



JOSHUA BASIN WATER DISTRICT
REGULAR MEETING OF THE BOARD OF DIRECTORS
WEDNESDAY, SEPTEMBER 18, 2019, AT 6:30 PM
61750 CHOLLITA ROAD, JOSHUA TREE, CA 92252

AGENDA

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **DETERMINATION OF A QUORUM**
4. **APPROVAL OF AGENDA**
5. **PUBLIC COMMENT**
 Members of the public may address the Board at this time with regard to matters within the Board’s jurisdiction that are not listed on the agenda. State law prohibits the Board of Directors from discussing or taking action on items not included on the agenda. Members of the public will have the opportunity for public comment on any item listed on the agenda when it is addressed on the agenda. Please limit comments to three (3) minutes or less.
6. **CONSENT CALENDAR –**
 - July 2019 Check Register (reviewed by the Finance Committee on 09/11/2019 and referred to the Board of Directors for approval)
 - Draft Minutes- August 21,2019
 - Special meeting draft minutes – September 9, 2019
 - 4th Quarter Ending 6/30/19 Financial Report (reviewed by the Finance Committee on 9/11/2019 and referred to the Board of Directors to accept and file)
 - Annual re-approval of the Investment Policy (reviewed by the Finance Committee on 9/11/2019 and referred to the Board of Directors for approval).
 - Re-approval of CAL-OES Resolution (CAL OES Form 130 was updated to include Mark Ban as General Manager and add Titles instead of names for the JBWD Designees).
7. **BOARD TO APPOINT NEW CITIZENS ADVISORY COUNCIL MEMBER –** President Johnson to appoint new CAC member Dave Mistal.
8. **JOSHUA BASIN WATER DISTRICT (THE “DISTRICT”) ATTORNEY REPRESENTATION –** Recommend that the Board of Directors consider approving a change in attorney representation from Red wine and Sherrill to Atkinson, Andelson, Loya, Ruud, and Romo (AALRR).
9. **ADOPT RESOLUTION NO. 19-1009 IMPLEMENTING POLICY TO REQUIRE OWNER AUTHORIZATION FOR TENANT ACCOUNTS AND ALLOWING OWNER CONTINUOUS SERVICE AGREEMENT-** Recommend that the Board of Directors adopt Resolution No. 19-1009.
10. **ADOPT RESOLUTION NO. 19-1008 ESTABLISHING THE APPROPRIATION LIMIT FOR 2019/2020 –** Recommend that the Board of Directors adopt Resolution No. 19-1008.

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11. **GENERAL MANAGER REPORT** – Mark Ban
12. **DIRECTOR COMMENTS & REPORTS ON MEETINGS ATTENDED**
 - Public Outreach Consultant – Kathleen Radnich
 - Mojave Water Agency Board of Directors Meeting- August 22, 2019 at 9:30 a.m. – Director Reynolds
 - CAC Meeting – September 10, 2019, at 6:00 p.m.– Chairperson Karen Tracy
 - Finance Committee –September 11, 2019, at 9:00 a.m. – President Johnson and Vice President Unger
 - Water Resources and Operations Committee – September 11, 2019, at 10:30 a.m.- Director Floen and Director Reynolds
 - Mojave Water Agency Board of Directors Meeting – September 12, 2019, at 9:30 a.m.- Director Floen
 - Association of San Bernardino County Special Districts (ASBCSD) – September 16, 2019 – Director Reynolds
13. **FUTURE DIRECTOR MEETINGS AND TRAINING OPPORTUNITIES**
 - Mojave Water Agency Board of Directors Meeting – September 26, 2019, at 9:30 a.m. – President Johnson
 - JBWD Board of Directors Meeting – October 2, 2019 – Canceled
 - Legislative & Public Information Committee – October 2, 2019, at 9:30 a.m. -Vice President Unger and Kathleen Radnich
 - Mojave Water Agency Technical Advisory Committee October 3, 2019, at 9:30 a.m.- Vice President Unger
 - Finance Committee – October 9, 2019, at 9:00 a.m.– President Johnson and Vice President Unger
 - Water Resources & Operations Committee – October 9, 2019, at 10:30 a.m. Director Hund and Director Reynolds
 - Mojave Water Agency Board of Directors Meeting – October 10, 2019 – Director Hund
14. **ADJOURNMENT**

INFORMATION

The public is invited to comment on any item on the Agenda during discussion of that item.

Any person with a disability who requires accommodation in order to participate in this meeting should telephone Joshua Basin Water District at (760) 974-0072, at least 48 hours prior to the meeting in order to make a request for a disability-related modification or accommodation.

Materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the District's office located at 61750 Chollita Road, Joshua Tree, California 92252 during normal business hours.



Joshua Basin Water District

***Check Report JBWD**

By Check Number

Date Range: 07/01/2019 - 07/31/2019

Vendor Number Payable #	Vendor DBA Name Payable Type	Payable Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
013808 14557	NOBEL SYSTEMS, INC. Invoice	07/12/2019	07/12/2019 GEOVIEWER WORK ORDER API	Regular	0.00 0.00	10,000.00 10,000.00	61422
000501 JPIA062619	ACWA/JPIA Invoice	07/17/2019	07/17/2019 PUBL EE FIDELITY INS 7/1/19 - 7/1/20	Regular	0.00 0.00	950.00 950.00	61423
000501 0619085	ACWA/JPIA Invoice	07/17/2019	07/17/2019 EE HEALTH BENEFIT & EAP AUG 19	Regular	0.00 0.00	23,255.88 23,255.88	61424
013862 AG070919	ANDREW GLASSELL Invoice	06/30/2019	07/17/2019 REFUND OF METER QUOTE FEE PAID 6/19	Regular	0.00 0.00	19.00 19.00	61425
000214 BF92381-2287	BABCOCK LABORATORIES, INC. Invoice	06/30/2019	07/17/2019 SAMPLING - SULLIVAN PLAN CHECK	Regular	0.00 0.00	34.00 34.00	61426
013338 BW070119	BEVERLY WASZAK Invoice	06/30/2019	07/17/2019 REIMB: MILEAGE	Regular	0.00 0.00	48.49 48.49	61427
013858 BW070919	BRANDON WARNER Invoice	07/17/2019	07/17/2019 REIMB: SAFETY BOOTS	Regular	0.00 0.00	178.19 178.19	61428
001560 3001	CENTURY FORMS Invoice	06/30/2019	07/17/2019 #9 RETURN ENVELOPES	Regular	0.00 0.00	799.66 799.66	61429
013838 CWSA 011	CALIFORNIA ASSOCIATION OF MUTUAL WATER Invoice	06/30/2019	07/17/2019 COMMUNITY WATER SYSTEMS ALLIANCE	Regular	0.00 0.00	5,000.00 5,000.00	61430
001555 190703192101	CENTRA TEL Invoice	06/30/2019	07/17/2019 DISPATCH SERVICES - JUN 19	Regular	0.00 0.00	506.71 506.71	61431
013790 39550	COLANTUONO, HIGHSMITH & WHATLEY, PC Invoice	06/30/2019	07/17/2019 LEGAL SERVICES - JUN 19	Regular	0.00 0.00	1,365.00 1,365.00	61432
013365 25AR966382 25AR970332	IMAGE SOURCE Invoice Invoice	06/30/2019 06/30/2019	07/17/2019 SHOP EXPENSE 6/01/19 - 6/30/19 OFFICE EXPENSE 6/5/19 - 7/4/19	Regular	0.00 0.00 0.00	457.74 65.66 392.08	61433
001933 1800000140	COUNTY OF SAN BERNARDINO Invoice	07/17/2019	07/17/2019 LAFCO 2019-2020 BUDGET	Regular	0.00 0.00	10,000.00 10,000.00	61434
002820 85475	EMPLOYEE RELATIONS, INC. Invoice	06/30/2019	07/17/2019 EE RECRUITING EXPENSE	Regular	0.00 0.00	143.85 143.85	61435
VEND1466 FB063019	FEDAK & BROWN LLP Invoice	06/30/2019	07/17/2019 FINANCIAL AUDIT 18/19 - JUN 19	Regular	0.00 0.00	5,997.00 5,997.00	61436
013222 FC0719	FRONTIER CALIFORNIA INC. Invoice	07/17/2019	07/17/2019 HDMC WWTP - TELEPHONE	Regular	0.00 0.00	201.18 201.18	61437
004152 20494 20495	HI-DESERT STAR Invoice Invoice	06/30/2019 06/30/2019	07/17/2019 PUBLIC NOTICE: DISSOLVE IMPROVEMEN PUBLIC NOTICE: DISSOLVE IMPROVEMEN	Regular	0.00 0.00 0.00	1,267.20 633.60 633.60	61438
004720 S1023881.003 S1023881.004 S1024079.001 S1024309.002	INLAND WATER WORKS Invoice Invoice Invoice Invoice	06/30/2019 06/30/2019 06/30/2019 06/30/2019	07/17/2019 SMALL TOOLS - CIRP SMALL TOOLS - CIRP INVENTORY/SMALL TOOLS/MAINLINE/LE SADDLEBACK SUPPLIES	Regular	0.00 0.00 0.00 0.00	4,768.36 226.28 117.45 3,630.21 17.46	61439

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Date Range: 07/01/2019 - 07/31/

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>51024706.001</u>	Invoice	06/30/2019	CIRP SUPPLIES	0.00	111.81	
<u>51024706.002</u>	Invoice	06/30/2019	METER REPAIR SUPPLIES	0.00	665.15	
009054	KATHLEEN J. RADNICH	07/17/2019	Regular	0.00	3,078.49	61440
<u>190629-1</u>	Invoice	06/30/2019	PUBLIC RELATIONS SERVICES	0.00	1,444.69	
<u>190707-1</u>	Invoice	07/17/2019	PUBLIC RELATIONS SERVICES	0.00	831.60	
<u>190714-1</u>	Invoice	07/17/2019	PUBLIC RELATIONS SERVICES	0.00	802.20	
005640	KILLER BEE PEST CONTROL	07/17/2019	Regular	0.00	80.00	61441
<u>5391</u>	Invoice	06/30/2019	BEE REMOVAL	0.00	80.00	
013861	SNYDER & SONS UNLIMITED	07/17/2019	Regular	0.00	35.00	61442
<u>556062619</u>	Invoice	06/30/2019	NEW VECTOR LOGO W/ ADDRESS	0.00	35.00	
013851	MICAH NAZARIO	07/17/2019	Regular	0.00	167.39	61443
<u>MN070919</u>	Invoice	07/17/2019	REIMB: SAFETY BOOTS	0.00	167.39	
000156	FORSHOCK	07/17/2019	Regular	0.00	1,675.52	61444
<u>1900352</u>	Invoice	06/30/2019	SCADA IMPROVEMENTS - PH 2	0.00	673.44	
<u>1900355</u>	Invoice	06/30/2019	SCADA IMPROVEMENTS - PH 2	0.00	1,002.08	
006800	MOJAVE WATER AGENCY	07/17/2019	Regular	0.00	121,390.00	61445
<u>MWA070919</u>	Invoice	06/30/2019	WATER RECHARGE PURCHASE	0.00	121,390.00	
003930	NBS	07/17/2019	Regular	0.00	8,873.11	61446
<u>619000095</u>	Invoice	06/30/2019	STANDBY ADMIN FEES - JUN 19	0.00	2,750.62	
<u>619000095A</u>	Invoice	07/17/2019	STANDBY ADMIN FEES - 3RD QTR 19	0.00	4,374.99	
<u>619000285</u>	Invoice	06/30/2019	PARCEL AUDIT	0.00	1,747.50	
007500	NORTHAMERICAN TRANSPORTATION	07/17/2019	Regular	0.00	221.18	61447
<u>29539</u>	Invoice	06/30/2019	MEMBERSHIP IN DRUG PROGRAM	0.00	24.00	
<u>29555</u>	Invoice	06/30/2019	MEMBERSHIP IN DRUG PROGRAM	0.00	98.59	
<u>29577</u>	Invoice	06/30/2019	MEMBERSHIP IN DRUG PROGRAM	0.00	98.59	
000070	ONLINE INFORMATION SERVICES, INC.	07/17/2019	Regular	0.00	359.25	61448
<u>941041</u>	Invoice	06/30/2019	ID VERIF. SERV. THRU 06/30/19	0.00	359.25	
000236	PAYPRO ADMINISTRATORS	07/17/2019	Regular	0.00	55.00	61449
<u>72246</u>	Invoice	06/30/2019	FSA ADMIN FEES - JUN 19	0.00	55.00	
008150	PETTY CASH, JBWD	07/17/2019	Regular	0.00	104.12	61450
<u>PC063019</u>	Invoice	06/30/2019	BUSINESS EXP/OFFICE SUPPLIES/POSTAG	0.00	104.12	
008150	PETTY CASH, JBWD	07/17/2019	Regular	0.00	-104.12	61450
008200	PITNEY BOWES INC.	07/17/2019	Regular	0.00	320.21	61451
<u>3103258955</u>	Invoice	06/30/2019	LEASING CHARGES - 2ND QTR 19	0.00	320.21	
008405	PRECISION ASSEMBLY	07/17/2019	Regular	0.00	1,424.52	61452
<u>18395</u>	Invoice	06/30/2019	JUN WATER BILL PRINT/MAIL	0.00	1,424.52	
006150	RANDY MAYES	07/17/2019	Regular	0.00	630.56	61453
<u>RM071519</u>	Invoice	07/17/2019	REIMB: EE TRAINING	0.00	630.56	
013360	REDWINE AND SHERRILL, LLP	07/17/2019	Regular	0.00	5,689.24	61454
<u>1190</u>	Invoice	06/30/2019	LEGAL SERVICES - THRU 6/30/19	0.00	5,689.24	
008414	PROVIDEO	07/17/2019	Regular	0.00	300.00	61455
<u>1674</u>	Invoice	06/30/2019	VIDEO TAPING & YOU TUBE BD MEETING	0.00	300.00	
009618	SAMS MARKET	07/17/2019	Regular	0.00	2,047.39	61456
<u>SM063019</u>	Invoice	06/30/2019	SHOP EXPENSE 7/18 - 6/19	0.00	2,047.39	
000091	SAN BERNARDINO COUNTY RECORDER	07/17/2019	Regular	0.00	40.00	61457
<u>SB070319</u>	Invoice	07/17/2019	RELEASE OF LIENS	0.00	40.00	
013228	SARAH J. JOHNSON	07/17/2019	Regular	0.00	9.52	61458

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<u>5J062919</u>	Invoice	06/30/2019	REIMB: OFFICE SUPPLIES	0.00	9.52	
VEN01020	SOUTHWEST NETWORKS, INC	07/17/2019	Regular	0.00	950.00	61459
<u>19_6041</u>	Invoice	06/30/2019	SUPPLEMENTAL IT SERVICES (AMC) - THR	0.00	950.00	
011101	VAGABOND WE DIVE SUPPLY	07/17/2019	Regular	0.00	368.68	61460
<u>108672</u>	Invoice	06/30/2019	CIRP SUPPLIES	0.00	165.32	
<u>108687</u>	Invoice	06/30/2019	SMALL TOOLS - COMBINED	0.00	203.36	
013366	THE SOCO GROUP, NE	07/17/2019	Regular	0.00	5,448.41	61461
<u>0690339 IN</u>	Invoice	07/17/2019	FUEL FOR VEHICLES	0.00	1,721.95	
<u>0690340 IN</u>	Invoice	07/17/2019	FUEL FOR VEHICLES	0.00	3,726.46	
010690	TYLER TECHNOLOGIES	07/17/2019	Regular	0.00	113.90	61462
<u>025_264490</u>	Invoice	06/30/2019	CALL NOTIFICATION FEES: APR - JUN	0.00	113.90	
010850	UNDERGROUND SERVICE ALERT	07/17/2019	Regular	0.00	184.74	61463
<u>18D58FEE3294</u>	Invoice	06/30/2019	DIG SAFE BOARD FEES - 2018	0.00	93.89	
<u>620190392</u>	Invoice	06/30/2019	TICKET DELIVERY SERVICE - JUN 19	0.00	90.85	
010990	UTILQUEST LLC	07/17/2019	Regular	0.00	442.88	61464
<u>277784 Q</u>	Invoice	06/30/2019	CONTRACT LOCATING EXPENSE	0.00	125.28	
<u>278111 Q</u>	Invoice	06/30/2019	CONTRACT LOCATING EXPENSE	0.00	317.60	
000327	WATER QUALITY SPECIALISTS	07/17/2019	Regular	0.00	3,310.00	61465
<u>6039</u>	Invoice	06/30/2019	HDMC WWTP: OPERATION & MAINT - JUL	0.00	3,310.00	
011615	WESTERN EXTERNAL OPERATIONS CO	07/17/2019	Regular	0.00	34.00	61466
<u>WE063019</u>	Invoice	06/30/2019	PEST CONTROL SERVICES - SHOP	0.00	34.00	
013359	XEROX FINANCIAL SERVICES	07/17/2019	Regular	0.00	612.06	61467
<u>1686843</u>	Invoice	07/17/2019	OFFICE EXPENSE 7/7/19 - 8/6/19	0.00	395.66	
<u>1686844</u>	Invoice	07/17/2019	SHOP EXPENSE 6/27/19 - 7/26/19	0.00	216.40	
000233	NAPA AUTO PARTS	07/17/2019	Regular	0.00	214.85	61468
<u>288241</u>	Invoice	06/30/2019	SHOP EXPENSE/VACUUM SUPPLIES	0.00	93.56	
<u>288660</u>	Invoice	06/30/2019	SMALL TOOLS - CIRP	0.00	56.95	
<u>288916</u>	Invoice	06/30/2019	VEHICLE MAINTENANCE	0.00	47.90	
<u>288917</u>	Invoice	06/30/2019	VEHICLE MAINTENANCE: V30	0.00	16.44	
013843	ELLEN JACKMAN	07/18/2019	Regular	0.00	105.87	61481
<u>EJ071119</u>	Invoice	07/18/2019	REIMB: EE TRAINING	0.00	105.87	
000058	GARDA CL WEST, INC.	07/18/2019	Regular	0.00	684.29	61482
<u>10497268</u>	Invoice	07/18/2019	COURIER FEES - JUL 19	0.00	684.29	
004720	INLAND WATER WORKS	07/18/2019	Regular	0.00	5,913.53	61483
<u>51024079.002</u>	Invoice	07/18/2019	INVENTORY/MAINLINE/LEAK REPAIR SUP	0.00	940.12	
<u>51024706.003</u>	Invoice	07/18/2019	CIRP SUPPLIES	0.00	131.29	
<u>51024946.001</u>	Invoice	07/18/2019	INVENTORY/METER REPAIR SUPPLIES	0.00	4,842.12	
005640	KILLER BEE PEST CONTROL	07/18/2019	Regular	0.00	80.00	61484
<u>5402</u>	Invoice	07/18/2019	BEE REMOVAL	0.00	80.00	
000205	LORI G. HERBEL	07/18/2019	Regular	0.00	160.00	61485
<u>LH080119</u>	Invoice	07/18/2019	PUBLIC INFO/FARMER'S MARKET	0.00	160.00	
000156	FORSHOCK	07/18/2019	Regular	0.00	243.00	61486
<u>19000362</u>	Invoice	07/18/2019	MONTHLY SCADA MONITORING	0.00	38.00	
<u>1900363</u>	Invoice	07/18/2019	MONTHLY SCADA MONITORING	0.00	205.00	
003930	NBS	07/18/2019	Regular	0.00	2,845.77	61487
<u>619000050</u>	Invoice	07/18/2019	CMM ADMIN FEES - 3RD QTR 19	0.00	2,100.27	
<u>619000324</u>	Invoice	07/18/2019	CMM DELINQUENT LETTERS	0.00	745.50	
008415	PRUDENTIAL OVERALL SUPPLY	07/18/2019	Regular	0.00	282.93	61488

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Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
22825998	Invoice	07/18/2019	SHOP EXPENSE	0.00	226.95	
22826000	Invoice	07/18/2019	SHOP EXPENSE	0.00	55.98	
008201	PURCHASE POWER	07/18/2019	Regular	0.00	1,513.50	61489
P8071219	Invoice	07/18/2019	POSTAGE REFILL FOR METER	0.00	1,513.50	
013835	4 SPORTS N MORE	07/18/2019	Regular	0.00	953.89	61490
2018	Invoice	07/18/2019	UNIFORMS	0.00	953.89	
001932	SAN BERNARDINO COUNTY OFFICE OF THE ASS	07/18/2019	Regular	0.00	6.00	61491
108510	Invoice	07/18/2019	MAP REVISIONS - JULY 19	0.00	6.00	
013833	SERVICEMASTER 360 PREMIER CLEANING	07/18/2019	Regular	0.00	1,239.75	61492
181217	Invoice	07/18/2019	JANITORIAL SERVICES - JUL 19	0.00	1,239.75	
VEN01020	SOUTHWEST NETWORKS, INC.	07/18/2019	Regular	0.00	716.00	61493
19-70075C	Invoice	07/18/2019	OFFICE 365 MONTHLY MAINT - AUG 19	0.00	716.00	
010690	TYLER TECHNOLOGIES	07/18/2019	Regular	0.00	1,447.58	61494
025-263161	Invoice	07/18/2019	INCODE CRM (API) MAINT - 8/1/19 - 7/31	0.00	1,447.58	
000023	ULTIMATE MOTORS, INC.	07/18/2019	Regular	0.00	412.39	61495
33483	Invoice	07/18/2019	VEHICLE REPAIRS: V30	0.00	412.39	
010990	UTILIQUEST L.L.C.	07/18/2019	Regular	0.00	54.32	61496
278392-Q	Invoice	07/18/2019	CONTRACT LOCATING EXPENSE	0.00	54.32	
000233	NAPA AUTO PARTS	07/18/2019	Regular	0.00	487.92	61497
289970	Invoice	07/18/2019	VEHICLE MAINTENANCE: V28	0.00	243.96	
289971	Invoice	07/18/2019	VEHICLE MAINTENANCE: V29	0.00	243.96	
VEN01257	YUCCA VALLEY CHRYSLER CENTER INC.	07/18/2019	Regular	0.00	740.65	61498
110777	Invoice	07/18/2019	VEHICLE REPAIR: V33	0.00	740.65	
000504	ACTION PUMPING, INC.	07/30/2019	Regular	0.00	1,300.00	61502
8262	Invoice	07/30/2019	HDMC WW: PUMPING	0.00	1,300.00	
000501	ACWA/JPIA	07/30/2019	Regular	0.00	11,187.62	61503
JPIA063019	Invoice	06/30/2019	WORKERS COMP APR - JUN 19	0.00	11,187.62	
000575	AFSCME LOCAL 1902	07/30/2019	Regular	0.00	558.06	61504
AFSCME0719	Invoice	07/30/2019	EE UNION DUES - JUL 19	0.00	558.06	
001850	CLINICAL LAB OF S.B. INC	07/30/2019	Regular	0.00	1,808.00	61505
969555	Invoice	06/30/2019	SAMPLING - JUN 19	0.00	555.00	
969556	Invoice	06/30/2019	HDMC WWTP SAMPLING- JUN 19	0.00	1,253.00	
002565	DUDEK AND ASSOCIATES, INC	07/30/2019	Regular	0.00	8,025.00	61506
20193843	Invoice	06/30/2019	ENG SERV: MULTIPLE PROJECTS THRU 5/3	0.00	2,530.00	
20194467	Invoice	06/30/2019	ENG SERV: MULTIPLE PROJECTS THRU 6/2	0.00	5,495.00	
013802	HASA, INC.	07/30/2019	Regular	0.00	597.49	61507
646799	Invoice	07/30/2019	WATER TREATMENT EXPENSE	0.00	597.49	
010900	USABLUEBOOK	07/30/2019	Regular	0.00	9,065.62	61508
951597	Invoice	07/30/2019	PUMPING PLANT SUPPLIES	0.00	9,065.62	
009054	KATHLEEN J. RADNICH	07/30/2019	Regular	0.00	1,835.40	61509
190721-1	Invoice	07/30/2019	PUBLIC RELATIONS SERVICES	0.00	802.20	
190728-1	Invoice	07/30/2019	PUBLIC RELATIONS SERVICES	0.00	1,033.20	
006029	LIEBERT CASSIDY WHITMORE	07/30/2019	Regular	0.00	3,517.00	61510
1481637	Invoice	06/30/2019	LEGAL SERVICES - THRU 6/30/19	0.00	3,463.00	
1481638	Invoice	06/30/2019	LEGAL SERVICES - EE MATTERS THRU 6/3	0.00	54.00	
013861	SNYDER & SONS UNLIMITED	07/30/2019	Regular	0.00	35.00	61511

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Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>MC664</u>	Invoice	06/30/2019	NEW VECTOR LOGO W/ ADDRESS	0.00	35.00	
000156	FORSHOCK	07/30/2019	Regular	0.00	19,083.93	61512
<u>1900354</u>	Invoice	06/30/2019	SCADA IMPROVEMENTS - PH 2	0.00	19,083.93	
013828	PRO SECURITY SYSTEMS, INC.	07/30/2019	Regular	0.00	7,216.49	61513
<u>PSS072419</u>	Invoice	07/30/2019	ALARM SYSTEM UPGRADES @ SHOP & OF	0.00	7,216.49	
009920	STANDARD INSURANCE CO	07/30/2019	Regular	0.00	1,041.43	61514
<u>5T0819</u>	Invoice	07/30/2019	EE LIFE INSURANCE - AUG 19	0.00	1,041.43	
000009	WESTERN PUMP, INC.	07/30/2019	Regular	0.00	1,072.50	61515
<u>W12314</u>	Invoice	06/30/2019	ANNUAL AQMD 461 TEST: VAPOR RECOV	0.00	1,072.50	
013808	NOBEL SYSTEMS, INC.	07/31/2019	Regular	0.00	10,080.00	61516
<u>14614</u>	Invoice	06/30/2019	CIRP MODULE & WATER QUALITY MODUL	0.00	10,080.00	
001517	CalPERS	07/08/2019	Manual	0.00	13,173.02	901197
<u>PPE 6-21-19</u>	Invoice	07/08/2019	PAY PERIOD ENDING 6/21/19	0.00	13,173.02	
000236	PAYPRO ADMINISTRATORS	07/12/2019	Manual	0.00	79.16	901198
<u>PPE 7-5-19</u>	Invoice	07/12/2019	EE FSA DEDUCTIONS 7-12-19	0.00	79.16	
000248	PAYCHEX	07/12/2019	Manual	0.00	343.00	901199
<u>332309</u>	Invoice	07/12/2019	PAYROLL PROCESSING FEE	0.00	343.00	
004110	BURRTEC WASTE & RECYCLING SVCS	07/15/2019	Manual	0.00	156.51	901200
<u>BW0719</u>	Invoice	07/15/2019	TRASH & RECYCLING (OFFICE) - JUL 19	0.00	156.51	
004110	BURRTEC WASTE & RECYCLING SVCS	07/15/2019	Manual	0.00	287.68	901201
<u>BW0719B</u>	Invoice	07/15/2019	TRASH REMOVAL (SHOP) - JUL 19	0.00	287.68	
009878	SOUTHERN CALIFORNIA EDISON	07/16/2019	Manual	0.00	24,587.35	901202
<u>SCE0619</u>	Invoice	06/30/2019	POWER FOR PUMPING - JUN 19	0.00	24,587.35	
001009	BUSINESS CARD	07/18/2019	Manual	0.00	2,911.45	901203
<u>BA0619</u>	Invoice	06/30/2019	DEVELOPMENT/SHOP EXPENSE/UNIFOR	0.00	2,911.45	
001005	BANK OF AMERICA	07/18/2019	Manual	0.00	3,999.93	901204
<u>BA0619</u>	Invoice	06/30/2019	DIRECTOR & CAC EDU/BUSINESS EXP/OFF	0.00	3,999.93	
001011	BUSINESS CARD	07/18/2019	Manual	0.00	181.19	901205
<u>BA0619</u>	Invoice	06/30/2019	BUSINESS EXPENSE	0.00	181.19	
001004	BUSINESS CARD	07/18/2019	Manual	0.00	1,885.35	901206
<u>BA0619</u>	Invoice	06/30/2019	DISTRICT TOURS/TELEPHONE (OFFICE)/P	0.00	1,885.35	
013196	TELEPACIFIC COMMUNICATIONS	07/18/2019	Manual	0.00	482.84	901207
<u>118158701-0</u>	Invoice	06/30/2019	TELEPHONE (OFFICE) - JUN 19	0.00	482.84	
001630	AT&T MOBILITY	07/18/2019	Manual	0.00	3,612.06	901208
<u>829480028X0705</u>	Invoice	06/30/2019	COMMUNICATIONS - JUN 19/MAAS 360/1	0.00	3,612.06	
004195	HOME DEPOT CREDIT SERVICES	07/18/2019	Manual	0.00	2,838.38	901209
<u>HD0619</u>	Invoice	06/30/2019	MAINLINE/LEAK REPAIR/SMALL TOOLS/B	0.00	2,838.38	
001517	CalPERS	07/18/2019	Manual	0.00	32,159.00	901210
<u>10000001571240</u>	Invoice	07/18/2019	EMPLOYER UNFUNDED ACCRUED LIABILIT	0.00	28,699.00	
<u>10000001571241</u>	Invoice	07/18/2019	EMPLOYER UNFUNDED ACCRUED LIABILIT	0.00	3,460.00	
001517	CalPERS	07/19/2019	Manual	0.00	13,059.60	901211
<u>PPE 7-5-19</u>	Invoice	07/19/2019	PAY PERIOD ENDING 7/05/19	0.00	13,059.60	
VEN01533	PAYMENTUS GROUP INC.	07/22/2019	Manual	0.00	2,648.40	901212
<u>US19060262</u>	Invoice	06/30/2019	CREDIT CARD PROCESSING FEE - JUN 19	0.00	2,648.40	
001517	CalPERS	07/26/2019	Manual	0.00	13,047.66	901214

*Check Report JBWD

Date Range: 07/01/2019 - 07/31/

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>PPE 7-19-19</u>	Invoice	07/26/2019	PAY PERIOD ENDING 7/19/19	0.00	13,047.66	
000248	PAYCHEX	07/26/2019	Manual	0.00	354.03	901215
<u>332727</u>	Invoice	07/26/2019	PAYROLL PROCESSING FEE	0.00	354.03	
000248	PAYCHEX	07/26/2019	Manual	0.00	15.86	901216
<u>332777</u>	Invoice	07/26/2019	PAYROLL PROCESSING FEE	0.00	15.86	
000025	ICMA RC	07/31/2019	Manual	0.00	5,370.32	901217
<u>ICMARC0719</u>	Invoice	07/31/2019	457 REMITTANCE - JUL 19	0.00	5,370.32	
000236	PAYPRO ADMINISTRATORS	07/26/2019	Manual	0.00	79.16	901913
<u>PPE 7-19-19</u>	Invoice	07/26/2019	EE FSA DEDUCTIONS 7-26-19	0.00	79.16	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	112	80	0.00	317,483.21
Manual Checks	22	21	0.00	121,271.95
Voided Checks	0	1	0.00	-104.12
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	134	102	0.00	438,651.04

*Check Report JBWD

Date Range: 07/01/2019 - 07/31,

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: CN-CITY NATIONAL BANK - MUNI FIN LOAN						
004018	HACH COMPANY	07/02/2019	Manual	0.00	593.61	800016
<u>11465731</u>	Invoice	07/02/2019	SMALL TOOLS - CIRP	0.00	593.61	
011101	VAGABOND WELDING SUPPLY	07/02/2019	Manual	0.00	966.73	800017
<u>108461</u>	Invoice	07/02/2019	SMALL TOOLS - CIRP	0.00	966.73	
013848	INDUSTRIAL METAL SUPPLY CO.	07/02/2019	Manual	0.00	3,699.37	800018
<u>225581</u>	Invoice	07/02/2019	SMALL TOOLS - CIRP	0.00	3,699.37	
000233	NAPA AUTO PARTS	07/02/2019	Manual	0.00	608.74	800019
<u>287700</u>	Invoice	07/02/2019	SMALL TOOLS - CIRP	0.00	608.74	
004720	INLAND WATER WORKS	07/02/2019	Manual	0.00	850.97	800020
<u>S1022442.006</u>	Invoice	07/02/2019	SMALL TOOLS - CIRP	0.00	378.16	
<u>S1023881.002</u>	Invoice	07/02/2019	SMALL TOOLS - CIRP	0.00	199.34	
<u>S1024309.001</u>	Invoice	07/02/2019	SADDLEBACK SUPPLIES	0.00	273.47	

Bank Code CN Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	7	5	0.00	6,719.42
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<u>7</u>	<u>5</u>	<u>0.00</u>	<u>6,719.42</u>

**JOSHUA BASIN WATER DISTRICT
UTILITY REFUND REGISTER**

<u>Account Number</u>	<u>Name</u>	<u>Date</u>	<u>Type</u>	<u>Amount</u>	<u>Reference</u>
03-00244-012	ROADRUNNER REALTY INC	7/17/2019	Refund	217.84	Check #: 61469
13-00354-015	A.I.M. RENTAL PROPERTIES	7/17/2019	Refund	203.51	Check #: 61470
65-00585-002	MERINO, DAMIEN L	7/17/2019	Refund	38.60	Check #: 61471
05-00003-007	ANDERSON, DAWN	7/17/2019	Refund	215.79	Check #: 61472
05-00065-009	CHAVEZ, ANA D	7/17/2019	Refund	37.37	Check #: 61473
09-00009-004	COLVIN, JOHN DAVID HENRY	7/17/2019	Refund	101.40	Check #: 61474
09-00021-003	TUCKER, MARK A	7/17/2019	Refund	76.94	Check #: 61475
10-00450-005	SMITH, NONA	7/17/2019	Refund	22.19	Check #: 61476
11-00002-010	POE, MARY LANE	7/17/2019	Refund	28.51	Check #: 61477
14-00134-002	FAMILY ASSISTANCE PROGRAM	7/17/2019	Refund	176.70	Check #: 61478
52-00047-012	DESERT QUEEN PROPERTY CARE	7/17/2019	Refund	179.67	Check #: 61479
54-00042-007	GALLEN, WILLIAM J	7/17/2019	Refund	161.11	Check #: 61480
07-00169-008	SINCLAIR, ROBERT	7/30/2019	Refund	169.84	Check #: 61499
03-00486-000	STANFORD, JONATHAN TOBIAS	7/30/2019	Refund	35.10	Check #: 61500
06-00117-007	GENTRYVONDERAHE, LINDA A	7/30/2019	Refund	35.10	Check #: 61501
				<u>1,699.67</u>	

JOSHUA BASIN WATER
 DISTRICT
 PO BOX 675
 JOSHUA TREE, CA 92252

DIRECTOR PAY
 06/22/2019 - 07/19/2019

<u>Employee Number</u>	<u>Employee Name</u>	<u>Date</u>	<u>Type</u>	<u>Units</u>	<u>Additions</u>	<u>Deductions</u>
10510	Hund, Geary	07/17/2019	Director Pay Note: SPECIAL JBWD BOARD MEETING	1.0000	\$173.63	
Totals:					\$173.63	\$0.00
Employee Total:					\$173.63	

<u>Employee Number</u>	<u>Employee Name</u>	<u>Date</u>	<u>Type</u>	<u>Units</u>	<u>Additions</u>	<u>Deductions</u>
10508	Johnson, Robert	06/26/2019	Director Pay Note: GM AD HOC MEETING	1.0000	\$173.63	
		06/26/2019	Meal / Lodging Note: MEAL: GM AD HOC MEETING WITH UNGER		\$37.17	
		07/10/2019	Director Pay Note: FINANCE COMMITTEE MEETING	1.0000	\$173.63	
		07/11/2019	Director Pay Note: MWA BOARD MEETING	1.0000	\$173.63	
		07/11/2019	Mileage / Vehicle Exp Note: MILES: MWA BOARD MEETING		\$80.39	
		07/16/2019	Director Pay Note: ADHOC COMMITTEE MEETING	1.0000	\$173.63	
		07/16/2019	Meal / Lodging Note: MEAL: ADHOC COMMITTEE MEETING W/ REYNOLDS		\$57.15	
		07/17/2019	Director Pay Note: SPECIAL JBWD BOARD MEETING	1.0000	\$173.63	
Totals:					\$1,042.86	\$0.00
Employee Total:					\$1,042.86	

DIRECTOR PAY
06/22/2019 - 07/19/2019

<u>Employee Number</u>	<u>Employee Name</u>	<u>Date</u>	<u>Type</u>	<u>Units</u>	<u>Additions</u>	<u>Deductions</u>
10505	Reynolds, Michael	07/10/2019	Director Pay Note: WATER RESOURCES & OPS COMMITTEE MEETING	1.0000	\$173.63	
		07/16/2019	Director Pay Note: ADHOC COMMITTEE MEETING	1.0000	\$173.63	
		07/17/2019	Director Pay Note: SPECIAL JBWD BOARD MEETING	1.0000	\$173.63	
Totals:					\$520.89	\$0.00
Employee Total:					\$520.89	

<u>Employee Number</u>	<u>Employee Name</u>	<u>Date</u>	<u>Type</u>	<u>Units</u>	<u>Additions</u>	<u>Deductions</u>
10509	Unger, Rebecca	06/26/2019	Director Pay Note: GM AD HOC MEETING	1.0000	\$173.63	
		06/27/2019	Director Pay Note: MWA BOARD MEETING	1.0000	\$173.63	
		06/27/2019	Mileage / Vehicle Exp Note: MILES: MWA BOARD MEETING		\$77.72	
		07/10/2019	Director Pay Note: FINANCE & WATER RESOURCES & OPS COMMITTEE MEETINGS	1.0000	\$173.63	
		07/17/2019	Director Pay Note: SPECIAL JBWD BOARD MEETING	1.0000	\$173.63	
Totals:					\$772.24	\$0.00
Employee Total:					\$772.24	

Pay Adjustment Summary

<u>Type</u>	<u>Units</u>	<u>Additions</u>	<u>Deductions</u>	Grand Totals:	\$2,509.62	\$0.00
Director Pay	13.0000	\$2,257.19		Grand Total:	\$2,509.62	
Meal / Lodging		\$94.32				
Mileage / Vehicle Exp		\$158.11				

**JOSHUA BASIN WATER DISTRICT
REGULAR MEETING MINUTES
WEDNESDAY, AUGUST 21, 2019**

CALL TO ORDER/PLEDGE OF ALLEGIANCE – President Johnson called the meeting to order at 6:30 p.m.

DETERMINATION OF A QUORUM – President Johnson, Vice President Unger, Director Floen, Director Hund, and Director Reynolds.

STAFF PRESENT –Mark Ban, GM, Susan Greer, AGM-Controller, Sarah Johnson, Director of Administration, and Beverly Waszak, Executive Assistant

CONSULTANT PRESENT - Kathleen Radnich, Public Outreach

APPROVAL OF AGENDA – Director Reynolds moved to approve the Agenda. Director Hund seconded.

MSC' (Reynolds/Hund) motion carried by the following vote:

Ayes: Floen, Hund, Johnson, Reynolds, and Unger

Noes: None

Absent: None

Abstain: None

PUBLIC COMMENT –Al Marquez, Sun Fair Community complimented the Board and staff then asked about the status of Well 14.

CONSENT CALENDAR – Director Reynolds motioned to approve the Consent Calendar; GM Ban added the following change to the minutes of the Special Board of Directors meeting of July 17, 2019; under District General Counsel Report it is corrected to say “Mr. Gil Granito, District General Counsel, reported that SB 307, which impacts the Cadiz project, had cleared the Assembly and is headed to the Governor for his signature.”

MSC' (Reynolds/Hund) motion carried by the following vote:

Ayes: Floen, Hund, Johnson, Reynolds, and Unger

Noes: None

Absent: None

Abstain: Hund (July 31, 2019)

Director Hund abstained from the approval of the July 31, 2019 Special Board of Directors meeting as he was absent.

CITIZENS ADVISORY AND LEGISLATIVE & PUBLIC INFORMATION COMMITTEES – Paul F. Coat, Jane Jarlsberg, and Dave Mistal were up for appointments to the CAC Committee, this was followed by a brief Q&A with the Board of Directors.

PUBLIC COMMENT –

Jane Jarlsberg, Joshua Tree asked who is on the CAC, how many people are on the CAC, and are there members here in attendance tonight.

Karen Tracy, Chairperson, CAC commented that the Citizens Advisory Council (CAC) is a council and not a committee because there are no Board members on the CAC, and for a Committee you need a Board member to sit on a Committee. She said she was very impressed with the new training they will be receiving mostly because of GM Ban to ensure that the CAC is up to date on all matters pertaining to the JBWD.

Al Marquez, Sun Fair Community commented that he was on the CAC from 2008-2011 and resigned only because he didn't feel that the Committee were representatives of the community. He stated that when the Board appoints a Committee then they will need to be loyal to the Board.

Kathleen Radnich, PIO reported on recruiting that is being done at the Farmers Market for the CAC in order to alleviate some previous concerns.

Director Reynolds motioned to approve the name change from Citizen's Advisory Committee to Citizen's Advisory Council and to appoint Paul F. Coat and Jane Jarlsberg to the Citizen's Advisory Council. Director Hund seconded.

MSC' (Reynolds/Hund) motion carried by the following vote:

Ayes: Floen, Hund, Johnson, Reynolds, and Unger
Noes: None
Absent: None
Abstain: None

FIRST ANNUAL REVIEW OF THE RESERVE POLICY ADOPTED ON MAY 16, 2018. AGM Greer gave the staff report. A brief Q&A followed with the Board.

Vice President Unger motioned to approve Resolution No. 19-1007 amending the Reserve Policy. Director Hund seconded.

MSC' (Unger/Hund) motion carried by the following vote:

Ayes: Floen, Hund, Johnson, Reynolds, and Unger
Noes: None
Absent: None
Abstain: None

PUBLIC COMMENT - None

GENERAL MANAGER REPORT – GM Ban gave a brief update on the CIRP and the location of where the new pipe is being laid.

DIRECTOR COMMENTS & REPORTS ON MEETINGS ATTENDED –+–

Kathleen Radnich, Public Outreach Consultant updated the Board on the following:

- Long/Short Term Renter Manager's Workshop – August 29, 2019, 6-7 p.m. at the District
- Low Income Assistance Program
- Evaporative/Swamp Cooler Study
- Morongo Basin First Responders August 21, 2019
- SBC Water Conference and Water Sector Black Sky Table Top Exercise

Director Hund reported on the Mojave Water Agency Board of Directors meeting he attended on July 25, 2019.

Vice President Unger reported on the Mojave Water Agency Board of Directors meeting she attended on August 8, 2019.

Director Reynolds reported on the San Bernardino County Special Districts Association dinner he attended on August 18, 2019 with the San Bernardino Valley Municipal Water District.

FUTURE DIRECTOR MEETINGS AND TRAINING OPPORTUNITIES-

President Johnson read off the list of upcoming meetings.

ADJOURNMENT – President Johnson adjourned the Board of Directors meeting at 8:27 p.m.

Respectfully submitted,

Mark Ban, Secretary of the Board

DRAFT

**JOSHUA BASIN WATER DISTRICT
SPECIAL MEETING MINUTES
MONDAY, SEPTEMBER 9, 2019**

CALL TO ORDER/PLEDGE OF ALLEGIANCE – President Johnson called the meeting to order at 5:00 p.m.

DETERMINATION OF A QUORUM – President Johnson, Vice President Unger, Director Floen, and Director Reynolds. Director Hund was absent

STAFF PRESENT –Mark Ban, GM, Sarah Johnson, Director of Administration, and Beverly Waszak, Executive Assistant

CONSULTANT PRESENT - None

APPROVAL OF AGENDA – Vice President Unger motioned to approve the Agenda. Director Floen seconded.

MSC¹ (Unger/Floen) motion carried by the following vote:

Ayes: Floen, Johnson, Reynolds, and Unger

Noes: None

Absent: Hund

Abstain: None

PUBLIC COMMENT –None

CLOSED SESSION – Immediately following Item #5 of tonight’s Agenda, the Board went into Closed Session pursuant to Government Code Section 54957.6 to consult with the District’s Designated Labor Negotiators (Sarah Johnson, Director of Administration and Mark Ban, GM). The Closed session ended at approximately 6:34 and the Board returned to open session. No reportable action was taken.

ADJOURNMENT – President Johnson adjourned the Board of Directors meeting at 6:35 p.m.

Respectfully submitted,

Mark Ban, Secretary of the Board

JOSHUA BASIN WATER DISTRICT
MEETING AGENDA REPORT

Meeting of the Board of Directors

September 18, 2019

Report to: President and Board of Directors

Prepared by: Susan Greer 

TOPIC:
4th QUARTER ENDING 6/30/19 FINANCIAL REPORT

RECOMMENDATION:
Review, ask questions, accept and file.

ANALYSIS:
Our 4th quarterly financial report is attached for fiscal year 18/19.

This is the unaudited year-end report for the fiscal year that ended 6/30/19.

Total cash as of 6/30/19 is \$10,600,047 including \$1,104,526 of CIRP Loan proceeds. Operating Revenues are 104% of budget, Operating Expenses are 92% of budget, and revenues exceed expenses by \$457,461 as of 6/30/19.

The report was reviewed in detail by the Finance Committee on 9/11/19 and referred to the Board for acceptance.

The audit results for fiscal year 18/19 are due to the Board by calendar year-end.

FISCAL IMPACT:
N/A



**JOSHUA BASIN WATER DISTRICT
4th QUARTER/YEAR- ENDING 6/30/19 FINANCIAL REPORT SUMMARY**

Unaudited results; includes some year-end accruals

CASH BALANCES

Total cash as of 6/30/19 is \$10,600,047
 General Fund Cash - \$9,585,521; CIRP Loan Cash - \$1,014,526

CASH FLOW

\$1,074,748 water bill and related payments collected during the quarter
 \$581,722 property taxes/assessments collected during the quarter
 \$62,489 received for 6 meter installs (13 for the year)
 MWA Recharge costs - \$329,400
 \$219,880 paid for MB Pipeline debt service
 \$1,219,754 spent on capital projects, mostly CIRP equipment
 Total cash decreased \$1,192,403 during the quarter

PROPERTY TAX AND ASSESSMENT COLLECTIONS

Property tax revenues decreased \$12,347 compared to last year
 and collections decreased \$87,018, mostly prior collections
 Prior tax and assessment collections decreased 35% from last year
 after a 4% decrease the year before

BOARD REPORT

Operating Revenues are 104% of budget
 Water Revenues are 96% of budget
 Operating Expenses are 92% of budget
 Total operating revenues exceed total operating expenses by \$457,461

WATER SALES CONSUMPTION STATISTICS

Y-T-D usage through 6/30/19 is 1.15% more than last year
 Y-T-D usage through 6/30/19 is .24% less than two years ago
 The top 10 users represent the following types of accounts:

Housing (multi-unit)	4,933
Hospital/Medical	3,066
Public agency	3,368
Commercial	806
Residential customer	625
	<hr/> 12,798



CASH BALANCES 6/30/19, unaudited

	<u>6/30/19</u>	<u>LEGALLY</u>	<u>DISTRICT</u>	<u>3/31/2019</u>	<u>6/30/18</u>
	<u>TOTAL</u>	<u>RESTRICTED</u>	<u>RESTRICTED</u>	<u>Balance</u>	<u>Balance</u>
Petty Cash	969			1,088	800
Change Fund	1,500			1,500	1,500
General Fund	402,618			338,583	349,615
Payroll Fund	4,984			5,000	5,000
LAIF Operating Reserve	1,846,304			1,794,352	1,703,760
Cash Flow Reserve	107,001			433,253	848,031
Equip/Technology Reserve	441,480		441,480	450,384	285,901
Emergency Capital Reserve	2,000,000		2,000,000	2,000,000	2,000,000
Meter Replacement Reserve	262,835		262,835	500,000	250,000
Building Reserve	30,000		30,000	30,000	0
Studies/Reports Reserve	57,678		57,678	57,678	57,678
Consumer/Project Deposits	336,995	336,995		315,801	346,202
Water Capacity	339,369	339,369		301,068	266,931
Wastewater Capacity	853,780	853,780		836,788	737,781
CIP Reserve	2,100,737	2,100,737		2,100,737	2,100,737
CMM Redemption	547,482	547,482		469,268	516,883
Reserve	248,658	248,658		247,008	245,826
Prepayment	3,131	3,131		3,111	3,060
	<u>9,585,521</u>	<u>4,430,152</u>	<u>2,791,993</u>	<u>9,885,619</u>	<u>9,719,705</u>
CIRP Loan Fund	<u>1,014,526</u>	<u>1,014,526</u>		<u>1,906,832</u>	
	<u>10,600,047</u>	<u>5,444,678</u>	<u>2,791,993</u>	<u>11,792,451</u>	<u>9,719,705</u>

Restricted Cash = \$8,236,671 Unrestricted Cash = \$2,363,376

Total Cash is \$1,192,404 LESS than quarter ending 3/31/19. Total Cash is \$880,342 MORE than one year ago.



4th Quarter/Year- Ending 6/30/19 CASH FLOW EXPLANATION

Unaudited results; includes some year-end accruals

	<u>General Fund</u>	<u>CIRP Loan</u>
Beginning Cash Balance 4/1/19	\$9,885,619	\$1,906,832
 <u>Source of Funds (Revenues)</u>		
Total cash received during the quarter from all sources	1,986,386	8,478
Water bill payments of \$1,074,748 received from ratepayers Property Tax/Assessment Payments \$581,722 HDMC Funding of \$49,704 (Reimb \$40,575, OH \$9,129) Project Deposits \$10,846 Meter Installation/Capacity Fees of \$62,489 received (6) Interest Revenue \$61,002 Gen Fund, \$8,478 CIRP Loan		
 <u>Use of Funds (Expenses)</u>		
Total use of cash during the quarter for all purposes	2,286,483	900,784
Morongo Basin Pipeline debt service - \$219,880 MWA Recharge -\$329,400 Capital costs during the quarter - \$1,219,754 \$318,971 self funded; \$900,784 CIRP Loan funded		
Redistricting Cr6 Study SCADA	CIRP equipment (8) Strategic plan Inventory-CIRP, meters	
Ending Cash Balance 6/30/19	<u>\$9,585,522</u>	<u>\$1,014,526</u>
Total cash decreased during the quarter by \$1,192,403		



CASH FLOW

Apr - June 2019

	<u>GENERAL FUND</u>	<u>LOAN</u>
FUND BALANCE AT BEGINNING OF PERIOD	\$ 9,885,619.03	\$ 1,906,831.75
FUNDS PROVIDED BY:		
Water Sales	\$ 1,025,473.98	
Loan Disbursements	-	
Loan Reimbursements	145,873.78	
Turn On/Special Services Revenue/Misc	17,874.18	
Consumer Deposits	31,400.25	
HDMC WWTP Operations Reimbursement	40,574.76	
HDMC WWTP Operations Overhead Revenue	9,129.33	
Project Deposits	10,846.27	
Property Taxes Received - G.D.	194,613.36	
Property Taxes Received - ID #2	(2,375.54) <i>Adjustment</i>	
Standby Collections - Prior	17,669.40	
Standby Collections - Current	296,256.38	
Property Taxes Received - CMM	75,558.53	
Water Capacity Charges/Connection Fees	37,698.00	
Wastewater Capacity Charges	12,870.00	
Hzone Reimbursement Fees	-	
Meter Installation Fees	11,921.00	
Interest	61,002.25	
TOTAL SOURCE OF FUNDS	1,986,385.93	8,478.20
FUNDS USED FOR:		
Debt Service	\$ 219,880.00	
Capital Additions - Self funded	318,971.00	
Capital Additions - Loan Funded	-	900,783.60
Operating Expenses	<u>1,030,929.22</u>	
Total Disbursements	1,569,780.22	
Loan Fees	-	
Bank Transfer Payroll	418,957.27	
Employee Funded Payroll Taxes & CALPERS	185,823.60	
Employer Funded Payroll Taxes & CALPERS	90,209.86	
Employee Funded 457 Transfer	18,354.92	
Employer Funded 457 Annual Transfer	-	
Bank Fees/Charges	<u>3,357.62</u>	
Total Transfers	716,703.27	
TOTAL USE OF FUNDS	2,286,483.49	
FUND BALANCE AT END OF PERIOD	\$ 9,585,521.47	\$ 1,014,526.35



Property Tax and Assessment Revenues and Collections as of 6/30/19

	CURRENT YEAR			PRIOR YEAR		
	2018/2019			2017/2018		
	Billed Revenue	Y-T-D Collections	Billed % Collected	Billed Revenue	Y-T-D Collections	Billed % Collected
ID#2		-4,569		0	249	
General District Taxes	473,043	483,967	102%	441,402	442,160	100%
CMM Assessment District Prior	272,900	218,451 52,392	80%	275,389	223,424 64,886	81%
Standby Assessments Prior	1,209,566	1,035,364 161,462	86%	1,251,065	1,037,994 265,372	83%
TOTAL	1,955,509	1,947,067	89%	1,967,856	2,034,085	87%

Current Property Tax/Assessment Revenues decreased \$12,347 or .63%, while collections decreased \$87,018, or 4.28%. Most significantly, prior tax collections decreased \$116,404 and may indicate slow down in property sales.



4th Quarter/Year Ending 6/30/19 BOARD REPORT SUMMARY

Unaudited results; includes some year-end accruals

REVENUES

- Total Operating Revenues are 104% of budget
- Water Revenues are 96% of budget
- HDMC 78% of budget
- Property Tax Revenues are 106% of budget
- Other revenues are 158% of budget
- Unbudgeted Development Fees total \$114,163 (13 meters)

<u>EXPENSES</u>	% of budget
Production	99%
Distribution	92%
Customer Service	57%
Administration	98%
Engineering	136%
Finance	103%
Human Resources	115%
Bonds & Loans	103%
HDMC Tmt. Plant	96%
Benefits Allocated	101%
Field Allocated	130%
Office Allocated	97%
<hr style="width: 20%; margin-left: auto; margin-right: 0;"/>	
TOTAL	92%

SUMMARY

Total Operating Revenues exceed Total Operating Expenses by \$457,461



Joshua Basin Water District

My *Budget Report (Board Report)

Account Summary

For Fiscal: 2018-2019 Period Ending: 06/30/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 01 - GENERAL FUND							
Revenue							
Program: 40 - ** REVENUES **							
01-40-41010-FI	METERED WATER SALES	2,219,000.00	2,219,000.00	237,534.54	2,315,817.85	96,817.85	104.36 %
01-40-41012-FI	ALLOW FOR CAAP/BILLING ADJ	-5,000.00	-5,000.00	0.00	-6,453.37	-1,453.37	129.07 %
01-40-41015-FI	BASIC FEES	1,903,000.00	1,903,000.00	148,134.80	1,643,685.45	-259,314.55	86.37 %
01-40-41016-FI	BASIC FEES - LOCKED/PULLED	298,000.00	298,000.00	25,533.56	293,607.02	-4,392.98	98.53 %
01-40-41030-FI	PRIVATE FIRE PROTECTION SERV.	22,000.00	22,000.00	2,479.08	27,629.58	5,629.58	125.59 %
01-40-41040-FI	SPECIAL SERVICES REVENUE	141,000.00	141,000.00	16,843.03	138,983.05	-2,016.95	98.57 %
01-40-41045-FI	HDMC WWTP OPERATIONS REIMB	132,500.00	132,500.00	30,275.88	103,970.37	-28,529.63	78.47 %
01-40-41046-FI	HDMC WWTP OVERHEAD/FEES RE	29,812.50	29,812.50	6,812.08	23,393.38	-6,419.12	78.47 %
01-40-42100-FI	STANDBY REVENUE-CURRENT	1,139,000.00	1,139,000.00	61,079.85	1,209,566.35	70,566.35	106.20 %
01-40-43000-FI	PROPERTY TAX REVENUE - G.D.	437,000.00	437,000.00	0.00	473,043.15	36,043.15	108.25 %
01-40-43010-FI	AD VALOREM REVENUE - ID #2	0.00	0.00	1.85	-4,569.34	-4,569.34	0.00 %
01-40-43020-FI	ASSESSMENT REVENUE - CMM	256,240.00	256,240.00	15,241.80	272,900.05	16,660.05	106.50 %
01-40-44010-FID	WATER CAPACITY CHARGES	0.00	0.00	23,200.00	65,670.00	65,670.00	0.00 %
01-40-44025-FID	H ZONE ML REIMB FEES	0.00	0.00	0.00	4,921.00	4,921.00	0.00 %
01-40-44030-FID	METER INSTALLATION FEES	0.00	0.00	7,917.00	24,431.00	24,431.00	0.00 %
01-40-44035-FID	METER REPAIR REVENUE	0.00	0.00	294.02	4,872.93	4,872.93	0.00 %
01-40-44050-FI	WASTEWATER CAPACITY CHARGES	0.00	0.00	12,870.00	19,141.00	19,141.00	0.00 %
01-40-46121-FI	GRANT REVENUE - LOCAL (MWA)	0.00	0.00	2,300.00	3,700.00	3,700.00	0.00 %
01-40-47000-FI	MISCELLANEOUS REVENUE	20,000.00	20,000.00	16,539.03	47,673.33	27,673.33	238.37 %
01-40-47002-FI	INTEREST REVENUE - G.D.	99,000.00	99,000.00	77,803.41	270,943.47	171,943.47	273.68 %
01-40-47020-FID	CHANGE IN MARKET VALUE	0.00	0.00	33,150.51	33,150.51	33,150.51	0.00 %
01-40-47030-FID	PLANT SALES (SALES TAXABLE)	0.00	0.00	0.00	1,996.78	1,996.78	0.00 %
Program: 40 - ** REVENUES ** Total:		6,691,552.50	6,691,552.50	718,010.44	6,968,073.56	276,521.06	104.13 %
Revenue Total:		6,691,552.50	6,691,552.50	718,010.44	6,968,073.56	276,521.06	104.13 %
Expense							
Program: 01 - ** PRODUCTION **							
01-01-5-01-01118-FI	PRODUCTION SALARY (incl STBY,CL	391,069.00	391,069.00	27,313.86	292,620.47	98,448.53	74.83 %
01-01-5-01-02205-RI	WATER TREATMENT EXPENSE	5,000.00	5,000.00	518.87	4,777.95	222.05	95.56 %
01-01-5-01-02210-RI	SMALL TOOLS - PRODUCTION	7,000.00	7,000.00	37.86	8,400.26	-1,400.26	120.00 %
01-01-5-01-03102-GM	WATER RECHARGE PURCHASE	906,000.00	906,000.00	325,130.00	877,790.00	28,210.00	96.89 %
01-01-5-01-03105-GM	WATER SUPPLY MONITORING	40,000.00	40,000.00	0.00	40,009.98	-9.98	100.02 %
01-01-5-01-03108-RI	RECHARGE MAINT/REPAIR	3,000.00	3,000.00	0.00	3,541.23	-541.23	118.04 %
01-01-5-01-03111-D/P	EQUIPMENT RENTAL	5,000.00	5,000.00	0.00	5,849.09	-849.09	116.98 %
01-01-5-01-03115-RI	PUMPING PLANT REPAIR & MAINT.	35,000.00	35,000.00	156,387.63	174,214.85	-139,214.85	497.76 %
01-01-5-01-03120-RI	TANK & RESERVOIR MAINTENANCE	58,000.00	58,000.00	0.00	2,312.18	55,687.82	3.99 %
01-01-5-01-03207-RI	GENERATOR (LARGE) REPAIR & MA	16,000.00	16,000.00	0.00	16,451.31	-451.31	102.82 %
01-01-5-01-04004-RI	LABORATORY SERVICES	13,000.00	13,000.00	25,289.00	37,445.00	-24,445.00	288.04 %
01-01-5-01-05105-RI	POWER FOR PUMPING (ELECTRIC)	350,000.00	350,000.00	45,924.21	324,673.00	25,327.00	92.76 %
01-01-5-01-06501-RI	TELEMETRY / SCADA EXPENSE	2,500.00	2,500.00	243.00	4,516.38	-2,016.38	180.66 %
01-01-5-01-06590-RI	PRODUCTION - OTHER	1,500.00	1,500.00	0.00	495.00	1,005.00	33.00 %
01-01-5-01-07002-AGM	RIGHT OF WAY	16,204.00	16,204.00	0.00	16,208.58	-4.58	100.03 %
01-01-5-01-98001-FI	EE BENEFITS ALLOCATED	210,378.61	210,378.61	55,150.39	211,875.38	-1,496.77	100.71 %
01-01-5-01-98002-FI	FIELD EXPENSES ALLOCATED	74,491.28	74,491.28	32,904.23	96,920.12	-22,428.84	130.11 %
Program: 01 - ** PRODUCTION ** Total:		2,134,142.89	2,134,142.89	668,899.05	2,118,100.78	16,042.11	99.25 %
Program: 02 - ** DISTRIBUTION **							
01-02-5-02-01130-FI	DISTRIBUTION SALARY (incl STBY,C	485,427.00	485,427.00	18,285.60	407,093.80	78,333.20	83.86 %
01-02-5-02-02211-IC	SMALL TOOLS - DISTRIBUTION	18,000.00	18,000.00	718.59	6,660.44	11,339.56	37.00 %
01-02-5-02-02920-FI	INVENTORY-OVER & SHORT	6,800.00	6,800.00	8,304.47	32,014.68	-25,214.68	470.80 %

My *Budget Report (Board Report)

For Fiscal: 2018-2019 Period Ending: 06/30/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
01-02-5-02-03106-JC	MAINLINE AND LEAK REPAIR	80,000.00	80,000.00	4,026.01	32,254.32	47,745.68	40.32 %
01-02-5-02-03206-JC	TRACTOR REPAIR / MAINT.	2,000.00	2,000.00	133.19	7,638.58	-5,638.58	381.93 %
01-02-5-02-04005-JC	UTILITY LOCATING (DIG ALERT)	15,000.00	15,000.00	1,432.50	8,587.69	6,412.31	57.25 %
01-02-5-02-98001-FI	EE BENEFITS ALLOCATED	306,195.76	306,195.76	80,268.70	308,374.26	-2,178.50	100.71 %
01-02-5-02-98002-FI	FIELD EXPENSES ALLOCATED	108,352.76	108,352.76	47,861.50	140,977.08	-32,624.32	130.11 %
Program: 02 - ** DISTRIBUTION ** Total:		1,021,775.52	1,021,775.52	161,030.56	943,600.85	78,174.67	92.35 %
Program: 03 - ** CUSTOMER SERVICE **							
01-03-5-03-01107-FI	FIELD SALARY - CUSTOMER SERVICE	84,329.00	84,329.00	9,242.80	91,713.00	-7,384.00	108.76 %
01-03-5-03-01114-FI	OFFICE SALARY - CUSTOMER SERV.	131,927.00	131,927.00	8,826.75	92,171.30	39,755.70	69.87 %
01-03-5-03-03100-FID	METER INSTALLATION EXPENSE (C	0.00	0.00	2,107.79	2,739.87	-2,739.87	0.00 %
01-03-5-03-03107-HR	METER SERVICE REPAIR (INTERNAL	383,315.00	383,315.00	3,532.08	26,625.63	356,689.37	6.95 %
01-03-5-03-05201-HR	METER READING EQUIPMENT & EX	8,000.00	8,000.00	6,996.64	7,040.44	959.56	88.01 %
01-03-5-03-07000-FID	MISC UTILITY ADJUSTMENTS	0.00	0.00	225.00	225.00	-225.00	0.00 %
01-03-5-03-07004-HR	LOW INCOME ASSITANCE (LIA)	6,650.00	6,650.00	-50.00	2,900.00	3,750.00	43.61 %
01-03-5-03-07010-AGM	BAD DEBT	25,000.00	25,000.00	22,940.39	22,940.39	2,059.61	91.76 %
01-03-5-03-07015-HR	CUSTOMER SERVICE - OTHER	46,800.00	46,800.00	8,273.07	54,201.69	-7,401.69	115.82 %
01-03-5-03-98001-FI	EE BENEFITS ALLOCATED	132,723.64	132,723.64	34,793.28	133,667.93	-944.29	100.71 %
01-03-5-03-98002-FI	FIELD EXPENSES ALLOCATED	16,224.04	16,224.04	7,166.47	21,109.02	-4,884.98	130.11 %
01-03-5-03-98003-FI	OFFICE EXPENSE ALLOCATED	47,597.94	47,597.94	9,902.96	46,169.03	1,428.91	97.00 %
Program: 03 - ** CUSTOMER SERVICE ** Total:		882,566.62	882,566.62	113,957.23	501,503.30	381,063.32	56.82 %
Program: 04 - ** ADMINISTRATION **							
01-04-5-04-01108-FI	ADMINISTRATION SALARY	360,556.30	360,556.30	34,392.14	338,719.84	21,836.46	93.94 %
01-04-5-04-01115-FI	SAFETY SALARY	8,640.00	8,640.00	558.46	5,639.98	3,000.02	65.28 %
01-04-5-04-01121-FI	DIRECTORS SALARY	32,642.24	32,642.24	5,903.42	38,024.97	-5,382.73	116.49 %
01-04-5-04-01210-FXA	DIRECTORS / C.A.C. EDUCATION	16,000.00	16,000.00	4,261.86	7,917.57	8,082.43	49.48 %
01-04-5-04-04007-GM	LEGISLATIVE ADVOCACY	7,000.00	7,000.00	5,000.00	5,000.00	2,000.00	71.43 %
01-04-5-04-07008-FXA	BUSINESS EXPENSE	13,000.00	13,000.00	2,872.75	8,482.87	4,517.13	65.25 %
01-04-5-04-07014-GM	PUBLIC INFORMATION	74,805.00	74,805.00	9,646.41	73,578.74	1,226.26	98.36 %
01-04-5-04-07016-FXA	MEMBERSHIP, DUES & SUBSCRIPT	37,792.00	37,792.00	622.00	40,071.21	-2,279.21	106.03 %
01-04-5-04-07020-GM	WATER CONSERVATION EXPENSE	16,000.00	16,000.00	1,061.73	15,971.47	28.53	99.82 %
01-04-5-04-07025-GM	LEGAL SERVICES - NON-PERSONNEL	85,000.00	85,000.00	61,590.38	132,665.90	-47,665.90	156.08 %
01-04-5-04-07218-GM	SAFETY EXPENSE (EQUIP & SUPPLIE	20,000.00	20,000.00	1,799.57	2,230.38	17,769.62	11.15 %
01-04-5-04-07219-GM	EMERGENCY PREPAREDNESS	14,000.00	14,000.00	455.58	2,686.38	11,313.62	19.19 %
01-04-5-04-07401-AGM	PROPERTY INSURANCE & RISK MG	72,800.00	72,800.00	12,586.25	65,450.09	7,349.91	89.90 %
01-04-5-04-98001-FI	EE BENEFITS ALLOCATED	236,690.49	236,690.49	62,048.01	238,374.46	-1,683.97	100.71 %
01-04-5-04-98003-FI	OFFICE EXPENSE ALLOCATED	129,952.81	129,952.81	26,972.55	125,749.89	4,202.92	96.77 %
Program: 04 - ** ADMINISTRATION ** Total:		1,124,878.84	1,124,878.84	229,771.11	1,100,563.75	24,315.09	97.84 %
Program: 05 - ** DEVELOPMENT & ENGINEERING **							
01-05-5-05-01109-FI	DEVELOPMENT SALARY	95,973.00	95,973.00	3,196.54	64,091.31	31,881.69	66.78 %
01-05-5-05-02305-FNG	MAPS/DRAFTING SUPPLIES	3,130.41	2,260.82	45.00	3,314.08	-1,053.26	146.59 %
01-05-5-05-04006-FID	PLAN CHECK / INSPECTION (CUSTO	0.00	0.00	-18,567.35	-15,895.16	15,895.16	0.00 %
01-05-5-05-04008-GM	ENGINEERING CONTRACT SERVICES	24,750.00	24,750.00	145,823.56	157,314.95	-132,564.95	635.62 %
01-05-5-05-04013-FNG	DEVELOPMENT - OTHER	2,869.59	3,739.18	1,300.00	2,439.40	1,299.78	65.24 %
01-05-5-05-98001-FI	EE BENEFITS ALLOCATED	69,854.55	69,854.55	18,312.25	70,351.53	-496.98	100.71 %
01-05-5-05-98003-FI	OFFICE EXPENSE ALLOCATED	38,220.21	38,220.21	7,955.29	37,088.71	1,131.50	97.04 %
Program: 05 - ** DEVELOPMENT & ENGINEERING ** Total:		234,797.76	234,797.76	158,065.29	318,704.82	-83,907.06	135.74 %
Program: 06 - ** FINANCE **							
01-06-5-06-01101-FI	FINANCE SALARY	241,817.90	241,817.90	25,073.89	264,725.50	-22,907.60	109.47 %
01-06-5-06-04009-AGM	ACCOUNTING/AUDIT SERVICES	24,975.00	24,975.00	7,722.00	19,517.00	5,458.00	78.15 %
01-06-5-06-07001-AGM	FINANCE - OTHER	21,600.00	21,600.00	2,167.84	21,237.15	362.85	98.32 %
01-06-5-06-98001-FI	EE BENEFITS ALLOCATED	180,574.00	180,574.00	47,337.17	181,858.73	-1,284.73	100.71 %
01-06-5-06-98003-FI	OFFICE EXPENSE ALLOCATED	99,091.89	99,091.89	20,574.02	95,919.06	3,172.83	96.80 %
Program: 06 - ** FINANCE ** Total:		568,058.79	568,058.79	102,874.92	583,257.44	-15,198.65	102.68 %
Program: 07 - ** HUMAN RESOURCES **							
01-07-5-07-01102-FI	PERSONNEL SALARY	39,466.00	39,466.00	8,632.67	66,053.32	-26,587.32	167.37 %
01-07-5-07-01105-HR	AWARDS SALARY/LEAVE	2,500.00	2,500.00	2,342.00	2,615.67	-115.67	104.63 %
01-07-5-07-01215-HR	EMPLOYEE TRAINING	22,500.00	22,500.00	2,212.40	11,617.81	10,882.19	51.63 %

My *Budget Report (Board Report)

For Fiscal: 2018-2019 Period Ending: 06/30/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
01-07-5-07-01217-HR	EMPLOYEE EDUCATION	12,000.00	12,000.00	1,147.00	3,390.65	8,609.35	28.26 %
01-07-5-07-01905-HR	EMPLOYMENT RECRUITING EXPEN	6,000.00	6,000.00	925.75	5,402.45	597.55	90.04 %
01-07-5-07-01910-HR	LABOR LEGAL FEES	30,000.00	30,000.00	4,109.00	58,401.57	-28,401.57	194.67 %
01-07-5-07-01915-HR	PERSONNEL - OTHER	14,720.00	14,720.00	5,331.69	6,007.14	8,712.86	40.81 %
01-07-5-07-01920-HR	AWARDS GIFTS	0.00	0.00	111.05	111.05	-111.05	0.00 %
01-07-5-07-98001-FI	EE BENEFITS ALLOCATED	27,825.38	27,825.38	7,294.38	28,023.37	-197.99	100.71 %
01-07-5-07-98003-FI	OFFICE EXPENSE ALLOCATED	15,355.24	15,355.24	3,175.26	14,803.50	551.74	96.41 %
Program: 07 - ** HUMAN RESOURCES ** Total:		170,366.62	170,366.62	35,281.20	196,426.53	-26,059.91	115.30 %
Program: 09 - ** BONDS, LOANS & STANDBY **							
01-09-5-09-08115-FI	CMM PRINCIPLE	111,000.00	111,000.00	-111,000.00	0.00	111,000.00	0.00 %
01-09-5-09-08120-FI	MORONGO BASIN PIPELINE	219,881.25	219,881.25	0.00	219,880.00	1.25	100.00 %
01-09-5-09-08125-FIO	CHROM 6 LOAN PRINCIPLE	18,800.00	18,800.00	0.00	0.00	18,800.00	0.00 %
01-09-5-09-08215-FI	INTEREST EXPENSE - CMM	133,152.50	133,152.50	-1,664.96	129,462.24	3,690.26	97.23 %
01-09-5-09-08220-FI	INTEREST EXPENSE-MUNICIPAL FIN	0.00	0.00	115,885.00	115,885.00	-115,885.00	0.00 %
01-09-5-09-08315-FI	ID #2 BONDS COLLECTION CHARGE	0.00	0.00	0.00	0.26	-0.26	0.00 %
01-09-5-09-08320-FI	GENERAL TAX COLLECTION CHARG	910.00	910.00	1.50	1,210.00	-300.00	132.97 %
01-09-5-09-08325-FI	ADMINISTRATION - CMM	10,000.00	10,000.00	0.00	10,335.64	-335.64	103.36 %
01-09-5-09-08330-AGM	STANDBY ADMINISTRATION	45,000.00	45,000.00	16,250.62	47,750.62	-2,750.62	106.11 %
01-09-5-09-08340-FI	(CIRP) MUNICIPAL FINANCE LOAN F	0.00	0.00	0.00	10,000.00	-10,000.00	0.00 %
01-09-5-09-09210-FID	ALLOWANCES AND ADJUSTMENTS	0.00	0.00	19,211.27	19,211.27	-19,211.27	0.00 %
Program: 09 - ** BONDS, LOANS & STANDBY ** Total:		538,743.75	538,743.75	38,683.43	553,735.03	-14,991.28	102.78 %
Program: 12 - ** CAPITAL IMPROVEMENT REPLACEMENT PROGRAM (CIRP)							
01-12-5-12-02213-DWR	CIRP SALARY (incl STBY,CLBK)	0.00	0.00	11,537.85	27,212.86	-27,212.86	0.00 %
01-12-5-12-02213-DWR	CIRP: SMALL TOOLS/MISC. EXP.	30,000.00	30,000.00	18,060.55	40,143.70	-10,143.70	133.81 %
Program: 12 - ** CAPITAL IMPROVEMENT REPLACEMENT PROGR		30,000.00	30,000.00	29,598.40	67,356.56	-37,356.56	224.52 %
Program: 20 - ** HDMC TREATMENT PLANT (Reimbursable) **							
01-20-5-20-03101-DWR	HDMC: OTHER	40,000.00	40,000.00	6,812.08	39,740.38	259.62	99.35 %
01-20-5-20-04100-DWR	HDMC: CONTRACTED OPERATION	85,000.00	85,000.00	14,261.18	76,734.29	8,265.71	90.28 %
01-20-5-20-06100-DWR	HDMC: PUMPING POWER	7,500.00	7,500.00	1,830.36	10,889.30	-3,389.30	145.19 %
Program: 20 - ** HDMC TREATMENT PLANT (Reimbursable) ** To		132,500.00	132,500.00	22,903.62	127,363.97	5,136.03	96.12 %
Program: 42 - ** RESERVE & OTHER FUNDING-OP **							
01-42-5-99-00010-FI	%BUILDING RES (OP Funded)	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00 %
01-42-5-99-00100-AGM	%EQUIP&TECH RES (OP Funded)	170,000.00	170,000.00	0.00	0.00	170,000.00	0.00 %
01-42-5-99-00110-FI	=EQUIP&TECH RES (OP Used)	-15,988.31	-15,988.31	0.00	0.00	-15,988.31	0.00 %
01-42-5-99-00150-FI	%METER REPL RES (OP Funded)	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
01-42-5-99-00152-FI	=METER REPL RES (OP Used)	-250,000.00	-250,000.00	0.00	0.00	-250,000.00	0.00 %
01-42-5-99-00250-FI	%STUDIES/REPORTS RES (OP Funde	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Program: 42 - ** RESERVE & OTHER FUNDING-OP ** Total:		234,011.69	234,011.69	0.00	0.00	234,011.69	0.00 %
Program: 51 - ** BENEFITS ALLOCATED TO DEPTS **							
01-51-5-51-01211-FI	COMPENSATED LEAVE	250,681.00	250,681.00	39,228.22	337,905.80	-87,224.80	134.80 %
01-51-5-51-01216-FI	CAFETERIA PLAN EXPENSE	562,650.00	562,650.00	38,370.88	434,689.12	127,960.88	77.26 %
01-51-5-51-01220-FI	GROUP INSURANCE EXPENSE	15,608.63	15,608.63	1,085.60	12,604.45	3,004.18	80.75 %
01-51-5-51-01225-FI	WORKERS COMPENSATION INSUR	50,759.00	50,759.00	11,187.62	40,897.78	9,861.22	80.57 %
01-51-5-51-01230-FI	RETIREMENT: PERS Classic 2%@55	208,173.34	208,173.34	7,578.83	150,439.15	57,734.19	72.27 %
01-51-5-51-01231-FI	RETIREMENT: PERS Tier 2 2%@62	23,376.46	23,376.46	185.95	23,977.44	-600.98	102.57 %
01-51-5-51-01232-FI	RETIREMENT: PERS - TEMP	5,645.00	5,645.00	0.00	0.00	5,645.00	0.00 %
01-51-5-51-01233-FI	RETIREMENT - 457 CONTRIBUTION	10,000.00	10,000.00	537.04	5,332.90	4,667.10	53.33 %
01-51-5-51-01305-FI	PAYROLL TAXES	174,298.00	174,298.00	13,186.37	166,679.02	7,618.98	95.63 %
01-51-5-51-98000-FI	ALLOCATED EXPENSES - BENEFITS	-1,164,242.43	-1,164,242.43	-305,204.18	-1,172,525.66	8,283.23	100.71 %
01-51-5-51-98050-FI	WIP CLEARING (BENE IN WIP)	-136,949.00	-136,949.00	0.00	0.00	-136,949.00	0.00 %
Program: 51 - ** BENEFITS ALLOCATED TO DEPTS ** Total:		0.00	0.00	-193,843.67	0.00	0.00	0.00 %
Program: 52 - ** FIELD ALLOCATED TO DEPTS **							
01-52-5-52-01240-D/P	UNIFORMS (FIELD)	13,600.00	13,600.00	-822.91	8,567.43	5,032.57	63.00 %
01-52-5-52-02206-D/P	SHOP EXPENSE - COMBINED	20,568.08	20,568.08	6,521.51	62,513.61	-41,945.53	303.94 %
01-52-5-52-02209-FXA	SHOP OFFICE SUPPLIES	0.00	0.00	285.99	285.99	-285.99	0.00 %
01-52-5-52-02212-D/P	SMALL TOOLS - COMBINED & REPA	3,500.00	3,500.00	384.31	4,427.33	-927.33	126.50 %

My *Budget Report (Board Report)

For Fiscal: 2018-2019 Period Ending: 06/30/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
01-52-5-52-03205-D/P	TOOL / EQUIP REPAIR	1,650.00	1,650.00	1,050.82	1,177.54	472.46	71.37 %
01-52-5-52-03905-D/P	BUILDING REPAIR/MAINT-SHOP/SI	10,000.00	10,000.00	3,014.38	28,593.68	-18,593.68	285.94 %
01-52-5-52-04015-EXA	OPS: SOFTWARE,SUPPORT & COM	42,000.00	42,000.00	12,461.17	61,212.85	-19,212.85	145.74 %
01-52-5-52-05005-D/P	FUEL-VEHICLES	25,000.00	25,000.00	4,548.95	34,015.03	-9,015.03	136.06 %
01-52-5-52-05010-D/P	AUTO EXPENSE - FIELD	20,000.00	20,000.00	488.69	12,062.83	7,937.17	60.31 %
01-52-5-52-05015-FI	EQUIPMENT CLEARING (FUEL)	0.00	0.00	-16.43	-3,627.64	3,627.64	0.00 %
01-52-5-52-06305-EXA	COMMUNICATIONS-MOBILE	24,000.00	24,000.00	5,366.68	26,039.00	-2,039.00	108.50 %
01-52-5-52-07009-D/P	REGULATORY-PERMITS, FEES, CERT	38,750.00	38,750.00	2,687.00	23,738.57	15,011.43	61.26 %
01-52-5-52-98000-FI	ALLOCATED EXPENSES - FIELD	-199,068.08	-199,068.08	-87,932.20	-259,006.22	59,938.14	130.11 %
Program: 52 - ** FIELD ALLOCATED TO DEPTS ** Total:		0.00	0.00	-51,962.04	0.00	0.00	0.00 %
Program: 53 - ** OFFICE ALLOCATED TO DEPTS **							
01-53-5-53-01405-HR	TEMPORARY LABOR FEES	42,509.86	42,509.86	0.00	40,351.44	2,158.42	94.92 %
01-53-5-53-02105-EXA	OFFICE SUPPLIES	35,233.01	35,233.01	8,057.12	32,288.31	2,944.70	91.64 %
01-53-5-53-02107-EXA	OFFICE EQUIP & MAINT.	23,604.52	23,604.52	1,959.31	20,582.09	3,022.43	87.20 %
01-53-5-53-02110-EXA	POSTAGE	35,152.00	35,152.00	4,205.47	28,275.81	6,876.19	80.44 %
01-53-5-53-03906-EXA	BUILDING REPAIR/MAINT - OFFICE	20,000.00	20,000.00	1,167.76	23,309.31	-3,309.31	116.55 %
01-53-5-53-04015-EXA	ADMIN: COMPUTER SOFTWARE &	100,190.40	100,190.40	16,292.09	103,031.15	-2,840.75	102.84 %
01-53-5-53-05010-AGM	AUTO EXPENSE - OFFICE	5,943.00	5,943.00	709.79	4,839.85	1,103.15	81.44 %
01-53-5-53-06205-EXA	TELEPHONE AND UTILITIES	67,585.00	67,585.00	8,003.58	67,052.23	532.77	99.21 %
01-53-5-53-98000-FI	ALLOCATED EXPENSES - OFFICE	-330,217.79	-330,217.79	-68,580.08	-319,730.19	-10,487.60	96.82 %
Program: 53 - ** OFFICE ALLOCATED TO DEPTS ** Total:		0.00	0.00	-28,184.96	0.00	0.00	0.00 %
Expense Total:		7,071,842.48	7,071,842.48	1,287,074.14	6,510,613.03	561,229.45	92.06 %
Fund: 01 - GENERAL FUND Surplus (Deficit):		-380,289.98	-380,289.98	-569,063.70	457,460.53	837,750.51	-120.29 %
Report Surplus (Deficit):		-380,289.98	-380,289.98	-569,063.70	457,460.53	837,750.51	-120.29 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
01 - GENERAL FUND	-380,289.98	-380,289.98	-569,063.70	457,460.53	837,750.51
Report Surplus (Deficit):	-380,289.98	-380,289.98	-569,063.70	457,460.53	837,750.51



Water Sales Consumption Statistics as of 6/30/19

Consumption - 12 months ending:	CURRENT 6/30/2019	PRIOR 1 6/30/2018	PRIOR 2 6/30/2017
CCF	526,382	520,418	527,664
Gallons	393,733,736	389,272,664	394,692,672
Acre Feet	1,208	1,195	1,211
Change/PY	1.15% increase	-1.37% decrease	
Change 2017 - 2019			-0.24% decrease

Change does not correlate to state conservation mandate.

CONSUMPTION RANKING - TOP TEN - Quarter Ending 6/30/19

<u>Account Name</u>	<u>Consumption (CCF)</u>
Quail Springs Village Apartments	2,507
Hi-Desert Medical Center (hospital)	2,339
JT Parks & Recreation	2,024
Morongo Unified School District	1,344
Lazy H Mobilehome Park	1,043
Joshua Tree Memorial Park	806
Yucca Trails Apartments	755
Hi-Desert Medical Center (CC)	727
Pyle - Mobilehome Park	628
Residential customer - not a leak	625
	<hr/> 12,798

Breakdown of Top Ten Users by type:

Housing (multi-unit)	4,933
Hospital/Medical	3,066
Public agency	3,368
Commercial	806
Residential customer	625
	<hr/> 12,798

JOSHUA BASIN WATER DISTRICT
MEETING AGENDA REPORT

Meeting of the Board of Directors

September 18, 2019

Report to: President and Members of the Board

Prepared by: Susan Greer 

TOPIC:
ANNUAL RE-APPROVAL OF INVESTMENT POLICY

RECOMMENDATION:
Approve the Investment Policy

ANALYSIS:

This is a routine matter; the District's annual re-approval of the investment policy. Although no longer required by the Government Code, the District continues to have the Board review and re-approve the investment policy and staff prepares a quarterly investment report, which details the District's investments and earnings. These requirements were originally enacted in response to the Orange County bankruptcy matter many years ago in which the County Board of Supervisors was unaware of the questionable investments made by the County Treasurer. The Government Code declares that each person, treasurer, or governing body authorized to make investment decisions act with care, skill, prudence and diligence when handling funds. Further, the primary objective of any person investing public funds is to safeguard principal; secondly to meet liquidity needs; and lastly, to achieve a return or yield on invested funds.

No changes from the last investment policy have been proposed. At this time, all investments are maintained at LAIF (the State of California Local Agency Investment Fund) and US Bank for the CIRP loan proceeds.

The attached investment policy is contained within the District's Administration Code, and the document will be changed to reflect the date of this meeting, wherein the investment policy is re-approved.

This item was reviewed by the Finance Committee on 9/11/19 and they recommend approval.

FISCAL IMPACT:
None

ARTICLE 8

INVESTMENT POLICY

(Investment Policy adopted on 07/19/2017 with no changes)

8.01 The Board of Directors of the JBWD hereby adopt an Investment Policy as follows. Any surplus funds or funds held for any length of time for special projects shall only be invested in the following with reputable institutions.

8.01.01 Direct and general obligations (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America) of the United States of America, or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, including (in the case of direct and general obligations of the United States of America) evidences of ownership of proportionate interests of such obligations. Investments in such proportionate interests must be limited to circumstances wherein;

- (a) a bank or trust company acts as custodian and holds the underlying United States obligations;
- (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations and is a corporation rated A or better by S&P Global, Inc. or the equivalent rating by another recognized rating agency; and
- (c) the underlying United States obligations are held in a special account, segregated from the custodian's general assets and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated (the obligations described in this paragraph are referred to herein as "United States Obligations").

8.01.02 Obligations issued or guaranteed by the following instrumentalities or agencies of the United States of America:

- (a) Federal Home Loan Bank system;
- (b) Export-Import Bank of the United States;
- (c) Federal Financing Bank;
- (d) Government National Mortgage Association;
- (e) Farmers Home Administration;
- (f) Federal Home Loan Mortgage Company;
- (g) Federal Housing Administration;
- (h) Private Export Funding Corp;
- (i) Federal National Mortgage Association;
- (j) Federal Farm Credit Bank;
- (k) Maritime Administration; and
- (l) Public Housing Corporation.

8.01.03 Pre-refunded municipal obligations meeting the following conditions:

- (a)** the bonds are
 - (i) not to be redeemed prior to maturity or the applicable trustee has been given irrevocable instructions concerning their calling and redemption, and
 - (ii) the applicable issuer has covenanted not to redeem such bonds other than as set forth in such instructions;
- (b)** the bonds are secured by cash or United States Obligations that may be applied only to interest, principal, and premium payments of such bonds;
- (c)** the principal of and interest on the United States Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the bonds;
- (d)** The United States Obligations serving as security for the bonds are held by an escrow agent or trustee that has a combined capital and surplus of not less than \$50,000,000 and is either subject to supervision or examination by federal or state authority or that is rated A or better by S&P or the equivalent rating by another recognized rating agency;
- (e)** the United States Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and
- (f)** the municipal obligations are rated AAA by S&P or the equivalent rating by another recognized agency.

8.01.04 Direct and general long-term obligations of any state, to the payment of which the full faith and credit of the state is pledged and that are rated in any of the three highest rating categories by S&P or the equivalent rating by another recognized rating agency.

8.01.05 Direct and general short-term obligations of any state, to the payment of which the full faith and credit of the state is pledged and that are rated in any of the three highest rating categories by S&P or the equivalent rating by another recognized rating agency.

8.01.06 Interest-bearing demand or time deposits or interests in money market portfolios issued by state banks or trust companies or national banking associations that are members of the Federal Deposit Insurance Corporation (FDIC). These deposits or interests must be continuously and fully insured by FDIC and with banks that are rated at least A or better by S&P or the equivalent rating by another recognized rating agency.

8.01.07 Long-term and medium-term corporate debt guaranteed by any corporation that is rated by S&P or the equivalent rating by another recognized rating agency in its three highest rating categories.

8.01.08 Repurchase agreements, the maturities of which are 30 days or less, entered into with financial institutions such as banks or trust companies organized under state law or national banking associations, insurance companies or government bond dealers reporting to, trading with, and recognized as primary dealers by the Federal Reserve Bank of New York and members of the Security Investors Protection Corporation or with dealers or parent holding companies. The financial institutions, dealers, or parent holding companies must be rated at least A or better by S&P or the equivalent rating by another recognized rating agency. If it is a parent holding company that has the required S&P rating or the equivalent rating by another recognized rating agency, then the counterparty must have combined capital and surplus not less than \$50,000,000. If the counterparty is a parent holding company, then the agreement must be unconditionally guaranteed by a financial institution subsidiary with a combined capital and surplus not less than \$50,000,000. The repurchase agreement must be secured by United States Obligations. The United States Obligations must have a fair market value, exclusive of accrued interest, at least equal to the amount invested in the repurchase agreements. The Trustee (who shall not be the provider of the collateral) must have a perfected first lien in, and retain possession of, the collateral. The obligations serving as collateral must be free from all third party liens.

8.01.09 Prime commercial paper of a United States corporation, finance company or banking institution rated in any of the two highest rating categories of S&P or the equivalent rating by another recognized rating agency.

8.01.10 Public housing bonds issued by public agencies. Such bonds must be fully secured by a pledge of annual contributions under a contract with the United States government; temporary notes, preliminary loan notes or project notes secured by a requisition or payment agreement with the United States; or state or public agency or municipality obligations; provided that all of the above investments are rated in the three highest rating categories by S&P or the equivalent rating by another recognized rating agency.

8.01.11 Shares of a diversified open-end management investment company (as defined in the Investment Company Act of 1940) or shares in a regulated investment company (as defined in Section 851(a) of the Internal Revenue Code of 1986, as amended) that is (A) a money market fund that has been rated in the highest rating category by S&P or the equivalent rating by another recognized rating agency, or (B) a

money market account of the Trustee or any state or federal bank that is rated A or better by S&P or the equivalent rating by another recognized rating agency or that has a combined capital and surplus of not less than \$50,000,000.

8.01.12 Units of a money market portfolio rated Am or Am-g by S&P or the equivalent rating by another recognized rating agency composed solely of obligations rated Am-g or better by S&P or the equivalent rating by another recognized rating agency having a federal income tax exclusion.

8.01.13 Tax-exempt obligations rated in any of the three highest rating categories by S&P or the equivalent rating by another recognized rating agency.

8.01.14 Units of a taxable government money market portfolio rated at least Am or Am-g by S&P or the equivalent rating by another recognized rating agency composed solely of obligations issued or guaranteed as to payment of principal and interest by the full faith and credit of the United States Government or repurchase agreements collateralized by such obligations.

8.01.15 Certificates of deposit issued by commercial banks, savings and loan associations and mutual savings banks rated A or better by S&P or the equivalent rating by another recognized rating agency and properly secured at all times by collateral security described in paragraphs (1) and (2) above.

8.01.16 The following investments fully insured by the Federal Deposit Insurance Corporation: (a) certificate of deposit, (b) savings accounts, (c) deposit accounts, (d) depository receipts of banks.

8.01.17 Local Agency Investment Fund

(Investment Policy Approved August 3, 2016)
(Investment Policy Re-Approved 07/19/2017 w-no changes)
(Investment Policy Re-Approved 08/01/2018 w-no changes)

**JOSHUA BASIN WATER DISTRICT
STAFF REPORT**

Meeting: Board of Directors

September 18, 2019

Report to: President and Members of the Board

Prepared by: Beverly Waszak

TOPIC: CAL OES Form 130

RECOMMENDATION: Board of Directors to re-approve CAL OES Form 130

ANALYSIS: On March 20, 2019 the Board of Directors approved Resolution No. 19-995 designating its authorized representatives for the purpose of applying and obtaining Federal financial assistance and/or State assistance. Unfortunately, the form was not completed correctly and stated JBWD employee names instead of titles. By using titles, instead of employee names, we will not be required to do this again, unless titles change.

Per CAL OES recommendation, I am resubmitting CAL OES Form 130 for re-approval with designated employee titles only.

FISCAL IMPACT: None

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE Board of Directors OF THE Joshua Basin Water District
(Governing Body) (Name of Applicant)

THAT General Manager, OR
(Title of Authorized Agent)
Assistant General Manager, Operations, OR
(Title of Authorized Agent)
Assistant General Manager/Controller
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the Joshua Basin Water District, a public entity
(Name of Applicant)
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the Joshua Basin Water District, a public entity established under the laws of the State of California,
(Name of Applicant)
hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
- This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 18th day of September, 2019

Robert Johnson, President, Board of Directors
(Name and Title of Governing Body Representative)
Rebecca Unger, Vice President, Board of Directors
(Name and Title of Governing Body Representative)
Mike Reynolds, Director, Board of Directors
(Name and Title of Governing Body Representative)

CERTIFICATION

I, Mark Ban, duly appointed and Secretary to the Board of
(Name) (Title)
Joshua Basin Water District, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the Board of Directors of the Joshua Basin Water District
(Governing Body) (Name of Applicant)
on the 18th day of September, 2019.



(Signature)

Secretary to the Board

(Title)

RESOLUTION NO. 19-995

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
JOSHUA BASIN WATER DISTRICT DESIGNATING ITS AUTHORIZED
REPRESENTATIVES FOR THE PURPOSE OF APPLYING AND OBTAINING FEDERAL
FINANCIAL ASSISTANCE AND/OR STATE FINANCIAL ASSISTANCE
UNDER THE CALIFORNIA DISASTER ACT.

WHEREAS, the Joshua Basin Water District, ("District") is a duly organized Public Agency under the constitution and laws of the State of California; and

WHEREAS, a designation of applicant's agents is required of all applicants to be eligible to receive funding under certain Federal and/or State financial assistance programs;

NOW, THEREFORE, BE IT RESOLVED; CAL OES Form 130 in the completed form and content attached hereto marked Exhibit A is hereby incorporated in full herein by this reference and adopted;

PASSED, APPROVED AND ADOPTED at the Regular Meeting of the Board of Directors of the Joshua Basin Water District on the 20th day of March 2019, by the following vote:



Robert Johnson, President

Joshua Basin Water District and of the
Board of Directors thereof;

ATTEST:



Curt Sauer, GM and Board Secretary

Joshua Basin Water District and of
the Board of Directors thereof;



PO Box 675 61750 Chollita Road Joshua Tree CA 92252
Phone 760.366.8438 Fax 760.366.9528 email www.jbwd.com

CITIZEN'S ADVISORY COMMITTEE Application for Membership

Name: Dave Kristal

Residence Address: 7167 Sunny Vista, Joshua Tree, 92252

Mailing Address (if different): _____

Phone (home): 0 Phone (cell): [REDACTED]

Email address: [REDACTED]

How did you hear about the Citizen's Advisory Committee (CAC)? A couple at the farmers market told me about it

Please check all that apply:

- I am a registered voter in the Joshua Basin Water District (Required)
- I own a home in Joshua Tree
- I own a business in Joshua Tree
- I own property in Joshua Tree
- I am a customer of JBWD
- I live in Joshua Tree part-time
- I live in Joshua Tree full-time
- Other interest in JBWD and/or community of Joshua Tree (describe below):
Retired Fireman

How do you think you could contribute as a member of the CAC? I need to know what are the concerns of the people of JT.

HAVE YOU EVER BEEN CONVICTED OF A CRIME (INCLUDING A PLEA OF GUILTY OR NO CONTEST) WHICH RESULTED IN A CRIMINAL CONVICTION (THAT HAS NOT BEEN JUDICIALLY ORDERED SEALED OR EXPUNGED)? (EXCLUDE MISDEMEANOR CONVICTIONS FOR MARIJUANA-RELATED OFFENSES MORE THAN TWO YEARS OLD; NOTWITHSTANDING ANY OF THE PRECEDING, YOU SHOULD NOT DISCLOSE CONVICTIONS THAT ARE OVER TWO YEARS OLD AS OF THE DATE THAT YOU COMPLETE THIS APPLICATION FOR VIOLATION OF HEALTH AND SAFETY CODE SECTIONS 11357, 11360, 11364, 11365 OR 11550, AS THOSE STATUTES RELATED TO MARIJUANA PRIOR TO JANUARY 1, 1976 OR A STATUTORY PREDECESSOR TO THOSE STATUTES.)
YES NO

IF YES, BRIEFLY DESCRIBE THE NATURE OF THE CRIME(S), THE DATE AND THE PLACE OF CONVICTION(S), THE CASE NUMBER, AND THE LEGAL DISPOSITION OF THE CASE(S):

THE BOARD WILL NOT DENY APPOINTMENT TO ANY APPLICANT SOLELY BECAUSE THE PERSON HAS BEEN CONVICTED OF A CRIME. THE BOARD, HOWEVER, MAY CONSIDER THE NATURE, DATE AND CIRCUMSTANCES OF THE OFFENSE AS WELL AS WHETHER THE OFFENSE IS RELEVANT TO THE DUTIES OF THE POSITION.

Please attach your resume, letter of interest, or biography to this application. Return completed application and any attachments to Executive Secretary Marie Salsbery at the District Office

JOSHUA BASIN WATER DISTRICT
MEETING AGENDA REPORT

Meeting of the Board of Directors

September 18, 2019

Report to: President and Board of Directors

Prepared by: Mark Ban, General Manager

TOPIC: JOSHUA BASIN WATER DISTRICT (THE “DISTRICT”) ATTORNEY REPRESENTATION

RECOMMENDATION: Board to consider approving a change in attorney representation from Red Wine and Sherrill to Atkinson, Andelson, Loya, Ruud and Romo (AALRR).

ANALYSIS:

In an effort to improve the District’s efficiency in its use of professional services, staff has been working to identify potential changes in a number of contracted fields that would allow for more streamlined processes for staff use of these services. One such change would be moving general attorney representation from the current law firm of Red Wine and Sherrill to AALRR.

Staff currently utilizes a number of different law firms for services ranging from day to day legal advice to larger projects such as union negotiations. The recommended change would not only bring many of these services under the guidance of a single law firm, but it would also ensure that legal advice and services are delivered in a consistent manner from the same source. In addition, these changes will also reduce efforts in billing and apply a standard procedure for District staff to follow in which, unless otherwise determined by the Board of Directors or through the necessity of a special project, staff would direct its questions and projects to AALRR attorneys.

The District recently made a change whereby AALRR was selected to work with the District on labor related tasks such as our current 2019 union negotiations with AFSCME Local 1902, the union that currently represents our staff within the District’s bargaining unit. Prior to the change, the District’s Director of Administration and the Interim General Manager met with AALRR attorneys and were very impressed with their legal knowledge, demeanor and representation of their firm. The law firm is equipped with an impressive bench depth and offers experienced attorneys handling a wide array of legal specialties.

Should the Board of Directors approve this change, staff will work with both law firms to ensure a smooth transition.

ATTACHMENT: AALRR ATTORNEY REPRESENTATION AGREEMENT

ATTORNEY REPRESENTATION AGREEMENT

I. PARTIES

This Attorney Representation Agreement (“Agreement”) is entered into by and between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a professional corporation, hereinafter referred to as “Attorney” or “the Law Firm” and Joshua Basin Water District, hereinafter referred to as “Client.”

II. PURPOSE

Client desires to retain and engage the Law Firm to provide General Counsel Legal Services and consultation as requested by Client. The Law Firm accepts this engagement on the terms and conditions contained in this Agreement. For purposes of this Agreement, “General Counsel Legal Services” shall generally include:

1. Advising the Board of Directors, General Manager and Client staff on, and provide legal services related to, matters of law and equity of importance to public water agencies;
2. Attending Board meetings and committee meetings, when requested by Client, as well as review draft agendas for information regarding these meetings when requested. Attendance, at Client’s request, may be either physically, telephonically, or electronically;
3. Advising on matters of law including, but not limited to, the Brown Act, Government Code, Water Code, conflict of interest issues, the Political Reform Act, and parliamentary procedures;
4. Attending and participating in other meetings as requested by the Client. At the Client’s discretion, video or telephonic participation may be acceptable;
5. Advising Client on the commencement or defense of litigation to protect Client’s interests;
6. Providing consultation on and prepare required legal notices, as requested;
7. Preparing and/or reviewing ordinances, resolutions, contracts, real estate agreements, joint powers agreements, water transfer / exchange agreements, and other agreements proposed to be entered into by the Client;
8. Researching and interpreting laws, court decisions and other authorities in order to provide legal opinions to advise Client on legal matters pertaining to the Client and its activities;
9. Researching and submitting legal opinions on various matters, as requested by Client;

10. Reviewing and analyzing proposed or enacted State and federal legislation and/or regulations and judicial decisions, which could affect Client, and suggesting actions to affect the outcome of those proposals or, once implemented, changes needed in Client's policies, procedures and operations to ensure compliance;
11. Providing legal assistance and consultation on matters of environmental compliance, including California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), the California Porter Cologne Act and both Federal and State Endangered Species Acts as they pertain to actions being contemplated by the District;
12. Providing advice on public contracting, prevailing wage laws and other laws governing public agency procurement;
13. Providing advice on ratemaking and defense of District rates and charges, to include advising the Board on Proposition 218, Proposition 26 and other related laws;
14. In consultation with the General Manager or his designee, coordinating and prioritizing the Client's legal needs. Provide oversight of the Client's legal resources including coordination and oversight of special counsel, as assigned; and
15. Recommending for approval special counsel or services on matters, as appropriate.

"General Counsel Legal Services" shall exclude those matters covered by other agreements between the Law Firm and Client, including, but not limited to, those relating to labor and employment matters. Additionally, rates for specialty legal services, such as litigation-related services, water rights and water rights enforcement, bond counsel work, specialty construction services, and those not specified above or requiring the need for the assistance of special counsel, shall be at rates separately negotiated between the Law Firm and Client.

III. TERMS AND CONDITIONS

A. Fees for Services

1. Hourly Rate Services

Client agrees to pay the Law Firm at the following standard hourly rates¹:

\$255 – Partners

\$235 – Senior Associate

\$225 –Associate

¹ See attached Proposal for specific rates applicable to Client.

\$135– Paralegal

The Law Firm shall have the discretion, on or after each July 1 after execution of this Agreement, to increase the aforementioned rates in an amount not to exceed 3.5% per year (rounded to the nearest whole dollar), unless the Agreement is canceled or this provision is modified in writing; except that no rate increase shall take effect until 30 days following notice from Law Firm to Client.

2. Costs and Expenses

In addition to the fees described above, Client agrees to pay a five percent (5%) “administrative fee” calculated and based on the total monthly billed fees to cover certain operating expenses of the Law Firm incurred in providing services to Client. This administrative fee is in lieu of the Law Firm charging Client for telephone charges (\$.07 per minute), incoming and outgoing faxes (\$2.00 per page), photocopies (\$.20 per page), mailing fees, messenger services, computer database (e.g. Westlaw) searches (billed at vendor’s standard retail rate), word processing (\$40.00 per hour), and travel expenses including mileage at IRS rate, parking, meals, and lodging (excluding airfare).

Costs relating to fees charged by third parties retained to perform services ancillary to the Law Firm’s representation of Client are not included in the administrative fee and are charged separately. These include, but are not limited to, deposition and court reporter fees, transcript costs, witness fees (including expert witnesses), process server fees, and other similar third party fees. The Law Firm shall not be obligated to advance costs on behalf of Client; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of Client with Client’s prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of Client in the event a particular cost item totals \$2,000.00 or less.

B. Billing Practices

1. A detailed description of the work performed and the costs and expenses advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to Client on or about the 15th of the following month, unless other arrangements are made. Payment of the full amount due, as reflected on the monthly statement, will be due to the Law Firm from Client within 45 days following delivery of the statement, unless other arrangements are made. In the event that there are funds of Client in the Law Firm’s Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm’s Trust Account to the Law Firm’s General Account to the extent of the balance due on the monthly statement and a credit will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

2. Hourly rate services shall be charged to Client at a minimum increment of one-tenth hour, including reasonable travel time billed to and from the Law Firm’s Riverside office. When time spent by Attorney on a particular service exceeds one-tenth hour, the charge will be rounded up to the next one-tenth hour increment.

3. The Law Firm may charge the full hourly rate to more than one client for the same time period. Examples include, but are not limited to: (a) The Law Firm charges Client for telephone advice rendered while Attorney is traveling in connection with a matter for another client; and (b) The Law Firm charges Client for written e-mail advice provided while Attorney is performing labor negotiation services for another client, rendered during a break in those negotiations.

4. Client agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement.

C. Termination of Representation

Client has the right, at any time, and either with or without good cause, to discharge the Law Firm as its attorneys. In the event of such a discharge of the Law Firm by Client, Law Firm shall deliver a statement to Client detailing any and all unpaid attorneys' fees and costs owing to the Law Firm by Client. Client shall pay such fees and costs in accordance with the terms in Section III.B.1 of this Agreement.

The Law Firm reserves the right to discontinue the performance of legal services on behalf of Client on a particular matter upon the occurrence of any one or more of the following events:

1. Upon order of a court of law requiring the Law Firm to discontinue the performance of legal services;
2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue the performance of legal services;
3. Upon a failure of Client to perform any of Client's obligations with respect to the payment of the Law Firm's fees, costs or expenses as reflected on the monthly bill; or,
4. Upon failure to cooperate with the Law Firm as described in paragraph III.E of this Agreement.

Should Law Firm determine that it will cease performing legal services on behalf of Client, Law Firm shall notify Client in writing of such determination.

In the event that the Law Firm ceases to perform legal services for Client, Law Firm shall deliver a statement to Client detailing any and all unpaid fees and costs advanced, and Client shall pay such unpaid fees and costs advanced in accordance with the terms in Section III.B.1 of this Agreement. Further, Client agrees that, with respect to any litigation where the Law Firm has made an appearance in a court of law on its behalf, Client will promptly execute an appropriate Substitution of Attorney form. Any termination of the Law Firm's representation on such a matter may be subject to approval by the applicable court of law.

D. Possible Third Party Conflicts

The Law Firm has a number of attorneys. The Law Firm may currently or in the future represent one or more other clients in matters involving Client. The Law Firm undertakes this engagement on the condition that the Law Firm may represent another client in a matter in which the Law Firm does not represent Client, even if the interests of the other client are adverse to those of Client (including appearance on behalf of another client adverse to Client in litigation or arbitration), provided the other matter is not substantially related to the Law Firm's representation of Client and in the course of representing Client attorneys of the Law Firm have not obtained confidential information of Client material to the representation of the other client ("Permitted Adverse Representation"). Law Firm will immediately notify Client in writing when it intends to engage in such Permitted Adverse Representation. Client's consent to this arrangement is required because of its possible adverse effects on performance of the Law Firm's duties as attorneys to remain loyal and available to those other clients and to render legal services with vigor and competence. Also, if an attorney does not continue an engagement or must withdraw therefrom, the Client may incur delay, prejudice or additional cost such as acquainting new counsel for the matter. Client agrees not to seek to disqualify the Law Firm from representing such other client in any Permitted Adverse Representation.

E. Client Cooperation

Client understands and agrees that, in order for the Law Firm to represent Client effectively, it is necessary for Client to assist and cooperate with the Law Firm during this engagement. Client agrees to (1) make its employees and officials available to discuss issues as they arise; (2) attend and participate in meetings, preparation sessions and court proceedings, review drafts of documents, and perform other activities in connection with the representation; and (3) provide complete and accurate information and documents to the Law Firm on a timely basis. Noncooperation will be grounds for the Law Firm's withdrawal from representing Client on a particular matter. It is essential that Client and the Law Firm maintain open communications.

F. Arbitration: Waiver of Jury Trial

The parties agree that all disputes which arise between Client and the Law Firm, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. The parties agree to select an arbitration service that is mutually acceptable to both parties. Each side shall bear its own costs and attorneys' fees. The parties agree to waive their right to a jury trial and to an appeal.

G. Protection of Client Confidences - High Tech Communication Devices

The Law Firm is aware of its important obligation to preserve the secrets and confidences of its clients which it holds in precious trust for them. To that end, it is important that Client and the Law Firm agree from the outset what kinds of communications technology the Law Firm should employ in the course of representing Client. For example, the exchange of documents and other information using email or other types of electronic communications involves some

risk that information will be retrieved by third parties with no right to see it. Even the use of facsimile machines can cause problems if documents are sent to numbers where the documents sit in open view.

Therefore, Client should only provide the Law Firm with cellular numbers, facsimile numbers and email addresses which are acceptable to Client for receiving confidential communications from the Law Firm. Client agrees that the Law Firm may use any of the cellular numbers, facsimile numbers and email addresses Client provides to Law Firm for such confidential communications, other than those which Client specifies in writing that the Law Firm should not use.

H. Document Retention and Destruction

After a file on a matter is closed, Client has a right to request the Law Firm to return the file to Client. Absent such a request, the Law Firm shall retain the file on Client's behalf for a period of five (5) years. Following this period of time, the Law Firm will destroy such files.

I. Independent Contractor

The Law Firm and Client agree that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of Client.

J. Indemnification

To the extent permitted by law, Law Firm shall hold harmless, defend at its own expense, and indemnify Client, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees and costs, arising from all negligent acts or omissions of Law Firm or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages or expenses arising from Client's sole negligence or willful acts.

K. Insurance

The Law Firm agrees to maintain insurance coverage as described in Appendix (A) at all times during which this Agreement is in effect, and to provide Client with proof of such coverage.

L. Entire Agreement

This Agreement represents the entire agreement between Client and the Law Firm unless a particular matter is covered by a separate written agreement. By execution of this Agreement Client certifies that it has carefully reviewed and understands the contents of this Agreement and agrees to be bound by all of its terms and conditions. Furthermore, Client acknowledges that the Law Firm has made no representations or guarantees regarding the outcome, or the time necessary to complete or resolve a particular matter.

M. Amendment

No change or waiver of any of the provisions of this Agreement will be binding on either Client or the Law Firm unless the change is in writing and signed by both Client and the Law Firm.

N. Notices

All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service, if served personally on the person to whom notice is to be given, (ii) on the date of receipt, if sent by email or by facsimile to the person to whom notice is to be given at the email address or facsimile number set forth below, or (iii) on the third day after mailing, if mailed to the party to whom notice is to be given by first-class mail, registered or certified, postage prepaid, addressed as follows:

DRAFT

To Client: Joshua Basin Water District
P.O. Box 675
Joshua Tree, CA 92252
Facsimile: 760-366-9528
E-Mail: mban@jbwd.com

To Law Firm: Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Drive South, Suite 300
Cerritos, CA 90703-9364
Facsimile: 562-653-3200
E-Mail: jeff.hoskinson@aalrr.com

A party or other designated recipient may change its address by notifying the parties and other designated recipients of its new address in accordance with the procedures set forth in this Section.

O. Consent to Breach Not Waiver

No provision of this Agreement shall be deemed waived, and no breach shall be deemed excused, unless such waiver or excuse is in writing and signed by the party making the waiver or excusing the breach. No such waiver shall constitute a waiver of another provision or an excuse of another breach.

P. Severability

If any term, covenant, condition, or provision of this Agreement is held by an arbitration body or by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

Q. Governing Law

This Agreement and all documents provided for herein and the rights and obligations of the Parties hereto shall be governed in all respects, including validity, interpretation, and effect, by the laws of the State of California.

R. Compliance with Laws

Client and Consultant agree to comply with all applicable statutes and regulations, both state and federal, applicable to the operation and administration of this Agreement and the Services.

S. Counterparts

This Agreement may be signed by the Parties in different counterparts, which together shall constitute one agreement, even though all Parties may not have signed the same counterpart.

T. Assignment

Law Firm shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of Client. Any attempts to do so without Client’s prior written consent will be void. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

U. Authority

Each party represents that this Agreement has been duly authorized and executed and constitutes the legally binding obligation of its respective organization or entity, enforceable in accordance with its terms.

IV. DURATION

This Agreement shall commence on _____, 2019. If the Firm is not asked by Client to provide advice for a period of one (1) year from the last date the Firm provided such advice, both Client and the Firm agree that services under this agreement terminated on the last date the Firm provided advice without further action or notice by either party.

“The Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD
& ROMO

Dated: July, 2019

By: _____
Jeffrey A. Hoskinson

“Client”

JOSHUA BASIN WATER DISTRICT

Dated: July, 2019

By: _____
Mark Ban

Appendix (A)

1. **Labor Code.** By its signature on this Agreement, Law Firm certifies that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for its workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions before commencing the performance of the work under this Agreement. Law Firm and any of its subcontractors will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement.

2. **Minimum Insurance Requirements.** Law Firm shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Law Firm, its agents, representatives, employees, or subcontractors. Law Firm shall have its insurer provide Client a Certificate of Insurance with endorsements verifying coverage. Coverage shall be at least as broad as the following:

a. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least **two million dollars (\$2,000,000)** per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Client) or the general aggregate limit shall be **twice** the required occurrence limit.

The CGL policy must contain, or be endorsed to contain, the following:

(i) **Additional Insured Status:** Client, its officers, directors, members, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01) with respect to liability arising out of work or operations performed by or on behalf of Law Firm, including materials, parts, or equipment furnished in connection with such work or operations.

(ii) **Primary Coverage:** For any claims related to this Agreement, Law Firm's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 with respect to Client, its officers, directors, members, employees, and authorized volunteers. Any insurance or self-insurance maintained by Client, its officers, directors, members, employees, and authorized volunteers shall be in excess of Law Firm's insurance and shall not contribute with it.

b. **Automobile Liability:** ISO Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or, if Consultant has no owned autos, Symbols 8 (hired) and 9 (non-owned) with limit of at least **one million dollars (\$1,000,000)** (or the full per occurrence

limits of the policies available, whichever is greater) for bodily injury and property damage each accident. Auto coverage naming Client as additional insured using ISO additional insured.

c. **Workers Compensation:** As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **one million dollars (\$1,000,000)** per accident for bodily injury or disease. The insurer(s) agrees to waive all rights of subrogation against Client, its officers, directors, members, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for Client; but this provision applies regardless of whether Client has received a waiver of subrogation from the insurer.

d. **Professional Liability (also known as Errors and Omissions):** Insurance appropriate to the Law Firm's profession, with limits no less than **one million dollars (\$1,000,000)** per occurrence or claim, and **two million dollars (\$2,000,000)** policy aggregate.

3. **Insurance Coverage Above Minimum Requirements.** If Law Firm maintains broader coverage and/or higher limits than the minimums shown above, Client requires and shall be entitled to the broader coverage and/or higher limits maintained by Law Firm. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Client.
4. **Expiration of Coverage:** If any of the required coverages expire during the term of this Agreement, Law Firm shall deliver the renewal certificate(s) of insurance, including the general liability additional insured endorsement(s), to Client at least ten (10) days prior to the expiration date.
5. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by Client. Client may require Law Firm to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Client.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII, or as otherwise approved by Client. Insurers must be licensed to do business in California.
7. **Verification of Coverage:** Law Firm shall furnish Client with certificates and amendatory endorsements or copies of the applicable policy language effecting the required coverage. All certificates and endorsements are to be received and approved by Client before work commences. However, failure to obtain the required documents prior to work beginning shall not waive Law Firm's obligation to provide them. Client reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

8. **Subcontractors:** Law Firm shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Law Firm shall ensure that Client, its officers, directors, members, employees, and authorized volunteers are additional insured on subcontractors' CGL coverage.

DRAFT

JOSHUA BASIN WATER DISTRICT
MEETING AGENDA REPORT

Meeting of the Board of Directors

September 18, 2019

Report to: President and Board of Directors

Prepared by: Susan Greer 

TOPIC:

ADOPT RESOLUTION #19-1009 IMPLEMENTING POLICY TO REQUIRE OWNER AUTHORIZATION FOR TENANT ACCOUNTS AND ALLOWING OWNER CONTINUOUS SERVICE AGREEMENT

RECOMMENDATION:

Adopt Resolution #19-1009

ANALYSIS:

With the approaching implementation of SB 998, the Water Shutoff Protection Act, resulting in a protracted disconnection process, the District is expecting bad debt expense to increase and we are considering options for ensuring payment. In the 1990's, the District utilized a process requiring owner authorization and guarantee of tenant payment and we are recommending it again. The process was discontinued because bad debt was on the decline at the time and it was difficult to administer. With internet, email and text messaging, and most new accounts set up electronically now, the administrative difficulties of the past are gone.

The proposed policy would require a property owner or property manager to authorize the tenant account in writing (helping THEM with the "squatting" problem we sometimes hear about) and at the same time commit to pay the bill if the tenant does not. This would then allow us to lien the properties for unpaid tenant bills, which cannot legally be done now. That's significant and potentially a big part of the bad debt solution. This policy is intended to put the responsibility for unpaid tenant bills on the property owner where it belongs and not on the District's other ratepayers.

As a fix to the current policy for collection of delinquent tenant accounts, Article 1.29, *which does not work*, Staff is recommending that we implement some more strenuous policies. If the property, while under the same ownership, has past unpaid, delinquent or written off TENANT bad debt, Staff proposes that we do not allow another tenant account until those unpaid balances are paid. We cannot by law *require* payment for bills over four years old, however, we can require that payment be made as a condition for permitting another tenant account. So, while we cannot require an owner to pay those old balances, if they don't, they must maintain the water account in the property owner's name. If they want to pay the old balances, which we don't require them to do, we can then once again allow a tenant account.

This policy of owner responsibility for tenant accounts really necessitates some consideration of how owners will be informed of tenant bills, at least the past due amounts, since they are contingently liable for payment. Staff is still evaluating those options within the limitations of our software. We are estimating 800-1,000 tenant accounts and have projected additional cost for mailing copies of tenant bills to owners. While such mailing would incur additional cost, estimated at \$5,200 – \$6,500 per year, it should produce more than that in savings to bad debt as well as more timely payment.

To assist owners with an issue that was difficult for them the last time that we utilized this owner authorization process, we are also proposing a Continuous Service Agreement. This would authorize the District to automatically turn on the active owner account each time a tenant vacates the property. That eliminates the requirement for the owner to apply again for service each time a tenant vacates. Because our work becomes so minimal at that point, I recommend that we waive the Turn On Charge for any accounts with Continuous Service Agreements in place, another assistance to the owners. Property owners may elect continuous service or not, but if they fail to follow-through with their payment responsibility, we propose that ALL continuous service agreements for that property owner be terminated. Staff also recommends that the guarantee deposit be waived for owners that have continuous service agreements in place. Our ability to lien the property is our guarantee, and with water service that is in place for only a month or two in-between tenants, we would have to collect and then refund deposits almost simultaneously or keep that deposit forever, neither a good option.

The required resolution, amending portions of Articles 1, 13 and 14 of the Rules & Regulations is attached. Changes to current language are reflected in yellow and gray. The additional changes recommended by the Finance Committee, which reviewed on 9/11/19 are shown in gray. The Committee recommends for adoption.

Staff has worked with Attorney Michael Colantuono on this issue.

Proposed forms are attached so that you can review for content. They will be put in final format after final review. A change to one of the forms, as recommended by the Finance Committee, is reflected in gray.

FISCAL IMPACT:

Additional billing cost of \$5,200 - \$6,500 per year. Estimate at least that much savings from reduced bad debt and timely payments.

RESOLUTION 19-1009

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE JOSHUA BASIN WATER DISTRICT
AMENDING THE RULES & REGULATIONS, RESOLUTION 97-572 AS AMENDED,
RELATED TO OWNER AUTHORIZATION FOR TENANT ACCOUNTS
AND CONTINUOUS SERVICE AGREEMENT**

WHEREAS, the District has previously established regulations for establishing new accounts, including tenant accounts; and

WHEREAS, the District seeks to require owners to take responsibility for unpaid tenant accounts; and

WHEREAS, the District seeks to implement a Continuous Service Agreement to assist property owners and managers in maintaining continuous service during periods of tenant vacancy.

NOW, THEREFORE BE IT RESOLVED, that the Rules & Regulations are amended as follows:

Definitions

Cutoff – Disconnection of active water service by JBWD personnel as a result of non-payment or non-compliance with the Rules & Regulations. Also called Lockoff.

Lockoff – Disconnection of active water service by JBWD personnel as a result of non-payment or non-compliance with the Rules & Regulations. Also called Cutoff.

Article 1.9.1 Tenant Water Service Application

Property owner or owner-authorized property manager must approve all new tenant accounts. JBWD will, upon written request of an owner (i.e. Owner Request for Tenant Water Service) and receipt of a complete water service application and payment of all applicable fees and deposits, open an account in the name of a tenant.

Article 1.9.2 Service to Tenants with Third Party Property Manager.

When the property in question is managed by a third-party property manager whom the owner designates to sign the Owner Request for Tenant Water Service, the JBWD will require from the third-party property manager a copy of the service contract between property owner and management company delegating such authority. It is the owner or property manager's responsibility to notify JBWD of any changes to contact information, property ownership, and /or property management agreement.

Article 1.9.3 Owner Responsibility.

The owner/property manager of each separate property with an Owner Request for Tenant Water Service in place is ultimately responsible for the payment of all applicable water service charges provided to each separate property. Article 1.29 addresses owner responsibility for payment of accounts that don't have an Owner Request for Tenant Water Service in place. If a property address has accounts that are delinquent, in collections, or have been written off as bad debt in the past for any reason, future accounts at the address must be established, transferred and maintained, in the owner's name until such time that the account is paid in full and an Owner Request for Tenant Water Service is completed if applicable. It is the owner or

property manager's responsibility to notify JBWD of any changes to contact information, property ownership, and /or property management agreement.

ARTICLE 1.11 Guarantee and Other Water Account Deposits (Amended by Resolution No. 18-993 on 11/07/2018)

Before water delivery is started for any new or existing Active Account, the Applicant shall secure the account by depositing with the JBWD the amount specified in Article 13.3 unless there is a Continuous Service Agreement in place – see Article 1.14.1.

Water service will not be installed, connected, or turned on for any applicant or customer until all delinquent charges for service or other charges on any or all accounts have been paid in full. No owner/property manager will be allowed to have a new tenant account, established at an address, that has prior accounts that are delinquent, in collections or have previously been written off as bad debt.

Deposits will not automatically be refunded for customers whose account status changes (Active, Transitional, and Inactive). Customers whose account status changes will have to meet the satisfactory payment requirements as indicated in this Article before Deposit is refunded or applied to account.

Each time that water rates are changed in accordance with Board action, the Guarantee Deposit will also be re-calculated and changed, based on the average residential water consumption from the most recent water rate study (currently, the 2018 Water Rate Study, and nine [9] units average consumption per month,) multiplied times three (3) months.

a. Guarantee Deposit: When the Applicant has established a satisfactory payment record for twenty-four consecutive months, the JBWD will refund the guarantee deposit by crediting the customer's account. If service is discontinued before that time, the deposit will be deducted from the closing bill, and a check for the balance or a water bill will be mailed to the customer at his last known address.

A satisfactory payment record is achieved if the Applicant meets the following criteria within the twenty-four-month period:

- No more than two late payments,
- No cut-offs for non-payment, and
- No returned checks.

The JBWD may require a Guarantee Deposit on an unsecured account if one of the aforementioned items occurs during the duration of the water service.

b. Termination of Water Service Deposit. Following termination of water service for nonpayment, the customer may be subject to a deposit equal to one and one-half (1.5) times the Guarantee Deposit amount. Refund of Termination of Water Service Deposit is the same as a refund of the Guarantee Deposit.

If a customer whose water service has been terminated for non-payment has zero deposit on-hand at the time of service termination, they must pay at least the Guarantee Deposit amount before service can be restored, and the remaining additional deposit due may be established as

a contract, payable by the customer over a timeframe not-to-exceed two months. Failure to pay the contract as required will once again subject the customer account to termination.

c. **Damage/Lock Deposit.** If a locked meter is unlocked or the meter is damaged, the customer may be subject to a deposit equal to two times the standard deposit. Refund of Damage/Lock Deposit is the same as a refund of Guarantee Deposit.

d. Continuous Service Agreement Deposit

A property owner (or owner-authorized property manager) of a rental property who has a valid Continuous Service Agreement in place will not be required to pay a New Account charge or provide a Guarantee Deposit each time that active water service is automatically transferred into their name in-between tenant accounts. The Continuous Service Agreement and this waiver of new account charge and guarantee deposit will be terminated if owner or property manager fail to pay for any past due balances associated with the subject property.

ARTICLE 1.14 Turn On and Turn Off Service

The JBWD will charge for turning off and turning on service or locking/unlocking service at a customer's request, except when account is being closed or where a valid Continuous Service Agreement is in place. In the case of an emergency on the customer side of the meter, the customer will shut off his water service by use of the customer's service valve. If there is no customer's service valve or the valve is broken, the JBWD will provide emergency turn-off service, upon request, and without charge.

If the customer provides the wrong service address and the JBWD completes the turn on, the customer will pay another fee to turn on water at the correct address.

An owner or account holder can request that their service be locked off to require the resident living in the property to establish their own account. The JBWD requires payment of the tag fee and a 48-hour waiting period before service can be locked off in these circumstances to notify the resident and give opportunity to establish service. In no case will an owner request be honored to turn-off water to a residence, duplex, apartment, mobile home or other such dwelling because the occupant has not paid rent on the parcel to the owner.

Article 1.14.1 Owner Continuous Service Agreement (Optional Service)

The Continuous Service Agreement allows property owners and owner-authorized property managers to maintain uninterrupted water service while a rental property is vacant. The Continuous Service Agreement authorizes the JBWD to automatically establish an active water account in the owner or agent's name each time that a tenant vacates. The owner will be responsible for all services and charges until the time a new tenant establishes service. Failure to pay either the owner/property manager water bills or the delinquent tenant bills when due will result in cancellation of the Continuous Service Agreement for the subject property.

ARTICLE 1.20 Special Billings

Meter removal bills, special bills, and bills rendered to persons discontinuing service are due and shall be paid upon presentation. Turn-off and turn-on charges and payments, to reinstate or increase deposits, shall be paid before service will be turned on unless there is a Continuous Service Agreement exception.

ARTICLE 1.29 Collection of Delinquent Accounts

The JBWD will attempt to collect all unpaid water charges including penalties and interest as follows:

a. Delinquent Accounts Held in the Name of the Property Owner

Unpaid charges on account held in the name of the property owner will be filed as a lien against the property.

b. Delinquent Accounts Held in the Name of non-Property Owners

If the account holder/tenant at a property with a valid Owner Request for Tenant Water Service in place fails to pay the final closing bill, the JBWD will make one additional attempt to collect the funds through either a delinquent billing process or by letter contact. Should the tenant fail to pay the final bill, the amount owed will be transferred to the owner/landlord for payment, pursuant to the Owner Request for Tenant Water Service. Failure to pay the tenant bill will result in termination of Owner Request for Tenant Water Service at the subject property.

For addresses with delinquent tenant accounts that do not have the Owner Request for Tenant Water Service in place, the property owner will be required to maintain future water accounts in the name of the property owner until the Owner Request for Tenant Water Service is completed, and all past due amounts are paid in full for the subject property.

If an address has accounts that are delinquent, in collections, or have been written off as bad debt in the past for any reason, future accounts at the address must be established, or transferred, and maintained, into the owner's name, until such time the account has been brought current and the Owner Request for Tenant Water Service has been completed. This does not apply if the prior non-payments occurred under different property ownership.

Uncollected delinquent balances on closed accounts will be collected as follows:

a. When opening a new account, any delinquent balance due from a closed account held in the name of the same account holder owner will be collected as a condition of establishing the new account

b. When discovered, any delinquent balance due on a closed account held in the name of the same account holder owner will be transferred to any other open account of the same account holder owner. Failure to pay the delinquent account balance when due will subject the accounts to lock-off for nonpayment.

The JBWD retains the right to use the above and all other means of collecting unpaid accounts that are now in effect or that in the future may be established.

ARTICLE 13.3 Guarantee Deposit

A guarantee deposit is required from customers establishing active water service that are determined by JBWD to not be creditworthy. The determination of credit worthiness shall be based upon criteria established by the Board of Directors in Article 1. The guarantee deposit for property owners/managers that have a valid Continuous Service Agreement in place may be waived in accordance with the requirements in Article 1.11d.

ARTICLE 13.4 New Account Charge (Formerly Turn on New Service)

Upon customer request to establish a new account or request the transfer of service from an existing account to a new account, a New Account Charge shall be paid unless there is a valid Continuous Service Agreement in place.

ARTICLE 14.3 Guarantee Deposit

Applicants who provide a social security number will have their credit checked. The results of this soft credit check will provide either a green, yellow, or red rating, and the deposit amount will be based upon the rating. Customers that don't provide a social security number won't get a rating and will have to pay a guarantee deposit.

Deposit Required - Red Rating
 Yellow Rating
 No Rating

No Deposit Required - Green Rating

Effective Date

Guarantee Deposit	10/10/18	\$225.00
	01/01/20	\$255.00
	01/01/21	\$285.00
	01/01/22	\$310.00

ARTICLE 14.4 New Account Charge (Formerly Turn on New Service)

A fee of \$43.00 will be paid to establish a new account or transfer service from one account to another unless a valid Continuous Service Agreement is in place.

ADOPTED, SIGNED AND APPROVED this 18th day of September, 2019.

AYES:
NOES:
ABSENT:
ABSTAIN:

Robert Johnson, President, Board of Directors

Mark Ban, Interim GM and Board Secretary

JOSHUA BASIN WATER DISTRICT (JBWD)
OWNER REQUEST FOR TENANT WATER SERVICE
(Supplement to Tenant's Application for Water Service)

Date: _____ Account #: _____ Parcel #: _____

Service Address: _____

I, _____ (Owner/Property Manager) authorize tenant(s),
_____ to obtain water service at the above-referenced
property.

Before water is turned on for an applicant other than the owner of premises for which service is being requested, the owner or owner's authorized property manager must sign an *Owner Request for Tenant Water Service* form provided by the JBWD. The form must be received directly by the JBWD from a verifiable owner or property manager and not via the tenant.

Per JBWD Regulations, the owner of any parcel to which the JBWD furnishes water shall be liable for any applicable charges accruing thereon, including but not limited to connection charges, service charges, water charges, interest, damages, and reconnection charges in the event that the JBWD must discontinue service for nonpayment of JBWD fees and charges. The property owner is responsible for unpaid charges, and all unpaid bills may be made a lien against the property pursuant to California Water Code Sections 31701.5 et seq. No resumption of service shall be made until all unpaid bills for the subject property have been paid in full together with a deposit and other required fees as provided in the JBWD Rules and Regulations.

Water accounts must be established, or transferred and maintained in the owners' name, if any prior account for that address:

- Is in arrears, meaning payment is delinquent more than 60 days
- Is in collections (including lien filed)
- Has been written off as bad debt

The owner may, but is not required to, pay off all outstanding charges in order to allow a new tenant to establish water service at the property. If all outstanding charges aren't paid, account must be maintained in property owner name.

A copy of tenant bill will be mailed to the owner or property manager at the address of record each month. JBWD is not responsible for lost or misdirected bills, thus the owner/property manager should request any bills not received. Please provide mailing address for Owner copy:

- Property Owner
- Property Manager

Name: _____

Mailing Address: _____

Phone Number: _____ Email: _____

It is the owner or property manager's responsibility to notify JBWD of any changes to contact information, property ownership and/or property management agreement. JBWD will attempt to collect from Tenant two times and then will expect payment from the owner or property manager.

I understand that per JBWD Regulations, as owner or property manager I am ultimately responsible for the payment of all applicable water charges related to subject property. I hereby guarantee payment of any charges as detailed above at the address indicated.

Owner/Property Manager Name - printed

Owner/Property Manager Name - printed

Owner/Property Manager Signature Date

Owner/Property Manager Signature Date

Owner: Please attach a legible copy of your photo ID

Manager: Please attach a copy of the agreement between you and the property owner and a copy of your photo ID.

Please sign and submit this completed form directly to JBWD via one of the following methods:

- Email to customerservice@jbwd.com.
- Print and mail this signed form to JBWD Customer Service, P O Box 675, Joshua Tree CA 92252
- Fax the form to (760) 366-9528
- Deliver in person to JBWD, 61750 Chollita Road, Joshua Tree CA 92252

Important: Tenant may not be involved in the form submittal from the owner/manager to the JBWD.

Save Time, Hassle and Money! Property Owners or Managers may request continuous service, which authorizes Joshua Basin Water District to continue water service without interruption from the time a tenant service is discontinued until a new tenant establishes service. Ask about the Continuous Service Agreement.

JOSHUA BASIN WATER DISTRICT (JBWD)
OPTIONAL - CONTINUOUS SERVICE AGREEMENT

As the owner or property manager of the properties listed below, I authorize Joshua Basin Water District to continue water service without interruption from the time a tenant service is disconnected until a new tenant establishes service and I agree to pay for such service. The meter will be read and water service will continue without interruption between occupants. The New Account Charge will be waived pursuant to JBWD Rules & Regulations as long as this Continuous Service Agreement is in place. Failure to pay amounts due for the Owner, Property Manager or Tenant accounts associated with this Agreement will subject the account to disconnection and revocation of this Agreement in accordance with JBWD policy.

Service Address	Parcel Number	Account Number

List additional accounts on additional piece of paper

It is the owner or property manager's responsibility to notify JBWD of any changes to contact information, property ownership and/or property management agreement. JBWD will attempt to collect from Tenant two times and then will expect payment from the owner or property manager.

FOR THE CONTINUOUS SERVICE REQUEST, PLEASE MAIL THE OWNER COPY OF THE WATER BILL TO:

Name: _____ Owner Property Manager

Mailing Address: _____

City, State and Zip Code: _____

Phone Number: Primary _____ Alternate _____

Email: _____

Please sign and submit this completed form directly to JBWD via one of the following methods:

- Email to customerservice@jbwd.com.
- Print and mail this signed form to JBWD Customer Service, P O Box 675, Joshua Tree CA 92252
- Fax the form to (760) 366-9528
- Deliver in person to JBWD, 61750 Chollita Road, Joshua Tree CA 92252

Owner: Please attach a legible copy of your photo ID

Agent: Please attach a copy of the agreement between you and the property owner and a copy of your photo ID.

Printed Owner/Property Manager Name

Owner/Property Manager Signature Date

Printed Owner/Property Manager Name

Owner/Property Manager Signature Date

JOSHUA BASIN WATER DISTRICT
MEETING AGENDA REPORT

Meeting of the Board of Directors
Report to: President and Board of Directors

September 18, 2019

Prepared by: Susan Greer 

TOPIC:

ADOPTION OF RESOLUTION #19-1008, ESTABLISHING THE APPROPRIATION LIMIT FOR FISCAL YEAR 2019/20

RECOMMENDATION:

Adopt Resolution #19-1008

ANALYSIS:

The appropriation limit calculation for fiscal year 19/20 is attached. This is another routine matter, requiring annual calculation, posting and approval by the governing body. We posted the calculation as required by law, at least 15 days prior to tonight's consideration for adoption. The appropriation limit is also reviewed annually in conjunction with the audit.

The appropriation limit (also known as the Gann Limit) was enacted in 1980. The purpose of the Limit is to place an annual limit or restriction on the growth of tax-funded programs and services. The Limit provides for an annual increase no greater than the increase in the cost of living, plus the increase in population. The proceeds of taxes in excess of appropriations must be designated for purposes exempt from limitation or returned to taxpayers. Proceeds of taxes have been interpreted to include general tax revenues, proceeds from investment of tax revenue, revenue from user fees and charges that exceed the cost of providing the service and state/federal grant revenue unrestricted as to use. The cost of living increased slightly from 3.67% to 3.85%, while the population for unincorporated portions of San Bernardino County, which applies to us, decreased by more than half, from 1.14% to .53%. The combination of these two numbers results in a total increase of 4.4%.

The District anticipates approximately \$446,000 in general tax revenues (the "free" portion of the 1% property tax) plus approximately \$132,000 in interest revenue this year which is subject to the Limit. All other revenues, such as for debt service or user fees (because they do not exceed the cost of service) are not subject to the Limit. The total of these subject revenues, \$578,000 is significantly below the 19/20 appropriation limit of \$1,848,265.

This item was reviewed by the Finance Committee on 9/11/19 and they recommend adoption.

STRATEGIC PLAN ITEM:

N/A

FISCAL IMPACT:

N/A

RESOLUTION 19-1008

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE JOSHUA BASIN WATER DISTRICT
ESTABLISHING THE APPROPRIATION LIMIT
OF THE DISTRICT FOR THE FISCAL YEAR 2019/2020

BE IT RESOLVED by the Board of Directors of the Joshua Basin Water District as follows:

1. That in accordance with Article XIIB of the California Constitution and Section 7910 of the Government Code of this State, the appropriation limit for this District is established at \$1,848,265.
2. The Board of Directors selects the per capita personal income as the cost-of-living factor to compute the appropriation limit.
3. That documentation used in the determination of such appropriation limit has been available to the public at least fifteen days prior to this meeting of the Board of Directors.
4. This resolution is effective September 18, 2019.

ADOPTED this 18th day of September, 2019.

Ayes:

Noes:

Absent:

Abstain:

Robert Johnson, President, Board of Directors

Mark Ban, Interim General Manager and Board Secretary



P O BOX 675 • 61750 CHOLLITA ROAD • JOSHUA TREE • CALIFORNIA 92252
 TELEPHONE (760) 366-8438 FAX (760) 366-9528 E-mail: customerservice@jbsd.com
www.jbsd.com

2019/2020 APPROPRIATION LIMIT CALCULATION

PER CAPITA INCOME FACTOR CHANGE: 3.85%
 POPULATION FACTOR CHANGE: 0.53%
 (unincorporated San Bernardino County)

Per Capita Conversion to Ratio: 3.85 + 100 / 100 = 1.0385
 Population Conversion to Ratio: 0.53 + 100 / 100 = 1.0053

CHANGE FACTOR CALCULATION: 1.0385 x 1.0053 = 1.0440 4.400 %

2018/2019 APPROPRIATION LIMIT	\$	1,770,368
2019/2020 CHANGE FACTOR	x	<u>4.40%</u>
2019/2020 CHANGE LIMIT	\$	77,897

2018/2019 APPROPRIATION LIMIT	\$	1,770,368
2019/2020 CHANGE LIMIT	+	<u>77,897</u>
2019/2020 APPROPRIATION LIMIT	\$	<u>1,848,265</u>

Posted June ~~4~~¹¹ 2019
 7/16/19 SA