00	0.00	58,304.40
EXPENSES				
Capital Improvement Projects - 5 Year Plan				
				0.00
			0.00	0.00
Clarifier 1 Parts	50,000.00		0.00	50,000.00
Clarifier 1 Labor & Heavy Equipment	22,000.00		0.00	22,000.00
Aeration Blowers = Oxygen ** / SCR Loan	58,998.00	399.20	21,300.50	37,298.30
Drying Beds / Sludge Dewatering	150,000.00			150,000.00
Emergency Generator - Plant	150,000.00			150,000.00
Sewer Lines Camera	15,000.00		0.00	15,000.00
District Vehicle	75,000.00		0.00	75,000.00
Capital Purchases - Failed Equipment	0.00		0.00	0.00
Capital Off Road Vehicle - Manhole Access	0.00		0.00	0.00
Sewer Line Replacement				
Sewer Pipe Lining				
*Blower Controls - Not covered by So Cal Ren			0.00	0.00
SUBTOTAL	520,998.00	399.20	21,300.50	499,298.30
DEFICIT	-462,693.60			
<i>*Pendng TXF from General Fund</i>				
<i>Pending TXF Out for Payment</i>				
<i>Board Approved Adjustment</i>				

		July	August	Year To Date	Budget Remaining
Funds TO TXF to General Fund for Payment					
	Balance Owing	July	August	Year to Date	Owed
So Cal Ren Funds Held in Capital Reserves				-	-
Blower Parts Not Covered by So Cal Ren	217.07				
General Capital - No Funding from Other Sources					
	-				
Clarifier 1 Parts	-				
Clarifier 1 Labor & Heavy Equipment	-				
Drying Beds / Sludge Dewatering	-				
Emergency Generator - Plant	-				
Sewer Lines Camera	-				
District Vehicle	-				
Capital Purchases - Failed Equipment	-				
Capital Off Road Vehicle - Manhole Access	-				
Total of all transfers to GF for payment	-	-	-	-	-

Labor Hours Per Capital Project

2024-2025

	July	Aug	Year to Date
Clarifier #1 Hours			
Billy			-
Keith			-
Jason			-
Other			-
Total Clarifier 2	-	-	-

Blower Hours			
Billy			-
Keith		5.50	5.50
Jason		5.00	5.00
Other			-
Total Blower	-	10.50	10.50

Hourly Rates Clarifier				
Billy	44.12	-	-	-
Keith	165.00	-	-	-
Jason	95.00	-	-	-
Other			-	-
Total Labor Costs - Clarifier 2		-	-	-

Hourly Rates Blower				
Billy	44.12	-	-	-
Keith	165.00	-	907.50	907.50
Jason	95.00	-	475.00	475.00
Other			-	-
Total Labor Costs - Blower		-	1,382.50	1,382.50

Part Costs			
Clarifier 2			
Heavy Equip CL			
Blower	217.70	19,203.00	
Heavy Equip BL	181.50	715.00	

	July	Aug	Year to Date
Total Clarifier 2 Costs	-	-	-
Total Blower Costs	399.20	21,300.50	21,699.70

Pending Transfer

HILTON CREEK COMMUNITY SERVICES DISTRICT
Investment Accounts Report FY 2024-2025
Saturday, August 31, 2024

		<u>August</u>	<u>Year To Date</u>
Mono County & LAIF REVENUE		0.1667	
Investment Pool Revenue	249,930.00		
Property Taxes Recorded in County Investment Pool	172,669.00		-
Secure Property Tax	140,000.00		-
Unsecure Property Tax	9,000.00		-
Excess ERAF	15,000.00		-
Unitary	4,000.00		-
LAIF			-
Total Property Tax Received	168,000.00	-	-
Fund Interest - Sewer Fund		5,047.56	5,047.56
Fund Interest - Juniper Drive		2,737.79	2,737.79
Tax Fund Interest 100% Sewer Fund		156.57	156.57
Other Tax Fund Interest 100% Sewer Fund			-
LAIF Interest - Sewer Fund			-
LAIF Interest - Juniper Drive			-
Total Interest	-	7,941.92	7,941.92
HOPTR Adj		247.31	
Delinquent Accounts Payments			-
Miscellaneous			-
Total Miscellaneous	-	247.31	-
Total Investment Pool Revenue	168,000.00	8,189.23	7,941.92
Investment Transferred			
Funds Transferred from Hilton Creek - Mono			-
Funds Transferred from Juniper Drive - Mono			-
Funds Transferred From Capital - Mono			-
Funds Transferred from Hilton Creek - LAIF			-
Funds Transferred from Juniper Drive - LAIF			-
Funds Transferred From Capital - LAIF			-
Total Investments Transferred	-	-	-
Transfers and Expenses			
Property Tax Admin Fee			-
Property Taxes Transferred to Operations			-
Property Taxes Transferred to Capital			-
Property Taxes Transferred to Juniper			-
Delinquent Account Payments TXF to Operations			-
Miscellaneous Adjustments			-
Total Outgoing		-	-
Funds Carried Forward	-	-	-
Funds Carried Forward - Mono			
Funds Carried Forward - LAIF			
Funds Earmarked for Reserves, Capital and Operating			
	Prev Year FWD		Running Tot
Emergency Reserves	42,456.40		42,456.40
Capital Reserves	42,456.40		42,456.40
Operation Reserves	25,000.00		25,000.00
Operations - Generator	-		-
Operations - Vehicle Replacement	-		-
PERS UAL	25,000.00		-
Personnel Leave Liabilities	25,000.00		25,000.00
Total Earmarked Funds	159,912.80	-	134,912.80
Net Investment Funds		-	(134,912.80)

HCCSD Mono County Investment Pool

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Profit & Loss

Accrual Basis

July 2023 through June 2024

	<u>Jul '23 - Jun 24</u>
Ordinary Income/Expense	
Income	
DELINQUENT ACCOUNT PAYMENTS	4,226.65
Interest	
Fund Interest	20,813.00
Tax Fund Interest	619.81
Total Interest	21,432.81
LAIF - Juniper	198.66
LAIF Sewer	212.59
TAX REVENUE	
Excess ERAF	35,606.29
Secure Property Tax	159,134.21
Unitary	4,362.51
Unsecure Property Tax	9,798.69
Total TAX REVENUE	208,901.70
Total Income	234,972.41
Expense	
Delinquent Account Payment Txf	4,226.65
HOPTR Adjustments	-247.31
Property Tax Admin Fee	3,518.00
Transfer	
Operations Transfer- General	126,000.00
Total Transfer	126,000.00
Total Expense	133,497.34
Net Ordinary Income	101,475.07
Net Income	<u><u>101,475.07</u></u>

HCCSD Mono County Investment Pool

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Balance Sheet

Accrual Basis

As of June 30, 2024

	<u>Jun 30, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
000 Mono County Investment Pool	
100 Hilton Creek Funds Holdings	288,697.85
101 Emergency Reserves Holdings	42,546.40
102 Capital Reserves Holdings	42,546.40
103 Operation Reserves Holdings	25,000.00
104 PERS UAL Holdings	25,000.00
105 Personnel Leave Liability	25,000.00
200 Juniper Drive Funds Holding	323,913.21
000 Mono County Investment Pool - Other	164,862.38
Total 000 Mono County Investment Pool	937,566.24
LAIF	10,281.74
Total Checking/Savings	947,847.98
Total Current Assets	947,847.98
TOTAL ASSETS	947,847.98
LIABILITIES & EQUITY	
Equity	
Opening Balance Equity	9,870.49
Owners Equity	836,502.42
Net Income	101,475.07
Total Equity	947,847.98
TOTAL LIABILITIES & EQUITY	947,847.98

HCCSD Mono County Investment Pool

09/07/24

Balance Sheet

Accrual Basis

As of August 31, 2024

	<u>Aug 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
000 Mono County Investment Pool	
100 Hilton Creek Funds Holdings	288,697.85
101 Emergency Reserves Holdings	42,546.40
102 Capital Reserves Holdings	42,546.40
103 Operation Reserves Holdings	25,000.00
104 PERS UAL Holdings	25,000.00
105 Personnel Leave Liability	25,000.00
200 Juniper Drive Funds Holding	323,913.21
000 Mono County Investment Pool - Other	139,862.38
Total 000 Mono County Investment Pool	912,566.24
LAIF	10,281.74
Total Checking/Savings	922,847.98
Total Current Assets	922,847.98
TOTAL ASSETS	922,847.98
LIABILITIES & EQUITY	
Equity	
Opening Balance Equity	9,870.49
Owners Equity	937,977.49
Net Income	-25,000.00
Total Equity	922,847.98
TOTAL LIABILITIES & EQUITY	922,847.98

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Accrual Basis

HILTON CREEK COMMUNITY SERVICES DISTRICT
County Investment Pool Activity Detail Report
July through August 2024

<u>Type</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Split</u>	<u>Debit</u>	<u>Credit</u>
Transfer	07/12/2024		Funds Transf...	10000 · 1 Bank...		25,000.00
Deposit	08/31/2024		FUNDS INTE...	7031 · Interest ...	5,047.56	
Deposit	08/31/2024		TAX FUND IN...	7031 · Interest ...	156.47	
Deposit	08/31/2024		HOPTR 6/30/...	7033 · Mono C...	247.31	
TOTAL					5,451.34	25,000.00

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Accrual Basis

JUNIPER DRIVE SPECIAL ZONE OF BENEFIT
Mono Country Inv. Pool Transactions
July 2024 through June 2025

Type	Date	Num	Name	Memo	Account	Clr	Split	Debit	Credit
Jul '24 - Jun 25 Deposit	08/31/2024			FY 2023-2024...	Mono County Treas...		601- Interest In...	2,737.79	
Jul '24 - Jun 25								<u>2,737.79</u>	<u>0.00</u>

HILTON CREEK COMMUNITY SERVICES DISTRICT
Revenue Report FY 2024-2025
Saturday, August 31, 2024

	August Updated 8/31/2024	Year To Date
Sewer Operation & Maintenance Revenue:		
Previous Month's Outstanding (Even Month's Only)	25,154.57	
Sewer Use Fees Billed	91,746.33	164,223.11
Late& Admin Fees Charges Billed		250.00
Availability Fees Charged		
Other Charges Billed		-
Total Charged	116,900.90	191,947.68
Sewer Fees Collected	27,339.51	74,911.72
Late & Admin Fees Collected	290.61	290.61
Availability Fees Collected		
Other Collections		-
*Total Collected	27,630.12	75,202.33
Less Prepaid	(5,445.59)	(9,108.69)
Total Net Collections	22,184.53	66,093.64
Outstanding Collections Sewer Use Fees	89,561.39	114,465.96
Outstanding Collections - Late & Admin Fees	(290.61)	
Percent Collected	19%	34%
<i>*Payment associated with Invoice Date</i>		

	August 8/31/2024	Year To Date
Juniper Drive Revenue		
Previous Month's Outstanding (Even Month's Only)	4,690.00	
Road Maintenance Fees Billed	14,555.06	28,814.86
Late Fees Charges		-
Other Charges		-
Total Charged	19,245.06	33,504.86
Road Maintenance Fees Collected	4,373.62	13,943.42
Late Fees Collected		-
Other Collections		-
*Total Collected	4,373.62	13,943.42
Less Prepaid	(209.54)	(419.08)
Total Net Collections	4,164.08	13,524.34
Juniper Outstanding Road Maintenance Fees	10,181.44	14,871.44
Outstanding Collections - Late & Admin Fees	-	
Percent Collected	22%	40%
<i>*Payment associated with Invoice Date</i>		

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Accrual Basis

HILTON CREEK COMMUNITY SERVICES DISTRICT
District Funds Transfer Transactions
 July 2024 through June 2025

Type	Date	Memo	Account	Debit	Credit
Jul 24					
Transfer	07/12/2024	Funds Transfer PERS UAL	10000 · 1 Bank of America-Chec...	25,000.00	
Transfer	07/12/2024	Funds Transfer PERS UAL	13000 · 4 Mono Co Treasury Inv....		25,000.00
Jul 24				25,000.00	25,000.00
Aug 24					
Transfer	08/22/2024	Blower - Invoice 19984	10000 · 1 Bank of America-Chec...	16,404.00	
Transfer	08/22/2024	Blower - Invoice 19986	10000 · 1 Bank of America-Chec...	2,734.00	
Transfer	08/22/2024	Blower - Invoice 19984	12000 · 3 B of America-Capital ...		16,404.00
Transfer	08/22/2024	Blower - Invoice 19986	12000 · 3 B of America-Capital ...		2,734.00
Aug 24				19,138.00	19,138.00
Sep 24					
Sep 24					
Oct 24					
Oct 24					
Nov 24					
Nov 24					
Dec 24					
Dec 24					
Jan 25					
Jan 25					
Feb 25					
Feb 25					
Mar 25					
Mar 25					
Apr 25					
Apr 25					
May 25					
May 25					
Jun 25					
Jun 25					
TOTAL				44,138.00	44,138.00

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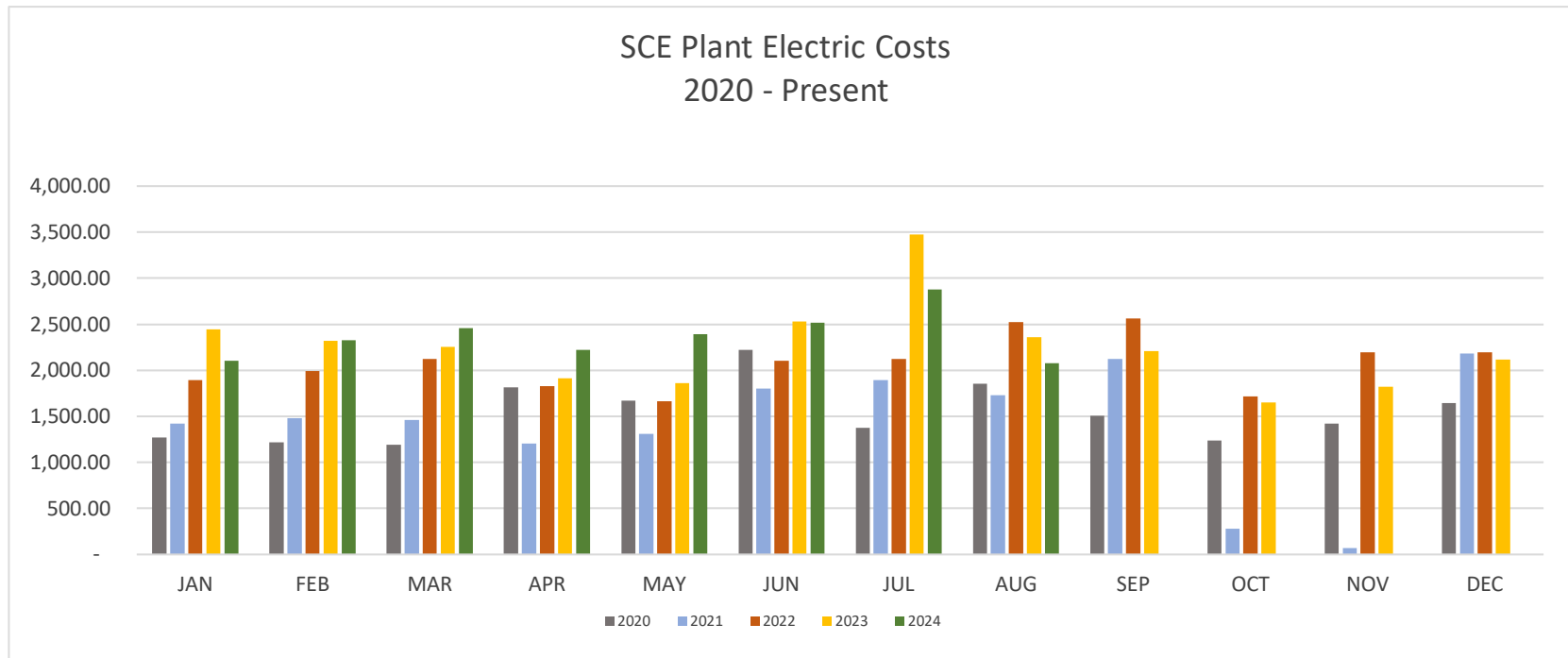
Accrual Basis

JUNIPER DRIVE SPECIAL ZONE OF BENEFIT
Fund Transfer Transactions
July 2024 through June 2025

<u>Type</u>	<u>Date</u>	<u>Memo</u>	<u>Account</u>	<u>Debit</u>	<u>Credit</u>
Jul '24 - Jun 25					
Jul '24 - Jun 25					
				=====	=====

HILTON CREEK CSD PLANT SCE ELECTRIC BILLS

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Annual Average
2013	1,807.29	1,522.48	1,680.87	1,335.15	1,621.01	2,317.05	2,169.45	1,661.44	1,871.40	1,061.05	1,300.27	1,215.51	1659.69
2014	1,159.40	1,105.89	1,105.96	998.57	1,180.62	1,015.24	1,274.09	1,992.96	1,882.55	1,337.29	1,241.11	1,345.37	1,357.93
2015	1,344.08	1,117.86	1,296.95	1,198.81	1,551.49	2,063.42	1,699.59	1,394.97	1,471.93	1,344.89	1,026.53	1,204.75	1,440.79
2016	1,330.52	995.19	1,543.03	1,563.37	998.18	1,029.09	1,211.52	1,040.58	1,065.69	1,140.95	830.92	978.51	1,211.04
2017	1,049.12	1,015.01	1,229.32	1,046.69	995.55	952.91	1,212.89	1,192.97	1,139.88	1,247.67	870.98	1,257.64	1,171.36
2018	1,084.24	1,519.62	1,185.24	980.79	1,585.18	1,958.72	2,039.38	1,980.39	1,804.35	1,579.83	1,778.21	1,782.52	1,638.19
2019	1,671.33	1,837.85	1,711.43	1,632.48	1,649.44	1,867.10	1,273.14	1,294.31	1,807.81	1,587.41	1,264.56	1,246.17	1,604.77
2020	1,269.72	1,220.72	1,189.09	1,813.11	1,673.46	2,222.14	1,374.75	1,852.97	1,506.67	1,237.67	1,422.08	1,644.73	1,572.85
2021	1,418.22	1,481.29	1,462.87	1,205.59	1,308.92	1,802.50	1,893.58	1,730.03	2,126.50	279.15	68.30	2,181.00	1,459.92
2022	1,891.71	1,994.83	2,124.45	1,826.94	1,662.05	2,105.34	2,125.08	2,525.43	2,563.23	1,719.03	2,193.01	2,193.11	2,072.79
2023	2,441.54	2,322.66	2,252.72	1,913.41	1,859.59	2,532.82	3,477.21	2,358.34	2,206.05	1,653.51	1,819.99	2,113.98	2,228.83
2024	2,103.84	2,325.97	2,459.36	2,220.73	2,395.00	2,518.34	2,874.61	2,075.02					
Mo. Avg	1,547.58	1,538.28	1,603.44	1,477.97	1,540.04	1,865.39	1,885.44	1,758.28	1,767.82	1,289.86	1,256.00	1,560.30	1,583.47
19-23 Avg	1,738.50	1,771.47	1,748.11	1,678.31	1,630.69	2,105.98	2,028.75	1,952.22	2,042.05	1,295.35	1,353.59	1,875.80	1,787.83



Plant Electric Use Comparison 24-25							PEAK HOURS PLANT			
	FY 2023-2024		FY 2024-2025		Difference		ON PEAK	MID PEAK	OFF PEAK	SPR OFF
	Kwh	Cost	Kwh	Cost	Kwh	Cost				
JUL	15030	3477.21	13350	2874.61	-1680	-602.60	2046	883	10421	
AUG	10174	2358.34	13025	2752.02	2851	393.68	1801	966	10258	
SEP	10029	2206.05			-10029	-2206.05				
OCT	8694	1653.51			-8694	-1653.51				
NOV	9972	1819.99			-9972	-1819.99				
DEC	10985	2113.98			-10985	-2113.98				
JAN	11088	2103.84			-11088	-2103.84				
FEB	12367	2325.97			-12367	-2325.97				
MAR	12880	2459.36			-12880	-2459.36				
APR	11336	2220.73			-11336	-2220.73				
MAY	13109	2395.00			-13109	-2395.00				
JUN	10913	2518.34			-10913	-2518.34				
AVG										
YTD	11,381	\$ 2,304.36	13,188	\$ 2,813.32			1,924	925	10,340	#DIV/0!

Pump Station Use Comparison							PEAK HOURS PUMP			
	FY 2023-2024		FY 2024-2025		Difference		ON PEAK	MID PEAK	OFF PEAK	SPR OFF
	Kwh	Cost	Kwh	Cost	Kwh	Cost				
JUL	4943	1307.68	3037	886.90	-1906	-420.78	505	233	2299	
AUG	3348	996.18	3096	880.47	-252	-115.71	491	269	2336	
SEP	3818	1016.42			-3818	-1016.42				
OCT	3357	749.94			-3357	-749.94				
NOV	3863	823.17			-3863	-823.17				
DEC	4098	857.79			-4098	-857.79				
JAN	3696	809.08			-3696	-809.08				
FEB	4270	889.90			-4270	-889.90				
MAR	3611	719.17			-3611	-719.17				
APR	3279	755.64			-3279	-755.64				
MAY	3362	767.11			-3362	-767.11				
JUN	3125	898.71			-3125	-898.71				
AVG										
YTD	3731	\$ 882.57	3067	\$ 883.69			498	251	2318	#DIV/0!

SUMMER COST PERIODS (June 1 to Sept 30)

PEAK	WEEKDAYS	WEEKENDS & HOLIDAYS
ON	4-9 PM	
MID		4-9PM
OFF	12 AM - 4 PM	12 AM TO 4 PM
	9 PM - 12 AM	9 PM - 12 AM

WINTER COST PERIODS (Oct 1 to May 31)

PEAK	WEEKDAYS	WEEKENDS & HOLIDAYS
MID	4-9 PM	4-9 PM
OFF	12 AM - 8 AM	12 AM TO 8 AM
	9 PM - 12 AM	9 PM - 12 AM
SUPER OFF	8 AM-4PM	8 AM-4PM

Fiscal Year Summary
 July 1, 2024 to June 30, 2025
 Equipment Use

	Sewer		Juniper		Total		Capital	
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
July	6.50	1,006.50	-	-	6.50	-	1.00	1,006.50
August	5.50	998.25	-	-	5.50	998.25	5.00	715.00
September - No Charges	-	-	-	-	-	-	-	-
October - No Charges	-	-	-	-	-	-	-	-
November	-	-	-	-	-	-	-	-
December	-	-	-	-	-	-	-	-
January	-	-	-	-	-	-	-	-
February End Prepaid Hours	-	-	-	-	-	-	-	-
Year End Total Prepaid	12.00	2,004.75	-	-	12.00	998.25		
February Over Hours	-	-	-	-	-	-	-	-
March	-	-	-	-	-	-	-	-
April	-	-	-	-	-	-	-	-
May	-	-	-	-	-	-	-	-
June	-	-	-	-	-	-	-	-
Over Prepaid Totals	-	-	-	-	-	-	-	1,721.50
Total Fiscal Year Costs	12.00	2,004.75	-	-	12.00	998.25	-	1,721.50

Notes:

Contact Agreement = \$25,000 for 60 hours of work. After 60 hours, hourly rates apply
 60 hour criteria met in December

Juniper Drive to be reimbursed for sewer costs over \$2,500 within the 60 hour limit

Capital paid directly from capital upon completion of project of FYE

Snow Activity Notes

**HILTON CREEK COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING
AUGUST 13, 2024
5:00 P.M.
CROWLEY LAKE COMMUNITY CENTER
58 PEARSON ROAD, CROWLEY LAKE, CALIFORNIA
Minutes**

1. **Steve Shipley called the meeting to order at 5:06 p.m.**

A. ROLL CALL

Members Present: Windsor Czeschin, Steve Shipley and Devin Preston
Members Absent: Isabel Connolly and 1 Vacancy
Staff Present: Lorinda Beatty, Billy Czeschin and Keith Hafner
Guests: Mr. D. Richman and Mr. Brent Calloway

2. **ADDITIONS TO AGENDA – None**

3. **PUBLIC COMMENT**

Public Comment – items not on the agenda. During the meeting a member of the public requested a public comment for an item not on the agenda which was accommodated. Mr. Brent Calloway from Mono County Community Development Department and LAFCO presented the draft MSR to the Board for review and follow up.

4. **CONSENT AGENDA**

A. Financial Reports

1. Consideration & Approval of Disbursements List

B. Review Acceptance of Monthly Financial Reports

1. Account Balances – All Funds
2. Budget Report: YTD Actual to Budget Report July, 2024
3. District Fund Transfers – July, 2024
3. Southern California Edison Report
4. Equipment Use Hours

C. Approval of Minutes

1. Minutes of the Regular Board meeting of July 9, 2024

Motion: To accept the Consent Agenda as presented.

Moved by Ms. Czeschin, Second by Mr. Preston

Vacant	Ms. Connolly	Ms. Czeschin	Mr. Preston	Mr. Shipley
Vacant	Absent	Aye	Aye	Aye

5. SEWER FACILITIES UPDATE - GENERAL MANAGER UPDATE

A. General Manager Report on Status of Facilities and Operational

1. **Plant Automation update** – No Updates
2. **Clarifiers** – Clarifier #2 is working great. Replacement for Clarifier #1 will have an approximate lead time of 3 months, which will place the delivery in the winter. Mr. Czeschin is working with the company on an early spring delivery to mitigate the parts sitting at the plant during the winter. The cost will increase significantly from the last purchase.
3. **Blower** – The new blower has been installed and waiting for the APG Neuros to arrive possibly in late September for the start-up and procedures.
4. **Wells** – No Updates
5. **Easements, Manholes and Sewer Lines** – The cost to use Sancon Technologies, to vactor and tv the lines is significantly higher than last year. Mr. Shipley requested that staff check with Lee Vining PUD because they will sub out their equipment to do some of the lighter line maintenance which might be a cost saving option.

Regarding easements: A property on Willow Brooke cut down old trees that were on the easement and Mr. Czeschin would like to take the opportunity to have them move the new trees off of the easement along with large rocks. Ms. Beatty will draft a letter for Mr. Czeschin to sign.

6. **Drying Beds** – Drying beds are working well and being managed well.
7. **Testing and Flows** – Testing is going well; numbers are within limits. Higher temperatures are causing some problems as is normally expected in the summer months and flows are slowing.
8. **Miscellaneous Projects** – A pothole on Juniper needs to be repaired. Additionally, Ms. Beatty advised that she has received complaints regarding unsafe driving speeds on Juniper Drive. Ms. Beatty will send out a letter and speed limit signs were suggested at each entrance. Additionally, it was suggested that staff look into speed bumps that can be removed during the winter.

6. SECRETARY / ADMINISTRATIVE UPDATE

A. FY 2023-2024 Budget Further Discussion

Ms. Czeschin asked why the office expenses were higher. Ms. Beatty advised that bank charges, outsourced expenses such as Infosend or translation services. Ms. Czeschin asked that the budget for office expenses be increased to \$12,000.

Ms. Czeschin asked that long term liabilities be better defined. Ms. Beatty explained that it is a notation for the auditors; however, Ms. Beatty will evaluate the calculations.

Ms. Beatty advised the Board they she would like to move approximately \$70,000 of Juniper Drive checking into the Juniper Drive Investment fund after road repairs and the snow removal prepayment has been made and as funds allow.

Mr. Shipley would like to see more investment funds moved into Capital Reserves. Ms. Beatty will be moving remaining property tax to the earmarked funds in the investment pool; additionally, Ms. Beatty would like to add an additional \$70 for a vehicle replacement program after the September meeting.

Additionally, Ms. Czeschin would like to have a summary of all accounts relative to their earmarked designations.

7. NEW BUSINESS

A. No New Business

8. OLD BUSINESS

A. Board Vacancy Update – Ms. Beatty submitted the incumbent paperwork to the County Elections Office, and it was accepted. Ms. Beatty reported that she has not received inquiries regarding the current vacancy.

B. Availability and Connection Fee Rate Study Proposal

Ms. Beatty provided the proposal to the Board and after some discussion the Board approved moving forward with the study.

Motion: To accept the Availability and Connection Fee Rate Study as proposed.

Moved by Ms. Czeschin, Second by Mr. Preston

Vacant	Ms. Connolly	Ms. Czeschin	Mr. Preston	Mr. Shipley
Vacant	Absent	Aye	Aye	Aye

C. Plant Generator – Discussion Regarding Engineer – Staff requested this item be tabled to the next meeting.

D. Drying Bed – Discussion Regarding and Expansion – Staff requested this item be tabled to the next meeting.

E. FY 2024-2025 Equipment Use Agreement

Motion: To accept the FY 2024-2025 the Equipment Use Agreement as proposed.

Moved by Mr. Preston, Second by Mr. Shipley
Vacant Ms. Connolly Ms. Czeschin Mr. Preston Mr. Shipley
Vacant Aye Abstain Aye Aye
Proxy Via
Mr. Shipley

9. NEW ITEMS/ADDITIONS FOR FUTURE AGENDAS

None

10. BOARD MEMBER COMMENTS/REPORTS – None

11. ANNOUNCEMENTS

A. Regular Board Meeting September 10, 2024 at 5 p.m. at the Crowley Lake Community Center

12. CLOSED SESSION

A. Personnel Matters – Wastewater Operator II, Board Secretary, Chief Plant Operator, Operator in Training, Per Diem Employees (Government Code §54957)
There was no closed session

13. ADJOURNMENT

Motion: To Adjourn the August 13, 2024 Regular Board Meeting at 7:16 p.m.

Moved by Ms. Czeschin, Second by Mr. Preston
Vacant Ms. Connolly Ms. Czeschin Mr. Preston Mr. Shipley
Vacant Absent Aye Aye Aye

The meeting was adjourned at 7:16 pm.

Classified

Entry Level Administrative Assistant
Hilton Creek Community Services District
Crowley Lake, California
Part Time 19 Hours Per Week
Please visit our website
Hiltoncreekcsd.com
Or contact us
info@hiltoncreekcsd.com
(760) 965-9696

**WEBSITE AND EMAIL
HILTON CREEK COMMUNITY SERVICES DISTRICT**

**ADMINISTRATIVE ASSISTANT
PART TIME – PER DIEM**

DEFINITION

Under the direct supervision of the Board Secretary, performs a variety of administrative, clerical and bookkeeping duties and responsibilities.

DISTINGUISHING CHARACTERISTICS

Candidates should possess general computer/keyboarding skills, digital filing systems and working knowledge of Microsoft Word, Microsoft Excel. Office equipment frequently used would be a keyboard, 12-digit adding machine, copy machine and scanner.

This is an entry level position. At the direction of the Board Secretary, provide administrative support to the Board Secretary, District Staff and the Board of Directors. Good customer service, writing, attention to detail and interpersonal skills are a must. Duties include, but are not limited to financial reporting, account management, accounts receivable, accounts payable, human resources, administrative research, attend board meetings, report minutes, create agendas and maintain office organization.

Position reports directly to the District's Board Secretary.

TYPICAL PHYSICAL REQUIREMENTS

Sitting for extended periods; frequently stand, walk, stoop, kneel and crouch; physical ability to lift and carry objects weighing up to 25 pounds unassisted and greater than 25 pounds with assistance; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range, verbal communication.

TYPICAL WORKING CONDITIONS

Work is performed in the home office environment of the Board Secretary. Occasional work at the District plant or at meeting locations. With approval from the Board Secretary, some work may be provided from candidate's home office.

WORKING HOURS

Work hours are flexible and will vary but will not exceed 19 (nineteen) hours per week. Position may promote to permanent part time but will not be a full-time position.

Candidate will have an employment contract that does not include benefits beyond state requirements. Per Diem work hours are flexible.

Out of town travel for education is occasional but necessary.

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (the "Agreement") is made and entered into this 11th day of September, 2024, by and between the HILTON CREEK COMMUNITY SERVICES DISTRICT, a California special district (*hereinafter referred to as "DISTRICT"*) and ROBERT D. NIEHAUS, INC., a California corporation (*hereinafter referred to as "CONSULTANT"*).

RECITALS

WHEREAS, DISTRICT requires sewer connection fee study and an availability (standby) fee study consultant service in connection with the June 13, 2024 Proposal for Connection and Availability Fee Study;

WHEREAS, CONSULTANT is qualified to perform such services; and

WHEREAS, CONSULTANT has agreed to provide DISTRICT with such services on the terms and conditions set forth herein.

NOW, THEREFORE, for the considerations hereinafter set forth, CONSULTANT and DISTRICT agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

- 1.1 **Scope of Work.** CONSULTANT agrees to furnish the services set forth in Exhibit A, scope of work, which is attached hereto and incorporated herein (the "Services")
- 1.2 **Compliance with Law.** The Services shall be performed in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and orders. CONSULTANT shall comply with all federal, state and local air pollution control laws and regulations applicable to CONSULTANT and the Services (as required by California Code of Regulations title 13, section 2022.1). CONSULTANT shall be responsible for the safety of its workers and CONSULTANT shall comply with applicable federal and state worker safety-related laws and regulations, and all applicable wage and hour laws and regulations.
- 1.3 **Time is of the Essence.** CONSULTANT agrees to diligently prosecute the Services. In the performance of this Agreement, time is of the essence.
- 1.4 **Professional Competence.** CONSULTANT represents that it has the professional skills necessary to perform the Services and that it will perform the Services in a skillful and professional manner. CONSULTANT represents that it

has all the necessary licenses to perform the Services and shall maintain them throughout the term of this Agreement. CONSULTANT agrees that the Services shall be performed in a manner consistent with practices usual and customary to the professional economic and financial consulting profession. DISTRICT and CONSULTANT agree that CONSULTANT is in responsible charge of the means and methods for providing the Services. Acceptance by DISTRICT of the Services does not operate as a release of CONSULTANT from professional responsibility for the Services performed.

- 1.5 **Independent Contractor.** CONSULTANT is an independent contractor and not an employee of DISTRICT. CONSULTANT expressly warrants that it will not represent that it is an employee of DISTRICT. All persons hired by CONSULTANT and performing the Services shall be CONSULTANT's employees or agents. CONSULTANT and its officers, employees and agents are not DISTRICT employees, and they are not entitled to DISTRICT employment salary, wages or benefits. CONSULTANT shall pay, and DISTRICT shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of CONSULTANT's employees. CONSULTANT shall, to the fullest extent permitted by law, indemnify DISTRICT, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning CONSULTANT's independent contractor status or employment-related liability.
- 1.6 **Subcontractors.** No subcontract shall be awarded, nor any subcontractor engaged by CONSULTANT without DISTRICT's prior written approval. CONSULTANT shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in Article 6 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to DISTRICT in the manner provided in Article 6.
- 1.7 **Confidentiality.** CONSULTANT agrees to maintain in confidence and not disclose to any person, firm, government entity, or corporation, without DISTRICT's prior written consent any trade secret or confidential information, knowledge or data relating to the products, process, or operation of DISTRICT. CONSULTANT further agrees to maintain in confidence and not to disclose to any person firm, governmental entity, or corporation any data, information, technology, or material developed or obtained by CONSULTANT during the performance of the Services. The covenants contained in this Section 1.6 shall survive the termination of this Agreement for whatever cause.
- 1.8 **Ownership of Material.** .All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map,

photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by CONSULTANT under this Agreement and provided to DISTRICT ("Work Product") shall be the property of DISTRICT, and DISTRICT shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to CONSULTANT or any other party. CONSULTANT may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that CONSULTANT shall not provide any Work Product to any third party without DISTRICT's prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, CONSULTANT may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, DISTRICT reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If DISTRICT reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then DISTRICT shall hold CONSULTANT harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to DISTRICT in paper format, upon request by DISTRICT at any time (including, but not limited to, at expiration or termination of this Agreement), CONSULTANT agrees to provide the Work Product to DISTRICT in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

1.9 **Documentation.** CONSULTANT shall keep and maintain full and complete documentation and accounting records, employee time sheets, and correspondence pertaining to the performance of Services, and CONSULTANT shall make such documents available for review and/or audit by DISTRICT and DISTRICT's representatives at all reasonable times for at least four years (or any longer period required by law) after the termination of this Agreement or completion of the Services. In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under this Agreement.

1.10 **Conflict of Interest.** CONSULTANT (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of CONSULTANT's services under this agreement, and (b) no person having any such interest shall perform any portion of the Services. The

parties agree that CONSULTANT is not a designated employee within the meaning of the Political Reform Act and CONSULTANT's conflict of interest code because CONSULTANT will perform the Services independent of the control and direction of the DISTRICT or of any DISTRICT official, other than normal contract monitoring, and CONSULTANT possesses no authority with respect to any DISTRICT decision beyond the rendition of information, advice, recommendation or counsel.

- 1.11 **Testimony.** CONSULTANT agrees to testify at DISTRICT's request if litigation is brought against DISTRICT in connection with the Services. Unless the action is brought by CONSULTANT or is based upon CONSULTANT's negligence, DISTRICT will compensate CONSULTANT for the preparation and the testimony at CONSULTANT's standard hourly rates unless otherwise agreed to by District.

ARTICLE 2 – COMPENSATION

- 2.1 **Compensation.** Compensation for the Services shall be in accordance with Exhibit B, Compensation, attached hereto and incorporated herein. It is agreed that the compensation for the Services shall not exceed \$17,120 (seventeen thousand one hundred and twenty dollars) "Cost Ceiling". The Cost Ceiling may be increased in a mutually agreed to writing.
- 2.2 **Invoices.** CONSULTANT shall submit monthly invoices in a form satisfactory to DISTRICT for Services provided during the preceding month. CONSULTANT shall submit time and cost records as necessary to substantiate performance of the Services. Within 35 days after receipt of each such invoice, DISTRICT shall verify the accuracy of the invoice, correct the charges where appropriate and as discussed and mutually agreed with CONSULTANT, and make payment to CONSULTANT in an amount equal to the amount of such invoice, as verified or corrected by DISTRICT. No payment hereunder shall be construed as evidence of acceptance of any CONSULTANT's work. DISTRICT reserves the right to withhold payment from CONSULTANT on account of Services not performed satisfactorily, delays in CONSULTANT's performance of Services, or other defaults hereunder. CONSULTANT shall not stop or delay performance of the Services under this Agreement on account of payment disputes with DISTRICT.
- 2.3 **Status Reports.** Together with each monthly invoice, CONSULTANT shall submit a status report detailing the amount expended on the Services to that date and the remaining amount to be expended before the Cost Ceiling is reached. CONSULTANT shall notify DISTRICT in writing when payments have reached 90 percent of the Cost Ceiling.
- 2.4 **Withholding.** In lieu of holding retention, DISTRICT shall withhold CONSULTANT's final payment until the Services are complete and DISTRICT has received all Documents. CONSULTANT shall diligently continue and

complete performance of the Services if the Services are not complete at the time CONSULTANT has performed services up to the Cost Ceiling.

ARTICLE 3 – TIME OF PERFORMANCE

- 3.1 **Effective Date.** The Agreement shall become effective upon execution of the second signature and shall remain in full force and effect until the Services are completed (the “Term”). CONSULTANT agrees to complete all services by June 30, 2025.
- 3.2 **Termination.** This agreement may be terminated at any time by DISTRICT upon 10 days’ written notice to CONSULTANT.
- 3.3 **Final Payment.** CONSULTANT shall be entitled to compensation for Services performed up to the time of such termination, it being understood that any payments are full compensation for the Services rendered under this Agreement.
- 3.4 **Other Remedies.** Nothing in this Article 3 shall be deemed to limit with respective rights of the parties to terminate this agreement for cause or otherwise to exercise any rights or pursue any remedies which may accrue to them.

ARTICLE 4 – DESIGNATED CONTACTS

- 4.1 **DISTRICT Contact.** DISTRICT designates Lorinda Beatty, William Czeschin, Keith Hafner its Secretary Board Member, Operations Manager, or Chief Plant Operator as its contact who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to CONSULTANT’s performance under this Agreement, and for liaison and coordination between DISTRICT and CONSULTANT. In the event DISTRICT wishes to make a change in the DISTRICT’s representative, DISTRICT will notify CONSULTANT of the change in writing.
- 4.2 **CONSULTANT Contact.** CONSULTANT designates Ichiko Kido as its contact, who shall have immediate responsibility for the performance of the Services and for all matters relating to performance under this Agreement. Any change in CONSULTANT’s designated contact shall be subject to written approval by DISTRICT.

ARTICLE 5 – INDEMNIFICATION AND INSURANCE

- 5.1 **Indemnification.** CONSULTANT shall indemnify, defend, protect, and hold harmless DISTRICT, and its officers, employees and agents (“Indemnitees”) from and against any claims, liability, losses, damages and expenses (including

attorney, expert witness and consultant fees, and litigation costs) (collectively a "Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of an Indemnitee. CONSULTANT's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement. If CONSULTANT is deemed to be a "design professional" as that term is defined in Civil Code section 2782.8, and a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnitee, then in no event shall CONSULTANT's total costs incurred pursuant to its duty to defend Indemnitees exceed CONSULTANT's proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

- 5.2 **Insurance.** CONSULTANT and all of CONSULTANT's employees, subcontractors, consultants and other agency shall procure, provide and maintain at all times during the performance of this Agreement, and for such additional periods as described herein, the insurance listed below with insurers authorized to do business in the State of California and with a Best's rating of no less than A:VII.
- A. **Comprehensive Automobile Liability Insurance.** Comprehensive Automobile Liability Insurance providing bodily injury liability and property damage, to protect against all liability arising out of the use of any owned or leased, passenger or commercial automobile at a minimum amount of \$1,000,000 combined single limit and \$2,000,000 aggregate. Coverage shall apply to hired and non-owned autos.
 - B. **Commercial General Liability Insurance.** Commercial General Liability Insurance, with limits providing a minimum amount of \$1,000,000 combined single limit coverage for each occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. The insurance shall cover all operations including but not limited to the following: (1) premises, operations and mobile equipment liability, (2) completed operations and products liability, (3) contractual liability insuring the obligations assumed by CONSULTANT in this Agreement; (4) broad form property damage liability; and (5) personal injury liability endorsement, including death.
 - C. **Professional Liability Insurance.** Professional Liability Insurance protecting against liabilities arising out of or in connection with negligent acts, errors, or omissions of CONSULTANT and all CONSULTANT's employees, subcontractors, consultants and other agency in connection with this Agreement, at a minimum amount of \$1,000,000 combined single limit coverage and \$1,000,000 aggregate, on a "claims made basis" with a continuation of coverage extension for liabilities for two years from the date

the Services are substantially complete. Such professional liability policies shall include coverage for liability assumed by the CONSULTANT under this Agreement.

- D. **Workers' Compensation Insurance.** Workers' Compensation insurance, occupational disease insurance and employer's liability insurance shall be required with minimum limits as required by law, covering all workplaces involved in this Agreement.
- E. **Policy Terms.** Concurrently with execution of this Agreement, CONSULTANT, shall provide DISTRICT with Certificates of Insurance evidencing that CONSULTANT has obtained or maintains the insurance required by this Section 5.3. The Certificates shall be on forms acceptable to DISTRICT. CONSULTANT shall also furnish DISTRICT with original endorsements with the following documentation:
- Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after DISTRICT shall have received written notification thereof from CONSULTANT as provided in Article 6 of this Agreement.
 - Providing the CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought and include a "separation of insureds" or "severability" clause which treats each separately, except with respect to the limits of the insurer's liability (cross-liability endorsement).
 - Naming DISTRICT, its Directors, commissions, committees, officers, employees and agents as additional insureds (Additional Insureds").
 - Providing that for any claims relating to CONSULTANT's services hereunder, CONSULTANT's insurance coverage shall be primary insurance with respect to DISTRICT, its Directors, officers, employees, and agents, and that any insurance or self-insurance maintained by DISTRICT for itself, its Directors, officers, employees, and agents shall be in excess of CONSULTANT's insurance and shall not be contributory with it.
 - It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverages requirements and/or limits shall be available to the DISTRICT, including but not limited to any umbrella or excess insurance. Furthermore, the requirements for coverage and limits shall be the greater of (a) the minimum coverage and limits specified in the Agreement; or (b) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.
 - CONSULTANT shall waive subrogation against the District, and its Directors, officers, employees, and agents that any insurer may acquire from CONSULTANT by virtue of the payment of any loss

relating to the Services. CONSULTANT agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of DISTRICT for the Services performed by CONSULTANT.

- F. **Material Breach.** If CONSULTANT fails to maintain insurance coverage or provided insurance documentation which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. DISTRICT, at its sole option may terminate this Agreement and obtain damages from CONSULTANT resulting from said breach. Alternatively, DISTRICT may purchase the required insurance coverage, and without further notice to CONSULTANT, may deduct from the sums due to CONSULTANT any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

ARTICLE 6 – NOTICES

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by email, facsimile or reputable overnight courier and shall be deemed received upon the earlier of: (1) if personally delivered, the date of delivery to the address of the person to receive such notice; (2) if delivered by overnight courier service which provides tracking and a delivery receipt for next business day delivery, (3) if sent by facsimile, with the original sent on the same day by overnight courier, the date on which the facsimile is received, provided it is before 5:00 P.M. Pacific Time or (4) if sent electronically, the date of delivery on the confirmed read receipt. Notice of change of address shall be given by written notice in the manner described in this Article 6. Rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice or communication sent. Unless changed in accordance herewith, the addresses for notice given pursuant to this Agreement shall be as follows:

If to DISTRICT: District Manager, Hilton Creek Community Services District
3222 Crowley Lake Drive
Crowley Lake, CA 93546
Phone: (760) 965-9696
Plant: (760) 935-4500
Email: L.Beatty@hiltoncreekcsd.com
CC districtmanager@hiltoncreekcsd.com
 khafner418@gmail.com

///

If to CONSULTANT: Robert D. Niehaus, Inc.
Attn: Anthony Elowsky, M.A.
140 E Carrillo Street, Santa Barbara, CA 93101
Phone: (805) 962-0611
Email: Anthony@RDNiehaus.com

ARTICLE 7 – MISCELLANEOUS

- 7.1 **Entire Agreement.** This Agreement represents the entire understanding of DISTRICT and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by an amendment in writing signed by each party.
- 7.2 **No Assignment.** The Services are deemed unique, and CONSULTANT shall not assign, transfer, subcontract or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of DISTRICT. As limited by this Section 7.2, this Agreement is to be binding on the successors and assigns of the parties hereto.
- 7.3 **Severability.** If any part of this Agreement is determined to be unconstitutional, invalid or beyond the authority of either party, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.
- 7.4 **Counterparts.** This Agreement may be signed in original or facsimile counterparts and, when fully signed, such counterparts shall have the same effect as if signed in one document.
- 7.5 **Choice of Law.** This Agreement and all matters relating to it shall be governed by the laws of the State of California without reference to its choice of laws principles and venue shall be in the appropriate court in Mono County, California.
- 7.6 **Waiver.** No failure on the part of either party to exercise any right or remedy hereunder shall operate a waiver of any other right or remedy that party may have hereunder. A waiver by either DISTRICT or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other further breach.
- 7.7 **Mediation.** In the event the parties are unable to resolve a dispute arising under this Agreement through good faith negotiations, the parties agree to submit the matter to mediation with a mutually agreeable mediator. Prior to mediation, the

parties shall exchange any documents reasonably necessary to resolve the matter to be mediated.

7.8 **Interpretation.** In the event this Agreement is ever construed in any dispute between the parties, it and each of its provisions shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared jointly by the parties. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement.

7.9 **Authority.** Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

HILTON CREEK COMMUNITY SERVICES DISTRICT

By: _____ Date: _____
Steven Shipley, President

Attest

By: _____ Date: _____
Lorinda Beatty, Secretary of the Board

Approved As To Form

CONSULTANT

By: Robert D Niehaus Date: 8/28/2024
Robert Niehaus, President

By: Jack Lyon Date: 8/26/2024
Jack Lyon, Director of Business Development

HILTON CREEK COMMUNITY SERVICES DISTRICT
3222 CROWLEY LAKE DRIVE
CROWLEY LAKE, CA 93546
(760) 965-9696

September 11, 2024

To All Property Owners of the Juniper Drive Special Zone of Benefit

A matter of unsafe driving behavior on Juniper Drive Loop has been brought to the attention of the Hilton Creek Community Services District Board.

This letter serves as a reminder that the safety of your neighbors and friends includes safe driving practices. The recommended speed limit of Juniper Drive and its auxiliary roads is a maximum of 15 MPH.

Please be mindful of your speed and the safety of yourselves and others.

Thank you for your cooperation.

Steve Shipley, President
Chair
Hilton Creek Community Services District