



Cabazon Water District  
14-618 Broadway Street • P.O. Box 297  
Cabazon, California 92230

## FINANCE & AUDIT COMMITTEE MEETING

### AGENDA

**Meeting Location:**  
Cabazon Water District Office  
14-618 Broadway Street  
Cabazon, California 92230

**Meeting Date:**  
Tuesday, October 18, 2016 – 3:45 PM

CALL TO ORDER,  
PLEDGE OF ALLEGIANCE,  
ROLL CALL

### FINANCE & AUDIT COMMITTEE

1. Discussion: Finance & Audit Committee Report
  - Balance Sheet
  - Profit and Loss Two Month
  - Profit and Loss Budget Comparison
  - Statement of Cash Flows
  - Proposed Budget for FY 2016-2017
  
2. Finance & Audit Committee District Payables Review and Approval/Signing

### PUBLIC COMMENT

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## 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**  
14-618 Broadway Street • P.O. Box 297  
Cabazon, California 92230

## **REGULAR BOARD MEETING**

### **AGENDA**

**Meeting Location:**  
Cabazon Water District Office  
14-618 Broadway Street  
Cabazon, California 92230

**Meeting Date:**  
October 18, 2016 – 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 of September 20, 2016
- b. Regular Board Meeting Minutes and warrants of September 20, 2016
- c. Ratification of former Hadley property purchase/acquisition, and sale agreement (re: 50100 Main St., Cabazon CA 92230 property).

#### **2. Warrants – None**

#### **3. Awards of Contracts – None**

**UPDATES**

1. Update: San Gorgonio Pass Regional Water Alliance Update  
(by Director Israel)
  
2. Update: Manager's Operations Report  
(by General Manager Louie)
  - Water Rate Workshops
  - Fiscal Year Budget
  - Human Resources

**PUBLIC COMMENTS**

Any person may address the Board of Directors at this time on any matter within the subject matter jurisdiction of the Cabazon Water District that is listed on the agenda under Closed Session; 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))

**NEW BUSINESS**

1. Discussion: Platinum Consulting Group – Cindy Byerrum, MPA, CPA and Founder of PCG – Introduction
  
2. Discussion/Action: NBS Government Finance Group – Board to approve contract to perform a water rate study and workshop.
  
3. Discussion/Action: Best, Best, & Krieger – Client Appreciation Dinner – Wednesday, November 30, 2016 at 6:00 pm – Ralph Brennen's Jazz Kitchen (located at Downtown Disney® District, Anaheim, CA)

Please notify the Cabazon Water District (CWD) administration staff if any current Board of Directors would like to attend on or before the end of the CWD's business day of Tuesday, November 22, 2016.

(Title 2, Cal. Code of Regs., section 18946.2 for invitation-Only Events, may require you to disclose your and your guest's "pro-rata share" of cost of the event as a gift on your next Form 700.)

4. Discussion/Action: Trunk or Treat – Board to approve the amount to fund and District staff to participate in this community event.

**OLD BUSINESS**

1. Discussion/Action: DPI – Request Refund on Deposit for Water & Waste Water - Carmen Meadows Residential Development (by Jack Pryor)
  
2. Discussion: Sustainable Ground Water Update  
(by General Manager Louie & Steve Anderson)

## 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 15, 2016, 3:45 pm
- b. Regular Board Meeting – Tuesday – November 15, 2016, 6:00 pm
- c. Personnel Committee – None
- d. San Gorgonio Pass Regional Water Alliance – Alliance Meeting - Wednesday – October 26, 2016 - 5:00 PM to 7:00 PM

## ADJOURNMENT

### ADA Compliance Issues

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**Cabazon Water District**  
14-618 Broadway Street • P.O. Box 297  
Cabazon, California 92230

**FINANCE & AUDIT COMMITTEE MEETING**

**MINUTES**

**Meeting Location:**  
Cabazon Water District Office  
14-618 Broadway Street  
Cabazon, California 92230

**Meeting Date:**  
Tuesday, September 20, 2016 – 3:45 PM

CALL TO ORDER,  
PLEDGE OF ALLEGIANCE,  
ROLL CALL

Director Bui - Present  
Director Israel - Present

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

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

FINANCE & AUDIT COMMITTEE

1. Discussion: Finance & Audit Committee Report
  - Balance Sheet
  - Profit and Loss Two Month
  - Profit and Loss Budget Comparison
  - Statement of Cash Flows
  - Proposed Budget for FY 2016-2017

↓ The District looks at four basic reports each month to get a high level overview of the financial position of the District.

- ✦ These Financial Statements are not Compiled, Reviewed, or Audited, but are created by the contract accountant in her position as Financial Controller of the District.
- ✦ The District has an independent financial audit each year. The District's year ends on June 30.
- ✦ The four reports the District reviews are the Balance Sheet, the Profit and Loss Two Months, the Profit and Loss Budget Performance, and the Statement of Cash Flows.
- ✦ The Balance Sheet shows what the District owns and what the District Owes.
- ✦ The Profit and Loss Two Months shows whether the District is consistent month to month with revenue and expenses.
- ✦ The Profit and Loss Budget Performance shows how the District is doing against the budget, and how the District is doing fiscal year to date.
- ✦ The Statement of Cash Flow gives an overview of the cash that came in and went out during the month.

The first report is the Balance Sheet.

- Total Checking/Savings is substantially the same as last month. Expenditures were similar to deposits.
- Account 12021 shows that the District has a special situation where an individual owes the District money in excess of the regular water bill.
- Accounts 12011 and 12012 Accounts Receivable are substantially the same as the previous month.
- These are the only items of note on the Balance Sheet.

The Profit and Loss two month shows that:

- Account 41100 Base Rate - Water Bills – was at the regular level after a slight spike in July due to a timing difference between June and July.
- Total 50010 - Payroll All Expenses is substantially higher in August in July. Generally, August is a bit higher than July due to the fiscal year end accruals which require that the District records some of the payroll that is paid in July as June expenses. This year, the GM took a one-time vacation payout of 320 hours per the GM's fifth amendment to his contract. This is time he has accrued over the last few years.
- Account 53160- Utilities - Wells –is a bit lower in July due to a refund the District received from Edison related to December, 2015.



- Accounts 5318 - this has been split to show the equipment portion of both the 53180 Materials and Line Maintenance Repair Contractor and 53181 Materials and Line Maintenance Repair Contractor - Emergency Work to give more visibility.

During August, there was an emergency repair required for Broadway.

- 56500 Legal. The bills this month are related to:  
General:  
Water:  
Brown Act/Public Records:  
Personnel:

The District ended the month with a preliminary net loss of \$40k.

✦ The Statement of Cash Flows shows that the District received Tax Revenue during the month.

- The largest expenditures were the bills.
- Payroll was at its regular level.
- The total expenditures were about \$151k
- Net cash expended was about \$60k
- The District ended the month with cash of \$161k.
- This ties to the Balance Sheet.

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

### PUBLIC COMMENT

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**ADJOURNMENT**

Motion to adjourn at 16:00 hr.

Director Bui - aye

Director Israel - aye

Meeting adjourned at 16:00 hr. on September 20, 2016.

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Robert Lynk, Board Chair  
Board of Directors  
Cabazon Water District

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Elizabeth Lemus, Secretary  
Board of Directors  
Cabazon Water District

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**REGULAR BOARD MEETING  
MINUTES**

**Meeting Location:**  
Cabazon Water District Office  
14-618 Broadway Street  
Cabazon, California 92230

**Meeting Date:**  
September 20, 2016 – 6:00 PM

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**REMEMBRANCE OF OUR SERVICE MEN AND WOMEN**

**ROLL CALL**

Director Teresa Bui - Present  
Director Maxine Israel - Present  
Director Sarah Wargo - Present  
Director Alan Davis - Present  
Director Robert Lynk - Present

Calvin Louie, General Manager - Present  
Elizabeth Lemus, Board Secretary - Present  
Linda S. Halley, Financial Consultant - Absent  
Steve Anderson, Best Best & Krieger Law Firm - Present

**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 of August 16, 2016
- b. Regular Board Meeting Minutes and warrants of August 16, 2016

2. Warrants – None

3. Awards of Contracts – None

**Motion to approve consent calendar item(s)** a.) Finance and Audit Committee Meeting Minutes and warrants approved by the committee of August 16, 2016 and (b.) Regular Board Meeting Minutes and warrants of August 16, 2016 made by Director Israel and 2<sup>nd</sup> by Director Bui.

Director Bui - Aye  
Director Israel - Aye  
Director Wargo - Aye  
Director Davis - Aye  
Director Lynk - Aye

**UPDATES**

1. Update: San Gorgonio Pass Regional Water Alliance Update  
(by Director Israel)
  
2. Update: Manager's Operations Report  
(by General Manager Louie)
  - Water Rate Workshops
  - Fiscal Year Budget
  - Human Resources
  - District Vehicle Bids

**PUBLIC COMMENTS**

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Motion to add item to this current meeting's agenda: Discussion/Action item to consider authorizing the General Manager to purchase a Ford Fiesta for the District, made by Director Israel, 2<sup>nd</sup> by Director Bui.

Director Bui - Aye  
Director Israel - Aye  
Director Wargo - Aye  
Director Davis - Aye  
Director Lynk – Aye

Motion to approve the vehicle purchase of the Ford Fiesta for the District by the General Manager made by Director Davis and 2<sup>nd</sup> by Director Israel.

Director Bui - Aye  
Director Israel - Aye  
Director Wargo - Aye  
Director Davis - Aye  
Director Lynk – Aye

Note: It was discussed and was the consensus of the Board to have the General Manager pull funds from the District's LAIF (Savings) account in order to purchase the Ford Fiesta vehicle, which is expected to be used for meter reading, light duties (i.e. driving to the bank to make District bank deposits), etc.

Entered into Closed Session around 18:30 hr.

#### CLOSED SESSION

- (1) CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Property: (former Hadley property at 50100 Main Street)  
Agency Negotiator: Calvin Louie  
Negotiating Parties: Cabazon Water District, Lucent Real Estate, Inc., and Hadley's Trust  
Under Negotiation: Price and Terms of Payment

Returned to Open Session at 18:45 hr.

#### OPEN SESSION

Report to the public of action taken by the Board, if any.

Board approval of acquisition and purchase of former Hadley property for \$65,000, located at 50100 Main Street, Cabazon, CA; to be purchased with District LAIF funds.

No roll call vote was made, but there were no objections voiced by any Directors or members of the public.

#### NEW BUSINESS

1. Discussion/Action: Approval of RESOLUTION 05-2016: RESOLUTION OF THE BOARD OF DIRECTORS OF THE CABAZON WATER DISTRICT AMENDING THE CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974

Motion to approve RESOLUTION 05-2016: Resolution of the Board of Directors of the Cabazon Water District amending the conflict of interest code pursuant to the political reform act of 1974, made by Director Wargo and 2<sup>nd</sup> by Director Davis.

Director Bui - Aye  
Director Israel - Aye  
Director Wargo - Aye  
Director Davis - Aye  
Director Lynk - Aye

2. Discussion/Action: DPI – Request Refund on Deposit for Water & Waste Water - Carmen Meadows Residential Development (by Jack Pryor)

Note: Director Lynk tabled this item for the October regular board meeting, as Mr. Pryor was not present during this meeting, and Director Lynk was unsure if Mr. Pryor had sufficiently been notified beforehand.

3. Discussion/Action: Regional Water Management Group (San Gorgonio IRWM: Integrated Regional Water Management) adoption of MOU by the Cabazon Water District.

Motion to approve the Regional Water Management Group (San Gorgonio IRWM: Integrated Regional Water Management) adoption of MOU by the Cabazon Water District, subject to any last-minute minor changes recommended by legal\*, made by Director Davis and 2<sup>nd</sup> by Director Israel.

Director Bui - Aye  
Director Israel - Aye  
Director Wargo - Aye  
Director Davis - Aye  
Director Lynk – Aye

\*NOTE: the MOU copy that was provided to the board for review had track changes, strikethroughs, change recommendations from other District(s), etc. The Cabazon Water District's legal representative, Mr. Steve Anderson, recommended that the District obtain a clean copy of the MOU, which legal could review, before sending on to the Board Chair for signatures. The Board did not express any disagreement with Mr. Anderson's suggestion.

#### OLD BUSINESS

1. Discussion: Sustainable Ground Water Update  
(by General Manager Louie & Steve Anderson)

#### 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.

Bui: Discuss an amount for the District to donate towards the Cabazon Community Christmas Holiday Event held in the Community Center.

#### 2. Management Comments

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#### 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 – October 18, 2016, 3:45 pm
- b. Regular Board Meeting – Tuesday – October 18, 2016, 6:00 pm
- c. Personnel Committee – None
- d. San Gorgonio Pass Regional Water Alliance – Alliance Meeting - Wednesday – September 28, 2016 - 5:00 PM to 7:00 PM

### ADJOURNMENT

Motion to adjourn at 19:22 hr. made by Director Davis and 2<sup>nd</sup> by Director Israel.

Director Bui - Aye  
Director Israel - Aye  
Director Wargo - Aye  
Director Davis - Aye  
Director Lynk - Aye

Meeting adjourned at 19:22 hr. on Tuesday, September 20, 2016

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Robert Lynk, Board Chair  
Board of Directors  
Cabazon Water District

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Elizabeth Lemus, Secretary  
Board of Directors  
Cabazon Water District

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**Cabazon Water District**  
**Balance Sheet**  
As of September 30, 2016

	Sep 30, 16
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
11020 · General Bank Account-Chase	137,121.40
11030 · Payroll Bank Account-Chase	35,395.02
11040 · Trust Account- Chase - Cus Dep	11,735.56
11050 · Local Petty Cash	100.00
<b>Total Checking/Savings</b>	<b>184,351.98</b>
<b>Accounts Receivable</b>	
12021 · Accounts Rec - Special Invoices	19,083.69
<b>Total Accounts Receivable</b>	<b>19,083.69</b>
<b>Other Current Assets</b>	
<b>12000 · Accounts Receivable</b>	
12011 · Accounts Receivable - Co 1	100,212.99
12012 · Accounts Receivable - Co 2	47,903.68
12014 · Allow for Doubtful Accts Co 1	(8,225.34)
12015 · Allow for Doubtful Accts Co 2	(7,872.23)
<b>Total 12000 · Accounts Receivable</b>	<b>132,019.10</b>
<b>13010 · LAIF</b>	
13011 · LAIF	350,878.52
13012 · LAIF Annual Market Adjustment	267.79
<b>Total 13010 · LAIF</b>	<b>351,146.31</b>
<b>13020 · Bank of NY Trustee Accounts</b>	
13021 · Reserve Fund - DWR-HS 528	49,484.04
13022 · Repayment Fund DWR-HS 525	25,398.56
<b>Total 13020 · Bank of NY Trustee Accounts</b>	<b>74,882.60</b>
13040 · Prepaid Expenses	26,037.80
13060 · Inventory Total	102,973.68
<b>Total Other Current Assets</b>	<b>687,059.49</b>
<b>Total Current Assets</b>	<b>890,495.16</b>
<b>Fixed Assets</b>	
<b>14200 · Construction in Process</b>	
14203 · CIP DHPO Expansion	8,087.13
14204 · CIP Cabazon Outlets Expansion (Little Cabazon Mall...	9,692.35
14206 · Almond Vault Repair 2013	62,872.14
14208 · CIP Board Room	8,611.74
14209 · CIP Super Map	431.34
14210 · CIP 50100 Main St. Property (50100 Main St. Property...	4,070.00
<b>Total 14200 · Construction in Process</b>	<b>93,764.70</b>
<b>14310 · Tools and Equipment</b>	
<b>14320 · Source of Supply</b>	
14321 · Source of Supply- DHPO Intercon	553,807.23
14320 · Source of Supply - Other	548,138.93
<b>Total 14320 · Source of Supply</b>	<b>1,101,946.16</b>
14330 · Transmission & Distribution	7,767,650.86
14340 · Buildings & Structures	13,731.04
14350 · Water Treatment	8,800.00
14360 · Office Furniture and Equipment	82,471.41
14370 · Intangible Plant	11,032.00
14380 · Vehicles	106,410.86
14400 · Land	409,548.38
14500 · Accumulated Depreciation	(4,505,767.45)
<b>Total Fixed Assets</b>	<b>5,207,603.90</b>

**Cabazon Water District**  
**Balance Sheet**  
As of September 30, 2016

	Sep 30, 16
<b>TOTAL ASSETS</b>	<b>6,098,099.06</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
21100 · *Accounts Payable	54,127.87
<b>Total Accounts Payable</b>	54,127.87
<b>Other Current Liabilities</b>	
21210 · Misc Short Term Liability	
21220 · Jack Pryor	(692.41)
<b>Total 21210 · Misc Short Term Liability</b>	(692.41)
21300 · Customer Deposits	
21330 · Customer Deposits - Co 1	3,650.00
21340 · Customer Deposits - Co 2	4,724.21
21300 · Customer Deposits - Other	50.00
<b>Total 21300 · Customer Deposits</b>	8,424.21
21420 · Accrued Vacation Pay	12,588.93
21440 · DWR-HS Payable - Current	36,184.29
21450 · Current Portion Zion's Bank Ln	73,227.06
21490 · Accrued Expenses	1,966.81
<b>Total Other Current Liabilities</b>	131,698.89
<b>Total Current Liabilities</b>	185,826.76
<b>Long Term Liabilities</b>	
22000 · DWR-H Loan Payable (Payoff '26)	392,151.33
22100 · Zion's Bank Long Term (2023)	455,861.97
22200 · RCEDA Loan Payable	300,000.35
<b>Total Long Term Liabilities</b>	1,148,013.65
<b>Total Liabilities</b>	1,333,840.41
<b>Equity</b>	
31010 · Net Investment in Capital Asset	4,188,757.00
31020 · Restricted for Debt Service	233,447.00
31030 · Unrestricted Net Assets	
31041 · Reserved for Almond Vault Refur	50,000.00
31030 · Unrestricted Net Assets - Other	921,429.76
<b>Total 31030 · Unrestricted Net Assets</b>	971,429.76
32000 · Retained Earnings	(570,288.61)
Net Income	(59,086.50)
<b>Total Equity</b>	4,764,258.65
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>6,098,099.06</b>

**Cabazon Water District**  
**Profit & Loss**  
September 2016

	Sep 16	Aug 16
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
41000 · Operating Income		
41100 · Base Rate - Water Bills	90,955.59	90,862.83
41220 · Fire Sales - Water Bills	240.00	240.00
41240 · Meter Install and Removal	0.00	0.00
41310 · Penalty Fees - Water Bills	3,136.76	2,663.84
41320 · Lien Reinstatement Fees	0.00	0.00
41330 · New Account Fees - Water Bills	100.00	140.00
41360 · Incident Fee - Water Bills	0.00	0.00
41370 · Returned Check Fees	30.00	30.00
41500 · Stand By Fees - Tax Revenue	0.00	3,326.00
<b>Total 41000 · Operating Income</b>	<b>94,462.35</b>	<b>97,262.67</b>
42000 · Non-Operating Income		
42100 · Property Taxes		
42110 · Ad Valorem - Tax Revenue	509.46	368.70
<b>Total 42100 · Property Taxes</b>	<b>509.46</b>	<b>368.70</b>
42210 · Cell Tower Lease Income	1,966.81	1,966.81
42310 · Miscellaneous Non-Operating Inc	0.00	29.50
43000 · Interest Income		
43110 · Interest Inc - Gen, Trust, Payr	1.19	1.72
43140 · Interest Income - Water bills	476.28	408.79
43160 · Interest Income - DWR	0.54	0.41
<b>Total 43000 · Interest Income</b>	<b>478.01</b>	<b>410.92</b>
<b>Total 42000 · Non-Operating Income</b>	<b>2,954.28</b>	<b>2,775.93</b>
<b>Total Income</b>	<b>97,416.63</b>	<b>100,038.60</b>
<b>Gross Profit</b>	<b>97,416.63</b>	<b>100,038.60</b>
<b>Expense</b>		
50010 · Payroll - All Expenses		
51000 · Payroll Summary		
51050 · Directors' Fees	1,600.00	1,200.00
51100 · Management and Customer Service		
51135 · Office Assistant (Office Assistant)	674.68	106.88
51120 · Customer Accounts	3,475.10	3,643.25
51130 · Admin Assistant	3,586.50	4,059.55
51140 · General Manager	6,341.52	19,023.12
<b>Total 51100 · Management and Customer Service</b>	<b>14,077.80</b>	<b>26,832.80</b>
51200 · Water Operations		
51210 · Meter Reader	0.00	2,420.29
<b>Total 51200 · Water Operations</b>	<b>0.00</b>	<b>2,420.29</b>
56200 · Field Operations		
56220 · Field Workers	5,587.42	130.88
<b>Total 56200 · Field Operations</b>	<b>5,587.42</b>	<b>130.88</b>
<b>Total 51000 · Payroll Summary</b>	<b>21,265.22</b>	<b>30,583.97</b>
51300 · Payroll - Employee Ben Expense		
51310 · Workers Comp.	3,545.93	302.30
51320 · Employee Health Care	2,806.70	3,006.70

**Cabazon Water District**  
**Profit & Loss**  
September 2016

	Sep 16	Aug 16
51330 · Pension	3,862.73	5,085.33
51350 · Union Dues	(103.51)	15.40
51360 · Aflac Deductions	34.68	254.88
<b>Total 51300 · Payroll - Employee Ben Expense</b>	<b>10,146.53</b>	<b>8,664.61</b>
51400 · Payroll Expenses - Taxes, etc		
51410 · FICA and Medicare	1,639.41	2,387.12
51420 · SUI and ETT	487.45	89.14
51430 · Medical Testing	0.00	625.00
<b>Total 51400 · Payroll Expenses - Taxes, etc</b>	<b>2,126.86</b>	<b>3,101.26</b>
<b>Total 50010 · Payroll - All Expenses</b>	<b>33,538.61</b>	<b>42,349.84</b>
<b>52000 · Operational Expenses</b>		
53000 · Facilities, Wells, Trans, Dist		
53110 · Lab Fees	180.00	180.00
53120 · Site Landscaping & Maintenance	45.00	45.00
53130 · Meters	50.00	2,680.16
53140 · Generator Service Contractor	0.00	348.00
53160 · Utilities - Wells	10,899.88	11,047.68
53170 · SCADA (no ongoing contract )	609.22	608.00
5318 · Line Mtn & Rep Contractor		
53181 · Line Maint Repair Cont. Emergen (Emergency Work)	0.00	19,998.00
5318RE · Line Mtn & Rep Eq Rent Emerg	0.00	0.00
<b>Total 5318 · Line Mtn &amp; Rep Contractor</b>	<b>0.00</b>	<b>19,998.00</b>
53190 · Line Maint and Repair Materials	1,340.37	2,956.55
53210 · Well Maintenance	0.00	1,638.00
53300 · Security		
53330 · Crime Prevention (PSI & Verizon)	75.00	0.00
53350 · Alarms		
53355 · Alarm Phones	106.49	59.46
<b>Total 53350 · Alarms</b>	<b>106.49</b>	<b>59.46</b>
53380 · Materials	74.00	0.00
53390 · Audio Alarm (cont exp xx/xx)	5,240.48	413.90
53410 · Video Eq Lease (exp xx/xx)	724.00	724.00
<b>Total 53300 · Security</b>	<b>6,219.97</b>	<b>1,197.36</b>
53610 · Engineering Services	0.00	19,980.88
55131 · Meter Reading	0.00	(45.97)
<b>Total 53000 · Facilities, Wells, Trans, Dist</b>	<b>19,344.44</b>	<b>60,633.66</b>
<b>54000 · Utilities - Office</b>		
54110 · Electricity	1,277.84	1,599.95
54120 · Gas	26.59	20.66
54130 · Telephone	751.20	836.37
54140 · Trash Pickup/Office Cleaning	354.62	354.62
<b>Total 54000 · Utilities - Office</b>	<b>2,410.25</b>	<b>2,811.60</b>
<b>55000 · Office Expenses</b>		
55120 · Supplies & Equipment	31.15	922.71
55130 · Copier and Supplies	237.64	530.24
55150 · Postage	337.28	444.72
55160 · Printing & Publications	1,212.10	94.50

**Cabazon Water District**  
**Profit & Loss**  
September 2016

	Sep 16	Aug 16
55170 · Leases & Rents	82.56	0.00
55180 · Computer Services	3,474.50	4,553.30
55200 · Office Storage	500.00	500.00
55210 · Air Conditioning Servicing (Air Conditioning Unit Ser...	361.00	361.00
55000 · Office Expenses - Other	99.99	681.72
<b>Total 55000 · Office Expenses</b>	<b>6,336.22</b>	<b>8,088.19</b>
56000 · Support Services		
56200 · Temporary Labor	101.25	495.00
56300 · Financial Audit (through 20xx)	0.00	4,220.00
56400 · Accounting (monthly contract)	2,803.75	1,105.00
56500 · Legal Services		
565-00 · Legal - General	2,812.57	6,327.02
565.01 · Legal - Water	3,927.50	1,541.48
565-02 · Legal - Brown Act, Public Recor	101.58	926.19
565.07 · Legal - Personnel	275.00	1,415.88
<b>Total 56500 · Legal Services</b>	<b>7,116.65</b>	<b>10,210.57</b>
56600 · Bank Service Charges	130.39	111.28
56700 · Payroll Service	263.80	381.30
56800 · General Liability Insurance	2,213.96	1,711.19
<b>Total 56000 · Support Services</b>	<b>12,629.80</b>	<b>18,234.34</b>
57000 · Training/Travel		
57110 · Seminars/Training	125.00	0.00
57120 · Travel and Meals	32.29	846.39
<b>Total 57000 · Training/Travel</b>	<b>157.29</b>	<b>846.39</b>
58000 · Other Fees		
58110 · Riverside County Fees	0.00	52.50
<b>Total 58000 · Other Fees</b>	<b>0.00</b>	<b>52.50</b>
59000 · Service Tools & Equipment		
59110 · Shop Supplies and Small Tools	1,260.62	2,205.98
59120 · Vehicle Fuel	200.76	838.64
59130 · Employee Uniforms	0.00	528.45
59140 · Safety	3,814.69	0.00
59150 · Tractor Expenses	3,243.17	485.56
59160 · Backhoe Fuel	0.00	0.00
59170 · Equipment Rental	236.25	409.50
59180 · Service Trucks - Repair and Mtn	94.64	1,547.93
59190 · Water Ops Cell Phone/ Internet	0.00	11.91
59210 · Water Ops Computer Internet	0.00	0.00
59220 · Communications	0.00	2,288.10
<b>Total 59000 · Service Tools &amp; Equipment</b>	<b>8,850.13</b>	<b>8,316.07</b>
<b>Total 52000 · Operational Expenses</b>	<b>49,728.13</b>	<b>98,982.75</b>
61000 · Non-Operating Expenses		
61150 · Returned Checks	100.00	0.00
61180 · DHPO Interest Expense	7,054.44	0.00
61240 · Miscellaneous	0.00	216.33
61241 · Website Support	110.00	110.00
<b>Total 61000 · Non-Operating Expenses</b>	<b>7,264.44</b>	<b>326.33</b>
65000 · Depreciation and Amortization		

**Cabazon Water District**  
**Profit & Loss**  
September 2016

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	<u>Sep 16</u>	<u>Aug 16</u>
65110 · Depreciation	22,189.00	22,189.00
Total 65000 · Depreciation and Amortization	22,189.00	22,189.00
Total Expense	112,720.18	163,847.92
Net Ordinary Income	(15,303.55)	(63,809.32)
Net Income	<u>(15,303.55)</u>	<u>(63,809.32)</u>

Cabazon Water District  
Statement of Cash Flows  
Month Ended September 30, 2016

Beginning Balance	<u>168,355.88</u>
Receipts:	
Water Service	101,906.15
Tax Revenue	509.46
Cell Tower Revenue	1,966.81
Customer Deposits	300.00
Interest Income	1.19
LAIF Interest	81,000.00
Other	-
Total Receipts	<u>185,683.61</u>
Expenditures:	
Paid Bills	142,401.08
Payroll Expenses	27,156.04
Deposit Refunds	
Debt Repayment	-
Other	130.39
Total Expenditures	<u>169,687.51</u>
Net Receipts/(Expenditures)	<u>15,996.10</u>
Ending Cash	<u><u>184,351.98</u></u>





**CABAZON WATER DISTRICT  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of \_\_\_\_\_, 2016 by and between the Cabazon Water District ("District"), and NBS Financial & Insurance Services, Inc., a California corporation with its principal place of business at 340 North Westlake Blvd., Suite 112, Westlake Village, California (hereinafter referred to as "Consultant"). District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

A. District is a public agency of the State of California and is in need of professional services for the following project:

2016 District Rate Study Services project (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for District to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the District with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$15,000**. This amount is to cover all printing and related costs, and the District will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the District by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the District and executed by both Parties before performance of such services, or the District will not be required to pay for the changes in the

scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by District.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work. Consultant shall complete the services required hereunder within **150 calendar days** from the commencement date specified in the Notice to Proceed.

6. Delays in Performance.

a. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant shall become an employee of District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from District as herein provided.

11. Insurance. Consultant shall not commence work for the District until it has provided evidence satisfactory to the District it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(iv) The policy shall give District, its officials, officers, employees, agents and District designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give District, its officials, officers, employees, agents and District designated volunteers additional insured status.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence

Professional Liability

\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District,

and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

(iii) Neither the District nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the District), indemnify and hold the District, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. [Reserved].

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

17. Termination or Abandonment

a. District has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Consultant of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Agreement through no fault of Consultant.

18. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the District.

19. Organization

Consultant shall assign Greg Clumpner as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the District.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

DISTRICT:

CONSULTANT:



Cabazon Water District  
P.O. Box 297  
14618 Broadway Street  
Cabazon, CA 92230  
Attn: Calvin Louie

NBS Financial & Insurance Services, Inc.  
340 N. Westlake Blvd., Suite 112  
Westlake Village, CA 91362  
Attn: Greg Clumpner, Director

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. District's Right to Employ Other Consultants

District reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CABAZON WATER DISTRICT  
AND NBS FINANCIAL & INSURANCE SERVICES, INC.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**CABAZON WATER DISTRICT**

*Approved By:*

\_\_\_\_\_  
Calvin Louie  
General Manager

\_\_\_\_\_  
Date

**NBS FINANCIAL & INSURANCE  
SERVICES, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

EXHIBIT A  
Scope of Services

## EXHIBIT B

### Schedule of Charges/Payments

Consultant will invoice District on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform District regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

EXHIBIT C  
Activity Schedule



# DIVERSIFIED PRODUCT IND., LTD

P.O. BOX 43621, LOS ANGELES, CA 90043 310/858-5505 FAX 310/858-5529  
CUCP DBE CERTIFICATION No. 002906

August 10, 2016

## VIA EMAIL AND CERTIFIED MAIL - RETURN RECEIPT

### VIA CERTIFIED MAIL and EMAIL TO: Steve.Anderson@bbklaw.com

Steven M. Anderson, Esq - Partner   CC:  
Best Best & Krieger LLC               DISTRIBUTION  
3390 University Avenue, 5<sup>th</sup> Floor  
Riverside, CA 92501  
Phone: 951-686-1450

**RE: DEMAND FOR WASTEWATER AND WATER WILL SERVE ENGINEERING DEPOSITS REFUND**  
**Reference: Tract Map 33884; Cabazon Rancho "Carmen Meadows" Subdivision Project, Water and Wastewater Engineering Services performed by Krieger & Stewart Lot 90, Northwest Corner of Broadway St/Carmen Ave., Cabazon, CA 92230, APN 526-131-004 and APN 526-131-002**

Dear Attorney Steven Anderson,  
Pursuant to the Cabazon Water District's requirement, deposits totaling \$11,000 were made in 2007 FBO Krieger & Stewart Engineering and Best, Best & Krieger consultants for the referenced Tract Map 33884 Water and Wastewater Engineering Services, i.e.,

- a) \$1,000 for Wastewater engineering plan (June 2007)
- b) \$5,000 for Water Service (August 2007)
- c) \$5,000 for Wastewater Service (November 2007)

*Attached herein is Exhibit A, as provided by the Cabazon Water District, dated June 21, 2016, as proof of the \$11,000 in deposits. However, Exhibit A is missing details and is an insufficient accounting record!*

Pursuant to both the Water and Wastewater Will-Serve letters, the District is required to refund any unused portion of the above-mentioned deposits. Hence, this is a formal demand for:

- 1) A detailed itemized accounting **BY INVOICE** for Water & Wastewater Engineering Services performed, i.e., for each invoice; include date, activity performed, engineering/consultant representative name, hours of services and charges)
- 2) Refund of ALL unused deposits

To avoid further legal actions, your response is requested within ten (10) days, on or by August 19, 2016. Feel free to contact me directly at 213-618-1040 should you have questions.

Sincerely,

Jack C. Pryor

### PIPE • FABRICATED SPECIALS • TUBING • BEAMS • PILING • TRACK & O.T.M • STAINLESS

THE INFORMATION CONTAINED IN THIS MEMO IS PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INTENDED RECIPIENT NAMED ABOVE. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY COPYING OF THIS COMMUNICATION OR DISSEMINATION OR DISTRIBUTION OF IT TO ANYONE OTHER THAN THE INTENDED RECIPIENT IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE US POSTAL SERVICE.



# **DIVERSIFIED PRODUCT IND., LTD**

P.O. BOX 43621, LOS ANGELES, CA 90043 310/858-5505 FAX 310/858-5529  
CUCP DBE CERTIFICATION No. 002906

Attachment – Exhibit A

## **DISTRIBUTION:**

### **VIA EMAIL TO:**

- ◆ Calvin Louie; Cabazon Water District, General Manager @ [CLouie@cabazonwater.org](mailto:CLouie@cabazonwater.org)
- ◆ Robert A. Krieger, P.E.; Krieger & Stewart, Inc, Chairman of the Board @ [rkrieger@kriegerandstewart.com](mailto:rkrieger@kriegerandstewart.com)
- ◆ Rodney S. Woods, Krieger & Stewart, Inc @ [rwoods@kriegerandstewart.com](mailto:rwoods@kriegerandstewart.com)
- ◆ Eric Garner; Best Best & Krieger, Managing Partner @ [Eric.Garner@BBKLaw.com](mailto:Eric.Garner@BBKLaw.com)
- ◆ John Rodriguez; HEITEC, Director of Operations @ [jrodriguez@heitecinc.com](mailto:jrodriguez@heitecinc.com)
- ◆ Joel Erwin; HEITEC, Designer @ [jerwin@heitecinc.com](mailto:jerwin@heitecinc.com)
- ◆ Peter Hsaio, Esq; Morrison Foerster Law Firm, Partner @ [PHsiao@mfo.com](mailto:PHsiao@mfo.com)
- ◆ ESQ

## **PIPE • FABRICATED SPECIALS • TUBING • BEAMS • PILING • TRACK & O.T.M • STAINLESS**

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21210 - Misc Short Term Liability  
21220 - Jack Poyer

**BREAKDOWN LISTED HEREIN  
IS INSUFFICIENT**

**NEED ITEMIZED DETAILS  
TO INCLUDE KRIEGER &  
STEWART AND/OR BEST,  
BEST & KRIEGER THE  
ACTUAL DETAILED  
INVOICE COPIES WITH  
DATE, ACTIVITY  
PERFORMED, ENGINEER  
NAME, HOURS OF  
SERVICE AND CHARGES**

Total 21220 - Jack Poyer  
Total 21210 - Misc Short Term Liability  
TOTAL

Type	Date	Item	Marco	Memo	Cr	Split	Amount	Balance
Deposit	09/29/2007	5223	Driveshaft Products Industries	Refundable Deposit Jack Poyer		11020 - General Bank Account-Chase	1,000.00	0.00
Bill	09/30/2007		Best Best & Krieger	Inv. 545587		21100 - *Accounts Payable	0.00	1,000.00
Deposit	09/30/2007	5268	Driveshaft Products Industries, LTD	Common Monitors		11020 - General Bank Account-Chase	5,000.00	6,000.00
Bill	09/27/2007	Inv. 29784	Krieger & Stewart, Inc.			21100 - *Accounts Payable	(933.20)	5,066.80
Bill	10/25/2007	Inv. 29908	Best Best & Krieger	Water's wastewater		21100 - *Accounts Payable	(70.00)	4,996.80
Bill	11/13/2007	526500	Jack Poyer	common monitors		21100 - *Accounts Payable	(70.00)	4,926.80
Deposit	11/13/2007	526487	Best Best & Krieger	2.5 hours @ 280 for Poyer		11020 - General Bank Account-Chase	5,000.00	8,626.80
Bill	11/16/2007	Inv. 30021	Krieger & Stewart, Inc.	Jack Poyer account		21100 - *Accounts Payable	(700.00)	7,926.80
Bill	12/09/2007	Inv. 581438	Best Best & Krieger			21100 - *Accounts Payable	(973.80)	6,953.00
Bill	12/18/2007	Inv. 30233	Krieger & Stewart, Inc.			21100 - *Accounts Payable	(380.00)	6,573.00
Bill	01/18/2008	Inv. 30272	Krieger & Stewart, Inc.			21100 - *Accounts Payable	(608.00)	5,965.00
Bill	02/21/2008	Inv. 30465	Krieger & Stewart, Inc.			21100 - *Accounts Payable	(915.00)	5,050.00
Bill	03/17/2008	Inv. 30591	Krieger & Stewart, Inc.			21100 - *Accounts Payable	(298.00)	4,752.00
Bill	04/02/2008	Inv. 572652	Best Best & Krieger			21100 - *Accounts Payable	(384.00)	4,368.00
Bill	05/21/2008	Inv. 30885	Krieger & Stewart, Inc.			21100 - *Accounts Payable	(65.00)	4,303.00
General Journal	07/01/2008			KSS Invoice 27998-11-18-09 should have been -SPILT-		21100 - *Accounts Payable	(134.00)	4,169.00
General Journal	07/01/2008			KSS Invoice 28540-11-18-07 should have been c 21220 - Jack Poyer			(488.00)	3,681.00
General Journal	07/01/2008			KSS Invoice 28440-7-27-07 should have been c 21220 - Jack Poyer			(490.00)	3,191.00
General Journal	07/01/2008			KSS Invoice 28481-8-3-07 should have been on 21220 - Jack Poyer			(1,181.00)	2,010.00
General Journal	11/20/2009			write off uncollectible receivable			(954.00)	1,056.00
General Journal	01/28/2013	35982	Krieger & Stewart, Inc.	81180 - Best Debt Expense			320.25	1,376.25
Bill	02/21/2013	36065	Krieger & Stewart, Inc.	Compsanded with DPI's engineer regarding Ds-21100 - *Accounts Payable			(570.01)	806.24
Bill				Developer Project: Cumen Splitting: Centropo 21100 - *Accounts Payable			(121.50)	684.74
							(892.41)	(207.67)
							(892.41)	(1,090.08)
							(892.41)	(1,982.49)

June 2007 DPI \$1,000 Deposit  
August 2007 DPI \$5,000 Deposit

Nov 2007 DPI \$5,000 Deposit

**TOTAL REFUNDABLE DPI DEPOSITS FOR WATER AND WASTEWATER  
ENGINEERING SERVICES = \$11,000**

**EXHIBIT A - PROOF OF DEPOSITS**

**Cabazon Water District**  
**Transactions by Account**  
As of September 14, 2016

Type	Date	Num	Name	Split	Amount	Balance
<b>21210 - Misc Short Term Liability</b>						
<b>21220 - Jack Pryor</b>						
Deposit	06/29/2007	5223	Diversified Product Industrie Refundable Deposit Jack Pryor	11020 - General Bank Account-CI	1,000.00	1,000.00
Bill	06/30/2007		Best Best & Krieger Inv. 549587	21100 - *Accounts Payable	0.00	1,000.00
Deposit	08/24/2007	5268	Diversified Product Industrie Carmen Meadows	11020 - General Bank Account-CI	5,000.00	6,000.00
Bill	09/27/2007	inv. 29764	Krieger & Stewart, Inc.	21100 - *Accounts Payable	(385.60)	5,614.40
Bill	10/25/2007	inv. 29906	Krieger & Stewart, Inc.	21100 - *Accounts Payable	(1,692.10)	3,922.30
Bill	11/13/2007	558500	Best Best & Krieger Water& wastewater	21100 - *Accounts Payable	(70.00)	3,852.30
Deposit	11/13/2007	41894514	Jack Pryor carmen meadows	11020 - General Bank Account-CI	5,000.00	8,852.30
Bill	11/13/2007	558497	Best Best & Krieger 2.5 hours @ 280 for Pryor	21100 - *Accounts Payable	(700.00)	8,152.30
Bill	11/16/2007	inv. 30021	Krieger & Stewart, Inc. Jack Pryor account	21100 - *Accounts Payable	(873.60)	7,278.70
Bill	12/06/2007	inv. 561438	Best Best & Krieger	21100 - *Accounts Payable	(280.00)	6,998.70
Bill	12/18/2007	inv. 30133	Krieger & Stewart, Inc.	21100 - *Accounts Payable	(908.60)	6,090.10
Bill	01/18/2008	inv. 30272	Krieger & Stewart, Inc.	21100 - *Accounts Payable	(515.90)	5,574.20
Bill	02/21/2008	inv. 30435	Krieger & Stewart, Inc.	21100 - *Accounts Payable	(268.00)	5,306.20
Bill	03/17/2008	inv. 30591	Krieger & Stewart, Inc.	21100 - *Accounts Payable	(384.90)	4,921.30
Bill	04/02/2008	inv. 570352	Best Best & Krieger	21100 - *Accounts Payable	(35.00)	4,886.30
Bill	05/20/2008	inv. 30895	Krieger & Stewart, Inc.	21100 - *Accounts Payable	(134.00)	4,752.30
General Journal	07/01/2008		K&S invoice 27989 11-16-06 should have t-SPLIT-		(468.00)	4,284.30
General Journal	07/01/2008		K&S invoice 28340 1-19-07 should have be 21220 - Jack Pryor		(1,497.55)	2,786.75
General Journal	07/01/2008		K&S invoice 29440 7-27-07 should have be 21220 - Jack Pryor		(960.00)	1,826.75
General Journal	07/01/2008		K&S invoice 29481 8-3-07 should have be 21220 - Jack Pryor		(1,193.00)	633.75
General Journal	07/01/2008		K&S invoice 29480 8-3-07 should have be 21220 - Jack Pryor		(954.00)	(320.25)
General Journal	11/30/2009		write off uncollectible receivable	61190 - Bad Debt Expense	320.25	0.00
Bill	01/26/2013	35992	Krieger & Stewart, Inc. Corresponded with DPI's engineer regardir 21100 - *Accounts Payable	21100 - *Accounts Payable	(570.91)	(570.91)
Bill	02/23/2013	36063	Krieger & Stewart, Inc. Developer Projects: Carmen Springs: Corri 21100 - *Accounts Payable	21100 - *Accounts Payable	(121.50)	(692.41)
General Journal	06/30/2013		To move Jack Pryor - Costs spent - to rece 12025 - Miscellaneous Receivable		692.41	0.00
General Journal	07/01/2013		Reverse YE Entry for Jack Pryor 12025 - Miscellaneous Receivable		(692.41)	(692.41)
General Journal	06/30/2014		To move Jack Pryor receivable to the prop. 12025 - Miscellaneous Receivable		692.41	0.00
General Journal	12/15/2014		Reverse audit entry 12025 - Miscellaneous Receivable		(692.41)	(692.41)
General Journal	06/30/2015		To move Jack Pryor contra-liability to recei 12025 - Miscellaneous Receivable		692.41	0.00
General Journal	07/01/2015		To move Jack Pryor contra-liability to recei 12025 - Miscellaneous Receivable		(692.41)	(692.41)
Total 21220 - Jack Pryor						(692.41)
Total 21210 - Misc Short Term Liability						(692.41)
<b>TOTAL</b>						<b>(692.41)</b>

**Cabazon Water District**  
**Transactions by Account**  
As of September 14, 2016

Type	Date	Num	Name	Memo	Split	Amount Billed To Mr. Pryor	Balance	Original Invoice Amount	
<b>21210 - Misc Short Term Liability</b>									
<b>21220 - Jack Pryor</b>									
Deposit	06/29/2007	5223	Drivesified Product Industrit Refundable Deposit Jack Pryor		11020 - General Bank Account-C	1,000.00	1,000.00	Deposit \$ 805.00	
Bill	06/30/2007		Best Best & Krieger	Inv. 549587	21100 - *Accounts Payable	0.00	1,000.00	Deposit \$ 385.60	
Deposit	08/24/2007	5266	Diversified Product Industrit Carmen Meadows		11020 - General Bank Account-C	5,000.00	6,000.00	Deposit \$ 1,692.10	
Bill	09/27/2007	inv. 29764	Krieger & Stewart, Inc.		21100 - *Accounts Payable	(385.60)	5,614.40	Deposit \$ 70.00	
Bill	10/29/2007	Inv. 29906	Krieger & Stewart, Inc.	Water& wastewater	21100 - *Accounts Payable	(1,692.10)	3,922.30	Deposit \$ 3,379.79	
Bill	11/13/2007	558500	Best Best & Krieger	carmen meadows	21100 - *Accounts Payable	(70.00)	3,852.30	Deposit \$ 873.60	
Deposit	11/13/2007	41894514	Jack Pryor	2.5 hours @ 280 for Pryor	11020 - General Bank Account-C	5,000.00	8,852.30	Deposit \$ 280.00	
Bill	11/13/2007	558497	Best Best & Krieger	Jack Pryor account	21100 - *Accounts Payable	(700.00)	8,152.30	Deposit \$ 908.60	
Bill	11/16/2007	Inv. 30021	Krieger & Stewart, Inc.		21100 - *Accounts Payable	(873.60)	7,278.70	Deposit \$ 515.90	
Bill	12/06/2007	Inv. 561438	Best Best & Krieger		21100 - *Accounts Payable	(280.00)	6,998.70	Deposit \$ 1,602.00	
Bill	12/18/2007	inv. 30133	Krieger & Stewart, Inc.		21100 - *Accounts Payable	(908.60)	6,090.10	Deposit \$ 384.90	
Bill	01/18/2008	Inv. 30272	Krieger & Stewart, Inc.		21100 - *Accounts Payable	(515.90)	5,574.20	Deposit \$ 35.00	
Bill	02/21/2008	Inv. 30435	Krieger & Stewart, Inc.		21100 - *Accounts Payable	(268.00)	5,306.20	Deposit \$ 1,611.80	
Bill	03/17/2008	Inv. 30591	Krieger & Stewart, Inc.		21100 - *Accounts Payable	(35.00)	4,866.30	Deposit \$ 468.00	
Bill	04/02/2008	Inv. 570352	Best Best & Krieger		21100 - *Accounts Payable	(134.00)	4,732.30	Deposit \$ 1,497.55	
Bill	05/20/2008	inv. 30895	Krieger & Stewart, Inc.		21100 - *Accounts Payable	(468.00)	4,264.30	Deposit \$ 960.00	
General Journal	07/01/2008			K&S invoice 27989 11-16-06 should have been coded to Prior	-SPLIT-			Deposit \$ 1,193.00	
General Journal	07/01/2008			K&S invoice 28340 1-19-07 should have been coded to Prior	21220 - Jack Pryor	(1,497.55)	2,766.75	Deposit \$ 954.00	
General Journal	07/01/2008			K&S invoice 29440 7-27-07 should have been coded to Prior	21220 - Jack Pryor	(960.00)	1,826.75	Write - Off \$ 570.91	
General Journal	07/01/2008			K&S invoice 29481 8-3-07 should have been coded to Prior	21220 - Jack Pryor	(1,193.00)	633.75	Write - Off \$ 121.50	
General Journal	07/01/2008			K&S invoice 29480 8-3-07 should have been coded to Prior	21220 - Jack Pryor	(954.00)	(320.25)		
Bill	01/26/2013	35992	Krieger & Stewart, Inc.	write off uncollectible receivable	61190 - Bad Debt Expense	320.25	0.00		
Bill	02/23/2013	36063	Krieger & Stewart, Inc.	Corresponded with DPI's engineer regarding District Standards	21100 - *Accounts Payable	(570.91)	(570.91)		
General Journal	06/30/2013			Developer Projects: Carmen Springs: Corresponded with DPI's	21100 - *Accounts Payable	(121.50)	(692.41)		
General Journal	07/01/2013			To move Jack Pryor - Costs spent - to receivable from negative	12025 - Miscellaneous Receivable	692.41	0.00		
General Journal	06/30/2014			Reverse YE Entry for Jack Pryor	12025 - Miscellaneous Receivable	(692.41)	(692.41)		
General Journal	12/15/2014			To move Jack Pryor receivable to the proper account for end of	12025 - Miscellaneous Receivable	692.41	0.00		
General Journal	06/30/2015			Reverse audit entry	12025 - Miscellaneous Receivable	(692.41)	(692.41)		
General Journal	06/30/2015			To move Jack Pryor contra-liability to receivable at tye 06/30/20	12025 - Miscellaneous Receivable	692.41	0.00		
General Journal	07/01/2015			To move Jack Pryor contra-liability to receivable at tye 06/30/20	12025 - Miscellaneous Receivable	(692.41)	(692.41)		
Total 21220 - Jack Pryor							(692.41)	(692.41)	
Total 21210 - Misc Short Term Liability							(692.41)	(692.41)	
<b>TOTAL</b>							<b>(692.41)</b>	<b>(692.41)</b>	

