



BELL CANYON COMMUNITY SERVICES DISTRICT
30 HACKAMORE LANE
BELL CANYON, CALIFORNIA 91307

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SPECIAL MEETING

OF THE BOARD OF DIRECTORS

DATE/TIME: July 31, 2023 at 7:00 p.m.

LOCATION: Bell Canyon Community Center

AGENDA

In accordance with Government Code Section 54954, notice is hereby given that the Board of Directors of the Bell Canyon Community Services District will hold a special meeting at 7:00 PM on Monday, July 31, at 30 Hackamore Lane, Bell Canyon, California in the Community Center to consider those items set forth in the following agenda, except in accordance with Government Code Section 54954.2[b]. The Board reserves the right to modify the order in which items are heard.

The District welcomes any member of the public to attend the meeting. Any non-resident who wishes to attend in-person can, upon their arrival at the front gate, inform gate personnel of their attendance at the District's meeting. No pre-registration is required.

Agenda Materials

The complete agenda for this meeting is available at <https://bellcanyoncsd.ca.gov> and at the District Office, 30 HACKAMORE LANE, SUITE #2B, BELL CANYON, CA 91307. Any materials submitted to the legislative body after distribution of this agenda will be available for public inspection at the District Office. Requests for agenda materials or meeting participation assistance can also be made by email to gregory.mchugh@bellcanyoncsd.ca.gov.

Americans with Disabilities Act (ADA) Accommodations

In compliance with the ADA, any person with a disability who requires accommodation in order to participate in a meeting should contact the District Office at gregory.mchugh@bellcanyoncsd.ca.gov to request accommodation. The District will use its best efforts to provide reasonable accommodations related to the meeting.



BELL CANYON COMMUNITY SERVICES DISTRICT
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LI

1. Call to Order and Roll Call

2. Pledge of Allegiance

3. Public Comments on Agenda Items. In accordance with Government Code Section 54954.3, every agenda for a special meeting of the Board of Directors shall provide an opportunity for members of the public to directly address the legislative body on any item listed on this agenda, provided that no action shall be taken on any item not appearing on the agenda unless that action is otherwise governed by Government Code Section 54954.2[b].

- Appoint auditors for FY22-23
- Appoint Recreation Advisory Committee
- CHP Contract Review
- Review and approve General manager job description
- FY 22-23 Year End Financial Report (unaudited)
- Cleanup Day (June 3) results
- Credit Card logs
- SUV log
- Prior meeting minutes (6-5, 6-19, 7-24)

4. BUSINESS ITEMS

4A. Appoint auditors for FY22-23 Audit

See agenda packet. *page 1*

4B. Appoint Recreation Advisory Committee

Each Director may nominate one person and then the Board will select the appointees using approval voting. See agenda packet.

Step 1. Nomination

Each Director may nominate 0 or 1 candidates for the Recreation Advisory Committee.

The GM makes ballots for approval voting, listing each nominated candidate next to a check box.

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APPLICATIONS
PAGE 24
LIST OF
APPLICANTS*



BELL CANYON COMMUNITY SERVICES DISTRICT
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BELL CANYON, CALIFORNIA 91307

lit

Step 2. Approval Voting Process

Voting shall occur in rounds until either 1) at least one candidate receives majority approval of votes cast, or 2) when all candidates have been removed from the ballot.

Each Director votes by selecting up to three candidates by putting an X next to the candidate name. Directors may vote for 0, 1, 2, or 3 candidates.

If no candidate receives majority approval then the GM shall remove the candidate who received the fewest number of approval votes (or candidates if tied), and conduct a new round of voting with fresh ballots.

The RAC will consist of those candidates (if any) who received majority approval votes by the Board on the final round of voting.

Sample Ballot

- Candidate 1
- Candidate 2
- Candidate 3
- Candidate 4
- Candidate 5

4C. CHP Contract Review

See agenda packet. *page 25*

4D. Review and approve General Manager job description

See agenda packet. *page 39*

4E. Financial Report.

June actuals. FY22-23 Actuals. Treasury Report. See agenda packet.

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CV

4F. Cleanup Day (June 3) results

270 vehicles came through with trash and/or green waste.
45 vehicles came through the shredding line with a total of 200 boxes of paper.
25 vehicles were turned away at the end.
180 vehicles left e-waste and hazardous substances.
55 vehicles left e-waste only

4G. Credit card logs

See agenda packet. *page 52*

4H. SUV Log

See agenda packet. *page 56*

4I. Prior Meeting Minutes.

Review and approve minutes of the May 22, June 19, and July 24 meetings. See agenda packet. *page 57 62 64*

5. The next meeting

The next regular meeting is on Monday, August 28.

6. Adjournment



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 www.eadiepaynellp.com

May 18, 2023

Board of Directors
Bell Canyon Community Services District
30 Hackmore Lane, Suite 2B
Bell Canyon, CA 91307

Dear Board of Directors:

Eadie and Payne, LLP is pleased to provide Bell Canyon Community Services District with the professional services described below. This letter, and the attached Terms and Conditions Addendum and any other attachments incorporated herein (collectively, "Agreement"), confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. The engagement between you and our firm will be governed by the terms of this Agreement.

You have requested that we audit the financial statements of the governmental activities, the business-type activities, and each major fund of Bell Canyon Community Services District, as of June 30, 2023, and for the year then ended and the related notes, which collectively comprise Bell Canyon Community Services District's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that that certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), be presented to supplement the basic financial statements.

Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule – General Fund

Auditor Responsibilities

We will conduct our audit in accordance with GAAS the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and *Minimum Audit Requirements for California Special Districts* issued by the State Controller's Office. As part of an audit in accordance with GAAS the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and *Minimum Audit Requirements for California Special Districts* issued by the State Controller's Office, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Bell Canyon Community Services District's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and/or any state or regulatory audit requirements.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of Bell Canyon Community Services District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will perform agreed-upon procedures as described in the attached schedule (Attachment A) in connection with the Appropriation Limit Worksheet of the Bell Canyon Community Services District for the Year ended June 30, 2023. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement. Because the agreed-upon procedures listed in the attached schedule does not constitute an examination, we will not express an opinion. We will report only our procedures and our findings. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
 - i. Access to all information of which Management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from Management for the purpose of the audit;
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
 - iv. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - v. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;

- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

As part of our audit process, we will request from management and those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform,

- Propose adjusting or correcting journal entries to be reviewed and approved by Bell Canyon Community Services District's management.
- Prepare the basic financial statements based on the adjusted trial balance and other information obtained from Bell Canyon Community Services District's personnel and to be reviewed and approved by Bell Canyon Community Services District's management.
- Prepare the Special Districts Financial Transactions Report required by the State Controller's Office (SCO Report)
- Assistance with fund accounting

We will not assume management responsibilities on behalf of Bell Canyon Community Services District. However, we will provide advice and recommendations to assist management of Bell Canyon Community Services District in performing its responsibilities.

Bell Canyon Community Services District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- The nonattest services are limited to those identified above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of Bell Canyon Community Services District's basic financial statements. Our report will be addressed to the governing body of Bell Canyon Community Services District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The timing of our audit will be scheduled for performance and completion as mutually agreed upon with management.

Eden C. Casareno is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Eadie and Payne, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

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Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every two weeks and are payable upon presentation. We estimate that our fee for the audit will be \$16,500. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Bell Canyon Community Services District's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to Board of Directors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Eadie and Payne, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators or designees, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Eadie and Payne, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

Board of Directors
Bell Canyon Community Services District

May 18, 2023
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We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Eadie and Payne, LLP



Eden C. Casareno, Partner

Attachment: Peer Review Letter
Terms and Conditions Addendum

RESPONSE:

This letter correctly sets forth our understanding.

Bell Canyon Community Services District

Acknowledged and agreed on behalf of Bell Canyon Community Services District by:

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

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The Place to Be

Report on the Firm's System of Quality Control

October 7, 2022

To the Partners of Eadie & Payne, LLP
and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Eadie & Payne, LLP (the firm) in effect for the year ended April 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act; and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Eadie & Payne, LLP in effect for the year ended April 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Eadie & Payne, LLP has received a peer review rating of *pass*.

Price Paige & Company

Price Paige & Company

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Eadie and Payne, LLP's Terms and Conditions Addendum

Overview

This addendum to the engagement letter describes our standard terms and conditions ("Terms and Conditions") related to our provision of services to you. This addendum and the accompanying engagement letter comprise your agreement with us ("Agreement"). If there is any inconsistency between the engagement letter and this *Terms and Conditions Addendum*, the engagement letter will prevail to the extent of the inconsistency.

For the purposes of this *Terms and Conditions Addendum*, any reference to "we," "us," or "our" is a reference to Eadie and Payne, LLP, and any reference to "you," or "your" is a reference to the party or parties that have engaged us to provide services. References to "Agreement" mean the engagement letter or other written document describing the scope of services, any other attachments incorporated therein, and this *Terms and Conditions Addendum*.

Billing and Payment Terms

We will bill you for our professional fees and out-of-pocket costs monthly as work progresses. Payment is due upon receipt. If payment is not received within 30 days, you will be assessed interest charges of 1% per month on the unpaid balance.

We reserve the right to suspend or terminate our work for non-payment of fees. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against you resulting from your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of our services.

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may send data over the Internet, or store electronic data via computer software applications hosted remotely on the Internet or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. We may use third party service providers to store or transmit this data, such as providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards. We require our third party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or our third party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third party service providers during this engagement.

Client Portals

To enhance our services to you, we will utilize a client portal, a collaborative, virtual workspace in a protected, online environment. The client portal permits real-time collaboration across geographic boundaries and time zones and allows Eadie and Payne, LLP and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use the client portal, you will be required to execute a client portal agreement and agree to be bound by the terms, conditions and limitations of such agreement.

You agree that Eadie and Payne, LLP has no responsibility for the activities of the client portal and agree to indemnify and hold Eadie and Payne, LLP harmless with respect to any and all claims arising from or related to the operation of the client portal. While the client portal backs up your files to a third party server, we recommend that you also maintain your own backup files.

Items placed on the client portal will be deleted periodically according to firm policy.

Newsletters and Similar Communications

We may send newsletters, emails, explanations of technical developments or similar communications to you. These communications are of a general nature and should not be construed as professional advice. We may not send all such communications to you. These communications do not continue a client relationship with you, nor do they constitute advice or an undertaking on our part to monitor issues for you.

Records Management

Record Retention and Ownership

We will return all of your original records and documents provided to us at the conclusion of the engagement. Your records are the primary records for your operations and comprise the backup and support for your work product. Our copies of your records and documents are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations.

Workpapers and other documents created by us are our property and will remain in our control. Copies are not to be distributed without your written request and our prior written consent. Our workpapers will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements.

Our firm destroys workpaper files after a period of 5 years. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period as stated in our record retention policy.

Working Paper Access Requests by Regulators and Others

State, federal and foreign regulators may request access to or copies of certain workpapers pursuant to applicable legal or regulatory requirements. Requests also may arise with respect to peer review, an ethics investigation, or the sale of our accounting practice. If requested, access to such workpapers will be provided under the supervision of firm personnel. Regulators may request copies of selected workpapers to distribute the copies or information contained therein to others, including other governmental agencies.

If we receive a request for copies of selected workpapers, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such request as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit the disclosure of information. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests. This paragraph will survive termination of this Agreement.

Summons or Subpoenas

All information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis.

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests. This paragraph will survive termination of this Agreement.

Disclaimer of Legal and Investment Advice

Our services under this Agreement do not constitute legal or investment advice unless specifically agreed to in the *Engagement Objective and Scope* section of this Agreement. We recommend that you retain legal counsel and investment advisors to provide such advice.

Brokerage or Investment Advisory Statements

If you provide our firm with copies of brokerage (or investment advisory) statements and/or read-only access to your accounts, we will use the information solely for the purpose described in the *Engagement Objective and Scope* section of the engagement letter. We will rely on the accuracy of the information provided in the statements and will not undertake any action to verify this information. We will not monitor transactions, investment activity, provide investment advice, or supervise the actions of the entity or individuals entering into transactions or investment activities on your behalf. We recommend you receive and carefully review all statements upon receipt, and direct any questions regarding account activity to your banker, broker or investment advisor.

Other Income, Losses and Expenses

If you realized income, loss or expense from a business or supplemental income or loss, the reporting requirements of federal and state income tax authorities apply to such income, loss or expense. You are responsible for complying with all applicable laws and regulations pertaining to such operations, including the classification of workers as employees or independent contractors and related payroll tax and withholding requirements.

Limitations on Oral and Email Communications

We may discuss with you our views regarding the treatment of certain items or decisions you may face. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may or may not be appropriate to proceed with any decision solely on the basis of any oral or email communication. You accept all responsibility, except to the extent caused by the gross negligence or willful misconduct of Eadie and Payne, LLP, for any loss, cost or expense resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this in a separate engagement letter.

Management Responsibilities

While Eadie and Payne, LLP can provide assistance and recommendations, you are responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee any services that Eadie and Payne, LLP provides. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. You are ultimately responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Conflicts of Interest

If we, in our sole discretion, believe a conflict has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to suspend or terminate our services without issuing our work product.

Alternative Dispute Resolution

If a dispute arises out of or relates to the Agreement including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the *AAA Professional Accounting and Related Services Dispute Resolution Rules* before resorting to arbitration, litigation, or some other dispute resolution procedure. The mediator will be selected by agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. Any mediator so designated must be acceptable to all parties. The mediation will be conducted in California.

The mediation will be treated as a settlement discussion and, therefore, will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs for legal representation shall be borne by the hiring party.

Proprietary Information

You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property we use are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, "hard copy" format or other medium.

Statute of Limitations

You agree that any claim arising out of this Agreement shall be commenced within one (1) year of the delivery of the work product to you, regardless of any longer period of time for commencing such claim as may be set by law. A claim is understood to be a demand for money or services, the service of a suit, or the institution of arbitration proceedings against Eadie and Payne, LLP.

Termination and Withdrawal

We reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, your failure to comply with the terms of this Agreement or as we determine professional standards require.

Assignment

All parties acknowledge and agree that the terms and conditions of this Agreement shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

Entire Agreement

The engagement letter, including this *Terms and Conditions Addendum* and any other attachments, encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this Agreement must be made in writing and signed by both parties.



14

Bell Canyon Community Services District

Application for Appointment Citizens' Advisory Committee

Thank you for your interest and applying for consideration for appointment to a Citizens' Advisory Committee. The Board of Directors encourages citizen involvement and expertise in serving our community. Please print clearly.

Name: Norton W. Alderson
(First, Middle, last)
Home Address: 58 Dapplegray Road, Bell Canyon, CA 91307

Telephone: Home Cell: [REDACTED] Email: [REDACTED]

Current/Previous Employer: Universal Switching Corporation

Occupation/Title: CEO

Committee for which you are applying: Citizens' Advisory Committee

Summarize your qualifications for this Committee:

I am an excellent organizer & project planner and can make use of all technology available.
I am also very people oriented and welcome the opportunity to help the community.

Please briefly explain why you want to serve on this committee:

I have volunteered for quite a few HOA events but never have had the opportunity. I'm
hoping this will be different with the CSD.

Do you have business interests that might represent a potential conflict of interest? Yes No

If Yes, Please explain: _____

Are you currently an officer or member of a policy-making board of a non-profit organization funded by the District? Yes No

If Yes, Please explain: _____



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Bell Canyon Community Services District

Have you ever been convicted of violating any Federal, State, County or Municipal Law, Regulation, or Ordinance, excluding minor traffic violations? Yes No

If Yes, Please explain: _____

Are you currently under Federal, State, or Local investigation for possible violation of a criminal law or ordinance? Yes No

If Yes, Please explain: _____

Submission of this application does not guarantee you will be selected to serve. This application will be maintained for a period of one year. After one year, it is necessary to file a new application for another year of eligibility. Appointees are not considered District employees for purposes of benefits, such as workers' compensation, health insurance, etc.

Please return the completed application to:

General Manager
Bell Canyon Community Services District
30 Hackamore Lane, Suite 2B
Bell Canyon, CA 91307

Or email to:

Gfmchugh.bccsd@gmail.com

APPLICANT'S SIGNATURE

I certify that, to the best of my knowledge, all statements in this application are complete and true. I further certify that if I am appointed, I will serve faithfully, impartially, and to the best of my ability. I agree and understand that any misstatement of material fact will cause me to forfeit all rights to appointment to an Advisory Committee with the Bell Canyon Community Services District.



Signature

June 6th, 2023

Date



16

Bell Canyon Community Services District

Application for Appointment Citizens' Advisory Committee

Thank you for your interest and applying for consideration for appointment to a Citizens' Advisory Committee. The Board of Directors encourages citizen involvement and expertise in serving our community. Please print clearly.

Name: Julie De St Jean
(First, Middle, last)

Home Address: 20 Hackamore Ln.

Telephone: Home Cell [redacted] Email: [redacted]

Current/Previous Employer: Oxnard School District

Occupation/Title: Director of Transportation

Committee for which you are applying: Recreation Advisory

Summarize your qualifications for this Committee:

For 2 yrs. I was the asst. dir. of Recreation + organized many events.

Please briefly explain why you want to serve on this committee:

I am part of this community + want to give back

Do you have business interests that might represent a potential conflict of interest? Yes No

If Yes, Please explain: _____

Are you currently on officer or member of a policy-making board of a non-profit organization funded by the District? Yes No

If Yes, Please explain: _____



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Bell Canyon Community Services District

Have you ever been convicted of violating any Federal, State, County or Municipal Law, Regulation, or Ordinance, excluding minor traffic violations? Yes No

If Yes, Please explain: _____

Are you currently under Federal, State, or Local investigation for possible violation of a criminal law or ordinance? Yes No

If Yes, Please explain: _____

Submission of this application does not guarantee you will be selected to serve. This application will be maintained for a period of one year. After one year, it is necessary to file a new application for another year of eligibility. Appointees are not considered District employees for purposes of benefits, such as workers' compensation, health insurance, etc.

Please return the completed application to:

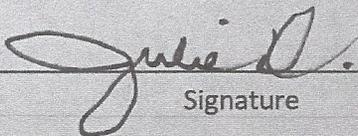
General Manager
Bell Canyon Community Services District
30 Hackamore Lane, Suite 2B
Bell Canyon, CA 91307

Or email to:

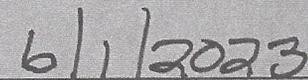
Gfmchugh.bccsd@gmail.com

APPLICANT'S SIGNATURE

I certify that, to the best of my knowledge, all statements in this application are complete and true. I further certify that if I am appointed, I will serve faithfully, impartially, and to the best of my ability. I agree and understand that any misstatement of material fact will cause me to forfeit all rights to appointment to an Advisory Committee with the Bell Canyon Community Services District.



Signature



Date



18

Bell Canyon Community Services District

Application for Appointment Citizens' Advisory Committee

Thank you for your interest and applying for consideration for appointment to a Citizens' Advisory Committee. The Board of Directors encourages citizen involvement and expertise in serving our community. Please print clearly.

Name: Adriana Godoy Leiss

(First, Middle, last)

Home Address: 159 Dapplegray Rd., Bell Canyon, CA 91307

Telephone: Home Cell: [REDACTED] Email: [REDACTED]

Current/Previous Employer: AFX Creative

Occupation/Title: Accounting and HR Manager

Committee for which you are applying: BC CSD Recreation Advisory Committee

Summarize your qualifications for this Committee:

Over the past few years, I've volunteered for at least two or three Bell Canyon events serving in a variety of capacities. I've also served as Vice President of the PFA at Round Meadow Elementary, overseeing many programs, including after-school enrichment. I'm organized, task-oriented, and am a team player. In my professional capacity, I oversee the planning of the company holiday party and various HR trainings.

Please briefly explain why you want to serve on this committee:

I look forward to contributing my skills, enthusiasm and positive spirit to conceptualizing, planning and executing a variety of fun and engaging events and activities for our community.

Do you have business interests that might represent a potential conflict of interest? Yes No

If Yes, Please explain: _____

Are you currently an officer or member of a policy-making board of a non-profit organization funded by the District? Yes No

If Yes, Please explain: _____



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Bell Canyon Community Services District

Have you ever been convicted of violating any Federal, State, County or Municipal Law, Regulation, or Ordinance, excluding minor traffic violations? Yes No

If Yes, Please explain: _____

Are you currently under Federal, State, or Local investigation for possible violation of a criminal law or ordinance? Yes No

If Yes, Please explain: _____

Submission of this application does not guarantee you will be selected to serve. This application will be maintained for a period of one year. After one year, it is necessary to file a new application for another year of eligibility. Appointees are not considered District employees for purposes of benefits, such as workers' compensation, health insurance, etc.

Please return the completed application to:

General Manager
Bell Canyon Community Services District
30 Hackamore Lane, Suite 2B
Bell Canyon, CA 91307

Or email to:

Gfmchugh.bccsd@gmail.com

APPLICANT'S SIGNATURE

I certify that, to the best of my knowledge, all statements in this application are complete and true. I further certify that if I am appointed, I will serve faithfully, impartially, and to the best of my ability. I agree and understand that any misstatement of material fact will cause me to forfeit all rights to appointment to an Advisory Committee with the Bell Canyon Community Services District.

Adriana Leiss

June 6, 2023

Signature

Date



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Bell Canyon Community Services District

Application for Appointment Citizens' Advisory Committee

Thank you for your interest and applying for consideration for appointment to a Citizens' Advisory Committee. The Board of Directors encourages citizen involvement and expertise in serving our community. Please print clearly.

Name: Arash David Matian
(First, Middle, last)
Home Address: 287 Bell Canyon Rd, Bell Canyon, CA 91307

Telephone: Home Cell 310-222-0999 Email: amatian@gmail.com

Current/Previous Employer: Prime Care Physicians (self employed)

Occupation/Title: physician

Committee for which you are applying: Recreation Advisory Committee

Summarize you qualifications for this Committee:

I have a deep interest in the betterment of our community, leadership experience, group collaboration experience, event planning and execution experience, and a wealth of creative ideas.

Please briefly explain why you want to serve on this committee:

I believe I have the objective qualifications to serve on the committee. In addition, I have a deep seated personal interest in the proper execution of the responsibilities associated with serving on the committee.

Do you have business interests that might represent a potential conflict of interest? Yes No

If Yes, Please explain: _____

Are you currently on officer or member of a policy-making board of a non-profit organization funded by the District? Yes No

If Yes, Please explain: I volunteer on the Event Planning Committee (for full disclosure)



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Bell Canyon Community Services District

Have you ever been convicted of violating any Federal, State, County or Municipal Law, Regulation, or Ordinance, excluding minor traffic violations? Yes No

If Yes, Please explain: _____

Are you currently under Federal, State, or Local investigation for possible violation of a criminal law or ordinance? Yes No

If Yes, Please explain: _____

Submission of this application does not guarantee you will be selected to serve. This application will be maintained for a period of one year. After one year, it is necessary to file a new application for another year of eligibility. Appointees are not considered District employees for purposes of benefits, such as workers' compensation, health insurance, etc.

Please return the completed application to:

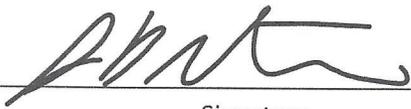
General Manager
Bell Canyon Community Services District
30 Hackamore Lane, Suite 2B
Bell Canyon, CA 91307

Or email to:

Gfmchugh.bccsd@gmail.com

APPLICANT'S SIGNATURE

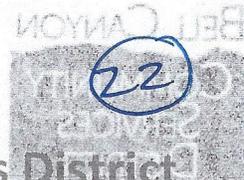
I certify that, to the best of my knowledge, all statements in this application are complete and true. I further certify that if I am appointed, I will serve faithfully, impartially, and to the best of my ability. I agree and understand that any misstatement of material fact will cause me to forfeit all rights to appointment to an Advisory Committee with the Bell Canyon Community Services District.



Signature

06-02-23

Date



Bell Canyon Community Services District

Application for Appointment Citizens' Advisory Committee

Thank you for your interest and applying for consideration for appointment to a Citizens' Advisory Committee. The Board of Directors encourages citizen involvement and expertise in serving our community. Please print clearly.

Name: LISA DEB RICCOMINI

(First, Middle, last)

Home Address: 18 DAPPLEGRAY ROAD

Telephone: Home Cell [REDACTED] Email: [REDACTED]

Current/Previous Employer: Cal State Northridge

Occupation/Title: Academic Post Year 1 English Faculty

Committee for which you are applying: Citizens' Advisory

Summarize your qualifications for this Committee:

Previous Chair of the events committee in Bell Canyon.
Current event committee member

Please briefly explain why you want to serve on this committee:

I enjoy creating & organizing community events for the residents in Bell Canyon & the BCC

Do you have business interests that might represent a potential conflict of interest? Yes No

If Yes, Please explain: _____

Are you currently an officer or member of a policy-making board of a non-profit organization funded by the District? Yes No

If Yes, Please explain: _____



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Bell Canyon Community Services District

Have you ever been convicted of violating any Federal, State, County or Municipal Law, Regulation, or Ordinance, excluding minor traffic violations? Yes No

If Yes, Please explain: _____

Are you currently under Federal, State, or Local investigation for possible violation of a criminal law or ordinance? Yes No

If Yes, Please explain: _____

Submission of this application does not guarantee you will be selected to serve. This application will be maintained for a period of one year. After one year, it is necessary to file a new application for another year of eligibility. Appointees are not considered District employees for purposes of benefits, such as workers' compensation, health insurance, etc.

Please return the completed application to:

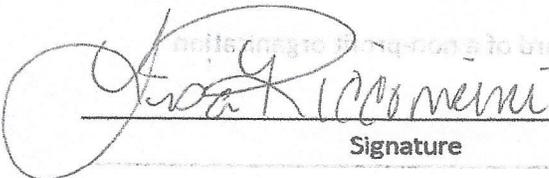
General Manager
Bell Canyon Community Services District
30 Hackamore Lane, Suite 2B
Bell Canyon, CA 91307

Or email to:

Gfmchugh.bccsd@gmail.com

APPLICANT'S SIGNATURE

I certify that, to the best of my knowledge, all statements in this application are complete and true. I further certify that if I am appointed, I will serve faithfully, impartially, and to the best of my ability, I agree and understand that any misstatement of material fact will cause me to forfeit all rights to appointment to an Advisory Committee with the Bell Canyon Community Services District.


Signature

6-1-23
Date



BELL CANYON COMMUNITY SERVICES DISTRICT
30 HACKAMORE LANE
BELL CANYON, CALIFORNIA 91307

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Recreation Advisory Committee

Applicants

- Norton Alderson**
- Julie De St Jean**
- Adriana Leiss**
- David Matian**
- Lisa Riccomini**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23R770000	PURCHASING AUTHORITY NUMBER (If Applicable)
--------------------------------------	---

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of California Highway Patrol

CONTRACTOR NAME
Bell Canyon Community Services District

2. The term of this Agreement is:

START DATE
07/01/2023

THROUGH END DATE
06/30/2024

3. The maximum amount of this Agreement is:
\$51,112.00 (Fifty-One Thousand One Hundred Twelve Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions - 04/2017	*
+ - Exhibit D	Special Terms and Conditions	1

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Bell Canyon Community Services District

CONTRACTOR BUSINESS ADDRESS 30 Hackamore Lane, Suite 2b	CITY Bell Canyon	STATE CA	ZIP 91307
--	---------------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING Gregory F. McHugh	TITLE Interim General Manager
---	----------------------------------

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
---------------------------------	-------------

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS 601 N. 7th Street	CITY Sacramento	STATE CA	ZIP 95811
---	--------------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING	TITLE
--------------------------------	-------

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
---	-------------

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
--	---------------------------

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Bell Canyon Community Services District agrees to reimburse the Department of California Highway Patrol (CHP) for costs associated with Traffic Control Services for the Bell Canyon Community provided by the CHP Moorpark Area office.
2. Traffic Control Services shall be provided for the Bell Canyon Community. The hours of duty performed by CHP officer(s) under this Agreement are those mutually agreed upon by CHP Contract Coordinator and Bell Canyon Community Services District. Any changes to the proposed plan such as additional hours, dates, and sites for Traffic Control Services can be requested and/or on an "as needed" basis and must be mutually agreed upon by the local CHP Command and Bell Canyon Community Services District.
3. The project representatives during the term of this Agreement will be:

STATE AGENCY Department of California Highway Patrol Moorpark Area Office		CONTRACTOR Bell Canyon Community Services District	
NAME Timothy Wren, Officer		NAME Gregory F. McHugh, Interim General Manager	
TELEPHONE NUMBER (805) 553-0800		TELEPHONE NUMBER (925) 788-8870	
EMAIL twren@chp.ca.gov		EMAIL gregory.mchugh@bellcanyoncsd.ca.gov	
Direct all contract inquiries to :			
STATE AGENCY Department of California Highway Patrol		CONTRACTOR Bell Canyon Community Services District	
ATTENTION Sridharan Krishnamurthy, Contract Analyst		ATTENTION Gregory F. McHugh, Interim General Manager	
EMAIL Sridharan.krishnamurthy@chp.ca.gov		EMAIL gregory.mchugh@bellcanyoncsd.ca.gov	
ADDRESS 601 North 7 th Street Sacramento, CA 95811		ADDRESS 30 Hackamore Lane, Suite 2b Bell Canyon, CA 91307	
TELEPHONE NUMBER (916) 843-4318	FAX NUMBER (916) 322-3166	TELEPHONE NUMBER (925) 788-8870	FAX NUMBER N/A

4. Detailed description of work to be performed:
 - A. CHP Moorpark Area office shall provide CHP officer(s) with vehicles and coordinate all Traffic Control Services.
 - B. The Traffic Control Services to be performed by CHP officer(s) under this Agreement, including the standards of performance, discipline and control thereof, shall be the responsibility of CHP.

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

- C. It is understood by Bell Canyon Community Services District that billing of CHP officer(s) time shall be from portal to portal (CHP Area office to the service location and return to CHP Area office).
- D. If the CHP officer(s) has reported to the assigned location and has worked less than four (4) hours, Bell Canyon Community Services District agrees to pay every assigned CHP officer(s) a minimum of four (4) hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. The California Highway Patrol (CHP) shall provide Bell Canyon Community Services District with an itemized invoice which details all CHP costs for law enforcement services under this Agreement.

Following execution, an itemized invoice will be submitted in duplicate to:

Gregory F. McHugh, Interim General Manager
Bell Canyon Community Services District
30 Hackamore Lane, Suite 2b
Bell Canyon, CA 91307

Bell Canyon Community Services District agrees to pay CHP within thirty (30) days after the date of the invoice.

- B. In consideration for the law enforcement services contained herein, Bell Canyon Community Services District agrees to reimburse the CHP upon receipt of an itemized invoice. Bell Canyon Community Services District agrees to reimburse the CHP for the actual hours worked at the time services are provided. The rates indicated in this agreement are for estimate purposes only. It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates. In the event CHP is granted a rate increase, Bell Canyon Community Services District agrees to pay the increased rate. The following information are the CHP officer and sergeant overtime rates effective Fiscal Year 22/23, until superseded:

<u>CLASSIFICATION</u>	<u>OVERTIME RATE</u>
CHP Officer	\$113.58 per hour
CHP Sergeant	\$138.18 per hour
CHP M/C Sergeant	\$143.68 per hour
CHP Automobile Rate	\$1.51 per mile
CHP M/C Rate	\$1.43 per mile

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. The CHP and Bell Canyon Community Services District agree that this Agreement may be canceled by either party with thirty (30) days advance written notice.
2. In the event of an emergency, this Agreement may be canceled by either party without prior notice.
3. The CHP and Bell Canyon Community Services District, agree that this Agreement may be amended by written mutual consent of the parties hereto.
6. Gifts, donations, or gratuities may not be accepted by CHP employees in their own behalf or in behalf of the Department, informal squad club, or other local funds.
7. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within ten (10) days by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Bell Canyon community Services District		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Gregory F. McHugh, Interim General Manager		
<i>Date Executed</i>	<i>Executed in the County of</i> Ventura	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

- 3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
- 4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

- 5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
- 6. SWEATFREE CODE OF CONDUCT:
 - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
- 7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
- 8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

- 1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

- 2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
- 3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- 4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will

process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

- 8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

- 9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

- 10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- 11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

- 12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

RESOLUTION No. 23-XX

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BELL CANYON COMMUNITY SERVICES DISTRICT APPROVING THE GENERAL MANAGER/TREASURER/BOARD SECRETARY JOB DESCRIPTION

WHEREAS, the Board of Directors of the Bell Canyon Community Services District (“District”) desires to approve an updated “General Manager” job classification, to include the Treasurer and Board Secretary positions, subject to any requirements under applicable law.

NOW, THEREFORE, BE IT RESOLVED the Board of Directors of the Bell Canyon Community Services District does hereby resolve as follows:

- 1. The unrepresented part-time classification of “General Manager”, which includes Treasurer and Board Secretary positions, is hereby updated.
- 2. The initial *hourly* compensation for the *part-time* General Manager/Treasurer/Board Secretary classification shall be as follows:

	Step 1	Step 2	Step 3	Step 4
General Manager/Treasurer/Board Secretary	\$35.00	\$36.75	\$38.59	\$40.52
<i>merit step increases 5%</i>				

- 3. The updated job description for the General Manager/Treasurer/Board Secretary classification, attached hereto as Exhibit A, is hereby adopted.
- 4. This resolution shall be effective as of the date of its adoption, subject to any applicable requirements under the law.

PASSED AND ADOPTED on the ___ day of April 2023, by the following vote:

AYES:
NOES:
ABSENT:

Michael Robkin, President

ATTEST:

Greg McHugh, Interim General Manager/Secretary

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I, _____, Interim General Manager of the Bell Canyon Community Services District, Ventura County, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution passed and adopted by the Board of Directors of the Bell Canyon Community Services District on the date and by the vote indicated herein.

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EXHIBIT A



BELL CANYON COMMUNITY SERVICES DISTRICT
30 HACKAMORE LANE
BELL CANYON, CALIFORNIA 91307

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**GENERAL MANAGER/TREASURER/BOARD SECRETARY JOB DESCRIPTION
(PART TIME)**

Job Title: General Manager/Treasurer/Board Secretary
Reports To: Board of Directors
FLSA Status: Exempt
Category: Management

Prepared Date: April 2023
Approved by: Board of Directors
Approved Date:

JOB SUMMARY:

Per Government Code Section 61051 the General Manager is responsible for:

- (a) The implementation of the policies established by the board of directors for the operation of the district.
- (b) The appointment, supervision, discipline, and dismissal of the district's employees, consistent with the employee relations system established by the board of directors.
- (c) The supervision of the district's facilities and services.
- (d) The supervision of the district's finances.

Per Government Code Section 61053(f) as District Treasurer, this position is responsible to make quarterly or more frequent written reports to the board of directors, as the board of directors shall determine, regarding the receipts and disbursements and balances in the accounts controlled by the District Treasurer. The District Treasurer shall sign the reports and file them. The District Treasurer is also responsible for a variety of required annual information and financial filings with the State of California. Finally, the District Treasurer is responsible to ensure that an annual audit is completed and results reported to the Board and published.

As Secretary to the Board, this position is responsible for managing the board meeting schedule under the direction of the President of the Board. They are also responsible for managing the agenda based on known needs and input from board members, and they are responsible for producing minutes from each board meeting and bringing them to subsequent board meetings for review and approval.

REPRESENTATIVE DUTIES: (Duties may include, but are not limited to, the following)

- Provides oversight and supervises all District operations, programs and activities.
- Directly supervises all District personnel.
- Coordinates and leads development of the annual budget for Board review and approval.
- Coordinates and leads development of annual goals and objectives for Board review and approval.
- Manages District resources and personnel to achieve those goals and objectives.
- Oversees all financial operations.
- Approves District bills and signs checks as required.

- Keeps the Board of Directors advised of District activities and laws, issues or problems that may affect District operations
- Reviews ongoing District programs annually and where possible, either implements performance improvements or proposes improvements for Board approval if required.
- Monitors and coordinates the Board’s strategic plans and Staff’s implementation plan, providing regular updates and annual review of progress.
- Prepares draft policies and/or ordinances for Board review and discussion.
- Develops and implements processes and procedures where needed, with Board approval if required.
- Represents the Board of Directors and the District in contacts with various federal, state and local government agencies, community groups and businesses, and other professional organizations.
- Serves as a member of Board Committees as directed by the Board.
- Serves as communications liaison maintaining the District’s website and other social media, keeping information updated and provide timely posting of news events.
- Negotiates a variety of contracts and agreements on the District’s behalf.
- Oversees all financial operations.
- Responds to and resolves difficult and sensitive resident inquiries and complaints.

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience:

- One of the following:
 - Working knowledge of the principles, practices, and administration of District businesses and services, in order to perform highly complex and technical duties at a level generally acquired through completion of a Bachelor's degree in public or business administration or equivalent; and /or
 - Ten or more years of progressively complex and responsible related work experience to gain sufficient knowledge and familiarity with theories and principals for application to practical problems and solutions.
- Five years supervisory experience.
- Knowledgeable on California CSD Law (Gov. Code § 61000 *et seq.*)
- Familiarity with California LAFCo Law (Gov. Code § 56000 *et seq.*)
- Administrative and operations experience with a government agency or public utility preferred.
- Master’s degree preferred.

Licenses and Certifications:

Must possess a valid California State driver's license and maintain satisfactory motor vehicle record.

Knowledge of:

Principles and practices of organization and public administration, budget analysis and administration; Personnel management; both employees and volunteers; Pertinent local, state, and federal laws,

ordinances, and rules; Principles and practices of legislative process; Principles of project management; Principles of supervision and management; Principles and practice of marketing, community outreach and public information; and Principles and practices of social media outlets

Skills:

- Modern office procedures, methods and computer equipment; typing, power point, and excel.
- Public speaking, small and large group presentations, ability to conduct workshops.
- Willingness to make decisions and ability to make good decisions with positive outcomes.
- Well-developed listening skills. Possesses the willingness to lead but the humility to listen.
- Adept using techniques and methods for planning, goal setting, and establishing objectives.
- Uses well-developed adaptive management techniques.
- Well-developed conceptualization skills seeing solutions when others see barriers.

Ability To:

- Plan, organize, and direct work
- Work effectively with Board of Directors, other utilities and governmental agencies, the public, and others contacted in the course of the work.
- Plan, establish, and implement programs, services, capital improvements, goals, objectives, policies and procedures.
- Monitor and control fiscal activities.
- Analyze complex management and operations problems, evaluate alternatives, identify solutions, and direct changes.
- Identify and respond to issues and concerns from the general public and the Board of Directors.
- Communicate effectively orally and in writing, including written reports and oral presentations.
- Establish and maintain cooperative and effective working relationships with those contacted in the course of the work.

WORKING CONDITIONS, ESSENTIAL JOB FUNCTIONS

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed in a standard office environment and at indoor and outdoor recreational facilities with travel to different locations; work and/or walk on various types of surfaces including slippery or uneven surfaces; extensive public contact; incumbents may be required to work extended hours including evenings and weekends.

Physical: Primary functions require sufficient physical ability and mobility to work in an office and recreation facility setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of transportation; and to verbally communicate to exchange information.

Bell Canyon Community Services District Profit & Loss Budget Performance

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Accrual Basis

June 2023

	Jun 23	Budget	Jul '22 - Jun 23	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
30100 · PropertyTax Revenue	26,476.98	1,000.00	731,618.05	705,141.00	705,141.00
30200 · Interest Income	14,166.00	424.58	19,260.88	5,095.00	5,095.00
30300 · Income - Other	19.16	6.92	101.66	83.00	83.00
30509 · Income - Events	0.00		3,100.57	3,100.00	3,100.00
Total Income	40,662.14	1,431.50	754,081.16	713,419.00	713,419.00
Expense					
40018 · Latent Power Application	0.00	0.00	0.00	0.00	0.00
40019 · Graffiti Abatement Services	0.00	0.00	0.00	0.00	0.00
40020 · Security Services	0.00	0.00	0.00	0.00	0.00
40002 · Cost of Elections	0.00	0.00	2,131.40	2,134.00	2,134.00
40003 · Outside Service/Consultants	700.00	605.25	7,063.21	7,263.00	7,263.00
40004 · Legal	8,458.20	6,250.00	73,674.59	75,000.00	75,000.00
40005-1 · Annual Certified Audit	0.00	0.00	15,530.00	15,530.00	15,530.00
40005 · Accounting	2,370.50	958.33	10,777.50	11,500.00	11,500.00
40006 · Insurance	0.00		6,032.36	6,032.00	6,032.00
40007 · Membership Dues	150.00	500.00	2,355.00	2,205.00	2,205.00
40009 · Miscellaneous	0.00	9.50	114.31	114.00	114.00
40011 · County Admin. Fees	563.93	683.33	8,442.87	8,200.00	8,200.00
40012 · LAFCO Fee	0.00	350.00	0.00	350.00	350.00
40014 · Commerical Trash Removal	42,140.59	41,166.67	493,521.60	494,000.00	494,000.00
40016 · CSD Vehicle Expenses	0.00	188.25	2,138.98	2,259.00	2,259.00
40017 · Restroom Maintenance	364.85	553.00	6,636.33	6,636.00	6,636.00
40500 · Office Supplies	212.73	166.67	1,706.74	2,000.00	2,000.00
40501 · Phone	0.00	74.17	830.00	890.00	890.00
40505 · Printing	47.51	63.92	813.86	767.00	767.00
40508 · Rent Expense	275.00	266.67	3,225.00	3,200.00	3,200.00
405091 · Clean Up Events	1,112.79		2,012.79	1,928.00	1,928.00
40510-1 · Meetings	0.00	41.67	336.31	500.00	500.00
40511 · Recreational Activities	4,096.53	0.00	39,944.51	40,500.00	40,500.00
41002 · Postage	0.00	5.00	59.75	60.00	60.00
42200 · Emergency Medical Services	0.00	0.00	0.00	0.00	0.00
42700 · Traffic Enforcement	0.00	0.00	0.00	0.00	0.00
44999 · GROSS WAGES					
45000 · Wages-General Manager	4,785.00	2,750.00	34,897.50	33,000.00	33,000.00
45001 · Wages-Management Analyst	0.00	239.58	2,875.00	2,875.00	2,875.00
45002 · Rec Coordinator	1,575.00		1,575.00		
Total 44999 · GROSS WAGES	6,360.00	2,989.58	39,347.50	35,875.00	35,875.00
45005 · Payroll Tax Expense	547.98	299.00	3,401.89	3,588.00	3,588.00
Total Expense	67,400.61	55,171.01	720,096.50	720,531.00	720,531.00
Net Ordinary Income	-26,738.47	-53,739.51	33,984.66	-7,112.00	-7,112.00
Net Income	-26,738.47	-53,739.51	33,984.66	-7,112.00	-7,112.00

Bell Canyon Community Services District
Profit & Loss
July 2022 through June 2023

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	<u>Jul '22 - Jun 23</u>
Ordinary Income/Expense	
Income	
30100 . PropertyTax Revenue	731,618.05
30200 . Interest Income	19,260.88
30300 . Income - Other	101.66
30509 . Income - Events	3,100.57
	<hr/>
Total Income	754,081.16
Expense	
40002 . Cost of Elections	2,131.40
40003 . Outside Service/Consultants	7,063.21
40004 . Legal	73,674.59
40005-1 . Annual Certified Audit	15,530.00
40005 . Accounting	10,777.50
40006 . Insurance	6,032.36
40007 . Membership Dues	2,355.00
40009 . Miscellaneous	114.31
40011 . County Admin. Fees	8,442.87
40014 . Commerical Trash Removal	493,521.60
40016 . CSD Vehicle Expenses	2,138.98
40017 . Restroom Maintenance	6,636.33
40500 . Office Supplies	1,706.74
40501 . Phone	830.00
40505 . Printing	813.86
40508 . Rent Expense	3,225.00
405091 . Clean Up Events	2,012.79
40510-1 . Meetings	336.31
40511 . Recreational Activities	39,944.51
41002 . Postage	59.75
44999 . GROSS WAGES	
45000 . Wages-General Manager	34,897.50
45001 . Wages-Management Analyst	2,875.00
45002 . Rec Coordinator	1,575.00
	<hr/>
Total 44999 . GROSS WAGES	39,347.50
45005 . Payroll Tax Expense	3,401.89
	<hr/>
Total Expense	720,096.50
	<hr/>
Net Ordinary Income	33,984.66
	<hr/>
Net Income	<u><u>33,984.66</u></u>

**Bell Canyon Community Services District
FY22-23 Unaudited Results**

July 31, 2023

Amendments at Budget Hearing on July 24

Amended 6-5-23	Unaudited Actual	Approved
FY 22-23 Budget	FY 22-23	FY23-24 Budget

Ordinary Income/Expense

Income

30100 · Property Tax Revenue	705,141	731,618.05	712,192
30200 · Interest Income	5,095	19,260.88	45,000
30300 · Income - Other	83	101.66	0
30509 · Income - Events	3,100	3,100.57	3,100
Total Income	713,419	754,081.16	760,292

Expense

40018 · Latent Power Application	0		25,000	changed from \$5,000 to \$25,000
40019 · Graffiti Abatement Services	0		1,000	
40020 · Security Services	0		1,000	
40000 · Administration	0		0	
40002 · Cost of Elections	2,134	2,131.40	0	
40003 · Outside Service/Consultants	7,263	7,063.21	8,000	
40004 · Legal	75,000	73,674.59	25,000	
40005-1 · Annual Certified Audit	15,530	15,530.00	16,500	
40005 · Accounting	11,500	10,777.50	13,000	
40006 · Insurance	6,032	6,032.36	8,000	
40007 · Membership Dues	2,205	2,355.00	2,205	

40009 · Miscellaneous	114	114.31	500	
40011 · County Admin. Fees	8,200	8,442.87	8,282	
40012 · LAFCO Fee	350	0.00	450	
40014 · Commercial Trash Removal	494,000	493,521.60	519,000	
40016 · CSD Vehicle Expenses	2,259	2,138.98	2,190	
40017 · Restroom Maintenance	6,636	6,636.33	4,596	
40500 · Office Supplies	2,000	1,706.74	750	
40501 · Phone	890	830.00	360	
40505 · Printing	767	813.86	3,000	

40508 · Rent Expense	3,200	3,225.00	5,130	
405091 · Clean Up Events	1,928	2,012.79	4,000	
40510-1 · Meetings	500	336.31	500	
40511 · Recreational Activities	40,500	39,944.51	56,500	

Changed from \$63,000 to \$56,500. Halloween budget approved at \$31,000.

41002 · Postage	60	59.75	2,000	
42200 · Emergency Medical Services	0	0.00	0	
42700 · Traffic Enforcement	0	0.00	64,000	
44999 · GROSS WAGES				
45000 · Wages-General Manager	33,000	34,897.50	33,600	
45001 · Wages-Management Analyst	2,875	2,875.00	0	
45002 · Wages - Recreation Coordinator	0	1,575.00	13,440	
45003 · Wages - PRA Analyst	0		10,800	
Total 44999 · GROSS WAGES	35,875	39,347.50	57,840	

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**Bell Canyon Community Services District
FY22-23 Unaudited Results**

July 31, 2023

Amendments at E

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	Amended 6-5-23 FY 22-23 Budget	Unaudited Actual FY 22-23	Approved FY23-24 Budget
45005 - Payroll Tax Expense	3,588	3,401.89	5,784
Total Expense	<u>720,531</u>	<u>720,096.50</u>	<u>834,587</u>
Net Ordinary Income	<u>-7,112</u>	<u>33,984.66</u>	<u>-74,295</u>
Net Income	<u>-7,112</u>	<u>33,984.66</u>	<u>-74,295</u>
Capital Budget			
Triunfo acquisition	20,000	0.00	20,000
Movie projection system	15,000	10,593.00	0
New printer/scanner, desk, file cabinet, bookcase			3,250
	<u>35,000</u>	<u>10,593.00</u>	<u>23,250</u>
Total cash impact	-42,112	23,391.66	-97,545

Bell Canyon Community Services District
Balance Sheet
 As of June 30, 2023

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	<u>Jun 30, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
10820 · Wells Fargo Checking #7543	-11,758.38
10820-1 · Wells Fargo Sweep #7543	403,566.26
10825 · US Bank #3834 WAS Union Bank	1,047,529.82
10851 · Wells Fargo #6605 Brokerage	514,166.00
10862 · Petty Cash	0.56
Total Checking/Savings	<u>1,953,504.26</u>
Total Current Assets	1,953,504.26
Other Assets	
12400 · Accrued Property Tax Income	24,439.17
16000 · Equipment	40,527.90
16500 · Accumulated Depreciation	-21,917.33
18400 · Prepaid Insurance	7,520.15
Total Other Assets	<u>50,569.89</u>
TOTAL ASSETS	<u><u>2,004,074.15</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
Wells Fargo VISA-McHugh #9409	4,448.18
Union Bank VISA-Levy #9539/2833	-17.06
Total Credit Cards	<u>4,431.12</u>
Other Current Liabilities	
20002 · Accrued Expenses	14,414.53
2100 · Payroll Liabilities	1,124.53
Total Other Current Liabilities	<u>15,539.06</u>
Total Current Liabilities	<u>19,970.18</u>
Total Liabilities	19,970.18
Equity	
3000 · Opening Bal Equity	905,661.76
3901 · Retained Earnings	1,044,457.55
Net Income	33,984.66
Total Equity	<u>1,984,103.97</u>
TOTAL LIABILITIES & EQUITY	<u><u>2,004,074.15</u></u>

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7/30/2023		BELL CANYON COMMUNITY SERVICES DISTRICT TREASURER'S REPORT JUNE 30, 2023	
CASH ON HAND @ JUNE 30, 2022			
Union Bank #6383			\$1,003,310
Bank of So Cal #6498			\$951,941
TOTAL CASH ON HAND @ JUNE 30, 2022			\$1,955,251
INCOME: 7/1/22-6/30/23			
PROPERTY TAX REVENUE	722,058		
INTEREST EARNED	19,261		
INCOME - EVENTS	3,101		
INCOME - OTHER	83		
TOTAL INCOME	\$744,503		
EXPENSES			
INVOICES PAID: JULY-JUNE			
COUNTY ADMIN FEES	-8,162		
ALESHIRE & WYNDER	-79,931		
BARBARA HOLOWATY	-14,885		
BELL CANYON ASSOCIATION	-1,866		
BCCC RENT	-3,294		
EVENTS-BRADLEY RENTAL SERVICES	-1,006		
CALABASAS PRINTING	-766		
EVENTS-CALGROVE RENTALS	-557		
CALIF SPECIAL DISTRICTS	-2,205		
DELUXE BUSINESS CHECKS	-511		
DENNIS ZINE - REIMBS	-287		
DENNIS ZINE - PAYROLL (NET)	-16,223		
EADIE & PAYNE (AUDITOR)	-15,530		
ELECTIONS DIVISION	-2,132		
EMPLOYMENT DEVELOPMENT DEPT - PAYROLLTAX	-889		
EVENTS MADE-4U - EVENT EXP	-576		
GREG MCHUGH - PAYROLL-GEN'L MGR (NET)	-10,895		
GREG MCHUGH-PAYROLL-MGMT ANALYST (NET)	-2,655		
GREG MCHUGH - REIMB EXP	-957		
IRS-PAYROLL TAX	-9,573		
EVENTS-JEFFREY ALFREDO PEREZ	-850		
EVENTS-LOLA MERINO	-315		
EVENTS-MICHAEL MIRTH	-54		
MICHAEL ROBKin-EVENT REIMB	-439		
EVENTS-MILES LEWIS	-1,000		
EVENTS-MOVIN ON UP PRODUCTIONS	-438		
MUSICK, PEELER & GARRETT LLP	-10,650		
EVENTS-NORA YESSAYAN	-850		
EVENTS-PIP PRINTING	-414		
RICHARD LEVY - REIMBS	-934		
EVENTS-ROSEMERY SOLORZANO	-850		
EVENTS-SAMANTHA BECKER-REIMBS	-424		
SPECIAL DISCTRICK RISK MGMT AUTHORITY	-7,520		
EVENTS-SPECIAL EVENT PROZ	-13,234		
STREAMLINE (WEBSITE)	-1,200		
EVENTS-SWANK MOTION PICTURES	-755		
THE HARTFORD	-484		
UNITED SITE SERVICE	-6,636		
VENTURA CO SPECIAL DISTRICTS	-354		
WASTE MANAGEMENT	-493,522		
UNION BANK VISA - LEVY	-16,860		
UNIN BANK VISA - ZINE	-134		
WELLS FARGO VISA-MCHUGH	-1,258		-732,075
BELL CANYON FIRE SAFE COUNCIL	-23,256		
CAL FIRE DEPOSIT	8,201		
NON-INCOME DEPOSITS:			
SDRMA - INSURANCE REFUND	795		
PIP PRINTING-REFUND	85		
TOTAL CHECKS WRITTEN - JULY-JUNE	-\$746,250		
TOTAL CASH ON HAND @ JUNE 30, 2023			\$1,953,504

6/30/2023

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BELL CANYON COMMUNITY SERVICES DISTRICT - BANK DEPOSITS						
TYPE	INSTITUTION	MATURITY	AMOUNT	CURRENT	INTEREST	
				MARKET VALUE	RATE	
Checking Account	Wells Fargo #7543	N/A	\$ (11,758.38)	\$ (11,758.38)	0.00	
Investment Sweep	Wells Fargo #7543	N/A	\$ 403,566.26	\$ 403,566.26	4.95	
Checking	US Bank #3834 -was Union Bank	N/A	\$ 1,047,529.82	\$ 1,047,529.82	0.00	
Investment	Wells Fargo #6605	11/30/2023	\$ 514,166.00	\$ 514,166.00	4.940	
Petty Cash			\$ 0.56	\$ 0.56		
			\$ 1,953,504.26	\$ 1,953,504.26		

VEHICLE LOG BOOK

SUV

Name: _____ Employee No: _____

Log for the month of _____ Vehicle Type: CHRY TAHOE Vehicle Registration: _____

Date the journey Began	Date the journey Ended	Odometer Reading Start	Odometer Reading Finish	Travelled	Purpose of the Journey	Date of Entry	Name of the Driver	Name of person making entry	Signature of person making entry
5/24/23	5/24			22	TRASH PATROL	5/24	Bardem	Bardem	Bardem
6/1/23	6/1			22	"	6/1	"	"	"
6/7	6/7			22	"	6/7	"	"	"
6/14	6/14			22	"	6/14	"	"	"
6/21	6/21			22	"	6/21	"	"	"
6/28	6/28			22	"	6/28	"	"	"
7-4	7-4			8	EVAC	7-4	RICHARD	R	R
7/6	7/6			22	TRASH PATROL	7/6	Bardem	Bardem	Bardem
7/12	7/12			22	"	7/12	"	"	"
7/26	7/26			22	"	7/26	"	"	"

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AUTHORISED BY: _____ Name: _____ Signature: _____ Date: _____



BELL CANYON COMMUNITY SERVICES DISTRICT
30 HACKAMORE LANE
BELL CANYON, CALIFORNIA 91307

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MINUTES OF BELL CANYON CSD REGULAR MEETING ON MAY 22, 2023

In accordance with Government Code Section 54954, Notice is hereby given that the Board of Directors of the Bell Canyon Community Services District held a Regular meeting at 7:00PM on May 22, 2023, to consider those items set forth in the posted agenda, except in accordance with Government Code Section 54954.2(b). Please note that the Board reserved the right to modify the order (listed in the agenda) in which items were heard.

1. Call to Order and Roll Call: The meeting commenced at 7:02 PM. Directors present were Judy Lantz, Richard Levy, Peter Machuga (Vice President), and Michael Robkin (President). Eric Wolf was absent. Also present was Pam Lee, BCCSD Counsel, and Gregory McHugh, Interim General Manager.

2. Pledge of Allegiance

3. Open Forum/Comments.

Geoff Abadee - 1) PRA's for Judy Lance produced some document but he did not see all of them. 2) PRA for his attorney behind but understandable.

4. Public comment on Agenda items:

None.

5. BUSINESS ITEMS

5A. Trash cans and litter.

Discussion of problem with food waste being left in overfilled cans where the lids do not fully shut, and issues with public nuisance of attracting animals and vermin and creating litter on street.

The Board discussed and the asked that Waste Management (WM) send an educational letter to the residents. IF WM won't, we should. The issue becomes littering which is an HOA issue. Ask Barbara to document litter she observes when doing trash patrol.



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5B. Financial Report and 2023-2024 Proposed Preliminary budget

G. McHugh reviewed the financial reports including the existing budget and forecast from the agenda packet and answered questions from the Board.

Peter noted that when the HOA vacates that portion of our office they are occupying, we should remove their security camera and install our own.

Mr. McHugh was directed to ask Wells Fargo Bank about moving money to different accounts.

P. Machuga moved that the budget be amended to match the forecast. M. Robkin seconded the motion. The motion passed as follows:

Ayes: J. Lantz, R. Levy, P. Machuga, R. Robkin

Noes:

Abstain:

Absent: E. Wolf

5C. Job openings status update:

a. PRA Analyst, new position.

The need for a part-time PRA Analyst was discussed due to volume of PRA requests exceeding available hours of very part-time personnel.

P. Machuga moved that the Interim General Manager develop a job description and compensation recommendation for the Board. M. Robkin seconded the motion. The motion passed as follows:

Ayes: J. Lantz, R. Levy, P. Machuga, R. Robkin

Noes:

Abstain:

Absent: E. Wolf

b. Recreation Coordinator.

Update by Interim General Manager. Four candidates identified. Three interviewed. One withdrew and was not fully interviewed.



BELL CANYON COMMUNITY SERVICES DISTRICT
30 HACKAMORE LANE
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- c. Recreation Advisory Committee.
Update by Interim General Manager. One candidate. One candidate interviewed.

5D. IT Update

- a. Web Site.
Web site now uses the domain bellcanyoncsd.ca.gov and an SSL Certificate is in place.
- b. Email.
Email being set up for all directors and employees.

Directors emails will be in the format:
firstname.lastname@bellcanyoncsd.ca.gov. For employees, titles will be used such as general.manager@bellcanyoncsd.ca.gov or departments such as accounting@bellcanyoncsd.ca.gov.

5E. 2021-2022 Audit results.

G.McHugh reviewed the audit results with the Board. See agenda packet.

R. Levy moved that the audit report be received and filed. M. Robkin seconded. The motion passed as follows:
Ayes: J. Lantz, R. Levy, P. Machuga, R. Robkin
Noes:
Abstain:
Absent: E. Wolf

5F. Resolution to empower President to speak on behalf of CSD from time-to-time.

Resolution 23-14 was reviewed by the Board. See agenda packet. This resolution delegates authority to the Board President to represent the Board of Directors and the District at official events and ceremonies and to speak on behalf of the Board of Directors and the District from time to time in his/her official capacity, as noted, at public events and in public forums.

R. Levy moved that Resolution 23-14 be accepted. P. Machuga seconded. The motion passed as follows:



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BELL CANYON, CALIFORNIA 91307

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Ayes: J. Lantz, R. Levy, P. Machuga, R. Robkin
Noes:
Abstain:
Absent: E. Wolf

5G. Prior Meeting Minutes.

Review and approve minutes of the March 27 regular meeting. See agenda packet.

The Board did not vote on this item.

5H. Credit Card Log.

The board reviewed the credit card logs. See agenda packet.

5I. SUV Log.

The Board reviewed the SUV log. See agenda packet.

5J. Clean Up Day.

Next clean-up day is on Saturday, June 3, 9AM – 1PM. Hazardous waste, electronics waste, trash, bulk items, garden and tree clippings, and document shredding. See agenda packet for details.

5K. Resolution on Board of Directors Compensation.

Consider whether to accept or forego compensation of \$100 for each meeting of the Board for FY 2023-2024. In prior years the Board has NOT accepted any compensation for meetings. See agenda packet.

R. Levy moved that Resolution 23-15 stating that the Board would decline receiving any compensation be accepted. P. Machuga seconded the motion. The motion passed as follows:

Ayes: J. Lantz, R. Levy, P. Machuga, R. Robkin
Noes:
Abstain:
Absent: E. Wolf

5L. Projector and screen for movie nights.

The Board discussed purchase of a projector and screen for movie

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BELL CANYON COMMUNITY SERVICES DISTRICT
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nights. G, McHugh answered questions. Movie nights cost \$2500-\$2700. Much of that is the cost of renting the projector and screen. The Interim General manager was directed to explore purchasing a system and bringing a recommendation to a future meeting (June 5 if possible).

6. Reports

6A. Report from Interim General Manager

Report on various BCCSD matters and/or respond verbally to questions or comments from the prior meeting.

None

6B. Board of Directors Communications / Committee Reports / Meeting Reports

Report on various matters of BCCSD community interest, including reports concerning committees on which the Directors serve and reports on meetings/conferences attended.

None

7. The next meeting

A Special meeting is scheduled for Monday, June 5.
The next regular meeting on Monday, June 26, is cancelled.
The Regular meeting on Monday, July 24, is cancelled.
A Special meeting is scheduled for Monday, July 31.

Note: Sarah Berman asked why the regular meeting was cancelled. M. Robkin replied due to vacations.

8. Adjournment

The meeting was adjourned at 8:20 PM.



BELL CANYON COMMUNITY SERVICES DISTRICT
30 HACKAMORE LANE
BELL CANYON, CALIFORNIA 91307

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MINUTES OF BELL CANYON CSD SPECIAL MEETING ON JUNE 19, 2023

In accordance with Government Code Section 54954, Notice is hereby given that the Board of Directors of the Bell Canyon Community Services District held a Special meeting at 7:00PM on June 19, 2023, to consider those items set forth in the posted agenda, except in accordance with Government Code Section 54954.2(b). Please note that the Board reserved the right to modify the order (listed in the agenda) in which items were heard.

1. Call to Order and Roll Call: The meeting commenced at 7:00 PM. Directors present were Judy Lantz, Peter Machuga (Vice President), Richard Levy, and Eric Wolf. Michael Robkin (President) was absent. Also present was Pam Lee, BCCSD Counsel and Gregory McHugh, Interim General Manager.

2. Pledge of Allegiance

3. Public Comment on agenda items

- None

3. FY 23-24 Budget Discussion

- Greg McHugh reviewed the budget and answered questions. Judy arrived at 7:05 PM.
- E. Wolf moved to approve the Preliminary FY 23-24 Budget. R. Levy seconded. The motion passed as follows:
Ayes: J. Lantz, R. Levy, P. Machuga, E. Wolf
Noes:
Abstain:
Absent: M. Robkin

4. Schedule Budget Hearing to adopt FY 23-24 Budget

- J. Lantz moved that the Budget Hearing be held on July 24, 2023. P. Machuga seconded. The motion was passed as follows:
Ayes: J. Lantz, R. Levy, P. Machuga, E. Wolf
Noes:
Abstain:
Absent: M. Robkin



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5. Adjournment

Meeting was adjourned at 7:45 PM

Note: There was a disturbance during the meeting where a member of the audience committed alleged vandalism against a cell phone owned by a board member that was recording the meeting. The audience member called the Ventura County Sheriff. Upon arrival the Sheriff's Deputy spoke with them and with the Board members still present.

California Government Code Section 54953.5 specifically provides that anyone may record a public meeting unless they cause noise, illumination, or obstruction of view that constitutes, or would constitute, a persistent disruption of the proceedings.



BELL CANYON COMMUNITY SERVICES DISTRICT
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MINUTES OF BELL CANYON CSD REGULAR MEETING ON JULY 24, 2023

In accordance with Government Code Section 54954, Notice is hereby given that the Board of Directors of the Bell Canyon Community Services District held a Regular meeting at 7:00PM on July 24, 2023, to consider those items set forth in the posted agenda, except in accordance with Government Code Section 54954.2(b). Please note that the Board reserved the right to modify the order (listed in the agenda) in which items were heard.

1. Call to Order and Roll Cal: The meeting was called to order at 7:24 PM. Directors present were Judy Lantz, Richard Levy, Peter Machuga (Vice President), Michael Robkin (President), and Eric Wolf. Also present was Gregory McHugh, Interim General Manager. Pam Lee, BCCSD Counsel, was present by phone.

2. Pledge of Allegiance

3. Open Forum on proposed FY 23-24 Event Budget

Sarah Berman stated she was concerned about the event budget. Do we have to open our doors to outsiders (non-residents) for these events? Michael to research.

Judy Lantz read a statement to be included in the minutes. A copy is attached to these minutes.

4. Event budget review. See Agenda Packet

S. Becker reviewed the event budget for FY 23-24 and answered questions from the Board. The requested event budget was \$51,500.

E. Wolf moved that the requested event budget be approved for \$51,500.

R. Levy seconded the motion. There was discussion regarding cleanup and E. Wolf amended his motion to approve an event budget of \$56,500.

R. Levy seconded the motion. The motion passed as follows:

Ayes: R. Levy, P. Machuga, M. Robkin, E. Wolf

Noes: J. Lantz

Abstain:



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5. Open Forum on FY 23-24 proposed budget (excluding Event Budget)

None

6. Open Forum/Comments.

Sarah Berman requested an agenda item at the next regular meeting to discuss the dates and times of CSD meetings. She also has a document she wants to share. She reminded us that July 25 is the 19th anniversary of the establishment of the BCCSD.

There was also a question about detail on the Halloween budget. G. McHugh said it would be posted on the web site (was subsequently posted in the same location as the 7/24 agenda).

Nick Nikolic asked if Michael has done anything about someone addressing him in a vulgar manner.

7. Budget review (see agenda packet)

G. McHugh presented the proposed FY 23-24 budget. There was some discussion about the adequacy of the amount budgeted for a latent powers application to LAFCo.

J. Lantz made a motion to increase the latent power application line item to \$25,000. The motion was seconded by E. Wolf. The motion passed as follows:

Ayes: J. Lantz, R. Levy, P. Machuga, M. Robkin, E. Wolfe

Noes:

Abstain:

R. Levy moved that the FY 23-24 Budget be approved as amended. E. Wolfe seconded the motion. The motion passed as follows:

Ayes: J. Lantz, R. Levy, P. Machuga, M. Robkin, E. Wolfe

Noes:

Abstain:

A copy of the approved budget is attached to these minutes.



BELL CANYON COMMUNITY SERVICES DISTRICT
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8. The next meeting

A Special meeting is scheduled for Monday, July 31. The next regular meeting is August 28, 2023.

9. Adjournment

The meeting was adjourned at 7:58 PM.

Tonight is supposed to be our July Regular Meeting Combined with the CSD Budget Public Hearing

We agreed at the last June meeting that tonight would be the BCCSD regular monthly meeting. As stipulated in the BCCSD by-laws it should be held on the **4th Monday** of the month. I believe there was a motion to that effect; the recording of the meeting reflects it.

The meeting that is scheduled for January 31, 2023, a week from tonight, cannot be the regular meeting because it is the 5th Monday. It would have to be another illegal **Special Meeting**. There were agenda items proposed by residents for tonight's regularly scheduled meeting. I will ask Sarah Berman to address that.

I will not vote for the Budget as presented. We should be doing a lot of belt tightening. I have never agreed with the spending of tax-payer money on social events. We will have problems... since these events are private parties paid for by tax-payer money and not open to the public. That will be the next issue with Ventura just like use of funds to maintain and improve a private park in Bell Canyon that is not open to the public. If a segment of the community wants parties, let them pay for them.

We should budget more for applications for latent powers to provide those services that this CSD was established for.

Requesting that this memo be included in the minutes of this meeting.

Judy Lantz
Bell Canyon CSD Director

July 24, 2023.

Bell Canyon Community Services District
 FY23-24 Approved Budget

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Ordinary Income/Expense

Income

30100 · Property Tax Revenue	712,192
30200 · Interest Income	45,000
30300 · Income - Other	0
30509 · Income - Events	3,100

Total Income 760,292

Expense

40018 · Latent Power Application	25,000
40019 · Graffiti Abatement Services	1,000
40020 · Security Services	1,000
40000 · Administration	0
40002 · Cost of Elections	0
40003 · Outside Service/Consultants	8,000
40004 · Legal	25,000
40005-1 · Annual Certified Audit	16,500
40005 · Accounting	13,000
40006 · Insurance	8,000
40007 · Membership Dues	2,205
40009 · Miscellaneous	500
40011 · County Admin. Fees	8,282
40012 · LAFCO Fee	450
40014 · Commerical Trash Removal	519,000
40016 · CSD Vehicle Expenses	2,190
40017 · Restroom Maintenance	4,596
40500 · Office Supplies	750
40501 · Phone	360
40505 · Printing	3,000
40508 · Rent Expense	5,130
405091 · Clean Up Events	4,000
40510-1 · Meetings	500
40511 · Recreational Activities	56,500
41002 · Postage	2,000
42200 · Emergency Medical Services	0
42700 · Traffic Enforcement	64,000
44999 · GROSS WAGES	0
45000 · Wages-General Manager	33,600
45001 · Wages-Management Analyst	0
45002 · Wages - Recreation Coordinator	13,440
45003 · Wages - PRA Analyst	10,800

