



Cabazon Water District
14618 Broadway Street • P.O. Box 297
Cabazon, California 92230

FINANCE & AUDIT COMMITTEE MEETING

AGENDA

Meeting Location:
Cabazon Water District Office
14618 Broadway Street
Cabazon, California 92230

Meeting Date:
Monday, October 14, 2019 – 5:00 PM

CALL TO ORDER,
PLEDGE OF ALLEGIANCE,
ROLL CALL
FINANCE & AUDIT COMMITTEE

1. Discussion: Finance & Audit Committee Report
 - Balance Sheet
 - Profit and Loss Budget Comparison
2. Finance & Audit Committee District Payables Review and Approval/Signing

PUBLIC COMMENT

Any person may address the Board of Directors at this time on any matter within the subject matter jurisdiction of the Cabazon Water District; however, any matter that requires action will be referred to staff for investigation and reported at a subsequent Board of Directors meeting. The Board of Directors is prohibited by law from discussing or taking immediate action on items during this public comment period. To comment on specific agenda items, please advise the Board secretary prior to the meeting. **Each public comment will be limited to three (3) minutes. Individuals may not give their time away to another spokesperson. After two (2) minutes, the speaker will be notified that he/she has one (1) minute remaining. AB 1234 ORAL REPORTS (Gov. Code Sec. 53232.3(d))**

ADJOURNMENT

ADA Compliance Issues

In compliance with the Americans with Disabilities Act & Government Code Section 54954.2, if special assistance is needed to participate in a Board meeting, please contact the Clerk of the Board at (951) 849-4442. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting.



Cabazon Water District
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Cabazon, California 92230

REGULAR BOARD MEETING

AGENDA

Meeting Location:
Cabazon Water District Office
14618 Broadway Street
Cabazon, California 92230

Meeting Date:
October 14, 2019 – 6:00 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

REMEMBRANCE OF OUR SERVICE MEN AND WOMEN

ROLL CALL

CONSENT CALENDAR

All matters in this category are considered to be consistent with the Board/District goals, District Policies and Regulations adopted and/or approved by the Board of Directors, and will be enacted in one motion. There will be no separate discussion of these items. If discussion is required, items may be removed from the consent calendar and will be considered separately.

1. **Approval of:**
 - a. Finance and Audit Committee Meeting Minutes and Warrants approved by the committee
September 17, 2019
 - b. Regular Board Meeting Minutes and Warrants of September 17, 2019
2. **Warrants – None**
3. **Awards of Contracts – None**

UPDATES

1. **Update:** San Gorgonio Pass Regional Water Alliance Update
(by Director Davis)
2. **Update:** Manager's Operations Report
(by GM Louie)

NEW BUSINESS

OLD BUSINESS

1. **Discussion/Action:** Customer Concern: Victor Bustos, Los Victors Restaurant. Monthly Meter Charge inquiry.
2. **Discussion/Action:** Fire Suppression System Installation and Meter Charges (by Director Lynk)
3. **Discussion:** Sustainable Groundwater Management Act (SGMA) Update (by GM Louie)

Prop 1 IRWM Implementation Grant Program Pre-application Workshop updates.

SGP GSP Kickoff meeting updates.

4. **Discussion/Action:** Audio Sound System Bid (by General Manager Louie)

Props AV Audio Visual FX – Michael Betancourt
945 E. 6th Street, Beaumont, CA 92223
(Estimated \$12k to \$15k)

PUBLIC COMMENTS

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GENERAL MANAGER/BOARD COMMENTS

1. **Future Agenda Items**

The Board Chair or the majority of the Board may direct staff to investigate and report back to an individual(s) and the Board on matters suggested or direct the General Manager/Board Secretary to place the matter on a future Board meeting.

- Suggested agenda items from the Public.
- Suggested agenda items from Management.
- Suggested agenda items from Board Members.

2. **Management Comments**

Staff members may speak on items of information not requiring comment or discussion to the Board and public. Topics which may be included on a future meeting agenda may be presented but cannot be discussed. (3 minutes)

3. Board Member Comments

Board members may speak on items of information not requiring comment or discussion to the Board and public. (3 minutes)

MISCELLANEOUS

1. Future Board Items/Next Board Meeting Date(s)

- a. Finance & Audit Workshop – Tuesday – November 19, 2019, 5:00 pm
- b. Regular Board Meeting – Tuesday – November 19, 2019, 6:00 pm
- c. Personnel Committee – None
- d. San Geronio Pass Regional Water Alliance – Alliance Meeting – Wednesday – October 23, 2019

ADJOURNMENT

ADA Compliance Issues

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Cabazon Water District
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FINANCE & AUDIT COMMITTEE MEETING

MINUTES

Meeting Location:
Cabazon Water District Office
14618 Broadway Street
Cabazon, California 92230

Meeting Date:
Tuesday, September 17, 2019 – 5:00 PM

CALL TO ORDER,
PLEDGE OF ALLEGIANCE,
ROLL CALL
FINANCE & AUDIT COMMITTEE

Director Wargo - Present
Director Israel – Present

Calvin Louie (General Manager) - Absent
Elizabeth Lemus, Board Secretary - Present
Cindy Byerrum, Financial Consultant - Absent

***Note: This meeting was recorded by the District -**

1. Discussion: Finance & Audit Committee Report

- Balance Sheet
- Profit and Loss Budget Comparison

Balance Sheet:

- The District's combined Cash with Chase and LAIF balance was \$961,629 at month end.
- The District's total liabilities were approximately \$1.03 million at month end.

Profit and Loss:

- Line 4 Commodity Sales: This is the variable income from charges linked to the consumption of water. YTD is trending at 22% due to increased water usage in the summer months.

- Line 15 Cell Tower Lease Income: YTD is at 25% due to timing of Tower Lease Revenues – September revenue received in August.
- Line 39 Meters: YTD is at 46% due to purchase of 40 5/8" meters from Zenner Performance in August.
- Line 62 Computer Services: YTD is at 19% due to \$1.5K invoice from CUSI for Web Integration - Online Payments System losing Microsoft Support.
- Line 78 Other Fees/SWRCB: YTD is at 34% due to timing of Riverside County Fees. Blanket Encroachment Permit (\$2K) & Annual LAFCO fees were paid in July.
- Line 80 Shop Supplies & Small Tools: YTD is at 31% due to \$1.4K purchase of welding supplies & tools.

- As of August 31st, the fiscal year-to-date net income is \$72,152.

2. Finance & Audit Committee District Payables Review and Approval/Signing

PUBLIC COMMENT

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ADJOURNMENT

Motion to adjourn at 17:07 hr. made by Director Israel and 2nd by Director Wargo.

Director Wargo - Aye

Director Israel - Aye

Meeting adjourned at 17:07 hr. on Tuesday, September 17, 2019

Robert Lynk, Board Chair
Board of Directors
Cabazon Water District

Elizabeth Lemus, Secretary
Board of Directors
Cabazon Water District

ADA Compliance Issues

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Cabazon Water District
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**REGULAR BOARD MEETING
MINUTES**

Meeting Location:
Cabazon Water District Office
14618 Broadway Street
Cabazon, California 92230

Meeting Date:
September 17, 2019 – 6:00 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

REMEMBRANCE OF OUR SERVICE MEN AND WOMEN

ROLL CALL

Director Martin Sanderson - Present
Director Maxine Israel - Present
Director Sarah Wargo - Present
Director Alan Davis - Present
Director Robert Lynk - Absent

Calvin Louie, General Manager - Present
Elizabeth Lemus, Board Secretary - Present
Cindy Byerrum, Financial Consultant - Absent
Steve Anderson, Best Best & Krieger Law Firm - Absent
Joseph Ortiz, Best Best & Krieger Law Firm - Absent

Note: This meeting was recorded by the District -

CONSENT CALENDAR

All matters in this category are considered to be consistent with the Board/District goals, District Policies and Regulations adopted and/or approved by the Board of Directors, and will be enacted in one motion. There will be no separate discussion of these items. If discussion is required, items may be removed from the consent calendar and will be considered separately.

1. Approval of:
 - a. Finance and Audit Committee Meeting Minutes and Warrants approved by the committee August 20, 2019
 - b. Regular Board Meeting Minutes and Warrants of August 20, 2019
2. Warrants – None
3. Awards of Contracts – None

Motion to approve following consent calendar item(s) (a.) Finance and Audit Committee Meeting Minutes of (a) August 20, 2019, and (b.) Regular Board Meeting Minutes of August 20, 2019, made by Director Israel and 2nd by Director Wargo.

Director Sanderson - Aye
Director Israel - Aye
Director Wargo - Aye
Director Davis - Aye
Director Lynk - Absent

UPDATES

1. Update: San Gorgonio Pass Regional Water Alliance Update
(by Director Davis)
2. Update: Manager's Operations Report
(by GM Louie)

NEW BUSINESS

1. Discussion/Action: **Customer Concern: Victor Bustos, Los Victors Restaurant. Monthly Meter Charge inquiry.**

Mr. Bustos expressed his concerns that the monthly meter charge for a 1½" meter was very high.

Director Wargo requested that District staff review and present during the Oct. Board Meeting what other businesses that have a 1" and 1½" meter are using for water usage, etc. for the last 6 months.

It was also explained that if a meter downsize was requested, Mr. Bustos would need to hire an engineering firm to ascertain whether a smaller meter would suffice for the property/fire flow/fire suppression system. The District cannot simply downgrade the meter due to liability purposes.

Motion to table this item until water usage and monthly bill comparisons are reviewed from other Cabazon businesses with 1" and 1½" meters for the last 6 months made by Director Wargo and 2nd by Director Davis.

Director Sanderson - Aye
Director Israel - Aye
Director Wargo - Aye
Director Davis - Aye

Director Lynk - Absent

2. Discussion: Southern California Edison – Public Safety Power Shutoff (PSPS) (by General Manager Louie)

Briefing: Electric power interruption during high winds in high fire risk areas. How will this adverse effect late evening and early morning water production?

GM Louie stated that he would continue to monitor the PSPS for the rest of the year, and may recommend in 2020 that additional generator(s) be purchased for the other District wells in the event of an emergency. This was more of an informational item.

3. Discussion/Action: Legend Pump and Well and Rubicon tank inspection/cleaning bids. Award of contract.

Legend Pump and Well (approx. \$51k), and Bakersfield Well and Pump (approx. \$87k) both submitted bids to repair Well #1.

Tank Service (Rubicon) submitted a bid to clean/inspect/repair Tank #1. They provided three different options, but option b. for approx. \$105k was recommended by GM Louie.

It was discussed that typically tanks are cleaned/inspected/repared once every 8 years. It has been over 8 years since Tank #1 has been cleaned/inspected/repared, so it is well overdue.

The Well #1/Tank #1 repairs were not originally anticipated, and therefore do not have a "placeholder" in the current budget, but there are funds in LAIF to cover the expenses.

Motion to approve an award of contract to Legend Pump and Well Quote for \$50,816.00 for Well #1 repair made by Director Israel and 2nd by Director Sanderson.

Director Sanderson - Aye
Director Israel - Aye
Director Wargo - Aye
Director Davis - Aye
Director Lynk - Absent

Motion to approve an award of contract to Rubicon Tank Service (Quote # 19-339) option (b.) \$105,250.00 brush-blast and top coat, repair/cleaning/inspection for Tank #1 made by Director Israel and 2nd by Director Sanderson.

Director Sanderson - Aye
Director Israel - Aye
Director Wargo - Aye
Director Davis - Aye
Director Lynk - Absent

OLD BUSINESS

1. Discussion/Action: Fire Suppression System Installation and Meter Charges (by Director Lynk)

Because Mr. Lynk was not present, the Board decided to table this item for the Oct. Board Meeting.

Motion to table this item made by Director Israel and 2nd by Director Sanderson.

Director Sanderson - Aye
Director Israel - Aye
Director Wargo - Aye
Director Davis - Aye
Director Lynk - Absent

2. Discussion/Action: Carol's Kitchen – Corporate Sponsorship Petition (by GM Louie)

Because the goals of Carol's Kitchen are different than those of the District's (One is to end hunger, while the other is to provide potable water service), legal advised that due to this, the District would not be able to assist Carol's kitchen as requested.

Motion to deny Carol's Kitchen Corporate Sponsorship Petition made by Director Israel and 2nd by Director Sanderson.

Director Sanderson - Aye
Director Israel - Aye
Director Wargo - Aye
Director Davis - Aye
Director Lynk – Absent

***Note: A short break was called from 18:53 hr. to 19:01 hr., when the meeting resumed.**

3. Discussion: District Liability for Directors and Staff Traveling on Approve Events (by GM Louie)

District's Legal essentially provided an informational brief that as long as the District had the appropriate insurance, and as long as the vehicles, etc. had insurance, the District had the option of allowing Directors/Staff to travel on approved District events via private or personal means (e.g. rental car or personal vehicle).

4. Discussion: Sustainable Groundwater Management Act (SGMA) Update (by GM Louie)

Prop 1 IRWM Implementation Grant Program Pre-application Workshop updates.

Two upcoming Sacramento events: Tuesday, September 24, 2019, and Wednesday, October 16, 2019.

Director Israel and Director Davis, respectively, volunteered to attend these meetings.

SGP GSP Kickoff meeting updates.

5. Discussion/Action: Audio Sound System Bid (by General Manager Louie)

Props AV Audio Visual FX – Michael Betancourt
945 E. 6th Street, Beaumont, CA 92223
(Estimated \$12k to \$15k)

No bids have come through yet, but the GM is trying to obtain additional bid(s).

No motion was made, but it was the consensus that this item be tabled. No objections were voiced by either Board or public.

Late Breaking Item:

Because there is an anticipated Sacramento Meeting on Wednesday, October 16, 2019, in which a District Director and potentially District staff may attend, it was decided that the October Board Meeting should be rescheduled as to allow traveling members to make it to Sacramento in time.

Motion to reschedule the October 2019 FAC and Regular Board meeting from Tuesday, October 15, 2019 to Monday, October 14, 2019, maintaining the same meeting times (5:00 pm for the FAC Meeting and 6:00 for the Regular Meeting) made by Director Israel and 2nd by Director Sanderson.

Director Sanderson - Aye
Director Israel - Aye
Director Wargo - Aye
Director Davis - Aye
Director Lynk – Absent

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MISCELLANEOUS

1. Future Board Items/Next Board Meeting Date(s)

- a. Finance & Audit Workshop – Monday – October 14, 2019, 5:00 pm
- b. Regular Board Meeting – Monday – October 14, 2019, 6:00 pm
- c. Personnel Committee – None
- d. San Geronio Pass Regional Water Alliance – Alliance Meeting – Wednesday – October 23, 2019

ADJOURNMENT

Motion to adjourn at 19:27 hr. made by Director Israel and 2nd by Director Sanderson.

Director Sanderson - Aye
Director Israel - Aye
Director Wargo - Aye
Director Davis - Aye
Director Lynk – Absent

Meeting adjourned at 19:27 hr. on Tuesday, September 17, 2019

Robert Lynk, Board Chair
Board of Directors
Cabazon Water District

Elizabeth Lemus, Secretary
Board of Directors
Cabazon Water District

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Cabazon Water District

Profit & Loss

September 2019

	Sept. 2019	Current YTD	FY 19/20 Budget	YTD (25%)
1 REVENUES				
2 OPERATING INCOME				
3 Base Rate - Water Bills	\$ 71,300	\$ 217,769	\$ 889,300	24%
4 Commodity Sales	37,803	109,698	320,600	34%
5 DHPO Contract	17,240	54,548	211,700	26%
6 Fire Sales - Water Bills	439	1,317	3,900	34%
7 Penalty Fees - Water Bills	4,667	14,231	44,900	32%
8 New Account Fees - Water Bills	215	340	1,800	19%
9 Returned Check Fees	60	120	400	30%
10 Basic Facilities Fee	-	-	18,900	0%
11 Stand By Fees - Tax Revenue	-	-	113,600	0%
12 TOTAL OPERATING INCOME	132,130	398,428	1,605,100	25%
13 NON-OPERATING INCOME				
14 Property Taxes	-	86	60,900	0%
15 Cell Tower Lease Income	-	6,262	25,100	25%
16 Misc. Non-Operating Income	5,955	6,323	-	0%
17 Interest Income	594	1,648	19,300	9%
18 TOTAL NON-OPERATING INCOME	6,549	14,319	105,300	14%
19 TOTAL REVENUES	138,679	412,747	1,710,400	24%
20 EXPENSES				
21 PAYROLL				
22 Directors Fees	1,400	2,500	20,000	13%
23 Management & Customer Service				
24 Customer Accounts	4,445	12,925	52,100	25%
25 Business Admin Manager	7,354	17,195	74,700	23%
26 General Manager	7,312	20,637	95,600	22%
27 Total Management & Customer Service	19,111	50,757	222,400	23%
28 Field Workers	13,392	41,281	168,300	25%
29 Employee Benefits Expense				
30 Workers Comp.	912	2,737	6,200	44%
31 Employee Health Care	20	22,299	67,000	33%
32 Pension	6,477	18,729	78,300	24%
33 Total Employee Benefits Expense	7,409	43,765	151,500	29%
34 Payroll Taxes	2,601	7,815	33,200	24%
35 TOTAL PAYROLL	43,914	146,117	595,400	25%

Cabazon Water District

Profit & Loss

September 2019

		FY 19/20			
		Sept. 2019	Current YTD	Budget	YTD (25%)
36	OPERATIONAL EXPENSES				
37	Facilities, Wells, T&D				
38	Lab Fees	221	1,260	8,700	14%
39	Meters	-	50	4,700	1%
40	Utilities - Wells	13,550	22,694	124,000	18%
41	Line R&M Contractor	-	-	12,500	0%
42	Line R&M Materials	592	6,442	60,000	11%
43	Well Maintenance	465	3,698	37,000	10%
44	Security	1,319	4,600	24,800	19%
45	Grant Writing Services	-	-	10,000	0%
46	Engineering Services	19,417	23,093	46,500	50%
47	Facilities, Wells, T&D - Other	45	610	12,400	5%
48	Total Facilities, Wells, T&D	35,608	62,653	340,600	18%
49	Utilities - Office				
50	Electricity	1,695	5,408	19,000	28%
51	Gas	26	87	1,000	9%
52	Telephone	829	2,477	9,800	25%
53	Trash Pickup & Office Cleaning	369	1,106	4,500	25%
54	Total Utilities - Office	2,919	9,079	34,300	26%
55	Office Expenses				
56	Water Billing System	177	532	2,100	25%
57	Supplies & Equipment	109	728	9,900	7%
58	Copier Lease & Printing Supplies	577	1,051	6,000	18%
59	Dues & Subscriptions	-	208	4,900	4%
60	Postage	614	2,092	7,900	26%
61	Printing & Publications	54	179	6,200	3%
62	Computer Services	2,702	9,766	36,800	27%
63	Office Storage	500	1,500	6,100	25%
64	Air Conditioning Servicing	418	1,254	4,900	26%
65	CA Water Systems Alliance	208	625	2,500	25%
66	Office Expenses - Other	434	586	2,900	20%
67	Total Office Expenses	5,879	18,607	90,200	21%
68	Support Services				
69	Financial Audit	3,020	4,270	22,500	19%
70	Accounting	-	9,266	35,000	26%
71	Legal Services	11,585	26,572	52,000	51%
72	Bank Service Charges	61	166	700	24%

Cabazon Water District

Profit & Loss

September 2019

		FY 19/20			
		Sept. 2019	Current YTD	Budget	YTD (25%)
73	Payroll Service	326	1,126	4,700	24%
74	Website Support	300	300	900	33%
75	General Liability Insurance	1,962	5,886	23,400	25%
76	Total Support Services	17,254	50,454	139,200	36%
77	Training/Travel	1,578	5,514	26,400	21%
78	Other Fees/SWRCB	1,155	3,540	7,100	50%
79	Service Tools & Equipment				
80	Shop Supplies and Small Tools	210	2,919	8,700	34%
81	Vehicle Fuel	1,402	2,621	16,600	16%
82	Employee Uniforms	-	-	1,800	0%
83	Safety	-	-	500	0%
84	Tractor Expenses	-	177	7,500	2%
85	Equipment Rental	-	-	2,000	0%
86	Service Trucks - R&M	113	828	14,200	6%
87	Water Ops Phone & Internet	194	588	2,400	25%
88	Total Service Tools & Equipment	1,919	7,135	55,700	13%
89	NON-OPERATING EXPENSES				
90	Grant & Loan Processing Fee	-	-	1,400	0%
91	DWR Interest Expense	-	-	9,100	0%
92	DHPO Interest Expense	4,174	4,174	7,900	53%
93	Bad Debt Expense	-	-	1,200	0%
94	Miscellaneous	107	115	1,100	10%
95	TOTAL NON-OPERATING EXPENSES	4,281	4,289	20,700	21%
96	TOTAL EXPENSES	114,507	307,389	1,309,600	23%
97	TOTAL INCOME BEFORE CAPITAL & GSA	24,172	105,358	400,800	26%
98	DHPO Capacity Credit	(1,750)	(5,250)	(21,000)	25%
99	CAPITAL PROJECTS				
100	Main Street Improvements (Icehouse Imp.)	-	-	(30,000)	0%
101	Meter Replacements & Other Capital	-	(2,133)	(22,000)	10%
102	New Vehicle Purchase	-	-	(37,000)	0%
103	TOTAL CAPITAL PROJECTS	-	(2,133)	(89,000)	2%
104	DEBT - PRINCIPAL				
105	Debt Service Principal - DWR	-	-	(39,600)	0%
106	Debt Service Principal - DHPO (Zion)	(40,423)	(40,423)	(80,800)	50%
107	TOTAL DEBT - PRINCIPAL	(40,423)	(40,423)	(120,400)	34%
108	SGMA / GSA	(4,558)	(7,959)	(60,000)	13%
109	NET INCOME / (LOSS)	\$ (22,559)	\$ 49,592	\$ 110,400	45%

No assurance is provided on these financial statements.

The financial statements do not include a statement of cash flows.

Substantially all disclosures required by accounting principles generally accepted in the United States are not included.

Cabazon Water District

Balance Sheet

September 30, 2019

Sept. 30, 19

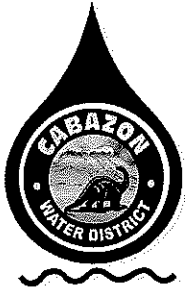
		<u>Sept. 30, 19</u>
1	ASSETS	
2	Current Assets	
3	Checking/Savings	
4	General Bank Account-Chase	\$ 133,339
5	Payroll Bank Account-Chase	85,467
6	Trust Account-Chase (Cust. Deposits)	10,469
7	Local Petty Cash	100
8	Total Checking/Savings	<u>229,375</u>
9	Accounts Receivable	221,716
10	LAIF	729,888
11	Bank of NY Trustee Accounts	74,164
12	Prepaid Expenses	15,800.11
13	Inventory Total	104,142
14	Total Other Current Assets	<u>1,145,711</u>
15	Total Current Assets	<u>1,378,410</u>
16	Fixed Assets	
17	Construction in Process	
18	CIP Cabazon Outlets Expansion	9,692
19	CIP Super Map	26,463
20	CIP 50100 Main St. Property	115,053
21	Total Construction in Process	<u>151,208</u>
22	Tools and Equipment	123,319
23	Source of Supply	1,552,226
24	Transmission & Distribution	10,316,395
25	Buildings & Structures	12,281
26	Water Treatment	8,800
27	Office Furniture and Equipment	71,808
28	Intangible Plant	11,032
29	Vehicles	114,728
30	Land	689,548
31	Accumulated Depreciation	<u>(5,672,996)</u>
32	Total Fixed Assets	<u>7,378,349</u>
33	TOTAL ASSETS	<u><u>\$ 8,756,758</u></u>
34	LIABILITIES & EQUITY	
35	Liabilities	
36	Current Liabilities	
37	Accounts Payable	\$ 48,192
38	Other Current Liabilities	
39	Customer Deposits - Co 1	5,423
40	Customer Deposits - Co 2	4,284
41	Total Customer Deposits	<u>9,708</u>
42	Accrued Vacation Pay	13,352
43	DWR-HS Payable - Current	39,550
44	Current Portion Zion's Bank Ln	80,847
45	Accrued Payroll	7,450

Cabazon Water District

Balance Sheet

September 30, 2019

		<u>Sept. 30, 19</u>
46	Accrued Payroll Taxes	554
47	Accrued Interest	4,449
48	Accrued Expenses	8,129
49	Employee Deductions	287
50	Total Other Current Liabilities	<u>164,327</u>
51	Total Current Liabilities	212,519
52	Long Term Liabilities	
53	DWR-H Loan Payable (Payoff '26)	278,950
54	Zion's Bank Long Term (2023)	254,898
55	RCEDA Loan Payable	300,000
56	Total Long Term Liabilities	<u>833,848</u>
57	Total Liabilities	<u>\$ 1,046,368</u>
58	Total Equity	<u>\$ 7,710,391</u>
59	TOTAL LIABILITIES & EQUITY	<u>\$ 8,756,758</u>



MEMORANDUM

DATE: September 17, 2019
TO: The Cabazon Water District Board of Directors
FROM: Ellie Lemus, Board Secretary
SUBJ: Customer Concern: Los Victors Restaurant
cc:

Dear Board of Directors,

On September 3, 2019, Mr. Victor Bustos came into the District office regarding his monthly water bills. He stated that they were very high, and that his water usage is not that much. He expressed concerns regarding being able to pay the monthly water bill.

Upon researching his account, his business' water meter size is a 1 ½", which has a monthly meter charge of \$280.46. Because it is a business, they are not charged a tiered rate, but are charged a flat rate of \$2.69 per every hundred cubic feet.

If Mr. Bustos is having trouble paying his monthly water bill, it might benefit him to inquire with the company he is leasing his property from to see if they might assist in paying part or all of the monthly water bill.

Enclosed is a copy of Mr. Busto's water account history.

Cabazon Water District
14618 Broadway Street
PO Box 297
Cabazon, CA 92230
www.cabazonwater.org

Bus. (951) 849-4442

Fax (951) 849 2519

Customer Transaction Summary

1 1/2"

Customer Information

Account No: 5-50920LVR
 LOS VICTOR RESTAURANT
 50920 SEMINOLE DR
 CABAZON, CA 92230-

Location Information

Location No: 2-20054
 50-920 SEMINOLE
 CABAZON, CA 92230

Date	Type	More Info	Reading	Usage	Prior Balance	Transaction Amount	Balance
01/10/2019	Misc - TAG				654.28	10.00	664.28
01/14/2019	Payment	CASH			664.28	-140.00	524.28
01/15/2019	Payment	CASH			524.28	-140.00	384.28
01/22/2019	Penalty				384.28	33.11	417.39
01/22/2019	Interest				417.39	4.98	422.37
01/30/2019	Charge	01/10/2019	15200	2200	422.37	339.64	762.01
02/14/2019	Misc - TAG				762.01	10.00	772.01
02/19/2019	Payment	CASH			772.01	-290.00	482.01
02/21/2019	Penalty				482.01	33.96	515.97
02/21/2019	Interest				515.97	6.36	522.33
02/25/2019	Payment	CASH			522.33	-70.00	452.33
02/28/2019	Charge	02/11/2019	17300	2100	452.33	336.95	789.28
03/14/2019	Misc - TAG				789.28	10.00	799.28
03/18/2019	Payment	CASH			799.28	-400.00	399.28
03/21/2019	Penalty				399.28	33.70	432.98
03/21/2019	Interest				432.98	5.08	438.06
03/27/2019	Charge	03/13/2019	19700	2400	438.06	345.02	783.08
04/11/2019	Misc - TAG				783.08	10.00	793.08
04/16/2019	Misc - TG2				793.08	10.00	803.08
04/16/2019	Misc - RCF				803.08	50.00	853.08
04/16/2019	Payment	CASH			853.08	-500.00	353.08
04/22/2019	Penalty				353.08	28.31	381.39
04/22/2019	Interest				381.39	4.25	385.64
04/30/2019	Charge	04/10/2019	22200	2500	385.64	347.71	733.35
05/15/2019	Misc - TAG				733.35	10.00	743.35
05/20/2019	Payment	CASH			743.35	-300.00	443.35
05/21/2019	Penalty				443.35	34.77	478.12
05/21/2019	Interest				478.12	5.22	483.34
05/30/2019	Charge	05/13/2019	25100	2900	483.34	358.47	841.81
06/13/2019	Misc - TAG				841.81	10.00	851.81
06/18/2019	Misc - TG2				851.81	10.00	861.81
06/18/2019	Payment	CASH			861.81	-500.00	361.81
06/18/2019	Misc - RCF				361.81	50.00	411.81
06/24/2019	Penalty				411.81	34.18	445.99
06/24/2019	Interest				445.99	5.13	451.12
06/27/2019	Charge	06/12/2019	27400	2300	451.12	342.33	793.45
07/15/2019	Misc - TAG				793.45	10.00	803.45
07/17/2019	Payment	CASH			803.45	-300.00	503.45
07/22/2019	Penalty				503.45	34.23	537.68
07/22/2019	Interest				537.68	5.76	543.44
07/24/2019	Payment	CASH			543.44	-150.00	393.44
07/31/2019	Charge	07/11/2019	29500	2100	393.44	336.95	730.39
08/01/2019	Misc - TAG				730.39	10.00	740.39
08/21/2019	Penalty				740.39	33.70	774.09
08/21/2019	Interest				774.09	10.19	784.28
08/21/2019	Payment	CASH			784.28	-200.00	584.28

Customer Transaction Summary

Customer Information

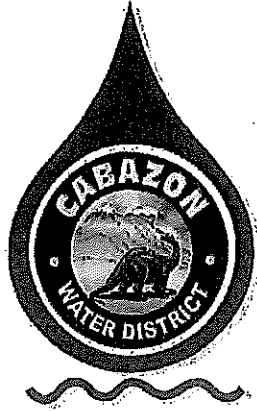
Account No: 5-50920LVR
 LOS VICTOR RESTAURANT
 50920 SEMINOLE DR
 CABAZON, CA 92230-

Location Information

Location No: 2-20054
 50-920 SEMINOLE
 CABAZON, CA 92230

Date	Type	More Info	Reading	Usage	Prior Balance	Transaction Amount	Balance
08/29/2019	Charge	08/12/2019	31800	2300	584.28	342.33	926.61
09/23/2019	Penalty				926.61	34.23	960.84
09/23/2019	Interest				960.84	12.34	973.18
09/30/2019	Charge	09/12/2019	33600	1800	973.18	328.88	1302.06

1 1/2"



Current Water Rates Effective December 1, 2018

Meter Size	Monthly Service Charge
5/8"	\$ 61.77
3/4"	\$ 89.10
1"	\$ 143.78
1-1/2"	\$ 280.46
2"	\$ 444.48
3"	\$ 881.88
4"	\$ 1373.94
6"	\$ 2740.80
Contract Customer	\$ 2025.45

Monthly Commodity Charge

Tier 1: 0-700 ft ³	\$1.39 per 100 cubic feet
Tier 2: 800-1,400 ft ³	\$3.04 per 100 cubic feet
Tier 3: Over 1,400 ft ³	\$4.42 per 100 cubic feet
Contract Customer	\$4.64 per 100 cubic feet

Customer Transaction Summary

Customer Information
 Account No: 2-20055CFM
 CALIFORNIA FOOD MANAGEMENT

Location Information
 Location No: 2-20055
 50-910 SEMINOLE-BURGERKING
 CABAZON, CA 92230

Date	Type	More Info	Reading	Usage	Prior Balance	Transaction Amount	Balance
01/14/2019	Payment	CHECK			438.63	-438.63	0.00
01/30/2019	Charge	01/10/2019	3508300	6500	0.00	455.31	455.31
02/11/2019	Payment	CHECK			455.31	-455.31	0.00
02/28/2019	Charge	02/11/2019	3513400	5100	0.00	417.65	417.65
03/11/2019	Payment	CHECK			417.65	-417.65	0.00
03/27/2019	Charge	03/13/2019	3518500	5100	0.00	417.65	417.65
04/08/2019	Payment	CHECK			417.65	-417.65	0.00
04/30/2019	Charge	04/10/2019	3524400	5900	0.00	439.17	439.17
05/13/2019	Payment	CHECK			439.17	-439.17	0.00
05/30/2019	Charge	05/13/2019	3533400	9000	0.00	522.56	522.56
06/10/2019	Payment	CHECK			522.56	-522.56	0.00
06/27/2019	Charge	06/12/2019	3542000	8600	0.00	511.80	511.80
07/08/2019	Payment	CHECK			511.80	-511.80	0.00
07/31/2019	Charge	07/11/2019	3551700	9700	0.00	541.39	541.39
08/12/2019	Payment	CHECK			541.39	-541.39	0.00
08/29/2019	Charge	08/12/2019	3561500	9800	0.00	544.08	544.08
09/09/2019	Payment	CHECK			544.08	-544.08	0.00
09/30/2019	Charge	09/12/2019	3566900	5400	0.00	425.72	425.72

1 1/2"

Customer Transaction Summary

Customer Information

Account No: 2-300CFC
VALERO

Location Information

Location No: 2-2013.5
300 FERN ST
CABAZON, CA 92230

Date	Type	More Info	Reading	Usage	Prior Balance	Transaction Amount	Balance
01/14/2019	Payment	CHECK			495.79	-495.79	0.00
01/30/2019	Charge	01/10/2019	382500	6100	0.00	444.55	444.55
02/14/2019	Payment	CHECK			444.55	-444.55	0.00
02/28/2019	Charge	02/11/2019	388200	5700	0.00	433.79	433.79
03/13/2019	Payment	CHECK			433.79	-433.79	0.00
03/27/2019	Charge	03/13/2019	393600	5400	0.00	425.72	425.72
04/18/2019	Payment	CHECK			425.72	-425.72	0.00
04/30/2019	Charge	04/10/2019	399200	5600	0.00	431.10	431.10
05/09/2019	Payment	CHECK			431.10	-431.10	0.00
05/30/2019	Charge	05/13/2019	406100	6900	0.00	466.07	466.07
06/11/2019	Payment	CHECK			466.07	-466.07	0.00
06/27/2019	Charge	06/12/2019	412700	6600	0.00	458.00	458.00
07/15/2019	Payment	CHECK			458.00	-458.00	0.00
07/31/2019	Charge	07/11/2019	420100	7400	0.00	479.52	479.52
08/12/2019	Payment	CHECK			479.52	-479.52	0.00
08/29/2019	Charge	08/12/2019	428000	7900	0.00	492.97	492.97
09/10/2019	Payment	CHECK			492.97	-492.97	0.00
09/30/2019	Charge	09/12/2019	435200	7200	0.00	474.14	474.14

1 1/2"

Customer Transaction Summary

Customer Information
 Account No: 8-13984
 MATICH CORP
 P.O BOX 10
 HIGHLAND, CA 92346-

Location Information
 Location No: 8-519170007
 13-984 APACHE TR
 CABAZON, CA 92230-

Date	Type	More Info	Reading	Usage	Prior Balance	Transaction Amount	Balance
01/14/2019	Payment	CHECK			525.67	-525.67	0.00
01/30/2019	Charge	01/10/2019	929300	5300	0.00	423.03	423.03
02/11/2019	Payment	CHECK			423.03	-423.03	0.00
02/28/2019	Charge	02/11/2019	935400	6100	0.00	444.55	444.55
03/11/2019	Payment	CHECK			444.55	-444.55	0.00
03/27/2019	Charge	03/13/2019	940000	4600	0.00	404.20	404.20
04/11/2019	Payment	CHECK			404.20	-404.20	0.00
04/30/2019	Charge	04/10/2019	949400	9400	0.00	533.32	533.32
05/13/2019	Payment	CHECK			533.32	-533.32	0.00
05/30/2019	Charge	05/13/2019	957000	7600	0.00	484.90	484.90
06/10/2019	Payment	CHECK			484.90	-484.90	0.00
06/27/2019	Charge	06/12/2019	964000	7000	0.00	468.76	468.76
07/15/2019	Payment	CHECK			468.76	-468.76	0.00
07/31/2019	Charge	07/11/2019	972400	8400	0.00	506.42	506.42
08/12/2019	Payment	CHECK			506.42	-506.42	0.00
08/29/2019	Charge	08/12/2019	983000	10600	0.00	565.60	565.60
09/11/2019	Payment	CHECK			565.60	-565.60	0.00
09/30/2019	Charge	09/12/2019	993800	10800	0.00	570.98	570.98

1 1/2"

Customer Transaction Summary

Customer Information
 Account No: 4-50391CC
 COUNTY OF RIVERSIDE
 3133 MISSION INN AVE
 RIVERSIDE, CA 92507-

Location Information
 Location No: 4-526170021B
 50-391 CARMEN
 CABAZON, CA 92230-

Date	Type	More Info	Reading	Usage	Prior Balance	Transaction Amount	Balance
01/14/2019	Payment	CHECK			267.11	-267.11	0.00
01/30/2019	Charge	01/10/2019	33000	0	0.00	280.46	280.46
02/21/2019	Penalty				280.46	28.05	308.51
02/21/2019	Interest				308.51	4.21	312.72
02/28/2019	Charge	02/11/2019	33000	0	312.72	280.46	593.18
02/28/2019	Payment	CHECK			593.18	-280.46	312.72
03/18/2019	Payment	CHECK			312.72	-312.72	0.00
03/27/2019	Charge	03/13/2019	33000	0	0.00	280.46	280.46
04/15/2019	Payment	CHECK			280.46	-280.46	0.00
04/30/2019	Charge	04/10/2019	33000	0	0.00	280.46	280.46
05/16/2019	Payment	CHECK			280.46	-280.46	0.00
05/30/2019	Charge	05/13/2019	33000	0	0.00	280.46	280.46
06/17/2019	Payment	CHECK			280.46	-280.46	0.00
06/27/2019	Charge	06/12/2019	33000	0	0.00	280.46	280.46
07/16/2019	Payment	CHECK			280.46	-280.46	0.00
07/31/2019	Charge	07/11/2019	33000	0	0.00	280.46	280.46
08/13/2019	Payment	CHECK			280.46	-280.46	0.00
08/29/2019	Charge	08/12/2019	33000	0	0.00	280.46	280.46
09/07/2019	Payment	CHECK			280.46	-280.46	0.00
09/30/2019	Charge	09/12/2019	33000	0	0.00	280.46	280.46

1 1/2"

Customer Transaction Summary

Customer Information

Account No: 8-50208B
 COUNTY OF RIVERSIDE FACILITIES

Location Information

Location No: 526023020B
 50-208 MAIN
 CABAZON, CA 92230-

Date	Type	More Info	Reading	Usage	Prior Balance	Transaction Amount	Balance
01/14/2019	Payment	CHECK			357.09	-357.09	0.00
01/30/2019	Charge	01/10/2019	677900	8700	0.00	377.81	377.81
02/11/2019	Payment	CHECK			377.81	-377.81	0.00
02/28/2019	Charge	02/11/2019	687000	9100	0.00	388.57	388.57
03/14/2019	Payment	CHECK			388.57	-388.57	0.00
03/27/2019	Charge	03/13/2019	695700	8700	0.00	377.81	377.81
04/10/2019	Payment	CHECK			377.81	-377.81	0.00
04/30/2019	Charge	04/10/2019	703900	8200	0.00	364.36	364.36
05/09/2019	Payment	CHECK			364.36	-364.36	0.00
05/30/2019	Charge	05/13/2019	713500	9600	0.00	402.02	402.02
06/10/2019	Payment	CHECK			402.02	-402.02	0.00
06/27/2019	Charge	06/12/2019	722700	9200	0.00	391.26	391.26
07/09/2019	Payment	CHECK			391.26	-391.26	0.00
07/31/2019	Charge	07/11/2019	731400	8700	0.00	377.81	377.81
08/21/2019	Penalty				377.81	37.78	415.59
08/21/2019	Interest				415.59	5.67	421.26
08/29/2019	Charge	08/12/2019	741200	9800	421.26	407.40	828.66
09/03/2019	Payment	CHECK			828.66	-377.81	450.85
09/03/2019	Adjustment				450.85	-43.45	407.40
09/16/2019	Payment	CHECK			407.40	-407.40	0.00
09/30/2019	Charge	09/12/2019	751600	10400	0.00	423.54	423.54

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Customer Transaction Summary

Customer Information

Account No: 4-50425CPL
 RIVERSIDE COUNTY EDA(LIBRARY)

Location Information

Location No: 4-52616020A
 50-425 CARMEN
 CABAZON, CA 92230-

Date	Type	More Info	Reading	Usage	Prior Balance	Transaction Amount	Balance
01/14/2019	Payment	CHECK			431.00	-431.00	0.00
01/30/2019	Charge	01/10/2019	21500	300	0.00	452.55	452.55
02/21/2019	Penalty				452.55	45.26	497.81
02/21/2019	Interest				497.81	6.79	504.60
02/28/2019	Charge	02/11/2019	21800	300	504.60	452.55	957.15
03/12/2019	Payment	CHECK			957.15	-504.60	452.55
03/18/2019	Payment	CHECK			452.55	-452.55	0.00
03/27/2019	Charge	03/13/2019	22100	300	0.00	452.55	452.55
04/10/2019	Payment	CHECK			452.55	-452.55	0.00
04/30/2019	Charge	04/10/2019	22400	300	0.00	452.55	452.55
05/13/2019	Payment	CHECK			452.55	-452.55	0.00
05/30/2019	Charge	05/13/2019	22700	300	0.00	452.55	452.55
06/10/2019	Payment	CHECK			452.55	-452.55	0.00
06/27/2019	Charge	06/12/2019	22900	200	0.00	449.86	449.86
07/09/2019	Payment	CHECK			449.86	-449.86	0.00
07/31/2019	Charge	07/11/2019	23200	300	0.00	452.55	452.55
08/21/2019	Penalty				452.55	45.26	497.81
08/21/2019	Interest				497.81	6.79	504.60
08/21/2019	Charge	08/12/2019	23500	300	504.60	452.55	957.15
09/03/2019	Adjustment				957.15	-52.05	905.10
09/03/2019	Payment	CHECK			905.10	-452.55	452.55
09/16/2019	Payment	CHECK			452.55	-452.55	0.00
09/30/2019	Charge	09/12/2019	23700	200	0.00	449.86	449.86



Customer Transaction Summary

Customer Information

Account No: 2-50580DGI
STORE # 17975 DOLLAR GENERAL

Location Information

Location No: 2-526030003-B
50-580 MAIN
CABAZON, CA 92230-

Date	Type	More Info	Reading	Usage	Prior Balance	Transaction Amount	Balance
01/22/2019	Penalty				147.17	14.72	161.89
01/22/2019	Interest				161.89	2.21	164.10
01/22/2019	Payment	CHECK			164.10	-147.17	16.93
01/30/2019	Charge	01/10/2019	4000	300	16.93	151.85	168.78
02/12/2019	Payment	CHECK			168.78	-168.78	0.00
02/28/2019	Charge	02/11/2019	7300	3300	0.00	232.55	232.55
03/20/2019	Payment	CHECK			232.55	-232.55	0.00
03/27/2019	Charge	03/13/2019	8100	800	0.00	165.30	165.30
04/15/2019	Payment	CHECK			165.30	-165.30	0.00
04/30/2019	Charge	04/10/2019	8400	300	0.00	151.85	151.85
05/16/2019	Payment	CHECK			151.85	-151.85	0.00
05/30/2019	Charge	05/13/2019	8700	300	0.00	151.85	151.85
06/17/2019	Payment	CHECK			151.85	-151.85	0.00
06/27/2019	Charge	06/12/2019	9000	300	0.00	151.85	151.85
07/15/2019	Payment	CHECK			151.85	-151.85	0.00
07/31/2019	Charge	07/11/2019	9300	300	0.00	151.85	151.85
08/12/2019	Payment	CHECK			151.85	-151.85	0.00
08/29/2019	Charge	08/12/2019	9600	300	0.00	151.85	151.85
09/08/2019	Payment	CHECK			151.85	-151.85	0.00
09/30/2019	Charge	09/12/2019	10000	400	0.00	154.54	154.54



Customer Transaction Summary

Customer Information

Account No: 2-2010CT
 CABAZON TRUCK STOP

Location Information

Location No: 2-2010
 50-876 SEMINOLE
 CABAZON, CA 92230

Date	Type	More Info	Reading	Usage	Prior Balance	Transaction Amount	Balance
01/16/2019	Payment	CHECK			238.77	-238.77	0.00
01/30/2019	Charge	01/10/2019	344000	2800	0.00	219.10	219.10
02/14/2019	Payment	CHECK			219.10	-219.10	0.00
02/28/2019	Charge	02/11/2019	346400	2400	0.00	208.34	208.34
03/18/2019	Payment	CHECK			208.34	-208.34	0.00
03/27/2019	Charge	03/13/2019	349300	2900	0.00	221.79	221.79
04/15/2019	Payment	CHECK			221.79	-221.79	0.00
04/30/2019	Charge	04/10/2019	351800	2500	0.00	211.03	211.03
05/13/2019	Payment	CHECK			211.03	-211.03	0.00
05/30/2019	Charge	05/13/2019	354700	2900	0.00	221.79	221.79
06/19/2019	Payment	CHECK			221.79	-221.79	0.00
06/27/2019	Charge	06/12/2019	357200	2500	0.00	211.03	211.03
07/22/2019	Payment	CHECK			211.03	-211.03	0.00
07/31/2019	Charge	07/11/2019	359700	2500	0.00	211.03	211.03
08/19/2019	Payment	CHECK			211.03	-211.03	0.00
08/29/2019	Charge	08/12/2019	362600	2900	0.00	221.79	221.79
09/16/2019	Payment	CHECK			221.79	-221.79	0.00
09/30/2019	Charge	09/12/2019	365100	2500	0.00	211.03	211.03



Customer Transaction Summary

Customer Information

Account No: 2-50580DG
 STORE 3 17975 DOLLAR GENERAL

Location Information

Location No: 2-526030003
 50-580 MAIN
 CABAZON, CA 92230-

Date	Type	More Info	Reading	Usage	Prior Balance	Transaction Amount	Balance
01/30/2019	Charge	01/10/2019	39100	3500	-776.03	237.93	-538.10
02/28/2019	Charge	02/11/2019	41200	2100	-538.10	200.27	-337.83
03/27/2019	Charge	03/13/2019	41200	0	-337.83	143.78	-194.05
04/30/2019	Charge	04/10/2019	41200	0	-194.05	143.78	-50.27
05/30/2019	Charge	05/13/2019	41200	0	-50.27	143.78	93.51
06/17/2019	Payment	CHECK			93.51	-93.51	0.00
06/27/2019	Charge	06/12/2019	41200	0	0.00	143.78	143.78
07/15/2019	Payment	CHECK			143.78	-143.78	0.00
07/31/2019	Charge	07/11/2019	41200	0	0.00	143.78	143.78
08/15/2019	Payment	CHECK			143.78	-143.78	0.00
08/29/2019	Charge	08/12/2019	41200	0	0.00	143.78	143.78
09/16/2019	Payment	CHECK			143.78	-143.78	0.00
09/30/2019	Charge	09/12/2019	41200	0	0.00	143.78	143.78



Elizabeth Lemus

From: Kevin Rummel <krummel@avsu.com>
Sent: Thursday, October 3, 2019 1:58 PM
To: Elizabeth Lemus
Cc: Calvin Louie; Cassandra Allen; Pete Greeson
Subject: Re: Quote for Cabazon Water District Board Room
Attachments: MX_Wireless_Brochure_Letter_2019.pdf; ATT00001.htm; Quote-19-0729-4.pdf; ATT00002.htm; avsulogo_signature.png; ATT00003.htm

Hello Ellie and all,

We here at AVSU are so excited to provide you with this Quote. We also prided ourselves on;

- Giving the client the best product on the market at the best cost based on their needs.
- No additional items (add-on charges) invoices.
- Turn key systems.
- End user friendly systems.
- Great support and customer service.

Sometimes the cost can be more than expected but we do not cut back on systems if it is not going to last and be exactly what you need. After talking with the manufacture of what I saw and you need this system I have designed for you is the absolute best system and will last for years to come with very minimal service issues, all can be done by you when we talk about updates.

The only issue that might incur additional cost is the condition of the existing speakers which we will not know until we tech/test them but if there is an issue I promise to pass the cost directly to you.

These products are the best on the market and the service from the manufactures are the best in the world.

With all this said I have attached a brochure on the system and also the quote on the "Turn Key" system.

If you do not have this in your budget then please let me know and we will look into cheaper solutions for you. Also if you have a tax exemption on sales tax I can remove that a line item.

We look forward to helping you fix the current problems you are having,

Sincerely,

Kevin

Kevin Rummel
General Manager | AVSU
38698A El Viento Road, Suite D
Palm Desert, CA 92211
Office 760.327.3380, ext 702
Mobile 760.880.8813
Visit us online at AVSU.com



98A El Viento Rd., Ste. D
 Palm Desert, CA 92211
 Phone 760.327.3380
 Fax 760.327.7200

Event Budget Summary / Agreement

Quote Number 19-0729
 Name Cabazon Water District - Sound install
 Submittal Date 10/2/2019

Budget Prepared For

Cabazon Water District
 951- 849-4442

Cabazon Water District
 Elizabeth Lemus
 14618 Broadway
 Cabazon, CALIFORNIA 92230
 Phone: 951- 849-4442
 ELemus@cabazonwater.org

Event Information and Budget Summary

Cabazon Water District
 Elizabeth Lemus
 14618 Broadway
 Cabazon, CALIFORNIA 92230
 Phone: 951- 849-4442
 ELemus@cabazonwater.org

<i>Description</i>	<i>Cost</i>
Operator/Specialty	\$600.00
Special Rates	\$1,025.00
Retail	\$22,354.83
Labor	\$1,040.00
Delivery/Pickup	\$525.00
Misc	\$5,109.00
Subtotal	\$30,653.83
Sales Tax	\$2,169.13
Grand Total	\$32,822.96

Deposit Amount Due to Secure \$24,617.22

Deposit Due by 10/28/2019

By signing below you acknowledge you have read and agree to the Terms and Conditions located on page two of this agreement.

Signed: _____ Date: _____
 Cabazon Water District

Title: _____



AVSU

AVSU, Inc.
 38698A El Viento Rd., Ste. D
 Palm Desert, CA 92211
 Phone: 760.327.3380
 Fax: 760.327.7200
 www.avsu.com

Quote

Quote Number: 19-0729
 Cabazon Water District - Sound install

Client Cabazon Water District Elizabeth Lemus 14618 Broadway Cabazon, CALIFORNIA 92230 Phone: 951- 849-4442 ELemus@cabazonwater.org	Bill To Cabazon Water District Elizabeth Lemus 14618 Broadway Cabazon, CALIFORNIA 92230 Phone: 951- 849-4442 ELemus@cabazonwater.org	Venue / Site Cabazon Water District Elizabeth Lemus 14618 Broadway Cabazon, CALIFORNIA 92230 Phone: 951- 849-4442 ELemus@cabazonwater.org
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Contact Ellie or Calvin	Account Manager Kevin Rummel	Shipping Method N/A	Warehouse AVSU, Inc.	Terms Install Terms	Tax Rule Local Sales Tax
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Ship Date 10/28/2019 7:00 AM	Load In 10/28/2019 12:00 AM	Show Start	Load Out 10/29/2019 12:00 AM	Return Date 10/29/2019 7:00 PM	Discount	Version >>> 1 <<<	Customer PO
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Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Audio System							
Retail	1	Yamaha TF1 16 input Digital Mixing Console			Each	1,999.00	1,999.00
Retail	12	Shure MXW8 Transceiver			Each	625.00	7,500.00
Retail	12	Shure MX 410LP/C Microphone			Each	276.00	3,312.00
Retail	1	Shure MXWAPT8 Access Point Transceiver, 8ch			Each	2,975.00	2,975.00
Misc	1	Shure MXWAPT4 Access Point Transceiver, 4ch			Each	2,375.00	2,375.00
Retail	3	8 bay Shure charging docking station	2 channels per unit		Each	1,625.96	4,877.88
Retail	1	Grundorf TLR10DR-BLACK Audio Rack			Each	559.95	559.95
Retail	1	Yamaha PA2120 Amplifier (2 x 100 watt at 70v or Mono 2 x 200 watt)			Each	856.00	856.00
Retail	1	Furman M-8DX 15A Power Conditioner With 9 Outlets,			Each	275.00	275.00
Misc	2	Shure MXWANI8 Microflex Wireless 4-Channel Audio Network Interface			Each	1,367.00	2,734.00
						Audio System :	\$27,463.83

Labor							
Special Rates	1	AV Technician - Special Rate 10/24/2019 7:00 AM - 7:00 PM	Setup	1	Day Rate	475.00	475.00
Note	** ABOVE IS PREP AT SHOP ***						
Labor	2	Installation Labor 10/28/2019 7:00 AM - 7:00 PM	Setup	8	Hourly Rate	65.00	1,040.00
Special Rates	1	Audio Engineer (A1) - Special Rate 10/28/2019 7:00 AM - 7:00 PM	Setup	1	Day Rate	550.00	550.00
Operator/Specialty	1	Audio Engineer (A1) 10/28/2019 7:00 AM - 7:00 PM		1	Day Rate	600.00	600.00
Note	ABOVE IS FOR TUNING OF ROOM DAY AND INSTRUCTION						
						Labor Total:	\$2,665.00

Delivery/Pickup							
Delivery/Pickup	1	Shipping ALL PARTS SHIPPING			Each	525.00	525.00
Note							
						Delivery/Pickup Total:	\$525.00

Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Note		*** ADDITIONAL TERMS *****					
Note		Client to provide Laptop for Microphone Software MICROFLEX WIRELESS CONTROL SOFTWARE					
Note		Client to provide above laptop for SYSTEMON AUDIO ASSET MANAGEMENT SOFTWARE					
Note		Client to Have room accessible for 2 strait days of installation.					

Subtotal:	\$30,653.83
Discount:	\$0.00
Delivery and Pickup:	\$525.00
Sales Tax:	\$2,169.13
Total:	\$32,822.96
Total Applied Payments:	\$0.00
Balance Due:	\$32,822.96

**AVSU**

AVSU, Inc.
 38698A El Viento Rd., Ste. D
 Palm Desert, CA 92211
 Phone: 760.327.3380
 Fax: 760.327.7200

Deposit Invoice

Quote: Cabazon Water District - Sound install

Quote Number: 19-0729

Client
Cabazon Water District Elizabeth Lemus 14618 Broadway Cabazon, CALIFORNIA 92230 Phone: 951- 849-4442 ELemus@cabazonwater.org

Venue / Site
Cabazon Water District Elizabeth Lemus 14618 Broadway Cabazon, CALIFORNIA 92230 Phone: 951- 849-4442 ELemus@cabazonwater.org

Account Manager	Quote Ship Date	Client PO	Total	Deposit %	Deposit Due	Deposit Due Date
Kevin Rummel	10/28/2019		\$32,822.96	75%	\$24,617.22	10/28/2019

Subtotal	\$30,653.83
Discount	\$0.00
Delivery and Pickup	\$525.00
Sales Tax	\$2,169.13
Total	\$32,822.96
Total Applied Payments	\$0.00

This order requires a deposit of \$24,617.22
Please remit \$24,617.22 by 10/28/2019



AVSU, Inc.
 38698A El Viento Rd., Ste. D
 Palm Desert, CA 92211
 Phone: 760.327.3380
 Fax: 760.327.7200
 www.avsu.com

Quote Number	19-0729
Name	Cabazon Water District - Sound
Account Manager	Kevin Rummel
Quote Date	10/2/2019

Client
Cabazon Water District Elizabeth Lemus 14618 Broadway Cabazon, CALIFORNIA 92230 Phone: 951- 849-4442 ELemus@cabazonwater.org

Venue / Site
Cabazon Water District Elizabeth Lemus 14618 Broadway Cabazon, CALIFORNIA 92230 Phone: 951- 849-4442 ELemus@cabazonwater.org

Ship Date	Return Date	Status	Terms	Total
10/28/2019 7:00 AM	10/29/2019 7:00 PM	Tentative	Install Terms	\$32,822.96

ALL RIGGING AND ELECTRICAL CHARGES ARE TO BE PLACED ON HOTEL/VENUE MASTER ACCOUNT.

Deposits are due 7 days prior to event start date with final balances due per pre-approved payment terms. A signed quote and/or purchase order must be received before equipment can be put on hold and/or reserved. Equipment is reserved on a first come, first serve basis; therefore, prices are subject to change until deposit is received and/or signed quote or purchase order is received. Changes to this quote will be in writing prior to the event start date and any on-site changes or additions will be authorized verbally and made available in a final quote. Specified discounts are contingent upon adherence of payment terms. Cancellations made less than 24 hours before load-in will be charged 50% of the quoted amount plus any expenses incurred in pre-production. By signing this quote, the signee acknowledges the authority to contract services from AVSU, Inc. and its subsidiaries and abide by the terms and conditions herein.

This Rental Agreement shall include and be subject to the following terms and conditions:

- 1.) **DESCRIPTION OF PROPERTY:** The equipment (Property) subject to this Agreement shall be the specific items of Property listed on the Quote or Delivery Receipt prepared by Lessor and given to Lessee at the time of delivery of the Property to Lessee or to a third party at the direction of Lessee. Such Quote and or Delivery Receipt shall be deemed a part of this Agreement, as if fully incorporated herein. It shall be Lessee's sole responsibility to determine that the Property delivered is in accordance with the Quote or Delivery Receipt and to notify Lessor immediately of any discrepancy thereon. Lessor shall not be responsible for any discrepancies not brought to Lessors attention at the time of delivery.
- 2.) **RENTAL AGREEMENT PERIOD:** Lessor and Lessee agree that this Agreement shall apply to any rental of Property by Lessee from Lessor occurring on or after the date of this Agreement even though the specific Property, duration of rental and/or the price for the rental may vary. The parties acknowledge and agree that the terms and conditions of this Agreement shall continue to apply to all future rental transactions between them, without necessity of either party executing a new Rental Agreement.
- 3.) **DELIVERY AND RETURN:** For purposes of this Agreement, Lessee shall be deemed to have taken delivery of the Property from the time the Property is set aside from Lessors general inventory for Lessee's use. Lessee shall be deemed to have returned the Property only at such time as Lessee shall have returned the Property to Lessors shipping department during Lessors regular business hours and after Lessor shall have accepted the same. Acceptance by Lessor shall mean that Lessor shall have unpacked the Property from its shipping container, examined it for damages and individually bar code scanned the Property and Lessors computerized system as returned. The acceptance of the returned Property is not a waiver by the Lessor of any claims Lessor may have against Lessee, nor a waiver of claims for latent or after discovered damage to the Property.
- 4.) **USE OF PROPERTY:** Lessee shall operate and use the Property in accordance with the manufacturers instructions and recommended use and shall neither abuse or misuse the Property nor use or store the Property in any manner or at any location that will subject it to abnormal or hazardous conditions or risk. Lessee will take all necessary precautions during the shipment, use or storage of the Property to protect the Property and all persons using the Property from injury or damage. The Property shall be used only by qualified employees or agents of Lessee. Lessee shall not make any alterations, changes, modifications or improvements to the Property without the prior written consent of Lessor and Lessee shall not deface, remove or cover any nameplate on the Property showing, Lessors name and identification or that of the manufacturer. All Property shall be used in accordance with applicable federal, state or local laws or ordinances. All services and equipment are used at your risk. Any circumstance, which may prevent satisfactory use, will not relieve you of the responsibility for rental charges. You assume full responsibility for equipment while it is out of our possession, and you promise to return the equipment to us on the date and hour agreed to in as good condition as received, natural wear from a reasonable use excepted.
- 5.) **INSPECTION/WARRANTY:** Lessee shall inspect the Property immediately on delivery and shall notify Lessor at that time if Lessee determines that the Property is not in good working condition. After such delivery and inspection Lessee acknowledges that the Property is rented without any express or implied warranty or guaranty of any kind.
- 6.) **RISK OF LOSS/REPAIR/NEW REPLACEMENT COST:** From the delivery of the Property to Lessee until its return to Lessor, as those terms are defined herein, including during any time of transit or shipment of the Property per Section 7 of this Agreement Lessee shall bear any and all risk of loss and/or damage to the Property regardless of whether such loss or damage may have been caused by Lessee, Lessee's agent, Sublessee, shipper or any third party. If the Property is damaged, such liability shall include Lessors actual cost of repair and the payment of all continuing rental charges until the repaired Property can be restored to rental use by Lessor. If the Property cannot be timely repaired, then Lessee shall be liable for Lessors full actual new replacement cost for the Property as well as the payment of all continuing rental charges until the Property is replaced and restored to rental use by Lessor. The decision as to whether the damaged Property shall be replaced or repaired shall be solely Lessors and shall be conclusive on Lessee. If the Property is lost, stolen or seized (by a third party or governmental agency) while in the possession of Lessee or any agent or Sublessee of Lessee, or any carrier or storage facility, Lessee shall be liable for the full new replacement cost of the Property and all continuing rental charges until the replacement Property is restored to rental use by Lessor. Lessor shall be under no obligation to replace or repair Property until Lessee has paid for the damaged, lost or stolen Property. In such event, rental charges for the subject Property shall continue to accrue until Lessee has paid for the lost, stolen or damaged Property or until repairs are completed. Accrued rental charges cannot be applied against the new replacement cost or cost of repair of damaged, lost or stolen Property.
- 7.) **TRANSPORT AND SHIPMENT:** In the event the Property rented by Lessee is transported or shipped, whether from Lessor to Lessee, or to any third party or location, or upon its return to Lessor, or at any time between delivery and return of the Property as those terms are defined in Section 3 of this Agreement, the risk of loss during that transport and shipment shall be solely Lessee's. Lessee, at Lessee's option, shall be entitled to select its own shipper or transport service and shall notify Lessor of that selected shipper or transport service at the time the rental order is placed. If Lessee declines to make such election, and requests transport by a shipper or transport service selected by Lessor, then Lessee shall still remain solely responsible for risk of loss during that transport or shipment and shall continue to maintain insurance on the Property as provided herein. Lessor shall bear risk of loss during transport or shipment only during times when Lessors own employees are directly handling the transport or shipment.
- 8.) **INDEMNIFICATION:** Lessee agrees to defend, indemnify and hold Lessor harmless against any claim, liability loss, costs, damages, expenses, or demands arising directly or indirectly out of, or in connection with the use of the Property leased from Lessor by Lessee, its agents, servants, sub-lessees, contractors, representatives, guests, invitees, or customers.
- 9.) **PROPERTY INSURANCE:** Lessee shall at all times from the delivery of the Property to Lessee to its return to Lessor, as those terms are defined herein, including during times of shipment and storage, maintain property insurance covering the Property from damage or loss from any cause whatsoever. Such property insurance shall be in an amount sufficient to cover the full new replacement cost of the Property and Lessors rental charges until the Property is repaired or replaced. Lessor shall be named an additional insured and loss payee on such policy or policies and, upon request by Lessor, Lessee shall provide Lessor with proof of such insurance.
- 10.) **AUTOMOBILE LIABILITY INSURANCE:** Lessee shall, at its own expense, maintain business automobile insurance, including coverage for loading and unloading Property and hired auto physical damage insurance covering owned, co-owned, hired and rented or leased vehicles. Coverage for physical damage shall include the perils of comprehensive and collision loss. Lessor shall be named as an additional insured respecting the liability coverage and as loss payee on the hired auto physical damage coverage. The insurance shall provide no less than \$1,000,000 in combined single limits, and actual cash value, less a \$1,000 deductible for the physical damage on comprehensive and collision coverage.
- 11.) **WORKERS COMPENSATION INSURANCE:** Lessee shall, at its own expense; maintain workers compensation/employers liability insurance during the course of the Property rental with minimum limits of \$1,000,000.
- 12.) **COMMERCIAL GENERAL LIABILITY INSURANCE:** Lessee shall, at its own expense, maintain commercial general liability insurance, which includes coverage for independent contractors and contractual liability coverage specifically referring to this Rental Agreement and to the hold harmless agreement herein. Said insurance shall name Lessor as an additional insured and provide that said insurance is primary coverage with respect to all insureds the limits of which must be exhausted before any obligation arises under Lessors insurance. Such insurance shall remain in effect during the course of the rental agreement, and shall include the following coverages: broad form contractual liability, personal injury liability, completed operations, and products liability. Such insurance shall have provided general aggregate limits of not less than \$2,000,000 (including the coverages specified above), personal injury and advertising injury of not less than \$1,000,000 and per occurrence limits of no less than \$1,000,000.
- 13.) **NOTICE OF INSURANCE:** Before obtaining possession of the Property leased, Lessee shall provide Lessor a Certificate of Insurance and applicable endorsements confirming each of the coverages specified above. All Certificates of Insurance shall be signed by an authorized agent or representative of the insurance company. All insurance maintained by Lessee pursuant to the foregoing provisions, shall be issued by an insurance carrier authorized to do business in the State of California with a BEST rating of A- or higher. The failure of Lessor to demand such notice or proof of insurance shall not excuse Lessee from providing

ii.

- 14.) NOTICE OF CANCELLATION OF INSURANCE: Lessee shall provide Lessor within thirty (30) days written notice prior to the effective cancellation, material change, or modification to any insurance required to be maintained by Lessee pursuant to the foregoing provisions.
- 15.) WAIVER OF SUBROGATION: All insurance maintained by Lessee pursuant to the foregoing provisions shall contain a waiver of subrogation against Lessor.
- 16.) FAILURE TO PROCURE INSURANCE: Should Lessee fail to procure or pay the cost of maintaining in force the insurance specified herein, or to provide Lessor upon request with satisfactory evidence of insurance, Lessor may, but shall not be obliged to, procure the insurance and Lessee shall reimburse Lessor on demand for such costs. Lapse or cancellation of the requirement of insurance shall be an immediate automatic default of this rental agreement.
- 17.) SUBLEASE BY LESSEE: The grant by Lessee of a sublease of the Property shall not effect Lessee's obligation to procure insurance for the benefit of Lessor as provided herein nor shall such Sublease otherwise effect or diminish any of Lessee's obligations under this Agreement.
- 18.) REMOVAL FROM STATE/U.S.: Lessee shall not remove the Property from the State of California without Lessor's prior written consent, nor shall the Property be removed (under any circumstances) from the United States of America.
- 19.) ATTORNEYS FEE: Lessee hereby agrees to pay all of Lessors attorneys fees and costs actually incurred by Lessor in enforcing the Terms and Conditions of this Agreement regardless of whether or not a legal action is filed.
- 20.) PLACE OF CONTRACT, VENUE AND APPLICABLE LAW: This Agreement shall be deemed entered into at Lessors principal office located in the County of Riverside in the State of California. In the event of any dispute between the parties, Lessor and Lessee agree that venue in legal action between them shall be in the Superior Court for the County of Riverside, State of California, and that California law shall apply in the interpretation of this Agreement.
- 21.) INCORPORATION BY REFERENCE: This Agreement and any attached or future Quotes or Delivery Receipts are incorporated by reference and made an integral part of the Agreement. This instrument and any such Quotes or Delivery Receipts constitutes the complete agreement between the parties as to the issues covered herein. Further, no agreements, representations, or warranties other than those specifically set forth in this Agreement or in the attached Quote(s) or Delivery Receipt(s) shall be binding on any of the parties unless they are also set forth in a writing that is signed by both parties.
- 22.) SECURITY DEPOSIT: Lessor may, at Lessors option, require Lessee to give Lessor a security deposit in an amount determined by Lessor. Said security deposit, if done by credit and/or charge card, shall be final. Lessee and/or charge card holder waive all rights to dispute charges with credit/charge card company and agree to resolve disputes as if the charges were made as cash payments. In the event that the credit/charge company fails to honor Lessors charges for any reason, or if the credit charge or credit available shall be insufficient to cover the claims of Lessor under this Agreement, Lessee shall remain absolutely liable for the full amount of the claims. The election by Lessor to request and accept a security deposit in lieu of a proof of insurance certificate from Lessee, or for any other reason, does not constitute a waiver or limitation by Lessor of any of Lessors rights or Lessee's obligations under this Agreement.
- 23.) TITLE AND OWNERSHIP: This Agreement constitutes a lease and not a sale of the property or the creation of security interest therein. No part of the rental payments made under this Agreement shall be deemed payment towards the purchase of any of the Property. Lessee specifically acknowledges the Lessors superior title and ownership of the Property and must keep the Property free of all liens, levies and encumbrances.
- 24.) SURRENDER: Upon the expiration or earlier termination of this lease, Lessee shall return the Property to Lessor in the same condition as at the delivery to Lessee, ordinary wear and tear excepted. Lessee does hereby grant Lessor an option to terminate this agreement on twenty-four hours notice.
- 25.) INSPECTION: Lessor shall have the right to inspect the equipment or observe its use at all reasonable times.
- 26.) SEVERABILITY: The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.
- 27.) TERMS OF RENTAL: Unless otherwise specified in writing, the Property shall be leased on a day-to-day basis and all rates shall apply to each full day or any fraction thereof which has elapsed between the time the Property leaves Lessors premises and the time it is returned to Lessors premises. Lessee agrees to return the Property on the date and time specified on the equipment schedule. If Lessee fails to return the Property by the return date specified, Lessee is liable for the daily rental cost of the Property until it is returned. The rental fee payable for any item of Property shall be the Lessors standard daily rental rate for such equipment. Lessors standard daily rates are subject to change at any time without notice. Lessor may discount rates upon their discretion. Discounts may be revoked at any time. All rates are FOB Lessor, and Lessee is responsible for all shipping and delivery charges. No allowance will be made for items delivered to but not used by Lessee.
- 28.) PAYMENT AND CHARGES: Payment Terms: First order, In Advance. Deposits due seven days prior to delivery or event start date. State and local taxes apply (exemption certificates applicable). Rental rates may be offered to Lessee based upon Lessee's credit information available to Lessor at time of rental. If Lessee's credit information is incorrect or changes during the course of a rental, Lessor may revise the applicable rate without notice. Lessee agrees rental invoices and loss or damage invoices are payable upon receipt of invoices or use of the equipment. Any discounts granted by Lessor may be revoked at any time after thirty (30) days. If credit card is supplied by Lessee to Lessor, Lessee acknowledges and grants Lessor the unequivocal right to recover from Lessee's credit card immediately and/or consecutively any charges amounts due Lessor until paid in full. Lease payment may not be applied to the purchase or repair or replacement cost of the Property.
- 29.) INTEREST CHARGES: If credit is extended, terms are NET 15 DAYS plus interest at 1.75% per month 20% ANNUAL PERCENTAGE RATE, on balance due over 15 days. There will be an additional service charge on delinquent accounts. Unpaid claims by Lessor against Lessee shall bear interest at the rate of 1.75% per month until paid; provided, however, that if such interest rate exceeds the maximum amount allowed under the laws of the State of California then that maximum amount shall instead apply.
- 30.) CANCELLATION: In the event of cancellation, charges may apply in consideration of Lessors preparing, holding in reserve or sub-renting equipment on Lessee's behalf. Lessor shall be entitled to compensation for any losses sustained because of full or partial cancellation of order. Cancellation is subject to payment of the first day rental or forfeiture of deposit, whichever is greater.
- 31.) DEFAULT: In the event Lessee shall fail to make any of the lease payments when due or shall fail to perform any other covenant or condition hereof to be performed by Lessee or any of the events described in this Agreement, Lessor may, in addition to all other remedies provided by law, exercise any one or more of the following, with or without demand, notice or legal process: a.) Recover from lessee all sums then due; Repossess the Property (by entering upon Lessee's premises, if necessary) without liability for trespass, or responsibility with respect to the Property or to any article left in or attached to same; and recover from Lessee all damages sustained by Lessor as a result thereof; b.) Recover from Lessee any and all damages that Lessor shall have sustained by reason of non-performance by the Lessee of the terms and conditions of this Agreement; c.) Retain, free from any claim by Lessee, all payments or other property theretofore received under this Agreement; d.) Recover from Lessee all expenses incurred by Lessor in protection of its rights under this Agreement, including, without limitation, attorneys fees, court costs, and costs of location, repossessing, repairing, reconditioning and storing the Property.
- 32.) BANKRUPTCY: Neither this Agreement nor the Property is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or makes any assignment for the benefit of its creditors or if a writ of attachment or execution is levied on any item or items of the equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of any item or items of the property, Lessor shall have and may exercise any one or more of the remedies set forth in Section 31 (DEFAULT) hereof. This Agreement shall, at the option of the Lessor, without notice, immediately terminate and shall not be treated as an asset of Lessee after the exercise of said option and Lessor shall recover from Lessee any and all costs or damages associated with recovery of the Property.
- 33.) CRIMINAL LAW CONCERNING THEFT OF RENTAL PROPERTY: Cal. Pen. Code, § 484: (b)(1) Except as provided in Section 10855 of the Vehicle Code, where a person has leased or rented the personal property of another person pursuant to a written contract, and that property has a value greater than one thousand dollars (\$1,000) and is not a commonly used household item, intent to commit theft by fraud shall be rebuttably presumed if the person fails to return the personal property to its owner within 10 days after the owner has made written demand by certified or registered mail following the expiration of the lease or rental agreement for return of the property so leased or rented. (2) Except as provided in Section 10855 of the Vehicle Code, where a person has leased or rented the personal property of another person pursuant to a written contract, and where the property has a value no greater than one thousand dollars (\$1,000), or where the property is a commonly used household item, intent to commit theft by fraud shall be rebuttably presumed if the person fails to return the personal property to its owner within 20 days after the owner has made written demand by certified or registered mail following the expiration of the lease or rental agreement for return of the property so leased or rented. (c) Notwithstanding the provisions of subdivision (b), if one presents with criminal intent identification which bears a false or fictitious name or address for the purpose of obtaining the lease or rental of the personal property of another, the presumption created herein shall apply upon the failure of the lessee to return the rental property at the expiration of the lease or rental agreement, and no written demand for the return of the leased or rented property shall be required. (d) The presumptions created by subdivisions (b) and (c) are presumptions affecting the burden of producing evidence. (e) Within 30 days after the lease or rental agreement has expired, the owner shall make written demand for return of the property so leased or rented. Notice addressed and mailed to the lessee or renter at the address given at the time of the making of the lease or rental agreement and to any other known address shall constitute proper demand. Where the owner fails to make such written demand the presumption created by subdivision (b) shall not apply.
- 34.) Force Majeure: If Lessor cannot carry out an obligation under this Agreement either in whole or in part because of anything outside its reasonable control, including without limitation, fire, flood, storm, earthquake, explosion, accident, road or rail closures, rail derailment, wharf delays, war, terrorism, sabotage, epidemic, quarantine restriction, labor dispute or shortage, act or omission of any third person or public authority, then Lessors obligations under this Agreement will be suspended for the duration of the event or waived to the extent applicable.
- 35.) Venue Location Fees & Permissions: The Lessee must obtain any necessary consent or permission and pay any fees which may apply for Lessor to deliver, set up, pickup, or tear-down at a particular venue, location or event.
- 36.) Sub-Contracting: Lessor reserves the right to sub-contract any Services that Lessor has agreed to perform for the Lessee as it sees fit.
- 37.) AGREEMENT: By your signature, you indicate that you have read the terms and conditions set out above and you agree to pay all charges for rental, repair, replacement, credit and cartage. You also agree to pay all collection fees, attorney fees, court fees, or any other fees or expenses incurred in the collection of these charges or in the recovery of the equipment. If the person signing below, signs as an agent, he/she the authority to bind the principal and agrees to be jointly and severally liable with the principal under the terms of this contract.

Date: _____

Company _____

Signature: _____

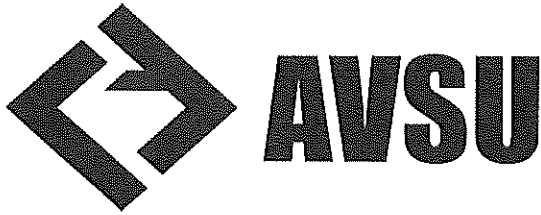
Name/Title: _____

Date: _____

Client _____

Signature: _____

Name/Title: _____



PAYMENT OPTIONS

All deposits are due a minimum of 7 days prior to the event start date or as soon as services are requested, if less than 7 days.

PAYMENT BY CHECK

mail or overnight to: AVSU
38698A El Viento Rd., Ste. D
Palm Desert, CA 92211

PAYMENT BY CREDIT CARD

A 3.0% convenience fee will be added to ALL transactions over \$1,000.00

Quote/Invoice total: \$ _____
x 3% (convenience fee): \$ _____ (added for all transactions over \$1,000.00)
= total to be charged: \$ _____

Card Number _____

Exp. Date _____ Security Code _____

Cardholder's Name _____

Company _____

Billing Address (on file with credit card company) _____

City _____ State _____ Zip Code _____

Telephone _____ Email _____

Cardholder's Signature _____

PAYMENT BY ACH/DOMESTIC WIRE TRANSFER

bank info: City National Bank
3484 Central Avenue
Riverside CA 92506
ABA: 122016066
Account #: 602105016
account name: AVSU, Inc.
38698A El Viento Rd., Ste. D
Palm Desert, CA 92211

Questions? CALL: 760.327.3380 ext. 3 or EMAIL: accounting@avsu.com