



BOARD PACKAGE

June 14, 2023

Regular Board Meeting – 5:00 p.m.

REGULAR BOARD MEETING AGENDA

June 14, 2023

Phelan Community Center
4128 Warbler Road, Phelan, CA 92371 &
Monterey County Fair RV Park
2004 Fairground Road, Monterey, California, 93940
& Remotely (see below)

REGULAR BOARD MEETING – 5:00 P.M.

Call to Order – Pledge of Allegiance

Roll Call

1) **Approval of Agenda**

2) **Public Comment** – Under this item, any member of the public wishing to directly address the Board on any item of interest that may or may not be within the subject matter jurisdiction of the Board, but not listed on the agenda, may do so at this time. However, the Board is prohibited by law from taking any action on any item not appearing on the agenda unless the action is otherwise authorized by the Brown Act. Any member of the public wishing to directly address the Board on any item listed on the agenda may do so when the item is being considered by the Board. Speakers are requested to be brief in their remarks. The Chair may limit each speaker to a comment period of five (5) minutes.

a) **General Public**

b) **Community Reports**

- C.E.R.T.
- County Supervisor
- Federal Representatives
- Fire
- Mojave Water Agency
- School District
- Sheriff
- State Representatives

3) **Consent Items**

- a) Approval of Minutes
- b) Approval of Contractor Payments
- c) Approval of Board Stipends/Reimbursements
- d) Acceptance of May Disbursements

4) **Matters Removed from Consent Items**

5) **Presentations/Appointments**

6) **Continued/New Agenda Items**

- a) Public Hearing on Solid Waste Collection Services Rates
 1. Secretary's Report
 2. Attorney's Report on Action Taken Prior to this Hearing
 3. Staff's Report



Mission Statement:

The Mission of the Phelan Piñon Hills Community Services District is to efficiently provide authorized services and maximize resources for the benefit of the community.

Authorized Services:

- Water
- Parks & Recreation
- Street Lighting
- Solid Waste & Recycling

4. Public Comments, Protests, and Objections
 - a. Any person may address the Board on the solid waste collection services rates
 - b. Staff responses to comments, protests, and objections
- b) Discussion & Possible Action Regarding Resolution No. 2023-15; Adopting Rates for Solid Waste Collection Services Charges
- c) Update on Solid Waste Program Implementation
- d) Discussion & Possible Approval to Enter into a Professional Services Agreement with Dodson and Associates to Prepare an Initial Study, CEQA Compliance for a Proposed 1.5-Million-Gallon Reservoir at Site 6A
- e) Discussion & Possible Approval to Enter into a Professional Services Agreement with Wallace Group, Inc. for Design Work & Project Management for the Phelan Park Improvement Project
- f) Discussion & Possible Approval to Enter into a Professional Services Agreement with Wallace Group, Inc. for Professional Landscape Architectural Services for Design Development & Management for the Phelan Park Expansion Project
- g) Discussion & Possible Adoption of Resolution No. 2023-16; Establishing an Appropriations Limit for Fiscal Year 2023/2024
- h) Discussion & Possible Action Regarding Enterprise Capital Improvement Plan Schedule
- i) Discussion & Possible Action Regarding Special Districts Risk Management Authority's Board of Directors Election
- j) Update on the Proposed Civic Center & Phelan Park Expansion Projects
- 7) **Committee Reports/Comments**
 - a) Engineering Committee (Standing)
 - b) Finance Committee (Standing)
 - c) Legislative Committee (Standing)
 - d) Parks, Recreation & Street Lighting Committee (Standing)
 - e) Waste & Recycling Committee (Standing)
- 8) **Staff and General Manager's Report**
- 9) **Reports**
 - a) Director's Report
 - b) President's Report
- 10) **Correspondence/Information**
- 11) **Review of Action Items**
 - a) Prior Meeting Action Items
 - b) Current Meeting Action Items
- 12) **Set Agenda for Next Meeting**
 - Regular Board Meeting – June 28, 2023
- 13) **Adjournment**

Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, that is sought in order to participate in the above-agendized public meeting should be directed to the District's General Manager at (760) 868-1212 at least 24 hours prior to said meeting.

Agenda materials can be viewed online at www.pphcsd.org

Remote Viewing:

To watch the livestream (view only – nonparticipating), visit our YouTube channel:

[PPHCSD YouTube Channel Link](#)

Remote Participation:

To provide public comment, or otherwise participate remotely, select the meeting you wish to attend on the District's website and then click the "Join Remote Meeting" option.

<https://www.pphcsd.org/meetings>

Please be advised that remote participation and livestreaming options are provided as a courtesy to the public and technical issues could occur, resulting in delays or the inability to participate remotely or livestream. It is recommended that you attend in person to ensure you are able to participate.

Written Comments:

You may also email your public comment to the Board Secretary at ksevy@pphcsd.org by the meeting start time listed on this agenda. Your comment will be added to the record by the Board Secretary.

Please check the District website for updates on this meeting. We encourage you to sign up for our email notifications by emailing ksevy@pphcsd.org or by visiting our website and completing the signup form at www.pphcsd.org under the "Agendas and Minutes" tab.

Agenda Item 3a

Approval of Board Minutes

REGULAR BOARD MEETING MINUTES

May 24, 2023

Phelan Community Center
4128 Warbler Road, Phelan, CA 92371
& Remotely Via Zoom or Conference Call

Board Members Present: Rebecca Kujawa, President
Mark Roberts, Vice President
Chuck Hays, Director
Deborah Philips, Director
Greg Snyder, Director

Board Members Absent: None

Staff Present: Don Bartz, General Manager
George Cardenas, Engineering Manager
Kim Sevy, HR & Solid Waste Manager/District Clerk
Sean Wright, Water Operations Manager
Chris Cummings, Assistant Water Operations Manager
Jennifer Oakes, Executive Management Analyst

District Counsel: Steve Kennedy, General Counsel

REGULAR BOARD MEETING – 5:00 P.M.

Call to Order

President Kujawa called the meeting to order at 5:00 p.m. and the Pledge of Allegiance was conducted.

Roll Call

All Directors were present at roll call.

1) Approval of Agenda

Mr. Bartz requested to remove Item 13 and to amend the APN for Item 6a to 3098-081-01. Director Philips moved to approve the Agenda, as amended. Director Snyder seconded the motion. Motion carried 5-0.

2) Public Comment

a) General Public

Public comment was provided by Peter Barnes.

b) Community Reports

- **School District:** Superintendent Holman noted the District's art contest and congratulated the participants.

- **County Supervisor:** Sam Shoup, Field Representative for Supervisor Cook, provided an update on the Phelan Road widening project and the county's emergency plan regarding the Cajon Pass.
- **State Representatives:** Victor Hernandez, Field Representative for Rosilicie Ochoa-Bogh, provided an update on bills in the legislature.

3) **Consent Items**

Vice President Roberts moved to approve the Consent Items. Director Hays seconded the motion. Motion carried 5-0.

4) **Matters Removed from Consent Items**

5) **Presentations/Appointments**

President Kujawa and Ms. Sevy presented the 2023 Earth Day Art Contest awards.

6) **Continued/New Agenda Items**

a) **Discussion & Possible Action Regarding Temporary Use Agreement with Asplundh Construction for APN 3098-081-01**

Staff Recommendation: For the Board to approve the Temporary Use Agreement with Asplundh Construction for APN 3098-081-01.

Mr. Bartz introduced this item.

Director Philips moved to approve the Temporary Use Agreement with Asplundh Construction for APN 3098-081-01. Director Snyder seconded the motion. Motion carried 5-0.

b) **Discussion & Possible Action Regarding Chromium-6 Mitigation Projects**

Staff Recommendation: For the Board to authorize staff to move forward with the development of projects necessary for Chromium-6 maximum contaminant level (MCL) mitigation in anticipation of upcoming California Department of Water Resources (CDWR) recommendations and State Water Board adoption.

Ms. Bartz introduced this item.

Consensus of the Board was to authorize staff to move forward with the development of projects necessary for Chromium-6 maximum contaminant level (MCL) mitigation in anticipation of upcoming California Department of Water Resources (CDWR) recommendations and State Water Board adoption.

c) **Discussion & Possible Action Regarding Well No. 15 Payment No. 4 and Change Order No. 2**

Staff Recommendation: For the Board to approve Southwest Pump and Drilling's application for payment for services and materials furnished at Well No. 15.

Mr. Bartz introduced this item.

Vice President Roberts moved to approve staff recommendation for a period of one year. Director Philips seconded the motion. Motion carried 5-0.

d) **Discussion & Possible Action Regarding Purchase of Mini-Excavator & Hydraulic Tilt Trailer**

Staff Recommendation: For the Board to approve the purchase of a new Kubota U55-5R1A Excavator with a quick coupler and angle blade from Apex Equipment, and Hydraulic Tilt Trailer from Trailersplus.

Mr. Bartz introduced this item.

Director Snyder moved to approve staff recommendation. Director Philips seconded the motion. Motion carried 5-0.

e) **Update on Proposed Civic Center & Phelan Park Expansion Projects**

Staff Recommendation: None

Mr. Cardenas provided an update on the WQMP; it is awaiting final approval from the county. The county has taken lead on CEQA and will be completing noticing soon.

No action taken; not an action item.

7) **Committee Reports/Comments**

- a) **Engineering Committee (Standing)** – Met and reviewed the CIP and Chromium-6 projects.
- b) **Finance Committee (Standing)** – Has not met.
- c) **Legislative Committee (Standing)** – Has not met.
- d) **Parks, Recreation & Street Lighting Committee (Standing)** – Has not met.
- e) **Waste & Recycling Committee (Standing)** – Met and discussed status of implementation and solid waste collection ordinance revision.

8) **Staff and General Manager's Report**

Nothing further to report.

9) **Reports**

a) **Director's Report**

Philips – Attended ASBCSD meeting and also MWA's workshop regarding history of the adjudication; a written report will be provided at the next meeting.

Roberts – Noted the drop in water consumption in the last four months compared to prior two years.

Hays – Thanked Ms. Sevy for her work with solid waste implementation.

Snyder – Nothing to report.

- b) **President's Report** – Attended ASBCSD meeting.

10) **Correspondence/Information** – The items in the packet were noted.

11) **Review of Action Items**

- a) **Prior Meeting Action Items** – Complete
- b) **Current Meeting Action Items** – None

12) **Set Agenda for Next Meeting**

- Regular Board Meeting – June 14, 2023, 5:00 p.m.

13) **Adjournment**

With no further business before the Board, the meeting was adjourned at 5:51 p.m.

Agenda materials can be viewed online at www.pphcsd.org

Rebecca Kujawa, President of the Board

Date

Kim Sevy, HR & Solid Waste Manager/District Clerk

Date

Agenda Item 3b

Approval of Contractor
Payments

Payment Approval Form - Contractor/Consultant

Date: 06/06/2023

Name of Vendor: IB Consulting, LLC

Description of work: Water Rate Study 2023

Purchase Order # PO-05483

Date of Board Approval November 2, 2023

Original Approved Amount:	\$ 43,640.00
PO-05441	<u>\$6,090.00</u>
PO-05483	<u>\$37,550.00</u>

Total Contract Amount \$ 43,640.00

% Completed to Date 26%

Total Invoiced to Date \$ 11,380.00

Amount Paid to Date 6,090.00

Total Due this Invoice	\$5,290.00
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Total Contract Amount After Invoice: \$ 32,260.00

Certification that the above work is completed as reflected on the invoice.

 6/6/23
Assistant General Manager / CFO Date

 6/6/23
General Manager Date

Approved by Board of Directors: _____
Date

IB Consulting, LLC

31938 Temecula Parkway, Suite A #350
 Temecula, CA 92592
 (615) 870-9371
 aboehling@ibconsultinginc.com



INVOICE

BILL TO
 Lori Lowrance
 Phelan Pinion Hills CSD
 4176 Warbler Rd
 Phelan, CA 92371

INVOICE 19443
 DATE 05/04/2023
 TERMS Net 30
 DUE DATE 06/03/2023

TIME PERIOD
 April 2023

ACCOUNT SUMMARY

04/11/2023	Balance Forward	6,090.00
	Other payments and credits after 04/11/2023 through 05/03/2023	-6,090.00
05/04/2023	Other invoices from this date	0.00
	New charges (details below)	5,290.00
	Total Amount Due	5,290.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Consulting Services	Principals Effort: Internal discussions with Budget, water supplies, and FP modeling	10	225.00	2,250.00
Sr Consultant	Sr. Consultant: Draft FP Modeling completed and ready for internal review	16	190.00	3,040.00

FY 2023 Rate Study	TOTAL OF NEW CHARGES	5,290.00
	BALANCE DUE	\$5,290.00

Estimate Summary

Estimate 1082	43,640.00
Invoice 19426	6,090.00
This invoice 19443	5,290.00
Total invoiced	11,380.00

DESCRIPTION Consulting Srvcs: Budget, Water Supplies, FP
 GL ACCT # 22-05183 AMT 5290

NOTES

IB Cb1 GFN MGP
 DEPT MGR ADMIN MGR



PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT PURCHASE ORDER

P.O. Box 294049
Phelan, CA 92329-4049
(760) 868-1212

PO Number: PO-05483

Date: 04/30/2023

Request #: PO-05483

Vendor #: IB CON

ISSUED TO: IB Consulting, LLC
31938 Temecula Parkway, Suite 350
Temecula, CA 92592-

SHIP TO: Service
Service
Phelan, CA 92371

ITEM	UNITS	DESCRIPTION	PROJECT	PRICE	GL ACCOUNT #	GL ACCOUNT NAM	AMOUNT
1		Consulting Svcs. - Budget, Water			01-0-1-53150	Outside Service	37,550.00

Requested By: Angelica Romero

Date: 4/30/2023

SUBTOTAL:	37,550.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	37,550.00

PPHCSD (760) 868-1212 Fax (760) 868-2323

Payment Approval Form - Contractor/Consultant

Date: 06/06/2023

Name of Vendor: IB Consulting, LLC

Description of work: Water Rate Study 2023

Purchase Order # PO-05483

Date of Board Approval November 2, 2023

Original Approved Amount:	\$	43,640.00
PO-05441		<u>\$6,090.00</u>
PO-05483		<u>\$37,550.00</u>

Total Contract Amount \$ 43,640.00

% Completed to Date 69%

Total Invoiced to Date \$ 29,920.00

Amount Paid to Date 6,090.00


Pending Payment on Board Approval \$ 5,290.00

Total Due this Invoice \$18,540.00

Total Contract Amount After Invoice: \$ 8,430.00

Certification that the above work is completed as reflected on the invoice.


Assistant General Manager / CFO 6/6/23
Date


General Manager 6/6/23
Date

Approved by Board of Directors: _____
Date



PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT

P.O. Box 294049
Phelan, CA 92329-4049
(760) 868-1212

PURCHASE ORDER

PO Number: PO-05483

Date: 04/30/2023

Request #: PO-05483

Vendor #: IB CON

ISSUED TO: IB Consulting, LLC
31938 Temecula Parkway, Suite 350
Temecula, CA 92592-

SHIP TO: Service
Service
Phelan, CA 92371

ITEM	UNITS	DESCRIPTION	PROJECT	PRICE	GL ACCOUNT #	GL ACCOUNT NAM	AMOUNT
1		Consulting Svcs. - Budget, Water			01-0-1-53150	Outside Service	37,550.00

Requested By: Angelica Romero

Date: 4/30/2023

SUBTOTAL:	37,550.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	37,550.00

PPHCSD (760) 868-1212 Fax (760) 868-2323

IB Consulting, LLC

31938 Temecula Parkway, Suite A #350
Temecula, CA 92592
(615) 870-9371
aboehling@ibconsultinginc.com



INVOICE

BILL TO
Lori Lowrance
Phelan Pinion Hills CSD
4176 Warbler Rd
Phelan, CA 92371

INVOICE 19458
DATE 06/05/2023
TERMS Net 30
DUE DATE 07/05/2023

TIME PERIOD
May 2023

ACCOUNT SUMMARY

05/04/2023	Balance Forward	5,290.00
	Other payments and credits after 05/04/2023 through 06/04/2023	0.00
06/05/2023	Other invoices from this date	0.00
	New charges (details below)	18,540.00
	Total Amount Due	23,830.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Consulting Services	FY 2023 Rate Study: Develop COS and Proposed Rates, Discuss and review rate development, water supplies, and proposed rates	52	225.00	11,700.00
Sr Consultant	Sr. Consultant: Analytical Support, Consumption Analysis	36	190.00	6,840.00

FY 2023 Rate Study **TOTAL OF NEW CHARGES** 18,540.00

BALANCE DUE **\$23,830.00**

Estimate Summary

Estimate 1082	43,640.00
Invoice 19443	5,290.00
Invoice 19426	6,090.00
This invoice 19458	18,540.00
Total invoiced	29,920.00

this year November 9, 2022, at Serrano High School. Reminded everyone to vote. Thanked the Sheriff's Department for their assistance with recent events.

- **County Supervisor** – Sam Shoup, Field Representative for Supervisor Cook, provided an update on upcoming county events. A resource fair will be held in the High Desert. Fire Station No. 10 is holding an open house from 9:00 a.m. to 3:00 p.m. Thanked the Sheriff's Department for their work with Operation Hammer Strike. Encouraged everyone to vote.

3) **Consent Items**

Director Roberts moved to approve the Consent Items. Vice President Philips seconded the motion. Motion carried 4-0.

4) **Matters Removed from Consent Items**

None

5) **Presentations/Appointments**

Presentation of the District's Audit Report for Fiscal Year Ended June 30, 2022
By: Chris Brown, Fedak & Brown, LLP

6) **Continued/New Agenda Items**

a) **Discussion & Possible Acceptance of the Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2022**

Staff Recommendation: For the Board to Board accept the Annual Comprehensive Financial Report (ACFR) for the Fiscal Year Ended June 30, 2022, as presented by Fedak & Brown, LLP.

Mr. Bartz presented this item.

Vice President Philips moved to approve the staff recommendation. Director Hoffman seconded the motion. Motion carried 4-0.

b) **Discussion & Possible Action Regarding Entering into a Professional Services Agreement for the District's Water Rates Study with IB Consulting, Inc.**

Staff Recommendation: For the Board to approve entering into a PSA with IB Consulting, Inc. to prepare the District's Water Rate Study.

Mr. Bartz presented this item.

Director Hoffman moved to approve the staff recommendation. Vice President Philips seconded the motion. Motion carried 3-1 with Director Roberts opposed.

c) **Discussion & Possible Action Regarding Potential Financing Options for the Civic Center**

Staff Recommendation: For the Board to review and discuss possible financing options for the Civic Center Building (Phase I of the Civic Center Project) and give staff direction to pursue the financing process.

Mr. Bartz and Ms. Lowrance presented this item.

Payment Approval Form - Contractor/Consultant

Date: 06/06/2023

Name of Vendor: Lilburn Corporation

Description of work: Civic Center Park Environmental Project

Purchase Order # PO-04593

Date of Board Approval June 1, 2021

Original Approved Amount:	\$ 59,000.00
Amount Approved C/O #1	<u>\$9,840.00</u>
Amount Approved C/O #2	<u>\$4,800.00</u>

Total Contract Amount \$ 73,640.00

% Completed to Date 82%

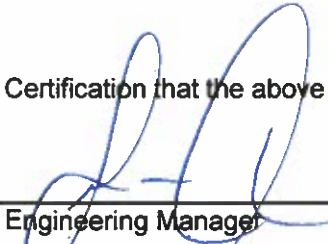
Total Invoiced to Date \$ 60,243.25

Amount Paid to Date 57,457.00

Total Due this Invoice	\$2,786.25
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Total Contract Amount After Invoice: \$ 13,396.75

Certification that the above work is completed as reflected on the invoice.



Engineering Manager 6/6/23
Date



General Manager 6/6/23
Date

Approved by Board of Directors: _____
Date

LILBURN CORPORATION

1905 Business Center Drive
 San Bernardino, California 92408
 (909) 890-1818 (909) 890-1809 (fax)

INVOICE

No. 23-0518

TO: Phelan Pinon Hills Community Services
 Attn: George Cardenas
 4176 Warbler Road
 Phelan, CA 92371
 email: gcardenas@pphcsd.org
 aromero@pphcsd.org

Invoice Date: Mary 25, 2023
 Project No.: 1443
 Auth. No.: PO-04593, PO-04712
 PO-04851
Due: June 24, 2023*

PHELAN CIVIC CENTER & COMMUNITY PARK PROJECT NO. C0078

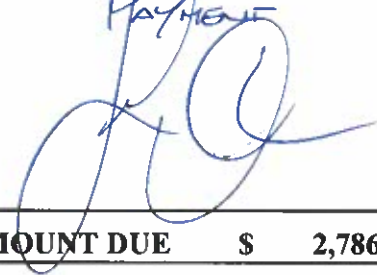
Invoice Period: April 24 - May 21, 2023

<i>Professional Services:</i>	Hours	Rate	Total
Task 7: Air Quality / Greenhouse Gas			
Task 7 Total			\$ -
Task 8: Initial Study / Notices			
Principal	4.50	\$210.00	\$ 945.00
Document Manager	1.00	\$105.00	\$ 105.00
CAD Operator II	1.50	\$75.00	\$ 112.50
Task 8 Total			\$ 1,162.50
Task 10: Project Management			
Task 10 Total			\$ -
Task 11: Supplement for 2 Reports			
Principal	0.75	\$210.00	\$ 157.50
Environmental Analyst	17.25	\$85.00	\$ 1,466.25
Task 11 Total			\$ 1,623.75

CONTRACT SUMMARY

Contract Amount	\$59,000.00
CO #1 & #2	\$14,640.00
Prior Billed	\$57,457.00
This Invoice	\$2,786.25
Total Billed	\$60,243.25
Remaining	\$13,396.75

5/31/23
 APPROVED FOR
 PAYMENT



TOTAL AMOUNT DUE \$ 2,786.25

*This invoice is payable according to the above terms. An interest of 0.833% per month will be payable on any amounts not paid within the specific number of days. In the event it becomes necessary to resolve a dispute concerning the terms of payment or fees for services, the prevailing party shall be entitled to reasonable attorney's fees, costs, and other necessary and proper expenses incurred therein.

Payment Approval Form - Contract / Consultant

Date: 06/06/2023

Name of Vendor: Southwest Pump & Drilling

Description of work: Well #15 Drilling & Development

Purchase Order # PO-05397, PO-05523

Date of Board Approval May 18, 2022

Original Approved Amount:	\$ 1,013,480.00
C/O #1	Pending Board Approval on 4/12/23
	<u>\$39,527.34</u>

Total Contract Amount	\$ 1,053,007.34
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% Completed to Date	<u>98%</u>
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Sub Total Due to Date	\$ 1,029,468.73
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Less Retention to Date	<u>5%</u>	\$ 53,600.39
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Amount Paid to Date	<u>975,868.34</u>
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Total Due this Invoice	\$42,538.72
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Total Contract Amount After Invoice: \$ 1,018,407.06

Certification that the above work is completed as reflected on the invoice.

 Water Operations Manager	<u>6-7-23</u> Date
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 General Manager	<u>6/7/23</u> Date
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Approved by Board of Directors: _____
Date

AIA Type Document
Application and Certification for Payment

05302 5523
P.O.# [scribble]

TO (OWNER): Phelan Piñon Hill Community Services District
P. O. Box 294049
Phelan, CA 92329-4049

PROJECT: Drill Well No. 15
Well No. 15
Azalea Road
Phelan, CA 92329-4049

APPLICATION NO: 4
PERIOD TO: 4/30/2023

DISTRIBUTION
TO:
- OWNER
- ARCHITECT
- CONTRACTOR

FROM (CONTRACTOR): South West Pump & Drilling, Inc
53-381 Highway 111
Coachella, CA 92236

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: South West Pump & Drilling, Inc
53-381 Highway 111 Coachella, CA 92236

By: [Signature] Date: 5/8/2023

- 1. ORIGINAL CONTRACT SUM \$ 1,013,480.00
- 2. Net Change by Change Orders \$ 48,267.45
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,061,747.45
- 4. TOTAL COMPLETED AND STORED TO DATE \$ 1,072,007.45

- 5. RETAINAGE:
 - a. 5.00 % of Completed Work \$ 53,600.39
 - b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 53,600.39

6. TOTAL EARNED LESS RETAINAGE \$ 1,018,407.06
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 975,868.34
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 42,538.72

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 43,340.39
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	39,527.34	0.00
Total approved this Month	0.00	0.00
TOTALS	39,527.34	0.00
NET CHANGES by Change Order	39,527.34	

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: _____ Date: _____
By: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

51278.43

AIA Type Document
Application and Certification for Payment

TO (OWNER): Phelan Piñon Hill Community Services District
P. O. Box 294049
Phelan, CA 92329-4049

APPLICATION NO: 4
PERIOD TO: 4/30/2023

PROJECT: Drill Well No. 15
Well No. 15
Azalea Road
Phelan, CA 92329-4049

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): South West Pump & Drilling, Inc
53-381 Highway 111
Coachella, CA 92236

ARCHITECT'S
PROJECT NO:

VIA (ARCHITECT):

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
1	Mobilization / Demobilization	1 000	160,000.0000	160,000.00	1.000	160,000.00	.000	0.00	0.00	160,000.00	100.00	.00
2	Drill Conductor Bore	50 000	675.0000	33,750.00	50.000	33,750.00	.000	0.00	0.00	33,750.00	100.00	.00
3	Furnish & Install 36-Inch Conductor Casing with Cement Grout	55 000	600.0000	33,000.00	55.000	33,000.00	.000	0.00	0.00	33,000.00	100.00	.00
4	Drill Pilot Bore	1,020 000	110.0000	112,200.00	1,040 000	114,400.00	.000	0.00	0.00	114,400.00	101.96	-2,200.00
5	Complete Aquifer Isolation Zone Sampling	3 000	23,000.0000	69,000.00	3 000	69,000.00	.000	0.00	0.00	69,000.00	100.00	.00
6	Rearm Borehole to 28-Inches in Diameter	1,020 000	127.0000	129,540.00	1,040 000	132,080.00	.000	0.00	0.00	132,080.00	101.96	-2,540.00
7	Furnish & Install 16-Inch Louvered HSLA Casing	500 000	291.5000	145,750.00	415 000	120,972.50	.000	0.00	0.00	120,972.50	83.00	24,777.50
8	Furnish & Install 16-Inch Blank HSLA Casing	500 000	209.0000	104,500.00	625 000	130,625.00	.000	0.00	0.00	130,625.00	125.00	-26,125.00
9	Furnish & Install Gravel Envelope	170 000	385.0000	65,450.00	171 000	65,835.00	.000	0.00	0.00	65,835.00	100.59	-385.00
10	Furnish & Install 3-Inch, Schedule 80 Camera Tube	400 000	55.0000	22,000.00	560 000	30,800.00	.000	0.00	0.00	30,800.00	140.00	-8,800.00
11	Develop by Swabbing & Air Surging for First 24-Hours	1 000	16,800.0000	16,800.00	1 000	16,800.00	.000	0.00	0.00	16,800.00	100.00	.00
12	Develop by Swabbing & Air Surging in Excess of 24 Hours	24 000	700.0000	16,800.00	29 500	20,650.00	.000	0.00	0.00	20,650.00	122.92	-3,850.00
13	Development by Pumping & Surging for First 12 Hours	1 000	46,440.0000	46,440.00	1 000	46,440.00	.000	0.00	0.00	46,440.00	100.00	.00
14	Development by Pumping & Surging in Excess of 12 Hours	12 000	450.0000	5,400.00	3 000	1,350.00	22.250	10,012.50	0.00	11,362.50	210.42	-5,962.50
15	Test Pumping for Yield & Drawdown (include records) for 3 Steps	9 000	450.0000	4,050.00	.000	0.00	9 000	4,050.00	0.00	4,050.00	100.00	.00
16	Constant Yield Testing for a period of 24-Hours	24 000	450.0000	10,800.00	.000	0.00	25 500	11,475.00	0.00	11,475.00	106.25	-675.00

AIA Type Document
Application and Certification for Payment

<p>TO (OWNER): Phelan Piñon Hill Community Services District P. O. Box 294049 Phelan, CA 92329-4049</p>	<p>PROJECT: Drill Well No. 15 Well No. 15 Azalea Road Phelan, CA 92329-4049</p>	<p>APPLICATION NO: 4 PERIOD TO: 4/30/2023</p>	<p>DISTRIBUTION TO: - OWNER - ARCHITECT - CONTRACTOR</p>
<p>FROM (CONTRACTOR): South West Pump & Drilling, Inc 53-381 Highway 111 Coachella, CA 92236</p>	<p>VIA (ARCHITECT): ARCHITECT'S PROJECT NO:</p>		

CONTRACT FOR: _____ **CONTRACT DATE:** _____

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMPAMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
17	Disinfect Well and Site Clean-Up	1.000	7,500.0000	7,500.00	.000	0.00	1.000	7,500.00	0.00	7,500.00	100.00	.00
18	Provide Geophysical Logs for Well	1.000	12,000.0000	12,000.00	1.000	12,000.00	.000	0.00	0.00	12,000.00	100.00	.00
19	Videolog Well	1.000	2,000.0000	2,000.00	.000	0.00	1.000	2,000.00	0.00	2,000.00	100.00	.00
20	Furnish & Install Two (2) 3-Inch Gravel Tubes	10.000	100.0000	1,000.00	.000	0.00	10.000	1,000.00	0.00	1,000.00	100.00	.00
21	Furnish & Install Tortoise Barrier Fencing	1.000	15,500.0000	15,500.00	.000	0.00	.000	0.00	0.00	0.00	.00	15,500.00
Item #7	Incr Price Increase for 16-Inch Louvered HSLA Casing	415.000	32.1600	13,346.40	415.000	13,346.40	.000	0.00	0.00	13,346.40	100.00	.00
Item #8	Incr Price Increase for 16-Inch Blank HSLA Casing	625.000	17.6700	11,043.75	625.000	11,043.75	.000	0.00	0.00	11,043.75	100.00	.00
Item #9	Incr Price Increase for Gravel Envelope Installation	171.000	75.8900	12,977.19	171.000	12,977.19	.000	0.00	0.00	12,977.19	100.00	.00
Item #18	Incr Price Increase for Logs for Well	1.000	2,160.0000	2,160.00	1.000	2,160.00	.000	0.00	0.00	2,160.00	100.00	.00
CO2	Spinner & Depth Specific Samples	1.000	8,740.1100	8,740.11	.000	0.00	1.000	8,740.11	0.00	8,740.11	100.00	.00
REPORT TOTALS				\$1,061,747.45		\$1,027,229.84		\$44,777.61		\$1,072,007.45		\$-10,260.00

South West Pump & Drilling, Inc
53-381 Highway 111
Coachella, CA 92236

Request For Change

Status: Pending

Sean Wright
Phelan Piñon Hill
Community Services District
P. O. Box 294049
Phelan, CA 92329-4049

Date: 05/04/23
Respond By Date: 05/04/23
Internal RFC No: 2
Internal Job No: 220505
Customer Job No:

Drill Well No. 15
Well No. 15
Azalea Road
Phelan, CA 92329-4049

Attn:

Owner Doc No:

Installation of 2-Inch PVC Pipe Alongside Test Pump Equipment to a Depth of 551-Feet to Perform Spinner Survey	1,275.00
Perform Spinner Log & Analysis (\$ 4,687.86 + 15% Mark-Up)	4,687.86
Perform Depth Specific Fluid Samples @ 555', 589', 639', 661', 700', 729', & 960' (\$2,415.00 + 15% Mark-Up)	2,777.25

Total RFC: 8,740.11

Approved Change Order No: _____

Accepted Date: _____

Accepted By: _____

Please sign and return a copy as soon as possible

1 of 1

PACIFIC SURVEYS PACIFIC SURVEYS, LLC
 4456 Via Saint Ambrose
 Claremont, Ca 91711

12

Invoice

P.O. NO.	DATE	INVOICE #
23A-0454	4/4/2023	30808

BILL TO

South West Pump & Drilling
 Attn: Accounts Payable
 53-381 Highway 111
 Coachella, CA 92236

JOB DATE 4/4/2023

Well No. Phelan Pinon Hills Well 15

LOCATION Phelan, CA.

TERMS	DUE DATE
Net 30	5/4/2023

SERVICES	UNIT	QTY	AMOUNT
Service Charge: mobilization of equipment to site.	1,115.00		1,115.00
Spinner Log (0-1030')	0.96	1,030	988.80
Spinner Log (Subsequent Run) \$0.96/log-ft: Run #2 (500-1030')	0.96	530	508.80
Spinner Log (Subsequent Run) \$0.96/log-ft: Run #3 (500-1030')	0.96	530	508.80
Spinner Stop Counts	395.00		395.00
Spinner Analysis: Production Profile	560.00		560.00
Depth Specific Fluid Samples: 555', 589', 639', 661', 700', 729' & 960'	345.00	7	2,415.00
<p>PO# 23A-0454</p> <p>Acc/Stock # 57616 Amount 6491.40 Job/Equip # 226505 - Phelan</p> <p>Total Payment: 6491.40</p> <p>Approved By _____ Posted By <i>KTG</i></p> <p>Date Approved _____ Check # _____</p> <p><i>Trans # 54723</i></p>			
			Payments/Credits \$0.00
<p>Thank you for your business. We appreciate it very much!</p>			<p>Balance Due \$6,491.40</p>

Agenda Item 3c

Approval of Board
Stipends/Reimbursements

Agenda Item 3d

Acceptance of May
Disbursements



Cash Disbursements Report By Payment Number

Payment Dates 05/01/2023 - 05/31/2023

Payment Number	Payment Date	Vendor #	Vendor Name	Account Number	Project Account Key	Payment Amount
Payment Number	Payable Number	Description	Vendor Name	Account Number		Item Amount
530	5/11/2023	CHA HAY	Charles Hays			16.24
	043023	Apr. Mileage - Solid Waste Auto Expe...		01-0-1-52210		-4.06
	043023	Apr. Mileage - Board, Budget, Finance...		01-0-1-52214		16.24
	043023	Apr. Mileage - Solid Waste Meeting		25-5-1-52210		4.06
531	5/24/2023	ANGROM	Angelica Romero			250.89
	051023	Reimb. - Tyler Connect Expenses		01-0-1-54470		250.89
532	5/24/2023	CHA HAY	Charles Hays			90.39
	033023	March Mileage-CSDA, Board, Leg, Fin...		01-0-1-52214		90.39
533	5/24/2023	DAVNOL	David Noland			1,182.59
	042823	Reimb. - CMTA Conference Expenses		01-0-1-54470		1,182.59
534	5/24/2023	KARBUR	Karyn M. Burgen			228.66
	050723	Reimb. - Tyler Connect Expenses		01-0-1-54470		228.66
535	5/24/2023	LANMAR	Lance Marckstadt			115.00
	012123	Reimb.-Treatment (T1) Exam Fee		01-1-1-54260		50.00
	012123	Reimb.-Distribution (D2) Exam Fee		01-1-1-54260		65.00
536	5/24/2023	LORLOW	Lori Lowrance			106.11
	050923	Mileage Reimb. - CR&R Meeting		25-5-1-54140		106.11
537	5/24/2023	MUN DEN	Municipal Dental Pool			3,140.00
	060123	Dental Premium - June		01-0-0-14130		3,140.00
33831	5/11/2023	ADD HEA	Addison Heating & Air Conditioning			846.00
	1534	AC Repaired at Oasis Yard		01-1-1-53150		93.00
	1535	Air Unit Repair Work Phelan C.C. Unit...		22-2-2-53150		753.00
33832	5/11/2023	AVCOM	AVCOM Services Inc.			82.00
	27071	Answering Svc. - Apr.		01-0-1-53150		82.00
33833	5/11/2023	CONUTI	Concord Environmental Energy, Inc			16,646.50
	4241	Meter Change-Outs 3/4" (19), 1" (83)		01-0-0-17000	C0084 OUTSIDE SVCS	8,619.00
	4254	Meter Change Outs 3/4" (25), 1" (70)		01-0-0-17000	C0084 OUTSIDE SVCS	8,027.50
33834	5/11/2023	CED	Consolidated Electrical Distributors Inc			80.65
	9085-1034650	Well #14 - Repair Parts		01-1-3-54620		80.65
33835	5/11/2023	SBC ENVHLT	County of San Bernardino			571.00
	IN0403101	Pinon Hills C.C. Health Permit		22-2-2-53160		571.00
33836	5/11/2023	SBC LIENS	County of San Bernardino			680.00
	23-96257	(34) Lien Release Docs.		01-1-1-54830		680.00
33837	5/11/2023	STREAM	Digital Deployment, Inc.			300.00
	6507EC66-0013	Website Hosting - May		01-0-1-53170		300.00
33838	5/11/2023	EMERY	Emery Concrete & Asphalt Recycling, Inc.			347.09
	10032	Asphalt Removal & Base Purchase		01-0-0-17000	C0095 OUTSIDE SVCS	347.09
33839	5/11/2023	DAIPRE	Gannett Holdings LLC Mountain/West			31.05
	5174815	Legal Notice - Pmt Balance		01-0-1-54110		31.05
33840	5/11/2023	GENPUM	General Pump Company, Inc.			2,115.00
	29986	Well #17 Motor		01-0-0-17000	C0072 OUTSIDE SVCS	2,115.00

Cash Disbursements Report

Payment Dates: 05/01/2023 - 05/31/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
33841	5/11/2023 7101972522	GOTO Office Phones Support - May	GoTo Communications, Inc.	01-0-1-58010		712.89 712.89
33842	5/11/2023 70103	HESHOS Hose for Pipeline Project Water Truck	Hesperia Hose Supply Inc	01-0-0-17000	C0095 OUTSIDE SVCS	149.46 149.46
33843	5/11/2023 S1064202-001 S1064634-002 S1064634-003 S1064899-001	INLWAT 12" Valve Package for Well #15 Pipeli... 12" Grip Ring Kit for Well #15 (2) 12" Gate Valves for Well #15 2" Tape, 6" Ring Kit & Coils for Well #...	Inland Water Works Supply Co.	01-0-0-17000 01-0-0-17000 01-0-0-17000 01-0-0-17000	C0095 OUTSIDE SVCS C0095 OUTSIDE SVCS C0095 OUTSIDE SVCS C0095 OUTSIDE SVCS	13,617.45 7,057.63 646.50 5,172.00 862.00
33844	5/11/2023 G2023106	MERJOH Infiltration Testing Services - Retentio...	Merrell-Johnson Engineering Inc	01-0-0-17000	C0002 OUTSIDE SVCS	1,949.50 1,949.50
33845	5/11/2023 043023 043023 043023 043023 043023 043023 043023 043023	ANDTRU Inv # 312794 - Cement & Pipe Inv # 312819 - Brushes for Pipeline Pro.. Inv #312700 - Lock Keys Inv # 312745 - Drywall Inv #312648 - Bit Drill Inv # 312818 - Nozzle Inv # 312746 - Paint Spray Inv #312738 - Bolts, Nuts & Washers	Mills Hardware	01-0-0-17000 01-0-0-17000 22-2-2-54620 22-2-2-54620 22-2-2-54620 22-2-2-54620 22-2-2-54620 22-2-2-54620 22-2-2-54620	C0095 OUTSIDE SVCS C0095 OUTSIDE SVCS	144.33 64.21 9.02 7.40 8.07 5.38 19.37 16.36 14.52
33846	5/11/2023 2023-12475	MOUPRO (3) Public Notices	Mountaineer Progress Newspaper	01-0-1-54110		600.00 600.00
33847	5/11/2023 I-02120171	OFFSOL Office Supplies - Ribbon, Stick It Notes,..	Office Solutions	01-0-1-54530		190.57 190.57
33848	5/11/2023 44504 44616	PHEEXP Trk #19 - Rear Leaf Spring Replaced Trk #23 - Oil Change	Phelan Express, Inc.	01-1-8-54710 01-1-8-54710		1,421.59 1,284.44 137.15
33849	5/11/2023 7066966 7067259	REBEL Fuel - 394 Gl., DSL - 148 Gl. Fuel - 561 Gl., DSL-355 Gl.	Rebel Oil Company, Inc.	01-1-8-54410 01-1-8-54410		6,409.63 2,412.88 3,996.75
33850	5/11/2023 0403202023 04202023 04202023	ARMELE Well #17 Electrical Installation Electric Repairs - Well #14 Electric Repairs - Site L1 Pump C	Rodger Ashby	01-0-0-17000 01-1-3-54620 01-1-5-54620	C0072 OUTSIDE SVCS	8,350.00 7,875.00 325.00 150.00
33851	5/11/2023 5484-9	SHE WIL Paint Supplies for Serrano Tank Painti...	The Sherwin-Williams Co.	01-0-9-54800		810.81 810.81
33852	5/11/2023 4451	TRLS Well 15 Transmission Pipeline - Staking	TRLS Engineering, Inc	01-0-0-17000	C0095 OUTSIDE SVCS	6,950.00 6,950.00
33853	5/11/2023 221968 221968 221968	TURSEC Monitoring Svc - May Monitoring Svc - May Monitoring Svc - May	Turner Security, Inc	01-0-1-53150 01-1-2-53150 22-2-2-53150		373.60 46.95 167.80 158.85
33854	5/11/2023 22-2303888 420230552	USA Dig Safe Regulatory Fee (151) Tickets	Underground Service Alert of So. Cal.	01-1-1-53160 01-1-2-53150		386.05 111.80 274.25
33855	5/11/2023 81663863	WAXIE Toilet Paper for Oasis Yard	Waxie Enterprises, Inc	01-1-1-54500		321.10 321.10
33864	5/24/2023 1950CY23-5S	ANT VAL 2022 Replacement Water Assessment	Antelope Valley Watermaster	01-1-3-50030		5,876.35 5,876.35

Cash Disbursements Report

Payment Dates: 05/01/2023 - 05/31/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
33865	5/24/2023 052223 052223	ASBCSD May Meeting - Rebecca May Meeting - Deborah	Assn of SB County Special Districts	01-0-1-52232 01-0-1-52239		56.00 28.00 28.00
33866	5/24/2023 681089 681089-1	ATK Lahontan Regional Water Quality - Le... Mojave Adjudication Legal Svcs.	Atkinson, Andelson, Loya, Ruud & Romo Professional Corp. Attorneys at Law	01-0-1-53120 01-0-1-53120	C0099 LEGAL C0057 LEGAL	1,697.44 1,413.16 284.28
33867	5/24/2023 051523 051523	AUB BROW Art Contest Winner - 3rd. Place Art Contest Winner - 3rd. Place	Aubrie Brown	01-1-9-54800 25-5-1-54800	C0049 OUTSIDE SERVIC	50.00 25.00 25.00
33868	5/24/2023 051523 051523	AVE MAC Art Contest Winner - 2nd. Place Art Contest Winner - 2nd. Place	Avery Mackey	01-1-9-54800 25-5-1-54800	C0049 OUTSIDE SERVIC	75.00 37.50 37.50
33869	5/24/2023 Inv00259661 Inv00259662 Inv00259663	BOOBAR Sfty. Work Boots - E. Araiza Sfty. Work Boots - F. Ramirez Sfty. Work Boots - C. Cummings	Boot Barn Inc.	01-1-2-54680 01-1-2-54680 01-1-2-54680		572.39 200.00 172.39 200.00
33870	5/24/2023 185 185 185 185	BRUMCE Legal Svcs. - Apr. Legal Svcs. - Apr. Legal Svcs. - Apr. Legal Svcs. - Apr.	Brunick, McElhaney & Kennedy	01-0-0-17000 01-0-1-53120 01-1-1-53120 25-0-1-53120	C0002 OUTSIDE SVCS	3,900.00 881.25 1,606.25 1,050.00 362.50
33871	5/24/2023 4266 4277	CONUTI Meter Change Outs (8) 3/4", (34) 1" Meter Change Outs - (13) 3/4", (32) 1"	Concord Environmental Energy, Inc	01-0-0-17000 01-0-0-17000	C0084 OUTSIDE SVCS C0084 OUTSIDE SVCS	7,351.50 3,549.00 3,802.50
33872	5/24/2023 9085-1034944 9085-1035082 9085-1035083 9085-1035249 9085-1035433	CED Electric Parts for 5B Booster C Electric Parts for Well #8 Electric Parts for 5B Booster C Site 1C, 9 & 9A Electrical Parts Electrical Parts for Site 1C & Well 9A	Consolidated Electrical Distributors Inc	01-1-5-54620 01-1-3-54620 01-1-5-54620 01-1-3-54620 01-1-3-54620		1,934.27 203.46 437.61 30.81 137.97 1,124.42
33873	5/24/2023 S770883 S777584 S791523 S824552 S830644 S8410924 s841164	CORE (1,000 ft.) 1 1/4" CTS Pipe Meter Washers Well #15 Pipe Valves & Fittings Caps for Well #15 (70) 1x3 CTS Clamps Credit for Returned - (3) 12" Gate Val... Credit for Returned Gate Valve	Core & Main	01-1-0-13010 01-1-6-54620 01-0-0-17000 01-0-0-17000 01-1-0-13010 01-0-0-17000 01-0-0-17000	C0095 OUTSIDE SVCS C0095 OUTSIDE SVCS	6,743.19 2,011.88 89.22 6,420.57 330.08 2,483.75 -1,616.25 -2,976.06
33874	5/24/2023 109138	SBC PARCELS (5) Parcel Map Revisions	County of San Bernardino	01-1-1-54830		10.00 10.00
33875	5/24/2023 766991-4538 767259-1564 767518-8478 767518-8478	CR&R Trash - Oasis Yard May Trash - Pinon Hills May Trash - Phelan CSD May Trash - Phelan CC May	CR&R Incorporated	01-0-2-58110 22-0-2-58110 01-0-1-58110 22-0-2-58110		1,006.02 377.82 194.88 216.66 216.66
33876	5/24/2023 VVP-0401 VVP-0401 VVP-0401-2 VVP-0401-2	VALLE Streamed Meetings - March Streamed Meetings - March Streamed Meetings - Apr. Streamed Meetings - Apr.	Don Gene Fish Jr.	01-0-1-53150 25-5-1-54800 01-0-1-53150 25-5-1-54800	C0086 OUTSIDE SVCS C0086 OUTSIDE SVCS	3,150.00 1,400.00 350.00 1,050.00 350.00

Cash Disbursements Report

Payment Dates: 05/01/2023 - 05/31/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
33877	5/24/2023 10082	EMERY Dumping Old Asphat	Emery Concrete & Asphalt Recycling, Inc.	01-1-5-54620		77.00 77.00
33878	5/24/2023 051523 051523	FAT SHI Art Contest Winner - 1st. Place Art Contest Winner - 1st. Place	Faten Shihab	01-1-9-54800 25-5-1-54800	C0049 OUTSIDE SERVIC	100.00 50.00 50.00
33879	5/24/2023 PP64	GREE SVCS Landscape maintenance Phelan & Pin...	Greenstone Services Inc.	22-2-2-53150		720.00 720.00
33880	5/24/2023 051523	HAN PAI Repair and Paint Shed - Phelan CC	Hannon Painting	22-2-2-54620		1,350.00 1,350.00
33881	5/24/2023 051523 051523	HEC MUN Art Contest Winner - 2nd. Place Art Contest Winner - 2nd. Place	Hector Munoz	01-1-9-54800 25-5-1-54800	C0049 OUTSIDE SERVIC	75.00 37.50 37.50
33882	5/24/2023 70212	HESHOS 1 1/2" Hose for Fill Station Repairs	Hesperia Hose Supply Inc	01-1-2-54620		32.25 32.25
33883	5/24/2023 J2023-24-01	HDUND Hot Taps for Pinon Hills Rd. Pipeline	High Desert Underground, Inc.	01-0-0-17000	C0108 OUTSIDE SVCS	3,846.05 3,846.05
33884	5/24/2023 234805 234805	INFOSE Postage Printng	Infosend Inc	01-1-6-54860 01-1-6-54890		135.29 106.23 29.06
33885	5/24/2023 S1064634-004 s1064898-003 S1065023-01	INLWAT Well #15 - 6" Pipe & Fittings (216 Ft.) 12" Ductile Pipe for Well #15 (1,000) Meter Change Out Gaskets	Inland Water Works Supply Co.	01-0-0-17000 01-0-0-17000 01-0-0-17000	C0095 OUTSIDE SVCS C0095 OUTSIDE SVCS C0084 OUTSIDE SVCS	14,859.86 2,313.44 12,277.04 269.38
33886	5/24/2023 051523 051523	JAC JEO Art Contest Winner - 1st. Place Art Contest Winner - 1st. Place	Jacob Jeong	01-1-9-54800 25-5-1-54800	C0049 OUTSIDE SERVIC	100.00 50.00 50.00
33887	5/24/2023 051523 051523	KAI PHI Art Contest Winner - 1st. Place Art Contest Winner - 1st. Place	Kaitlynn Phillips	01-1-9-54800 25-5-1-54800	C0049 OUTSIDE SERVIC	100.00 50.00 50.00
33888	5/24/2023 051523 051523	KAR PER Art Contest Winner - 1st. Place Art Contest Winner - 1st. Place	Karsin Perez	01-1-9-54800 25-5-1-54800	C0049 OUTSIDE SERVIC	100.00 50.00 50.00
33889	5/24/2023 051523 051523	KAT PAT Art Contest Winner - 3rd. Place Art Contest Winner - 3rd. Place	Katelynn Patterson	01-1-9-54800 25-5-1-54800	C0049 OUTSIDE SERVIC	50.00 25.00 25.00
33890	5/24/2023 34838	KTUA Phelan Community Park - 65% design ...	KTU&A Planning & Landcape Architecture	22-2-0-17000	C0078 OUTSIDE SVCS	4,066.25 4,066.25
33891	5/24/2023 58100152845	LES SCH Trk #22 - (2) Front Tires Replaced	Les Schwab Tire Centers of Central CA, INC.	01-1-8-54710		802.80 802.80
33892	5/24/2023 23-0422	LILBURN Civic Center-Park Environmental tech....	Lilburn Corp.	22-2-0-17000	C0078 OUTSIDE SVCS	4,047.50 4,047.50
33893	5/24/2023 2023052 2023052 2023052	LIN SVC Janitorial Svc. - CSD Janitorial Svc. - Oasis Janitorial Svc. - CC Windows	Richard J. Linsalato	01-0-1-54320 01-1-1-54320 22-0-1-54320		635.00 380.00 225.00 30.00
33894	5/24/2023 043023 043023	LOWES 40 Ct Drum & Twine Hydraulic Water Cement for 3A-B Rep...	Lowe's Credit	01-1-2-54500 01-1-5-54620		234.17 91.27 127.41

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
	043023	Acid for 3A-B Repairs		01-1-5-54620		15.49
33895	5/24/2023	MOR SEG	Morgan Segall			50.00
	051523	Art Contest Winner - 3rd. Place		01-1-9-54800	C0049 OUTSIDE SERVIC	25.00
	051523	Art Contest Winner - 3rd. Place		25-5-1-54800		25.00
33896	5/24/2023	NOR CRUZ	Noriana Cruz			80.00
	051123	Refund - Out of District Water Letter ...		01-1-1-48700		80.00
33897	5/24/2023	OFFSOL	Office Solutions			88.14
	I-02122470	Office SUPples - (2) Toners		01-0-1-54530		88.14
33898	5/24/2023	PATSAL	Patton Sales Corp			99.23
	4608574	Plates for Fill Station Cameras		01-1-2-54620		99.23
33899	5/24/2023	PHEEXP	Phelan Express, Inc.			745.98
	44987	Trk #25 - Front Brakes Replaced		01-1-8-54710		620.90
	45268	Trk #25 - Oil Change		01-1-8-54710		125.08
33900	5/24/2023	PIT RES	Pitney Bowes Bank Inc. Reserve Account			500.00
	052223	Postage Refill for Account 49352339		01-0-1-54860		500.00
33901	5/24/2023	RAYWAT	Kleen H2O Inc			255.00
	16736	Water Filter Replaced at CSD		01-0-1-53150		255.00
33902	5/24/2023	REBEL	Rebel Oil Company, Inc.			6,252.30
	3052484	DSL - 317 Gl.		01-1-8-54410		1,395.43
	7067605	Fuel - 495 Gl.		01-1-8-54410		2,175.75
	7067866	Fuel - 267 Gl., DSL-350 Gl.		01-1-8-54410		2,681.12
33903	5/24/2023	RIE CRO	Riely Crockett			50.00
	051523	Art Contest Winner - 3rd. Place		01-1-9-54800	C0049 OUTSIDE SERVIC	25.00
	051523	Art Contest Winner - 3rd. Place		25-5-1-54800		25.00
33904	5/24/2023	ROD SEXT	Rodney Sexton			550.00
	PPHCSD-SEXT	2022-23 Carryover Makeup Obligation		01-1-3-50010		550.00
33905	5/24/2023	SBC VOTE	San Bernardino County Registrar of Voters			3,982.00
	3383	2022 General Election-Vote Consolidat..		01-0-1-54831		3,982.00
33906	5/24/2023	SIK NEV	Siklaly Nevarez			75.00
	051523	Art Contest Winner - 2nd. Place		01-1-9-54800	C0049 OUTSIDE SERVIC	37.50
	051523	Art Contest Winner - 2nd. Place		25-5-1-54800		37.50
33907	5/24/2023	SOP RAM	Sophia Ramirez			75.00
	051523	Art Contest Winner - 2nd. Place		01-1-9-54800	C0049 OUTSIDE SERVIC	37.50
	051523	Art Contest Winner - 2nd. Place		25-5-1-54800		37.50
33908	5/24/2023	STEDES	Steen Design Studio, Inc			600.56
	4840	Access & Slope Easements County Fees		01-0-0-17000	C0002 COUNTY FEES	439.00
	4841	APN:3066-251-18 Address Assigned		22-2-0-17000	C0078 COUNTY FEES	161.56
33909	5/24/2023	TESCON	Tesco Controls, Inc			3,351.50
	79619	Repairs at 4C, 6A, Well #11		01-1-2-54620		3,351.50
33910	5/24/2023	AQUA MET	Aqua Metric Sales Co			88,834.54
	INV0094634	MXU 520 M Single Port Antenna		01-1-0-13010		44,417.27
	INV0094934	(324) MXU Single Port Antennas		01-1-0-13010		44,417.27
33911	5/24/2023	TOP OPT	Top Option Pest Control			473.00
	3380	Pest Control CSD		01-0-1-53150		75.00
	3380	Bee Removal - 10080 Mountain Rd.		01-1-6-53150		75.00
	3380	Bee Removal - 12121 Oasis Rd.		01-1-6-53150		75.00
	3380	Bee Removal - 9617 Eaby Rd.		01-1-6-53150		75.00
	3380	Bee Removal - 11425 Wintergreen Rd.		01-1-6-53150		75.00

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	3381	Pest Control - Oasis Yard		01-1-1-53150		98.00
33912	5/24/2023	UNIREN	United Rentals			5,218.11
	219072305-001	Asphalt Roller & Arrow Board Rental		01-0-0-17000	C0095 OUTSIDE SVCS	1,247.39
	219623404-001	Water Truck Rental for 80 Acre Proper..		01-1-2-54300		1,089.01
	219623584-001	Hydrostatic Test Pump Rental for Well...		01-0-0-17000	C0095 OUTSIDE SVCS	522.96
	219630858-001	Equipment Rental for 80 Acre Parcel ...		01-1-1-54320		2,358.75
33913	5/24/2023	USPS-VV	United States Postal Service			2,300.00
	052323	Postage for Mail 2022 Consumer Conf...		01-1-1-54860		2,300.00
33914	5/24/2023	UNIVAR	UNIVAR INC.			2,490.29
	51152692	Liquid Chlorine - 613 Gal.		01-1-3-54500		2,490.29
33915	5/24/2023	USABB	HD Supply, Inc.			1,071.74
	INV00008043	Replacement Schonstadt Locator for T...		01-1-2-54650		1,071.74
33916	5/24/2023	VALCON	Valley Construction Supply			194.95
	469920	Stakes for Meter Locations		01-1-6-54500		194.95
33917	5/24/2023	VIS IMA	Visual Edge IT, Inc.			582.33
	24AR829525	Base Rate & Copies		01-0-1-53150		582.33
33918	5/24/2023	WIEDRU	Wienhoff & Associates Inc			64.00
	113794-1	Background Check - Theresa Gates		01-0-1-54290		32.00
	113794-2	Background Check - Kevin Lee		01-0-1-54290		32.00
DFT0011897	5/5/2023	VER FLEET	Verizon Connect Fleet USA, LLC			341.10
	382000037864	Fleet GPS - Apr.		01-1-8-54300		341.10
DFT0011898	5/5/2023	FBC-LORI	First Bank Card			-999.00
	043023	Tyler Connect Registration Refund - H...		01-0-1-54260		-999.00
DFT0011899	5/5/2023	FBC-LORI	First Bank Card			923.45
	042923	CMTA Membership - D. Noland		01-0-1-54230		95.00
	042923	Comp Time & OT Rules Webinar - A. R...		01-0-1-54260		110.00
	042923	CMT Annual Conference - D. Noland		01-0-1-54260		365.00
	042923	Southwest Airlines - CMT Cofn. FLight...		01-0-1-54470		353.45
DFT0011900	5/5/2023	FBC-STEVE	First Bank Card			640.96
	043023	Ariat-Sfty. Work Boots S. Lowrance (R...		22-2-1-54680		242.38
	043023	Amazon - Vacuum Kit & Tiemr Knobs		22-2-2-54620		172.83
	043023	Lowes - Galv. Parts for Repairs		22-2-2-54620		205.75
	043023	Pinon Hills Tires - Trk #3 Patch		22-2-8-54710		20.00
DFT0011901	5/5/2023	FBC-HEATHER	First Bank Card			412.00
	043023	Pitney Bowes - Postage Meter Rental ...		01-0-1-54300		169.59
	043023	Amazon - Paper		01-0-1-54530		16.79
	043023	Amazon - Staples		01-0-1-54530		23.39
	043023	Amazon - Printer Cleaning Sheets		01-0-1-54530		28.00
	043023	Amazon - Sharpies, Forks & Trash Bags		01-0-1-54530		93.51
	043023	Amazon - Extension Cord & Organizer		01-0-1-54530		28.52
	043023	Cert. Mail - Backflow Letters		01-1-6-54860		5.80
	043023	Cert Mail - Leak Letters		01-1-6-54860		46.40
DFT0011902	5/5/2023	FBC-GEORGE	First Bank Card			1,855.58
	043023	Adobe Subscription		01-0-1-53170		263.89
	043023	Ricks Cafe - MWA Representatives M...		01-0-1-54440		78.27
	043023	Ricks Cafe - Staff Meeting		01-0-1-54440		103.57
	043023	Los Amigos Mexican Grill - Helendale ...		01-0-1-54440		46.90
	043023	Adobe Subscription		01-1-1-53170		47.98
	043023	Apple - iCloud Storage		01-1-2-53170		0.99
	043023	Chevron - Trk #28 Fuel		01-1-8-54410		91.00
	043023	ESRI - GIS Conference George		01-7-7-53170		250.00

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	043023	Adobe Subscription		01-7-7-53170		47.98
	043023	ESRI - GIS Conference Tony		01-7-7-53170		250.00
	043023	CSDA General Manager Leadership -G...		01-7-7-54260		675.00
DFT0011903	5/5/2023	FBC-SEAN	First Bank Card			238.08
	043023	Del Taco - Lunch (Unable to Leave Site)		01-0-0-17000	C0095 OUTSIDE SVCS	92.34
	043023	Mc Graw Hill - Book for Spring Semest...		01-1-1-54260		145.74
DFT0011904	5/5/2023	FBC-JENNIFER	First Bank Card			1,643.28
	043023	Zoom One Pro Annual (Partial Amount)		01-0-1-53170		149.49
	043023	Zoom One Pro Annual (Partial Amount)		01-0-1-53170		149.90
	043023	Zoon Cloud & One Pro		01-0-1-53170		163.96
	043023	Zoom Subscription Back Charge		01-0-1-53170		166.89
	043023	Zoom Cloud Recording		01-0-1-53170		96.67
	043023	Stater Bros - Staff Training Items		01-0-1-54260		67.65
	043023	HDMWA Treatment Class - Lance		01-1-1-54260		100.00
	043023	Amazon - Filter for Shop		01-1-1-54620		210.41
	043023	Mailchi,p - Customers E-Bills		01-1-6-53170		120.00
	043023	Stater Bros - Items for Kinds Painting ...		01-1-9-54800	C0049 OUTSIDE SERVIC	30.68
	043023	Mc Graw Hill - Fundamentals of HR B...		01-7-7-53170		145.74
	043023	HDMWA Treatment Review Class - Jen		01-7-7-54260		80.00
	043023	HDMWA CED Class - Jen		01-7-7-54260		50.00
	043023	Amazon - Policy Analysis Book for Jen'...		01-7-7-54260		81.89
	043023	HDMWA Meeting Dinner - George		01-7-7-54440		30.00
DFT0011905	5/8/2023	THEGAS	The Gas Company			14.30
	042723-6781	Gas - Pinon Hills Fire 3/29 - 4/27		22-0-2-58110		14.30
DFT0011906	5/8/2023	THEGAS	The Gas Company			96.73
	042723-6056	Gas - Pinon Hills CC 3/29 - 4/27		22-0-2-58110		96.73
DFT0011907	5/5/2023	FRO 8637	Frontier Communications			73.58
	041923	Phones - Sr. Ctr. 4/19 - 5/18		22-0-1-58010		73.58
DFT0011908	5/5/2023	FRO 5072	Frontier Communications			144.59
	050123	Phones - Oasis Yard 4/25 - 5/24		01-1-1-58010		144.59
DFT0011909	5/5/2023	RACE	Race Communications			618.00
	RC888798	Phones-Internet Credit CSD May		01-0-1-58010		-100.00
	RC888798	Phones-Internet CSD May		01-0-1-58010		254.50
	RC888798	Phones-Internet Shop - May		01-1-1-58010		204.50
	RC888798	Phones-Internet Credit Phelan CC May		22-0-1-58010		-200.00
	RC888798	Phones-Internet Phelan CC's May		22-0-1-58010		254.50
	RC888798	Phones-Internet Pinon Hills CC - May		22-0-1-58010		204.50
DFT0011910	5/5/2023	SCE 9587-0653	Southern California Edison			2,739.71
	042423	Electricity - Office 3/27 - 4/24		01-0-1-58110		2,988.98
	042423	Electricity - Solar Credits 3/27 - 4/24		01-1-3-58115		-249.27
DFT0011911	5/5/2023	SCE 4241-7012	Southern California Edison			304.68
	042723	Electricity - S. Dairy Mobile 3/30 - 4/27		01-1-3-58110		304.68
DFT0011912	5/5/2023	SCE 3752-2894	Southern California Edison			122.78
	042723	Electricity - N. Dairy Mobile 3/30 - 4/27		01-1-3-58110		122.78
DFT0011913	5/5/2023	SCE 8362-7804	Southern California Edison			530.71
	033123	Electricity - Solar Meter 3/1 - 3/31		01-1-3-58110		570.68
	033123	Electricity - Solar Credits 3/1 - 3/31		01-1-3-58115		-39.97
DFT0011914	5/5/2023	SCE 1613-6373	Southern California Edison			17.88
	043023	Electricity - R/R Crossings 4/1 - 4/30		23-0-2-58210		17.88

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
DFT0011927	5/12/2023	CALPERS	Calif Public Employees' Retirement System			3,236.52
	INV0005293	CalPERS/Employee Portion(EE)		01-1-0-24530		2,546.19
	INV0005293	CalPERS/Employee Portion(EE)		01-7-0-24530		255.13
	INV0005293	CalPERS/Employee Portion(EE)		22-2-0-24530		230.42
	INV0005293	CalPERS/Employee Portion(EE)		25-5-0-24530		204.78
DFT0011928	5/12/2023	CALPERS	Calif Public Employees' Retirement System			3,796.20
	INV0005294	CalPERS/Employee Portion(ER)		01-1-0-24530		2,812.85
	INV0005294	CalPERS/Employee Portion(ER)		01-7-0-24530		420.10
	INV0005294	CalPERS/Employee Portion(ER)		22-2-0-24530		441.31
	INV0005294	CalPERS/Employee Portion(ER)		25-5-0-24530		121.94
DFT0011929	5/12/2023	CALPERS	Calif Public Employees' Retirement System			8,882.46
	INV0005295	CalPERS/Employer Portion		01-1-0-24530		6,695.14
	INV0005295	CalPERS/Employer Portion		01-7-0-24530		890.95
	INV0005295	CalPERS/Employer Portion		22-2-0-24530		893.08
	INV0005295	CalPERS/Employer Portion		25-5-0-24530		403.29
DFT0011930	5/12/2023	CALPERS	Calif Public Employees' Retirement System			24.18
	INV0005296	CalPERS Retirement/ Survivor Benefits		01-1-0-24530		18.83
	INV0005296	CalPERS Retirement/ Survivor Benefits		01-7-0-24530		2.02
	INV0005296	CalPERS Retirement/ Survivor Benefits		22-2-0-24530		2.69
	INV0005296	CalPERS Retirement/ Survivor Benefits		25-5-0-24530		0.64
DFT0011931	5/12/2023	CALPERS 457	California Public Employees' Deferred Compensation Plan			136.03
	INV0005297	457 Loan Payback		01-1-0-24560		136.03
DFT0011932	5/12/2023	EDD	Employment Development Department			920.37
	INV0005298	State Disability Ins - Payroll Taxes		01-0-0-24510		920.37
DFT0011933	5/12/2023	IRS	Internal Revenue Service			197.02
	INV0005299	Social Security - Payroll Taxes		01-0-0-24510		197.02
DFT0011934	5/12/2023	EDD	Employment Development Department			1.69
	INV0005300	State Employer Training Tax - Payroll ...		01-0-0-24510		1.69
DFT0011935	5/12/2023	EDD	Employment Development Department			48.86
	INV0005301	State Unemployment Ins - Payroll Tax...		01-0-0-24510		48.86
DFT0011936	5/12/2023	EDD	Employment Development Department			4,081.68
	INV0005302	CA State Income Tax - Payroll Taxes		01-0-0-24510		4,081.68
DFT0011937	5/12/2023	IRS	Internal Revenue Service			3,000.46
	INV0005303	Medicare - Payroll Taxes		01-0-0-24510		3,000.46
DFT0011938	5/12/2023	IRS	Internal Revenue Service			11,402.89
	INV0005304	Federal Income Tax - Payroll Taxes		01-0-0-24510		11,402.89
DFT0011939	5/25/2023	VER AIR	Verizon Wireless			1,119.61
	9933896161	Phones-JetPacks, Tablets, On-Call Apr.		01-1-1-58010		1,119.61
DFT0011940	5/25/2023	XEROX	Xerox Corporation			280.55
	4307778	Copier Lease		01-0-1-54300		280.55
DFT0011941	5/25/2023	CINFIR	Cintas			213.08
	5157158468	First Aid Supplies - CSD		01-0-1-54500		208.82
	5157158468	First Aid Supplies - CSD		22-0-1-54500		4.26
DFT0011943	5/30/2023	CalPERS Health	California Public Employees' Retirement System			39,925.48
	060123 PERS	PERS Health Premium - June		01-0-0-14130		39,794.16
	060123 PERS	PERS Health Premium Admin Fee - Ju...		01-0-1-51230		131.32
DFT0011944	5/30/2023	CalPERS Health	California Public Employees' Retirement System			3,333.77
	060123 NonPERS	NonPERS Health Premium - June		01-0-0-14130		3,322.80

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	060123 NonPERS	NonPERS Health Premium Admin Fee -..		01-0-1-51230		10.97
DFT0011945	5/25/2023 050723	FRO 5743 Phones - Office 5/7 - 6/6	Frontier Communications	01-0-1-58010		92.32 92.32
DFT0011946	5/25/2023 040723	SCE 1078-5254 Electricity - CC & CSD 4/7 - 5/7	Southern California Edison	22-0-2-58110		379.65 379.65
DFT0011947	5/25/2023 043023 043023 043023 043023 043023 043023 043023	NAPA Inv #580749 - Well #15 Def Qty. (15) Inv #576637 - Supplies for Well #17 Inv #581348 - Anti Freeze & Brake Cle... INv #576911 - Op Supplies Inv #582758 - Clamps & Cleaner for Fil... Inv # 580457 - Trk #17 Tire Repair Kit Inv #582098 - Trk #110 gas Cap Cleane..	NAPA Auto Parts	01-0-0-17000 01-0-0-17000 01-1-2-54500 01-1-2-54500 01-1-2-54620 01-1-8-54710 01-1-8-54710	C0095 OUTSIDE SVCS C0072 OUTSIDE SVCS	638.76 380.17 45.02 101.51 15.61 16.47 12.15 67.83
DFT0011948	5/22/2023 817953317	VSP Vision Insurance - June	Vision Service Plan	01-0-0-14130		525.77 525.77
DFT0011949	5/25/2023 2160896A	AME FID Flex Spending 4/1	American Fidelity Assurance Company	01-0-0-24580		187.49 187.49
DFT0011950	5/30/2023 D593268	AME SUP Supplemental Life Insurance - May	American Fidelity Assurance	01-0-0-24580		714.62 714.62
DFT0011951	5/22/2023 INV0005305	CALPERS CalPERS/Employee Portion(ER)	Calif Public Employees' Retirement System	01-1-0-24530		236.33 236.33
DFT0011952	5/22/2023 INV0005306	CALPERS CalPERS/Employer Portion	Calif Public Employees' Retirement System	01-1-0-24530		342.38 342.38
DFT0011953	5/22/2023 INV0005307	CALPERS CalPERS Retirement/ Survivor Benefits	Calif Public Employees' Retirement System	01-1-0-24530		0.93 0.93
DFT0011954	5/22/2023 INV0005308	CALPERS 457 457 Loan Payback	California Public Employees' Deferred Compensation Plan	01-1-0-24560		136.03 136.03
DFT0011955	5/22/2023 INV0005309	EDD State Disability Ins - Payroll Taxes	Employment Development Department	01-0-0-24510		44.46 44.46
DFT0011956	5/22/2023 INV0005310	EDD CA State Income Tax - Payroll Taxes	Employment Development Department	01-0-0-24510		100.00 100.00
DFT0011957	5/22/2023 INV0005311	IRS Medicare - Payroll Taxes	Internal Revenue Service	01-0-0-24510		143.28 143.28
DFT0011958	5/22/2023 INV0005312	IRS Federal Income Tax - Payroll Taxes	Internal Revenue Service	01-0-0-24510		664.73 664.73
DFT0011959	5/25/2023 051923-4084	THEGAS Gas - Phelan Sr. Ctr. 4/20 - 5/19	The Gas Company	22-0-2-58110		65.65 65.65
DFT0011960	5/25/2023 051923-4585	THEGAS Gas - Phelan CC 4/20 - 5/19	The Gas Company	22-0-2-58110		88.11 88.11
DFT0011961	5/25/2023 022823-1	SCE 9515-2666 Electricity- Wells, Boosters, Tanks	Southern California Edison	01-1-3-58110		87,212.93 87,212.93
DFT0011962	5/25/2023 022723-1	SCE 9515-2666 Electricity - Solar Credit	Southern California Edison	01-1-3-58115		-93,138.56 -93,138.56
DFT0011963	5/24/2023 032923 032923	SCE 9515-2666 Electricity-Boosters Electricity-Solar Credits	Southern California Edison	01-1-3-58110 01-1-3-58115		4,430.03 5,511.23 -2,726.50

Cash Disbursements Report

Payment Dates: 05/01/2023 - 05/31/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
	032923	Electricity-St. Lights		23-3-2-58210		1,645.30
DFT0011964	5/25/2023	SCE 9515-2666	Southern California Edison			63,184.00
	033023	Electricity-Wells, Boosters, Tanks		01-1-3-58110		81,043.59
	033023	Electricity-Solar Credits		01-1-3-58115		-19,504.89
	033023	Electricity-St. Lights		23-3-2-58210		1,645.30
DFT0011965	5/25/2023	SCE 9515-2666	Southern California Edison			19,009.95
	033123	Electricity - Wells, Tanks & Solar Credi...		01-1-3-58110		19,009.95
DFT0011966	5/25/2023	SCE 9515-2666	Southern California Edison			-69,911.30
	033023-1	Electricity - Solar Credits		01-1-3-58115		-69,911.30
DFT0011967	5/25/2023	SCE 9515-2666	Southern California Edison			3,097.63
	033123-2	Electricity- Well #14		01-1-3-58110		3,097.63
DFT0011968	5/26/2023	CALPERS 457	California Public Employees' Deferred Compensation Plan			175.00
	INV0005313	Cal PERS 457/ Employer Plan: 450 717...		01-1-0-24560		146.02
	INV0005313	Cal PERS 457/ Employer Plan: 450 717...		22-2-0-24560		6.23
	INV0005313	Cal PERS 457/ Employer Plan: 450 717...		25-5-0-24560		22.75
DFT0011969	5/26/2023	CALPERS	Calif Public Employees' Retirement System			3,214.41
	INV0005314	CalPERS/Employee Portion(EE)		01-1-0-24530		2,481.63
	INV0005314	CalPERS/Employee Portion(EE)		01-7-0-24530		249.67
	INV0005314	CalPERS/Employee Portion(EE)		22-2-0-24530		219.50
	INV0005314	CalPERS/Employee Portion(EE)		25-5-0-24530		263.61
DFT0011970	5/26/2023	CALPERS	Calif Public Employees' Retirement System			3,641.90
	INV0005315	CalPERS/Employee Portion(ER)		01-1-0-24530		2,656.39
	INV0005315	CalPERS/Employee Portion(ER)		01-7-0-24530		420.10
	INV0005315	CalPERS/Employee Portion(ER)		22-2-0-24530		442.57
	INV0005315	CalPERS/Employee Portion(ER)		25-5-0-24530		122.84
DFT0011971	5/26/2023	CALPERS	Calif Public Employees' Retirement System			8,619.45
	INV0005316	CalPERS/Employer Portion		01-1-0-24530		6,382.05
	INV0005316	CalPERS/Employer Portion		01-7-0-24530		884.91
	INV0005316	CalPERS/Employer Portion		22-2-0-24530		882.81
	INV0005316	CalPERS/Employer Portion		25-5-0-24530		469.68
DFT0011972	5/26/2023	CALPERS	Calif Public Employees' Retirement System			23.25
	INV0005317	CalPERS Retirement/ Survivor Benefits		01-1-0-24530		17.73
	INV0005317	CalPERS Retirement/ Survivor Benefits		01-7-0-24530		1.98
	INV0005317	CalPERS Retirement/ Survivor Benefits		22-2-0-24530		2.58
	INV0005317	CalPERS Retirement/ Survivor Benefits		25-5-0-24530		0.96
DFT0011973	5/26/2023	EDD	Employment Development Department			891.60
	INV0005318	State Disability Ins - Payroll Taxes		01-0-0-24510		891.60
DFT0011974	5/26/2023	IRS	Internal Revenue Service			241.06
	INV0005319	Social Security - Payroll Taxes		01-0-0-24510		241.06
DFT0011975	5/26/2023	EDD	Employment Development Department			4.23
	INV0005320	State Employer Training Tax - Payroll ...		01-0-0-24510		4.23
DFT0011976	5/26/2023	EDD	Employment Development Department			122.73
	INV0005321	State Unemployment Ins - Payroll Tax...		01-0-0-24510		122.73
DFT0011977	5/26/2023	EDD	Employment Development Department			3,903.51
	INV0005322	CA State Income Tax - Payroll Taxes		01-0-0-24510		3,903.51
DFT0011978	5/26/2023	IRS	Internal Revenue Service			2,872.96
	INV0005323	Medicare - Payroll Taxes		01-0-0-24510		2,872.96

Cash Disbursements Report

Payment Dates: 05/01/2023 - 05/31/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
DFT0011979	5/26/2023 INV0005324	IRS Federal Income Tax - Payroll Taxes	Internal Revenue Service	01-0-0-24510		11,048.31 11,048.31
Payment Total:						408,762.80

Report Summary

Fund Summary

Fund	Payment Amount
01 - WATER FUND	384,929.64
22 - PARKS & RECREATION	17,403.52
23 - STREET LIGHTING	3,308.48
25 - SOLID WASTE	3,241.84
Grand Total:	408,883.48

Account Summary

Account Number	Account Name	Payment Amount
01-0-0-14130	Prepaid Benefit	46,782.73
01-0-0-17000	CIP Enterprise Funds	81,908.72
01-0-0-24510	Payroll Tax Payable	39,689.84
01-0-0-24580	Supplemental Ins W/H P...	902.11
01-0-1-51230	Employee Group Insuran...	142.29
01-0-1-52210	Board Exp - Auto Expense	-4.06
01-0-1-52214	Board - Auto Expense/H...	106.63
01-0-1-52232	Board - Education, Traini...	28.00
01-0-1-52239	Board - Education, Traini...	28.00
01-0-1-53120	Legal Services	3,303.69
01-0-1-53150	Outside Service	3,491.28
01-0-1-53170	Software Support	5,529.80
01-0-1-54110	Advertising	631.05
01-0-1-54140	Auto Expense	333.72
01-0-1-54230	Dues & Subscriptions	95.00
01-0-1-54260	Education & Training	261.15
01-0-1-54290	Employment Expense	64.00
01-0-1-54300	Equipment Rental / Lease	450.14
01-0-1-54320	General Maintenance	380.00
01-0-1-54440	Meeting, Seminar & Sup...	452.57
01-0-1-54470	Travel Expense	3,075.39
01-0-1-54500	Operating Supplies	208.82
01-0-1-54530	Office Supplies	590.98
01-0-1-54831	SB County Fees & Servic...	3,982.00
01-0-1-54860	Postage & Mailing	500.00
01-0-1-58010	Telephone	959.71
01-0-1-58110	Utilities	3,205.64
01-0-2-58110	Utilities	377.82
01-0-9-54800	Programs (Wtr Conservat..	810.81
01-1-0-13010	Inventory - Water Field ...	93,330.17
01-1-0-24530	Retirement W/H Payable	24,190.45
01-1-0-24560	Retirement 457 W/H Pa...	578.07
01-1-1-48700	Administrative Fees	80.00
01-1-1-53120	Legal Services	1,050.00
01-1-1-53150	Outside Service	191.00
01-1-1-53160	Permits & Fees	111.80
01-1-1-53170	Software Support	47.98
01-1-1-54260	Education & Training	565.99
01-1-1-54320	General Maintenance	2,583.75
01-1-1-54500	Operating Supplies	1,986.35
01-1-1-54620	Repair & Maintenance	210.41
01-1-1-54680	Uniforms	466.08
01-1-1-54830	State & County Fees & S...	690.00
01-1-1-54860	Postage & Mailing	2,300.00
01-1-1-58010	Telephone	1,468.70
01-1-2-53150	Outside Service	442.05
01-1-2-53170	Software Support	0.99
01-1-2-54300	Equipment Rental / Lease	1,089.01
01-1-2-54500	Operating Supplies	208.39

Account Summary

Account Number	Account Name	Payment Amount
01-1-2-54620	Repair & Maintenance	3,499.45
01-1-2-54650	Small Tools	1,161.04
01-1-2-54680	Uniforms	572.39
01-1-3-50010	MWA/AVW Admin. & Bio..	550.00
01-1-3-50030	AVW Replacement Water	5,876.35
01-1-3-54500	Operating Supplies	2,490.29
01-1-3-54620	Repair & Maintenance	2,105.65
01-1-3-58110	Utilities	196,873.47
01-1-3-58115	Utilities - Solar Credits	-185,570.49
01-1-5-54620	Repair & Maintenance	604.17
01-1-6-53150	Outside Service	300.00
01-1-6-53170	Software Support	120.00
01-1-6-54500	Operating Supplies	194.95
01-1-6-54620	Repair & Maintenance	89.22
01-1-6-54860	Postage & Mailing	158.43
01-1-6-54890	Printing	29.06
01-1-8-54300	Equipment Rental / Lease	341.10
01-1-8-54410	Fuel Costs	12,752.93
01-1-8-54710	Vehicle Maintenance	7,138.01
01-1-9-54800	Programs (Wtr Conservat..	480.68
01-7-0-24530	Retirement W/H Payable	3,124.86
01-7-7-53170	Software Support	693.72
01-7-7-54260	Education & Training	886.89
01-7-7-54440	Meeting, Seminar & Sup...	30.00
01-7-7-54500	Operating Supplies	548.45
22-0-1-54320	General Maintenance	30.00
22-0-1-54500	Operating Supplies	4.26
22-0-1-58010	Telephone	332.58
22-0-2-58110	Utilities	1,303.73
22-2-0-17000	CIP - Parks & Rec	8,275.31
22-2-0-24530	Retirement W/H Payable	3,114.96
22-2-0-24560	Retirement 457 W/H Pa...	12.56
22-2-1-54680	Uniforms	279.90
22-2-2-53150	Outside Service	1,631.85
22-2-2-53160	Permits & Fees	571.00
22-2-2-54620	Repair & Maintenance	1,799.68
22-2-2-58110	Utilities	27.69
22-2-8-54710	Vehicle Maintenance	20.00
23-0-2-58210	Utilities - Street Lights	17.88
23-3-2-58210	Utilities - Street Lights	3,290.60
25-0-1-53120	Legal Services	362.50
25-5-0-24530	Retirement W/H Payable	1,587.74
25-5-0-24560	Retirement 457 W/H Pa...	31.43
25-5-1-52210	Board Exp - Auto Expense	4.06
25-5-1-54140	Auto Expense	106.11
25-5-1-54800	Programs (Solid Waste)	1,150.00
	Grand Total:	408,883.48

Project Account Summary

Project Account Key	Payment Amount
None	314,071.33
C0002 COUNTY FEES	439.00
C0002 OUTSIDE SVCS	2,830.75
C0049 OUTSIDE SERVIC	480.68
C0057 LEGAL	284.28
C0072 OUTSIDE SVCS	10,035.02
C0078 COUNTY FEES	161.56
C0078 OUTSIDE SVCS	8,113.75

Project Account Summary

Project Account Key	Payment Amount
C0084 OUTSIDE SVCS	24,267.38
C0086 OUTSIDE SVCS	2,450.00
C0095 OUTSIDE SVCS	40,490.52
C0099 LEGAL	1,413.16
C0108 OUTSIDE SVCS	<u>3,846.05</u>
Grand Total:	408,883.48

Agenda Item 4

Matters Removed from
Consent Items

Agenda Item 5

Presentations/Appointments

Agenda Item 6a

Public Hearing on Solid Waste Collection Services Rates

1. Secretary's Report
2. Attorney's Report on Action Taken Prior to this Hearing
3. Staff's Report
4. Public Comments, Protests, and Objections
 - a. Any person may address the Board on the solid waste collection services rates
 - b. Staff responses to comments, protests, and objections

NOTICE OF PUBLIC HEARING
PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT
MODIFICATION AND ADJUSTMENTS OF RATES FOR SOLID WASTE COLLECTION SERVICES

Article XIID of the California Constitution requires the Phelan Pinon Hills Community Services District (“PPHCSD”) to send notification of a proposed rate increase to all owners and tenants of real property within PPHCSD’s service area who would be directly liable to pay for solid waste collection services to the property at least 45 days prior to a public hearing at which adoption of the proposed rate increases will be considered. In accordance with those requirements, please be advised that PPHCSD is proposing an increase in its rates for solid waste collection services. This Notice identifies the amount of the proposed rate increases; the basis upon which the proposed increases were calculated; the reason for the proposed rate increases; the date, time, and location of a public hearing on the proposed rate increases; and the manner in which all persons opposed to the proposed increases may object and/or file a written protest thereto. Consequently, please be advised that this document shall serve as formal notification to you that PPHCSD’s Board of Directors will hold a Public Meeting on June 14, 2023, and a Public Hearing on June 14, 2023, on the proposed rate increases described herein, at 5:00 p.m., in the Phelan Community Center located at 4128 Warbler Road, Phelan, California.

INFORMATION ABOUT THE CHARGES

A. Basis upon which the charges were calculated. The PPHCSD Board of Directors has previously determined that the collection and disposal of solid waste in its service area shall be performed by CR&R Incorporated (“CR&R”) under the terms of an exclusive franchise agreement. Pursuant to said contract, the maximum rates for solid waste collection services (“Customer Rates”) may be adjusted annually to reflect the change in the Consumer Price Index (“CPI”) and any adjustments to the landfill tipping (disposal) fees. The Customer Rates and any adjustments and/or modifications thereto must be approved by adoption of Resolution by PPHCSD’s Board of Directors. CR&R is requesting the rate modifications and/or adjustments set forth in Exhibit A attached hereto and incorporated by this reference commencing July 1, 2023.

B. Reason for the proposed increases. Government Code Section 53756 provides that agencies furnishing solid waste collection services may adopt a schedule of fees or charges covering a period not exceeding five years that authorizes automatic increases that pass through inflationary adjustments if the schedule includes a clearly defined formula for calculating those increases. Consequently, it is proposed that the Customer Rates set forth in Exhibit A be adjusted annually effective July 1 for the years 2024-2028 by an amount equal to the calendar year annual twelve-month change in the CPI for All Urban Consumers (CPI-U) for the Riverside/San Bernardino/Ontario Area (December 2017 = 100) CUURS49CSA0. With respect to commercial services, if the tipping fee charged at the landfill or disposal site then in use is adjusted for inflation by the County of San Bernardino at any time during the five-year period from July 1, 2024, to June 30, 2029, the Customer Rates set forth in Exhibit A that are thereby affected may be adjusted by a corresponding equal amount following notice given pursuant to Government Code Section 53755(a) not less than thirty days before the effective date of said adjustment.

C. Charge per parcel. PPHCSD proposes to adopt rate increases for solid waste collection services as described above. If you need assistance determining the charge for your property or parcel, you may contact PPHCSD by calling (760) 868-1212 or by mail to P.O. Box 294049, Phelan, CA 92329 or in person at 4176 Warbler Road, Phelan, California.

D. Written report. A written report has been prepared and filed with PPHCSD’s General Manager regarding the proposed new Customer Rates. As required by California Government Code Section 66016, the written report also provides data indicating the amount of cost, or estimated cost, to provide solid waste and recycling services and the revenue sources anticipated to provide the service. A copy of the written report is available at PPHCSD’s offices located at 4176 Warbler Road, Phelan, California.

HOW TO PARTICIPATE

If you have any questions or comments about the proposed Customer Rates or wish to protest you may:

Write – Written protests may be mailed to the Phelan Pinon Hills Community Services District, Attention: Clerk of the Board, P.O. Box 294049, Phelan, CA 92329; or hand delivered to the PPHCSD administration office at 4176 Warbler Road, Phelan, California. Written protests must specify the rate or charge being protested and must include: Your name, parcel number and/or service address, a statement of protest (“I/we protest” will suffice), and the original signature of the protesting owner or tenant (photocopies will not be accepted). E-mailed protests will not be accepted.

Attend the Public Hearing – Written protests may also be submitted at the Public Hearing on June 14, 2023, at 5:00 p.m., in the Phelan Community Center located at 4128 Warbler Road, Phelan, California. Only one written protest per identified parcel (i.e., address/assessor parcel number) relating to the fee increase will be counted. All written protests must be received by PPHCSD before the conclusion of the Public Hearing. You may address PPHCSD’s Board of Directors; however, oral comments do not qualify as a formal protest unless accompanied by a written protest. You may attend the Public Hearing either in-person at 4128 Warbler Road, Phelan, California, or via teleconference by visiting

www.pphcsd.org/meetings, clicking on the Board of Directors Meeting for June 14, 2023, and clicking “Join Remote Meeting.”

Information available to you – Copies of the written report, the proposed Resolution, PPHCSD’s exclusive franchise agreement with CR&R, and further details concerning the reasons for the proposed rate increases and the basis upon which they were calculated, are available for review at the PPHCSD office located at 4176 Warbler Road, Phelan, California.

Public Hearing process – At the time of the Public Hearing, PPHCSD’s Board of Directors will hear and consider all protests and objections. After the Public Hearing, if a majority of the property owners and tenants of real property directly liable for paying solid waste and recycling service bills for the affected parcels file written protests in opposition to the proposed rate increases, the increases will not be imposed. However, if a majority protest is not received, PPHCSD’s Board of Directors may increase the Customer Rates in the manner described in this Notice. If adopted, the proposed rates would become effective July 1, 2023.

EXHIBIT A – CUSTOMER RATES

FEE DESCRIPTION	PROPOSED RATES EFF. 7/1/23	FREQUENCY	% CHANGE FROM 7/1/22
RESIDENTIAL CART SERVICE (CARTS aka BARRELS)			
3 Carts – (64 Gallons EA) 1 EA: Trash, Recycling, Organics	\$30.98	Per Month	0%
Each Additional Cart (64 Gallons)	\$7.01	Per Month	0%
Pull Out Service	\$10.49	Per Month	N/A
RESIDENTIAL BIN SERVICE (NOTE: Refuse bin will also include 1 recycling and 1 organics cart)* (BINS aka DUMPSTER)			
REFUSE (TRASH)			
1.5 Cubic Yard ("CY")	\$90.87	Per Month	23.06%
2 CY	\$121.20	Per Month	25.65%
2 CY 2x/week	\$225.15	Per Month	25.66%
3 CY	\$181.82	Per Month	25.64%
3 CY 2x/week	\$337.79	Per Month	25.64%
4 CY	\$242.35	Per Month	25.65%
4 CY 2x/week	\$450.17	Per Month	25.64%
RECYCLING			
64 Gallon	\$7.01	Per Month	N/A
2 CY	\$110.53	Per Month	N/A
3 CY	\$165.76	Per Month	N/A
4 CY	\$217.76	Per Month	N/A
ORGANICS			
64 Gallon	\$7.01	Per Month	N/A
2 CY	\$294.36	Per Month	N/A
SPECIAL CHARGES			
Extra Pick-Up/Occurrence	\$92.26	Per Occurrence	N/A
COMMERCIAL CART SERVICE			
3 Carts – (64 Gallons EA) 1 EA: Trash, Recycling, Organics	\$49.50	Per Month	-74.01%
Each Additional Cart (Trash/Recycling/Organics)	\$7.96	Per Month	N/A
COMMERCIAL BIN SERVICE (NOTE: Refuse bin will also include 1 recycling and 1 organics cart)*			
REFUSE (TRASH)			
2 CY 1x/week	\$155.34	Per Month	23.68%
2 CY 2x/week	\$294.29	Per Month	23.68%
2 CY 3x/week	\$433.30	Per Month	23.68%
2 CY 4x/week	\$572.26	Per Month	23.68%
2 CY 5x/week	\$711.26	Per Month	23.68%
2 CY 6x/week	\$850.25	Per Month	23.68%
3 CY 1x/week	\$241.01	Per Month	23.67%
3 CY 2x/week	\$432.19	Per Month	23.68%
3 CY 3x/week	\$631.31	Per Month	23.68%
3 CY 4x/week	\$830.42	Per Month	23.68%
3 CY 5x/week	\$1,029.50	Per Month	23.67%
3 CY 6x/week	\$1,228.60	Per Month	23.68%
4 CY 1x/week	\$308.95	Per Month	23.68%
4 CY 2x/week	\$572.84	Per Month	23.69%

4 CY 3x/week	\$836.66	Per Month	23.68%
4 CY 4x/week	\$1,100.46	Per Month	23.68%
4 CY 5x/week	\$1,364.28	Per Month	23.68%
4 CY 6x/week	\$1,628.18	Per Month	23.68%
RECYCLING			
2 CY 1x/week	\$147.57	Per Month	74.66%
2 CY 2x/week	\$279.58	Per Month	N/A
3 CY 1x/week	\$228.96	Per Month	37.52%
ORGANICS			
2 CY Clean-up Bin	\$294.36	Per Occurrence	N/A
SPECIAL CHARGES			
Extra Pick Up/Occurrence	\$84.97	Per Occurrence	N/A
3 CY Clean-up Bin	\$178.71	Per Dump	23.68%
6 CY Clean-up Bin	\$357.40	Per Dump	23.68%
ROLL OFF SERVICE			
Refuse – 10 CY Box (up to 7.5 tons)	\$781.32	Per Occurrence	8.38%
Refuse – 20 CY Box (up to 3.5 tons)	\$541.56	Per Occurrence	-8.41%
Refuse – 30 CY Box (up to 4 tons)	\$571.53	Per Occurrence	N/A
Refuse – 40 CY Box (up to 4 tons)	\$571.53	Per Occurrence	-20.72%
ADDITIONAL RESIDENTIAL FEES			
Additional Pick-up 1.5CY Bin	\$16.28	Per Occurrence	0%
Additional Pick-up 2CY Bin	\$21.38	Per Occurrence	0%
Additional Pick-up 3CY Bin	\$32.53	Per Occurrence	0%
Additional Pick-up 4CY Bin	\$43.39	Per Occurrence	0%
Additional Pick-up Cart	\$6.70	Per Occurrence	0%
Extra Pick-up Off Route Service Fee	\$54.07	Per Occurrence	0%
Bin Exchange - Change in Service	\$27.03	Per Occurrence	0%
New Account Set Up Fee	\$27.03	Per Occurrence	0%
New Account Delivery Fee	\$27.03	Per Occurrence	0%
Delivery Fee 1.5 yard/2 yard/3 yard/4 yard	\$27.03	Per Occurrence	0%
Pull Out Service	\$10.49	Per Month	N/A
Special Event Box Delivery	\$0.00	Per Occurrence	0%
Special Event Trash Box w/ Lid and Liner	\$3.24	Each	0%
Special Event Recycle Box w/ Lid and Liner	\$3.24	Each	0%
Cart Re-delivery New Customer	\$27.03	Per Occurrence	0%
Cart Delivery - Lost Cart	\$54.07	Per Occurrence	0%
Cart Re-instatement - Delinquent Account	\$37.85	Per Occurrence	0%
Contamination of Recycle Cart	\$27.03	Per Occurrence	0%
Mail-In Sharps Kit	\$111.38	Per Occurrence	0%
Additional Cart Delivery	\$16.23	Per Occurrence	0%
Burned /Damaged Cart Replacement Fee	\$54.07	Per Occurrence	0%
Cart Replacement (more than 1 per year)	\$16.23	Per Occurrence	0%
Cart Removal - Delinquent Account	\$37.85	Per Occurrence	0%
Unable to Pull Cart for Nonpayment	\$27.03	Per Occurrence	0%
Pull Carts - Stop Service	\$27.03	Per Occurrence	0%
Pull Additional Cart	\$16.23	Per Occurrence	0%
Pull Recycling Cart	\$16.23	Per Occurrence	0%
Convert to Locking Bin	\$48.67	Per Occurrence	0%
Bin Re-Delivery Fee - Due to Nonpayment	\$27.03	Per Occurrence	0%
Steam Cleaning	\$37.85	Per Occurrence	0%
Bulky Item Pickup - 2x per year, 4 items	\$0.00	Per Occurrence	0%
Additional Bulky Item Pickup, per item	\$21.63	Per Item	0%
Additional Trash Bags - Per 32gal Bag	\$1.35	Per Bag	0%
Non-Customer Special - 3 Carts or 6 Bags	\$37.85	Per Occurrence	0%
Christmas Tree Collection - Dec 26 - Jan 15	\$0.00		0%

ADDITIONAL COMMERCIAL FEES			
Account Set Up Fee - New Customer	\$27.03	Per Occurrence	0%
Delivery Fee - Cart	\$27.03	Per Occurrence	0%
Removal Fee - Cart	\$27.03	Per Occurrence	0%
Delivery Fee - 2YD, 3YD, 4YD Bin	\$27.03	Per Occurrence	0%
Overage Fee	\$54.07	Per Occurrence	0%
Delinquent Account Removal Fee	\$59.47	Per Occurrence	0%
Delinquent Account Re-Instatement fee	\$59.47	Per Occurrence	0%
Extra Pick-up 2CY Refuse	\$28.60	Per Occurrence	0%
Extra Pick-up 3 CY Refuse	\$44.39	Per Occurrence	0%
Extra Pick-up 4CY Refuse	\$56.89	Per Occurrence	0%
Extra Pick-up Off-Route Service Fee * added on route charge	\$54.07	Per Occurrence	0%
Contamination of Recycle Bin	\$75.70	Per Occurrence	0%
Additional Pick-Up on Existing Recycling Bin	\$70.30	Per Occurrence	0%
Bin Relocation Fee	\$54.07	Per Occurrence	0%
Bin Rollout Fee	\$0.00	Per Occurrence	0%
Bin Exchange - Once per year	\$0.00	Per Occurrence	0%
Bin Exchange - More than once per year	\$81.10	Per Occurrence	0%
Convert Bin to Locking Lid	\$48.67	Per Occurrence	0%
Replacement Bin Lock or Key	\$16.23	Per Occurrence	0%
Enclosure Clean Out Fee	Varies	Based on Estimate	N/A
Replacement of Stolen or Burned Bin	\$594.76	Per Occurrence	0%
Bulky Item Pick Up, per item	\$27.03	Per Occurrence	0%
Scout Service	\$48.67	Per Occurrence	0%
Courtesy Pick Up	\$0.00	Per Occurrence	0%
Stinger - Pull Out Service/Bin	\$48.67	Per Occurrence	0%
Roll Off Service Extra Charge/Ton	\$64.82	Per Occurrence	0%
Roll Off Service Steam Cleaning	\$40.21	Per Occurrence	0%
Roll Off Service After 10 Days	\$12.45	Per Day	0%
Roll Off Service - Pull Empty Bin	\$91.91	Per Occurrence	0%
Roll Off - New Account Set Up Fee	\$59.47	Per Occurrence	0%
Roll Off - Compactor Haul Fee + Processing/Disposal	\$378.48	Per Occurrence	0%
Roll Off - Container Delivery Fee	\$81.10	Per Occurrence	0%
Roll Off - Container Removal Fee	\$81.10	Per Occurrence	0%
Roll Off - False Run Fee	\$91.91	Per Occurrence	0%
Roll Off - Relocation Box Fee	\$70.30	Per Occurrence	0%
Roll Off - Delinquent Account Removal Fee	\$81.10	Per Occurrence	0%
Roll Off - Delinquent Account Re-Instatement Fee	\$81.10	Per Occurrence	0%
Permanent Roll Off – 10 CY Box	\$332.00	Monthly Rental	0%
Permanent Roll Off – 20 CY Box	\$332.00	Monthly Rental	0%
Permanent Roll Off – 40 CY Box	\$332.00	Monthly Rental	0%
Clean-up Bin Trip Charge - 3CY/6CY	\$64.01	Per Occurrence	0%
ADDITIONAL ROLLOFF FEES			
Roll Off Rental After 10 Days	\$13.00	Per Day	N/A
Roll Off Service-Pull Empty Bin	\$125.00	Per Occurrence	36.00%
Roll Off-New Account Set Up Fee	\$15.00	Per Occurrence	-74.78%
Roll Off-Compactor Haul Only Fee	\$392.00	Per Haul	3.57%
Roll Off-Container Delivery/Removal Fee	\$69.00	Per Occurrence	-14.92%
Roll Off-False Run Fee	\$69.00	Per Occurrence	-24.93%
Roll Off-Relocation Box Fee	\$69.00	Per Occurrence	-1.85%
Roll Off-Delinquent Account Removal Fee	\$69.00	Per Occurrence	-14.92%
Roll Off-Delinquent Account Reinstatement Fee	\$69.00	Per Occurrence	-14.92%
OTHER SERVICE FEES			
Illegal Roadside Cleanup Service (District Request)	\$139.00	Per Hour	N/A

*unless alternative container type/size requested or necessary

PHELAN PIÑON HILLS CSD SOLID WASTE SERVICES



What is SB 1383 and AB 939?

SB 1383 is a statewide effort to reduce emissions of short-lived pollutants by reducing organic waste disposal to 50% by 2020 and 75% by 2025.

AB 939 is a state mandate to recycle.

The District must comply with both mandates.



Additional Information

More information can be found on our website at www.pphcsd.org



760-868-1212



The Way We Dispose of Trash is Changing

www.pphcsd.org

History

This is a State Mandate

Starting in 2022, California jurisdictions must provide trash, recycling, and organics recycling services to residents and businesses. The District will begin residential and commercial programs starting in July 2023. The District is dedicated to keeping you informed about this law and will work with CR&R to share more information as details are confirmed.

A partir del 2022, las jurisdicciones de California deben brindar servicios de basura, reciclaje, y reciclaje de productos orgánicos a los residentes y negocios. El Distrito comenzará programas residenciales y comerciales a partir de Julio de 2023. El Distrito se dedica a mantenerlo informado sobre esta nueva ley y trabajará con la compañía de basura (CR&R) para compartir más información a medida que se confirmen los detalles.

Proposed Rates (July 2023) for Service:

3 Cart Service: \$30.98/month*
Dumpster (Trash) + Organics & Recycling
Carts: \$121.20/month*

**pending Board approval*

How Will This Affect Me?

Current CR&R Customers

- You will be provided three carts and must sort your trash
- Food waste will be placed in a bag inside the green organics cart
- Note: If you have a dumpster, you can keep it but must also have recycling and organics carts



Organics

Recycling

Trash

Current Self-Haulers

- You can still go to the transfer station and use your dump card but you may need to have a permit from the District for required state reporting purposes. You will also need to source separate before going to the dump.
- Alternatively, you can sign up for service with CR&R



Agenda Item 6b

Discussion & Possible Action Regarding
Resolution No. 2023-15; Adopting Rates for
Solid Waste Collection Services Charges



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 P.O. Box 294049
 Phelan, CA 92329
 P. (760) 868-1212
 F. (760) 868-2323
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M E M O R A N D U M

DATE: June 14, 2023

TO: Board of Directors

FROM: Don Bartz, General Manager
 By: Kim Sevy, HR & Solid Waste Manager/District Clerk

SUBJECT: Discussion & Possible Adoption Regarding Resolution No. 2023-15; Adopting Rates for Solid Waste Collection Services Charges

STAFF RECOMMENDATION

For the Board to adopt Resolution No. 2023-15; Adopting Rates for Solid Waste Collection Services Charges.

BACKGROUND

District staff and CR&R negotiated rates for solid waste collection service, effective July 1, 2023, with CR&R agreeing to a rate freeze on the most common type of residential collection service, currently 2-cart trash collection service which will transition to 3-cart trash, recycling, and organics collection service, beginning July 1, 2023.

Although there will not be a rate increase for 3-cart residential service at this time, on April 24, 2023, the District mailed a notice of proposed rate increase because (1) service is transitioning from subscription to mandatory (unless self-haul option is utilized), (2) new services have been added to the rate schedule in order to collect recycling and organics, and (3) some existing services are increasing more than what is allowable by the existing rate schedule, such as CPI and certain pass-through costs.

FEE DESCRIPTION	CURRENT 7/1/2022	NEW 7/1/2023
RESIDENTIAL CART SERVICE		
Carts – (64 Gallons)	\$30.98	\$30.98
<i>NOTE: Weekly Collection</i>	2 Trash Carts	1 Trash Cart 1 Recycling Cart 1 Organics Cart

CR&R conducted a rate analysis for the minimum collection service level to comply with state and District solid waste disposal requirements. CR&R estimates it will lose approximately \$5.41 on each residential 3-cart service for the upcoming fiscal year.

Per CR&R, there are four components to the residential cart service rate: (1) collection costs, (2) disposal/processing costs, (3) District fees, and (4) overhead/administrative costs. The current rate of \$30.98 for two-cart service includes: collection service at \$22.11 (driver, truck, maintenance on truck and container), disposal/processing at \$0, District fees at 10% or \$3.09, and

overhead/administrative costs at \$4.02 (facility, site management, customer service, billing, reporting). This difference of \$1.76 is profit to CR&R at 5.7% of the rate.

Under the changes for SB 1383 & AB 939 compliance, CR&R will add two new cart types, add route hours to service the new carts, and additional costs for processing and disposing of recycling and organics. The new cost components equal \$36.39 as noted below.

	RATE	DISPOSAL/ PROCESSING	FEES	SERVICE COSTS	ADMIN COSTS	TOTAL COST	PROFIT	%
Current	\$30.98	-	\$3.09	\$22.11	\$4.02	\$29.22	\$1.76	5.7%
Proposed	\$30.98	\$2.72	\$3.10	\$26.55	\$4.02	\$36.39	\$(5.41)	-17.5%

After District-wide implementation of uniform collection service for all three service types, there will be better data on collection participation and actual disposal tonnage necessary to conduct a cost-of-service analysis to ensure rates are appropriate for our jurisdiction. The cost-of-service analysis will be conducted by an independent, mutually agreed upon, auditor and new rates will likely need to be implemented, thus requiring another notification and public hearing next year. In the event a rate study is not conducted, or the District and CR&R cannot negotiate an acceptable rate for the next fiscal year, the adopted rates would be adjusted by CPI and any change in disposal fees.

In addition to the Proposition 218 notification which was mailed to 17,508 individuals, the District published the Notice of Hearing in the Mountaineer Progress on June 8, 2023, and posted the Notice of Hearing in the District office, District website, and District community centers. Further, rates were discussed at three advertised community information meetings held on Saturday, May 20, 2023, at 10:00 a.m., Thursday March 16, 2023, at 7:00 p.m., and Tuesday, January 26, 2023, at 10:00 a.m.

FISCAL IMPACT

TBD

ATTACHMENT(S)

Resolution No. 2023-15
Exhibit A - Rate Schedule

RESOLUTION NO. 2023-15
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT
ADOPTING RATES FOR SOLID WASTE COLLECTION
SERVICES CHARGES

WHEREAS, the Phelan Piñon Hills Community Services District (“District”) is a Community Services District located within the County of San Bernardino and is organized and operates pursuant to the California Government Code Section 61000 et seq.

WHEREAS, on or about September 19, 2007, the Local Agency Formation Commission of the County of San Bernardino (“LAFCO”) adopted Resolution No. 2969 which made determinations on, and approved the incorporation of, the District which was subsequently approved by the electorate pursuant to an election held on February 5, 2008, and thereafter confirmed by LAFCO pursuant to its adoption of Resolution No. 2994 on March 18, 2008, all of which operated to authorize the formation of the District as the successor agency for the performance of water, street lighting, parks, and recreation functions and services within the prior County Service Area 9, County Service Area 56 Improvement Zone F-1, and County Service Area 70 Improvement Zones L and P-4 (the “District Boundaries”).

WHEREAS, on or about November 16, 2011, LAFCO adopted Resolution No. 3153 which specifically authorizes the District to collect, transfer, and dispose of solid waste and to provide solid waste handling services, including but not limited to source reduction, recycling, and composting activities, pursuant to Division 30 (commencing with Section 40000), and consistent with Section 41821.2 of the Public Resources Code (“Solid Waste Services”), within the District Boundaries.

WHEREAS, pursuant to the authority expressly set forth in LAFCO Resolution No. 3153, the District entered into an Exclusive Franchise Agreement with CR&R Waste Industries, Inc. (“CR&R”), effective February 9, 2012 (the “Initial Franchise Agreement”), which granted to CR&R the exclusive right, privilege, and franchise to provide certain Solid Waste Services (as described in the Initial Franchise Agreement) within the District Boundaries, subject to the terms and conditions of said Initial Franchise Agreement.

WHEREAS, the District subsequently entered into a new Exclusive Franchise Agreement with CR&R, effective July 1, 2019 (the “Franchise Agreement”), which granted to CR&R the exclusive right, privilege, and franchise to provide certain Solid Waste Services (as described in the Franchise Agreement) within the District Boundaries, subject to the terms and conditions of said Franchise Agreement.

WHEREAS, pursuant to Government Code Section 53756 and Section 9.04 of the Franchise Agreement, the Board of Directors (“Board”) adopted Resolution No. 2021-11 on or about June 2, 2021, which codified a rate schedule for the refuse collection service charges for the Solid Waste Services, subject to potential annual adjustment effective July 1 for the years 2020-2022 in an amount equal to the calendar year annual twelve-month change in the Consumer Price Index (“CPI”) for All Urban Consumers for the Los Angeles/Anaheim/Riverside Metropolitan Area as published by the United States Department of Labor, Bureau of Labor Statistics.

WHEREAS, the District amended its Franchise Agreement on January 19, 2022, to implement collection programs, meet processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements of the Short-Lived Climate Pollutants Bill of 2016 (“SB 1383”).

WHEREAS, CR&R submitted to the District a written request to the Board on March 22, 2023, for a rate adjustment incorporating the cost of service to meet the requirements of SB 1383 and existing services subject to potential annual adjustment effective July 1 for the years 2024-2028 by and amount equal to the calendar year annual twelve-month change in the CPI for All Urban Consumers (CPI-U) for the Riverside/San Bernardino/Ontario Area (December 2017 = 100) CUURS49CSA0. With respect to commercial services, if the tipping fee charged at the landfill or disposal site then in use is adjusted for inflation by the County of San Bernardino at any time during the five-year period from July 1, 2024, to June 30, 2029, the Customer Rates set forth in Exhibit A that are thereby affected may be adjusted by a corresponding equal amount following notice given pursuant to Government Code Section 53755(a) not less than thirty days before the effective date of said adjustment.

WHEREAS, the revenue raised by the proposed rate increases to the refuse collection service charges will be used to provide adequate Solid Waste Services within the District Boundaries and do not exceed the total cost of such services.

WHEREAS, this action is necessary to meet operation and administration expenses for refuse disposal and recycling programs, and to obtain funds necessary to maintain adequate Solid Waste Services within the District Boundaries, and is therefore exempt from the requirements of the California Environmental Quality Act as provided by Public Resources Code Section 21080(b)(8).

WHEREAS, the amount of the rates and charges hereby adopted do not exceed the reasonable anticipated costs for the corresponding services provided by the District, and therefore the fees imposed hereby to not qualify as a “tax” under Article XIIC, Section 1(e) of the California Constitution or Section 50076 of the California Government Code, and the actions taken herein are exempt from the additional notice and public meeting requirements of the Brown Act pursuant to Government Code Section 54954.6(a)(1)(A) and (B).

WHEREAS, the District has satisfied all of the substantive and procedural prerequisites of Articles XIIC and XIID of the California Constitution in establishing the rates and charges set forth herein, including but not limited to, the identification of the parcels upon which the rates and charges will be imposed; the calculation of the rates and charges; the mailing of written notice to the record owners of each parcel upon which the rates and charges will be imposed describing the amount thereof, the basis upon which the rates and charges were calculated, the reason for the rates and charges, and the date, time, and location of the public hearing to be held thereon; and the conducting of a public hearing on the rates and charges not less than 45 days after mailing the notice during which all protests against the fee were considered.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Phelan Piñon Hills Community Services District does hereby resolve and determine that the public interest and necessity requires the adoption of the following rates and charges for Solid Waste Services, as well as affirmation and ratification of all prior rates and

charges previously approved and/or adopted by the District's Board of Directors:

SECTION 1. REFUSE COLLECTION SERVICE CHARGES

The rates for residential and commercial refuse collection services charges for Solid Waste Services within the District Boundaries are hereby established in the amounts listed in Exhibit "A" attached hereto and incorporated herein by this reference.

SECTION 2. GENERAL MANAGER AUTHORITY

The District's General Manager is hereby authorized to take any and all actions necessary to carry out the intent of the District's Board of Directors as is stated herein and as otherwise required in order to comply with applicable law.

SECTION 3. EFFECTIVE DATE

This Resolution shall take effect on July 1, 2023, and shall supersede any and all prior resolutions and ordinances applicable to the District only to the extent expressly inconsistent with the terms hereof.

ADOPTED by the Board of Directors of the Phelan Piñon Hills Community Services District at a regular meeting held on June 14, 2023, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

President, Board of Directors

Attest:

Secretary, Board of Directors

EXHIBIT A – CUSTOMER RATES

FEE DESCRIPTION	PROPOSED RATES EFF. 7/1/23	FREQUENCY	% CHANGE FROM 7/1/22
RESIDENTIAL CART SERVICE (CARTS aka BARRELS)			
3 Carts – (64 Gallons EA) 1 EA: Trash, Recycling, Organics	\$30.98	Per Month	0%
Each Additional Cart (64 Gallons)	\$7.01	Per Month	0%
Pull Out Service	\$10.49	Per Month	N/A
RESIDENTIAL BIN SERVICE (NOTE: Refuse bin will also include 1 recycling and 1 organics cart)* (BINS aka DUMPSTER)			
REFUSE (TRASH)			
1.5 Cubic Yard ("CY")	\$90.87	Per Month	23.06%
2 CY	\$121.20	Per Month	25.65%
2 CY 2x/week	\$225.15	Per Month	25.66%
3 CY	\$181.82	Per Month	25.64%
3 CY 2x/week	\$337.79	Per Month	25.64%
4 CY	\$242.35	Per Month	25.65%
4 CY 2x/week	\$450.17	Per Month	25.64%
RECYCLING			
64 Gallon	\$7.01	Per Month	N/A
2 CY	\$110.53	Per Month	N/A
3 CY	\$165.76	Per Month	N/A
4 CY	\$217.76	Per Month	N/A
ORGANICS			
64 Gallon	\$7.01	Per Month	N/A
2 CY	\$294.36	Per Month	N/A
SPECIAL CHARGES			
Extra Pick-Up/Occurrence	\$92.26	Per Occurrence	N/A
COMMERCIAL CART SERVICE			
3 Carts – (64 Gallons EA) 1 EA: Trash, Recycling, Organics	\$49.50	Per Month	-74.01%
Each Additional Cart (Trash/Recycling/Organics)	\$7.96	Per Month	N/A
COMMERCIAL BIN SERVICE (NOTE: Refuse bin will also include 1 recycling and 1 organics cart)*			
REFUSE (TRASH)			
2 CY 1x/week	\$155.34	Per Month	23.68%
2 CY 2x/week	\$294.29	Per Month	23.68%
2 CY 3x/week	\$433.30	Per Month	23.68%
2 CY 4x/week	\$572.26	Per Month	23.68%
2 CY 5x/week	\$711.26	Per Month	23.68%
2 CY 6x/week	\$850.25	Per Month	23.68%
3 CY 1x/week	\$241.01	Per Month	23.67%
3 CY 2x/week	\$432.19	Per Month	23.68%
3 CY 3x/week	\$631.31	Per Month	23.68%
3 CY 4x/week	\$830.42	Per Month	23.68%
3 CY 5x/week	\$1,029.50	Per Month	23.67%
3 CY 6x/week	\$1,228.60	Per Month	23.68%
4 CY 1x/week	\$308.95	Per Month	23.68%
4 CY 2x/week	\$572.84	Per Month	23.69%
4 CY 3x/week	\$836.66	Per Month	23.68%
4 CY 4x/week	\$1,100.46	Per Month	23.68%
4 CY 5x/week	\$1,364.28	Per Month	23.68%
4 CY 6x/week	\$1,628.18	Per Month	23.68%
RECYCLING			
2 CY 1x/week	\$147.57	Per Month	74.66%
2 CY 2x/week	\$279.58	Per Month	N/A
3 CY 1x/week	\$228.96	Per Month	37.52%
ORGANICS			
2 CY Clean-up Bin	\$294.36	Per Occurrence	N/A
SPECIAL CHARGES			

Extra Pick Up/Occurrence	\$84.97	Per Occurrence	N/A
3 CY Clean-up Bin	\$178.71	Per Dump	23.68%
6 CY Clean-up Bin	\$357.40	Per Dump	23.68%
ROLL OFF SERVICE			
Refuse – 10 CY Box (up to 7.5 tons)	\$781.32	Per Occurrence	8.38%
Refuse – 20 CY Box (up to 3.5 tons)	\$541.56	Per Occurrence	-8.41%
Refuse – 30 CY Box (up to 4 tons)	\$571.53	Per Occurrence	N/A
Refuse – 40 CY Box (up to 4 tons)	\$571.53	Per Occurrence	-20.72%
ADDITIONAL RESIDENTIAL FEES			
Additional Pick-up 1.5CY Bin	\$16.28	Per Occurrence	0%
Additional Pick-up 2CY Bin	\$21.38	Per Occurrence	0%
Additional Pick-up 3CY Bin	\$32.53	Per Occurrence	0%
Additional Pick-up 4CY Bin	\$43.39	Per Occurrence	0%
Additional Pick-up Cart	\$6.70	Per Occurrence	0%
Extra Pick-up Off Route Service Fee	\$54.07	Per Occurrence	0%
Bin Exchange - Change in Service	\$27.03	Per Occurrence	0%
New Account Set Up Fee	\$27.03	Per Occurrence	0%
New Account Delivery Fee	\$27.03	Per Occurrence	0%
Delivery Fee 1.5 yard/2 yard/3 yard/4 yard	\$27.03	Per Occurrence	0%
Pull Out Service	\$10.49	Per Month	N/A
Special Event Box Delivery	\$0.00	Per Occurrence	0%
Special Event Trash Box w/ Lid and Liner	\$3.24	Each	0%
Special Event Recycle Box w/ Lid and Liner	\$3.24	Each	0%
Cart Re-delivery New Customer	\$27.03	Per Occurrence	0%
Cart Delivery - Lost Cart	\$54.07	Per Occurrence	0%
Cart Re-instatement - Delinquent Account	\$37.85	Per Occurrence	0%
Contamination of Recycle Cart	\$27.03	Per Occurrence	0%
Mail-In Sharps Kit	\$111.38	Per Occurrence	0%
Additional Cart Delivery	\$16.23	Per Occurrence	0%
Burned /Damaged Cart Replacement Fee	\$54.07	Per Occurrence	0%
Cart Replacement (more than 1 per year)	\$16.23	Per Occurrence	0%
Cart Removal - Delinquent Account	\$37.85	Per Occurrence	0%
Unable to Pull Cart for Nonpayment	\$27.03	Per Occurrence	0%
Pull Carts - Stop Service	\$27.03	Per Occurrence	0%
Pull Additional Cart	\$16.23	Per Occurrence	0%
Pull Recycling Cart	\$16.23	Per Occurrence	0%
Convert to Locking Bin	\$48.67	Per Occurrence	0%
Bin Re-Delivery Fee - Due to Nonpayment	\$27.03	Per Occurrence	0%
Steam Cleaning	\$37.85	Per Occurrence	0%
Bulky Item Pickup - 2x per year, 4 items	\$0.00	Per Occurrence	0%
Additional Bulky Item Pickup, per item	\$21.63	Per Item	0%
Additional Trash Bags - Per 32gal Bag	\$1.35	Per Bag	0%
Non-Customer Special - 3 Carts or 6 Bags	\$37.85	Per Occurrence	0%
Christmas Tree Collection - Dec 26 - Jan 15	\$0.00		0%
ADDITIONAL COMMERCIAL FEES			
Account Set Up Fee - New Customer	\$27.03	Per Occurrence	0%
Delivery Fee - Cart	\$27.03	Per Occurrence	0%
Removal Fee - Cart	\$27.03	Per Occurrence	0%
Delivery Fee - 2YD, 3YD, 4YD Bin	\$27.03	Per Occurrence	0%
Overage Fee	\$54.07	Per Occurrence	0%
Delinquent Account Removal Fee	\$59.47	Per Occurrence	0%
Delinquent Account Re-Instatement fee	\$59.47	Per Occurrence	0%
Extra Pick-up 2CY Refuse	\$28.60	Per Occurrence	0%
Extra Pick-up 3 CY Refuse	\$44.39	Per Occurrence	0%

Extra Pick-up 4CY Refuse	\$56.89	Per Occurrence	0%
Extra Pick-up Off-Route Service Fee * added on route charge	\$54.07	Per Occurrence	0%
Contamination of Recycle Bin	\$75.70	Per Occurrence	0%
Additional Pick-Up on Existing Recycling Bin	\$70.30	Per Occurrence	0%
Bin Relocation Fee	\$54.07	Per Occurrence	0%
Bin Rollout Fee	\$0.00	Per Occurrence	0%
Bin Exchange - Once per year	\$0.00	Per Occurrence	0%
Bin Exchange - More than once per year	\$81.10	Per Occurrence	0%
Convert Bin to Locking Lid	\$48.67	Per Occurrence	0%
Replacement Bin Lock or Key	\$16.23	Per Occurrence	0%
Enclosure Clean Out Fee	Varies	Based on Estimate	N/A
Replacement of Stolen or Burned Bin	\$594.76	Per Occurrence	0%
Bulky Item Pick Up, per item	\$27.03	Per Occurrence	0%
Scout Service	\$48.67	Per Occurrence	0%
Courtesy Pick Up	\$0.00	Per Occurrence	0%
Stinger - Pull Out Service/Bin	\$48.67	Per Occurrence	0%
Roll Off Service Extra Charge/Ton	\$64.82	Per Occurrence	0%
Roll Off Service Steam Cleaning	\$40.21	Per Occurrence	0%
Roll Off Service After 10 Days	\$12.45	Per Day	0%
Roll Off Service - Pull Empty Bin	\$91.91	Per Occurrence	0%
Roll Off - New Account Set Up Fee	\$59.47	Per Occurrence	0%
Roll Off - Compactor Haul Fee + Processing/Disposal	\$378.48	Per Occurrence	0%
Roll Off - Container Delivery Fee	\$81.10	Per Occurrence	0%
Roll Off - Container Removal Fee	\$81.10	Per Occurrence	0%
Roll Off - False Run Fee	\$91.91	Per Occurrence	0%
Roll Off - Relocation Box Fee	\$70.30	Per Occurrence	0%
Roll Off - Delinquent Account Removal Fee	\$81.10	Per Occurrence	0%
Roll Off - Delinquent Account Re-Instatement Fee	\$81.10	Per Occurrence	0%
Permanent Roll Off – 10 CY Box	\$332.00	Monthly Rental	0%
Permanent Roll Off – 20 CY Box	\$332.00	Monthly Rental	0%
Permanent Roll Off – 40 CY Box	\$332.00	Monthly Rental	0%
Clean-up Bin Trip Charge - 3CY/6CY	\$64.01	Per Occurrence	0%
ADDITIONAL ROLLOFF FEES			
Roll Off Rental After 10 Days	\$13.00	Per Day	N/A
Roll Off Service-Pull Empty Bin	\$125.00	Per Occurrence	36.00%
Roll Off-New Account Set Up Fee	\$15.00	Per Occurrence	-74.78%
Roll Off-Compactor Haul Only Fee	\$392.00	Per Haul	3.57%
Roll Off-Container Delivery/Removal Fee	\$69.00	Per Occurrence	-14.92%
Roll Off-False Run Fee	\$69.00	Per Occurrence	-24.93%
Roll Off-Relocation Box Fee	\$69.00	Per Occurrence	-1.85%
Roll Off-Delinquent Account Removal Fee	\$69.00	Per Occurrence	-14.92%
Roll Off-Delinquent Account Reinstatement Fee	\$69.00	Per Occurrence	-14.92%
OTHER SERVICE FEES			
Illegal Roadside Cleanup Service (District Request)	\$139.00	Per Hour	N/A

**unless alternative container type/size requested or necessary*

Agenda Item 6c

Update on Solid Waste Program
Implementation



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P.O. Box 294049
Phelan, CA 92329
P. (760) 868-1212
F. (760) 868-2323
W. www.pphcsd.org

MEMORANDUM

DATE: June 14, 2023
TO: Board of Directors
FROM: Don Bartz, General Manager
By: Kim Sevy, HR & Solid Waste Manager/District Clerk
SUBJECT: Update on Solid Waste Program Implementation

STAFF RECOMMENDATION

None

BACKGROUND

Staff will update the Board on Solid Waste Program Implementation.

FISCAL IMPACT

None

ATTACHMENT(S)

Letters to Customers
Application Packet

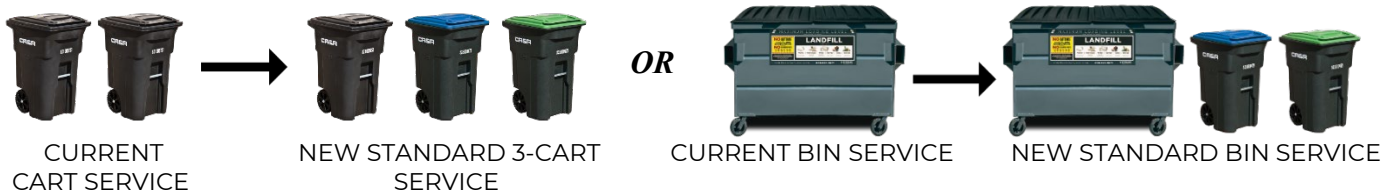
July 1, 2023

Current CR&R Customer:

The Phelan Piñon Hills Community Services District (“District”) is responsible for providing solid waste programs for the communities of Phelan and Piñon Hills. The District contracts with CR&R to provide collection service for residents who do not self-haul.

You may have heard that the way we dispose of solid waste in our community is about to change. The State of California has passed numerous laws regulating the disposal of solid waste that we must comply with (visit our website at www.PPHCSD.org/residential for additional information).

Beginning in July 2023, solid waste collection service will transition from a subscription service to a required service, unless you are an identified self-hauler. With this transition, we must collect certain data that we previously did not need. To collect this data, we need all District residents, including existing CR&R customers, to complete an application either confirming or modifying their disposal method. Additionally, service will transition from trash-only collection to collection of trash, recycling, and organic waste.



Please review the enclosed information and then visit our website or District office to complete the *Application for Solid Waste Collection Service/Self-Hauling*. To complete your application online, go to www.PPHCSD.org/residential. A paper application will be mailed to District residents in a separate mailing. To complete the application in person, visit the District office located at 4176 Warbler Road, Phelan, CA 92371.

If you have any additional questions, or require additional information not covered in the enclosed information, please contact the District office at 760-868-1212.

Sincerely,



Don Bartz
General Manager



A. 4176 Warbler Road
P.O. Box 294049
Phelan, CA 92329
P. (760) 868-1212
F. (760) 868-2323
W. www.pphcsd.org

June 9, 2023

To Current Resident:

As you may be aware, the Phelan Piñon Hills Community Services District ("District") provides water services to the majority of Phelan and Piñon Hills residents, however your water services are provided by Sheep Creek Water Company.

While we are not your water service provider, you are still a District resident and therefore fall under our jurisdiction for solid waste services, parks and recreation, and street lighting.

You may have heard that the way we dispose of solid waste in our community is about to change. The State of California has passed numerous laws regulating the disposal of trash that we must comply with (visit our website at www.PPHCSD.org/residential for additional information).

Beginning in July 2023, solid waste collection service will become mandatory, unless you are an identified self-hauler. Please review the enclosed information and then complete and detach the *Application for Solid Waste Collection Service/Self-Haul* and return it in the enclosed envelope. You may also complete it online at www.PPHCSD.org/residential, scan and email it to customerservice@pphcsd.org, or drop it off at our District office located at 4176 Warbler Road, Phelan, CA 92371.

Even if you are self-hauling, or are already a CR&R customer, you will need to complete the application confirming your solid waste disposal method. Again, information regarding the state requirements and the District's program is available at www.PPHCSD.org/residential.

If you have any additional questions, or require additional information not covered in the enclosed information, please contact the District office at 760-868-1212.

Sincerely,

Don Bartz
General Manager

INSTRUCTIONS FOR SOLID WASTE COLLECTION SERVICE AND SELF-HAUL APPLICATION

Please complete the attached application indicating how you will dispose of trash, recycling, and organics in compliance with state requirements. If you do not know your parcel number, leave it blank. All other fields are required. If your property is unoccupied, select the self-haul option.

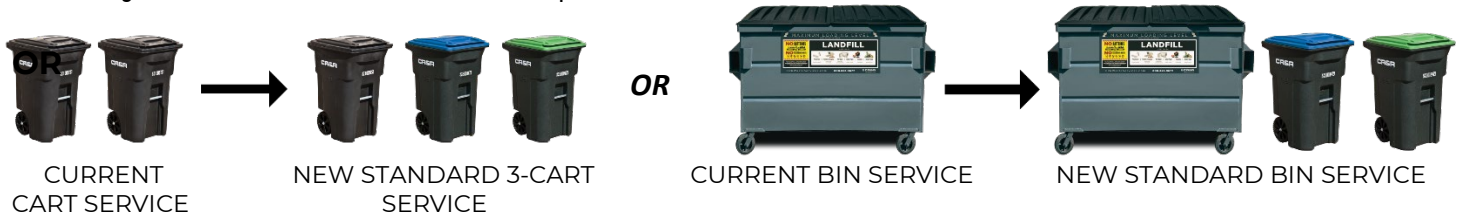
CURRENT SELF-HAULERS:

If you want to continue to self-haul, select the first box in OPTION #1. You will be required to keep receipts and sort your trash, recycling, and organics before going to the transfer station (Dump). You will need to bring your ID and your Disposal Use Permit (Dump Card).

If you are a current self-hauler but would rather sign-up for collection service through CR&R, select the second box in OPTION #2 and choose the level of service you desire.

EXISTING CR&R CUSTOMERS:

If you are a current CR&R customer, your service will automatically change from trash-only to three separate containers (trash, recycling, organics). Check the first box in OPTION #2 to confirm or modify your service. Then, select the service option you desire and any additional CR&R service options.



NEW RESIDENTS:

Provide proof of ownership (final escrow closing statement or recorded grant deed) and complete the attached form indicating how you will dispose of your trash by selecting either OPTION #1 or OPTION #2. If you are a tenant, see “Tenants” section below.

TENANTS (RENTERS):

Tenants may sign-up for Standard 3-cart collection service only. This is the basic level of compliance with the District’s solid waste disposal requirements. Additional collection services require written property owner permission. Tenants desiring to self-haul must have written permission from the property owner and obtain the Disposal Use Permit (Dump Card) from the owner.

QUESTIONS & ADDITIONAL INFORMATION

Call the District at 760-868-1212 or CR&R at 760-868-4232 or visit: www.PPHCSD.org/residential

To complete this application online, visit:

www.PPHCSD.org/residential/application

Scan with your smart phone for additional information on this program.



The Way We Dispose of Trash is Changing

New Customers

- Complete the application form indicating whether you want to self-haul or signup for collection service through CR&R.

Self-Haulers

- Complete the application form indicating you want to self-haul.
- For 2023 - No additional charge to self-haul.
- Keep receipts for verification of self-haul.
- Sort your waste into recycling, organics, or trash before heading to the dump.

All District Residents

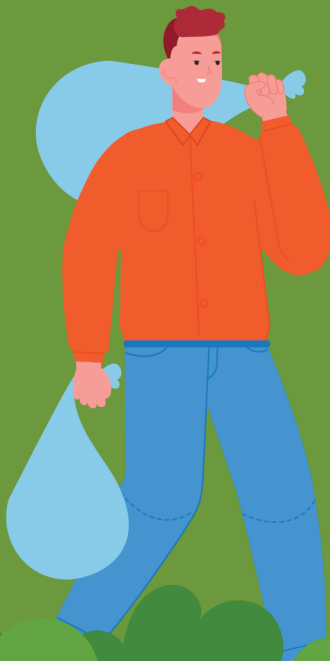
- Application forms and information on sorting your solid waste will be sent out to all District residents starting in July. All residents must return an application either indicating they want to self-haul, or to continue or start service with CR&R.

Existing CR&R Customers

- Complete the application form verifying the service level you desire.
- Existing trash cart-only customers will have carts replaced with the 3-cart system starting now through January 2024.
- Existing customers with dumpsters (bins) will also be issued recycling and organics carts unless another service option is requested.
- All materials will be picked up in the same truck until January 2024 when materials must be separated into the appropriate container which will be picked up separately.

Questions?

Please contact the District at 760-868-1212 or visit www.pphcsd.org/solid-waste-and-recycling.



What Goes Where

RECYCLABLES

- Aluminum
- Cardboard
- Glass
- Metal
- Paper
- Plastic



ORGANICS

- | | |
|---------------------|---------------|
| From The Kitchen | From The Yard |
| • Dairy | • Flowers |
| • Food Soiled Paper | • Grass |
| • Fruits | • Leaves |
| • Grains | • Prunings |
| • Meat | • Weeds |
| • Seafood | |
| • Vegetables | |



**FOOD WASTE MUST BE PLACED
IN PLASTIC BAGS AND PLACED
INSIDE ORGANICS CART**

LANDFILL

- Ceramics
- Coat Hangers
- Diapers
- Mirrors
- Paper Towels
- Pet Waste/Cat Litter
- Styrofoam
- Tissue Paper
- Waxed Paper



NO HAZARDOUS WASTE

Agenda Item 6d

Discussion & Possible Approval to Enter into a Professional Services Agreement with Dodson and Associates to Prepare an Initial Study, CEQA Compliance for a Proposed 1.5-Million-Gallon Reservoir at Site 6A

MEMORANDUM

DATE: June 14, 2023

TO: Board of Directors

FROM: Don Bartz, General Manager
By: George Cardenas, Engineering Manager

SUBJECT: Discussion & Possible Approval to Enter into a Professional Services Agreement with Dodson and Associates to Prepare an Initial Study, CEQA Compliance for a Proposed 1.5-Million-Gallon Reservoir at Site 6A

STAFF RECOMMENDATION

Staff recommendations for the Board to approve entering into a Professional Services Agreement (“PSA”) with Dodson & Associates to prepare an Initial Study, CEQA compliance, for a proposed 1.5-million-gallon (“MG”) reservoir at site 6A for an amount not to exceed \$32,000.

BACKGROUND

Proposed construction of a 1.5 MG reservoir will be located adjacent to the existing 6A (0.40 MG) reservoir, at parcel APN 3037-071-06, at the south end of Sheep Creek Road at 8300 Javelin Road. This project will increase water storage capacity in Pressure Zone 6 and will be a component of the District’s Chromium-6 mitigation strategy. The Board approved the 2023/2024 Budget which includes the design and studies necessary for the proposed 1.5 MG reservoir. Construction is contingent on Federal funding and the District’s funding contribution. The District anticipates breaking ground on this project in FY 2024/2025.

FISCAL IMPACT:

\$32,000 (not to exceed)

ATTACHMENTS:

Dodson & Associates proposal, Exhibit “A”

TOM DODSON & ASSOCIATES

PHYSICAL ADDRESS: 2150 N. ARROWHEAD AVENUE SAN BERNARDINO, CA 92405

MAILING ADDRESS: PO BOX 2307, SAN BERNARDINO, CA 92406

TEL (909) 882-3612 • FAX (909) 882-7015

E-MAIL TDA@TDAENV.COM • WEB: TDAENVIRONMENTAL.COM



May 13, 2023

George Cardenas, PPHCSD Engineering Manager
Phelan Piñon Hills Community Service District (PPHCSD)
4176 Warbler Road
PO Box 294049
Phelan, CA 92329

Dear George,

Based on your email requesting a proposal from TDA on the proposed reservoir, TDA proposes to assist Phelan Piñon Hills Community Service District (PPHCSD or District) to achieve CEQA compliance for a 1.5 MG reservoir installation project at its existing Reservoir 6A site. In order to complete the CEQA compliance for the Proposed 1.5 MG reservoir Project, we envision compiling an Initial Study/Mitigated Negative Declaration (IS/MND) that will require the following actions:

- TDA will prepare a project description that identifies all of the possible physical changes in the environment that can result from approving the project and an entitlements needed from the other agencies to implement the project.
- TDA will compile an impact forecast and analysis for each of the 20 Initial Study topics to determine whether any of the individual issues (air quality, biology, etc.) may result in unavoidable significant adverse impacts. The key to this analysis is to provide substantiation for each finding/conclusion presented for each of the environmental topics. The following technical studies will be required:
 - Air Quality / Greenhouse Gas: \$4,000
 - Biological Resources Assessment (BRA) and Jurisdictional Delineation (JD), if necessary. The total for the BRA and JD will be \$7,500.
 - Cultural Resources: \$5,500 (needed to comply with AB 52)
 - Please note that we have been experiencing delays in receiving Cultural Resources Reports due to COVID-19 restrictions at the Records Center; because things have begun to open up, delays may not be quite as excessive, but it may take 3 months to obtain a finalized cultural resources report.
- TDA will then integrate the technical studies into the document and submit the draft IS to PPHCSD for their independent validation. TDA anticipates that the effort to develop the Draft Initial Study will require about 90-110 days to complete due to the time required to develop the technical studies. TDA will then finalize the Initial Study and proposed CEQA environmental determination (anticipated to be an MND) for publication.
- TDA will assist the District to publish the IS/MND for public review. We assume that this project will require a 30-day review because the District would be required to obtain a permit from the State Water Resources Control Board to connect the reservoir to the District's distribution system. The Initial Study will be submitted to the County of San Bernardino, and to the State Clearinghouse to begin the 30-day public review period.

- At the end of the 30-day public review, any comments from any party need to be addressed in a “good-faith” manner. TDA will compile these responses in a Response to Comments letter that will accompany the final IS/MND.
- The IS/MND and responses to comments, as well as the Mitigation Monitoring and Reporting Program form the final package used by the District to consider environmental effects prior to considering approval of the project entitlements.
- The District must then “adopt” the IS/MND and file a Notice of Determination (NOD) with the County of San Bernardino Clerk of the Board. TDA staff—Tom and/or Kaitlyn—will attend any hearings held for this project upon request. Filing the NOD with the County of San Bernardino Clerk of the Board concludes the CEQA process and initiates the statute of limitations for legal challenge of the environmental document.

The cost estimate to complete the technical studies is \$17,000; the fee for compiling and processing the Initial Study with the PPHCSD is \$15,000 for a total fee is \$32,000. TDA will bill on a time and materials basis, using hourly rates provided below. This fee does not include the CDFW filing fee of approximately \$2,800 (2023) that is paid to the County when the NOD is filed. Finally, I anticipate that CEQA compliance for this project will require about 5 to 6 months, due to the amount of time required to obtain records necessary to compile the cultural resources report, and barring any problems or issues with completion of the AB 52 consultation process, which consists of mandatory government to government consultation with local Native American tribes regarding "traditional tribal resources."

Fee Schedule:

Labor: Time spent on behalf of a client will be charged as follows:

Environmental Specialist I	\$165.00 / hour
Environmental Specialist II	\$115.00 / hour
Environmental Specialist III	\$85.00 / hour
Environmental Specialist IV	\$60.00 / hour
Biologist III / Monitor	\$65.00 / hour
Admin / WP / Graphics	\$55.00 / hour
Legal Expert Witness	\$240.00 / hour

Other Direct Costs: All other direct costs (travel, supplies, printing, etc.) may be charged at actual cost. There will be no mark-up on ODCs. Mileage will be billed at the Internal Revenue Service (IRS) standard mileage rate for business travel. For 2023, this rate is \$0.65 per mile.

TDA looks forward to working with PPHCSD. Please do not hesitate to contact me with any questions.

Sincerely,



Kaitlyn Dodson-Hamilton



APN 3037-071-05

317' PL
EXISTING ROAD

JAVELIN ROAD

APN 3037-071-06
1.90 ACRES
(PPHCSD SITE 6A)

SLOPE

EXISTING ROAD

20' WL EASEMENT

APN 3037-101-04

PROPOSED 1.5 MG
104' DIA.x24' HIGH

10'

SLOPE

195' PL

EXISTING ROAD

PL

PL

PL

RESERVOIR 6A
(0.4 MG)

APN 3037-101-05

Gate

HYDROPNEUMATIC

PL

PL

250'

20' WL EASEMENT

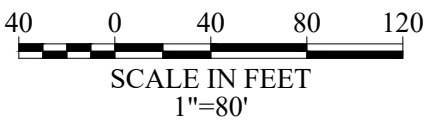
PL

APN 3037-071-07
60.11 ACRES
(ZIMMERMAN)

SHEEP CREEK WATER COMPANY
0.912 MG RESERVOIR
80'x24'

APN 3037-101-06

PL



**PHELAN PINON HILLS
COMMUNITY SERVICES DISTRICT
RESERVOIR SITE 6A
8300 JAVELIN ROAD
APN 3037-071-06
PROPOSED 1.5MG RESERVOIR
EXHIBIT A**

Agenda Item 6e

Discussion & Possible Approval to Enter into a Professional Services Agreement with Wallace Group, Inc. for Design Work & Project Management for the Phelan Park Improvement Project

MEMORANDUM

DATE: June 14, 2023

TO: Board of Directors

FROM: Don Bartz, General Manager
By: Kim Sevy, HR & Solid Waste Manager/District Clerk

SUBJECT: Discussion & Possible Approval to Enter into a Professional Services Agreement with Wallace Group, Inc. for Design Work & Project Management for the Phelan Park Improvement Project

STAFF RECOMMENDATION

For the Board to approve the Professional Services Agreement with Wallace Group, Inc., for project management and design work for the Phelan Park Improvements Project.

BACKGROUND

The District was awarded an American Rescue Plan Act (ARPA) Grant for the Coronavirus Local Fiscal Recovery Fund (CLFRF) which is being administered by the County of San Bernardino. The total ARPA grant amount is \$457,194. Matching funds to complete the Project are budgeted for in the District's 2023/2024 Budget.

The improvements are to take place in the existing community park and serve as the first build-out of the overall Phelan Park Expansion Project. Wallace Group's project manager, Matt Wilkins, has been involved with the project since 2019 and was deeply involved with the initial planning efforts. Furthermore, Mr. Wilkins assisted with the ARPA grant application and is knowledgeable of the grant requirements, including the need to have the funds obligated by December 31, 2024, and fully expended by December 31, 2026.

Staff obtained two quotes, one from KTUA, who has aided the District in the past with park grants and planning documents, and one from Wallace Group, who is currently aiding the District in grant submittals and is comprised of staff familiar with the District's project. The proposal from KTUA is \$229,221. The proposal from Wallace Group is \$103,987.

Wallace Group is significantly lower in cost and has staff with experience working on the Phelan Park and Civic Center Projects, including understanding how the Parks Improvement Project, Park Expansion Project, and Civic Center Project are interrelated. Additionally, Wallace Group is actively working with the District on the ARPA grant and other grants for Phelan Park.

FISCAL IMPACT

\$103,987, accounted for in the budget for this project (FY 2023/2024)

ATTACHMENT(S)

Professional Services Agreement & Scope of Work

**AGREEMENT FOR SERVICES
BETWEEN
PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT
AND
WALLACE GROUP
FOR
PROPOSED PHELAN COMMUNITY PARK IMPROVEMENTS**

THIS AGREEMENT is made this 14th day of June 2023 (hereinafter referred to as the “Effective Date”), by and between PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT, a public agency organized and operating pursuant to California **Government Code Section 61000 et seq. (hereinafter referred to as the “DISTRICT”)**, and **WALLACE GROUP, a landscape architect and planning firm**, (hereinafter referred to as “CONSULTANT”). DISTRICT and CONSULTANT may individually be referred to as “Party” or collectively as “Parties” in this Agreement.

RECITALS

WHEREAS, the DISTRICT desires to contract with CONSULTANT to provide project management and design services to the DISTRICT for the DISTRICT’s **Phelan Community Park Improvement Project** (hereinafter referred to as “Project”); and

WHEREAS, CONSULTANT is willing to contract with the DISTRICT to provide such services for the Project; and

WHEREAS, CONSULTANT holds itself as duly licensed, qualified, and capable of performing said services for the Project, and that CONSULTANT is customarily engaged in an independently established trade, occupation, and/or business of the same nature as the work to be performed herein; and

WHEREAS, this Agreement establishes the terms and conditions for the DISTRICT to retain CONSULTANT to provide the services described herein for the Project.

COVENANTS

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth herein, the Parties hereto agree as follows:

**ARTICLE I
ENGAGEMENT OF CONSULTANT
AND AUTHORIZATION TO PROCEED**

1.1 **ENGAGEMENT:** The DISTRICT hereby engages CONSULTANT, and CONSULTANT hereby accepts the engagement, to perform the Project services described in Section 2.1 of this Agreement for the term set forth in Section 5.1 of this Agreement.

1.2 AUTHORIZATION TO PROCEED: Authorization for CONSULTANT to proceed with all or a portion of the Project services described in Section 2.1 of this Agreement will be granted in writing by the DISTRICT as soon as both Parties sign the Agreement and all applicable insurance and other security documents required pursuant to Section 6.3 of this Agreement are received and approved by the DISTRICT. CONSULTANT shall not proceed with said Project services until so authorized by the DISTRICT, and shall commence work immediately upon receipt of the Notice to Proceed.

1.3 NO EMPLOYEE RELATIONSHIP: The Project services to be provided by CONSULTANT are outside the usual course of the DISTRICT's business. CONSULTANT shall perform the Project services provided for herein as an independent contractor, and not as an employee of the DISTRICT. CONSULTANT is not to be considered an agent or employee of the DISTRICT for any purpose, and shall not be entitled to participate in any pension plans, insurance coverage, bonus, stock, or similar benefits that the DISTRICT provides for its employees. CONSULTANT shall indemnify the DISTRICT for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which the DISTRICT may be required to make on behalf of CONSULTANT or any agent or employee of CONSULTANT for work performed under this Agreement.

ARTICLE II SERVICES OF CONSULTANT

2.1 SCOPE OF SERVICES: The Project services to be performed by the CONSULTANT under this Agreement are described in the proposal attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter referred to as the "Scope of Work"), and shall, where not specifically addressed, include all related services ordinarily provided by the CONSULTANT under same or similar circumstances and/or otherwise necessary to satisfy the requirements of Section 3.3 of this Agreement. In case of conflict between the terms of this Agreement and the provisions of the Scope of Work, this Agreement shall govern.

2.2 PREVAILING WAGES: In accordance with the provisions of the California Labor Code, CONSULTANT shall secure the payment of compensation to employees. To the extent required by the California Labor Code, CONSULTANT shall pay not less than the prevailing rate of per diem wages as determined by the Director, Department of Industrial Relations, State of California. Copies of such prevailing rate of per diem wages are on file at the DISTRICT's office, which copies will be made available to any interested party upon request. CONSULTANT shall post a copy of such determination at each job site. If applicable, CONSULTANT shall forfeit to the DISTRICT the amount of the penalty set forth in California Labor Code Section 1777.7(b), or any subsequent amendments thereto, for each calendar day, or portion thereof, for each worker paid less than the specified prevailing rates for such work or craft in which such worker is employed, whether paid by CONSULTANT or by any subcontractor.

2.3 HOURS AND WORKING CONDITIONS: The DISTRICT is a public entity in the State of California and is subject to the provisions of the Government Code and the Labor

Code of the State. It is stipulated and agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein and will be complied with by CONSULTANT. CONSULTANT shall comply with all applicable provisions of the California Labor Code relating to working hours and the employment of apprentices on public works projects. CONSULTANT shall, as a penalty to the DISTRICT, forfeit \$25.00 for each worker employed in the execution of this Agreement by CONSULTANT or by any subcontractor, for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker received compensation for all hours worked in excess of 8 hours at not less than 1½ times the basic rate of pay.

ARTICLE III RESPONSIBILITIES OF THE DISTRICT AND OF CONSULTANT

3.1 DUTIES OF THE DISTRICT: The DISTRICT, without cost to CONSULTANT, will provide all pertinent information necessary for CONSULTANT's performance of its obligations under this Agreement that is reasonably available to the DISTRICT unless otherwise specified in the Scope of Work, in which case the CONSULTANT is to acquire such information. The DISTRICT does not guarantee or ensure the accuracy of any reports, information, and/or data so provided. To the extent that any reports, information, and/or other data so provided was supplied to the DISTRICT by persons who are not employees of the DISTRICT, any liability resulting from inaccuracies and/or omissions contained in said information shall be limited to liability on behalf of the party who prepared the information for the DISTRICT.

3.2 REPRESENTATIVE OF DISTRICT: The DISTRICT designates Don Bartz, General Manager, or his designee, as the person to act as the DISTRICT's representative with respect to the work to be performed under this Agreement. Such person will have complete authority to receive information and interpret and define the DISTRICT's policies pertinent to the work, although such person will not control or direct CONSULTANT's work. In the event the DISTRICT wishes to make a change in the DISTRICT's representative, the DISTRICT shall notify the CONSULTANT of the change in writing.

3.3 DUTIES OF CONSULTANT: CONSULTANT shall perform the Project work in such a manner as to fully comply with all applicable professional standards of care, including professional quality, technical accuracy, timely completion, and other services furnished and/or work undertaken by CONSULTANT pursuant to this Agreement. The CONSULTANT shall cause all work and deliverables to conform to all applicable federal, state, and local laws and regulations.

3.4 APPROVAL OF WORK: The DISTRICT's approval of work or materials furnished hereunder shall not in any way relieve CONSULTANT of responsibility for the technical adequacy of its work. Neither the DISTRICT's review, approval, or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. Where approval by the DISTRICT is indicated in this Agreement, it is understood to be conceptual

approval only and does not relieve the CONSULTANT of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the CONSULTANT or its subcontractors. CONSULTANT's obligation to defend, indemnify, and hold harmless the DISTRICT, and its directors, officers, employees, and agents as set forth in Section 6.9 of this Agreement also applies to the actions or omissions of the CONSULTANT or its subcontractors as set forth above in this paragraph.

ARTICLE IV PAYMENTS TO CONSULTANT

4.1 **PROJECT COSTS:** During the Term of this Agreement, the DISTRICT will pay CONSULTANT for services performed in accordance with the rates and estimated hours and costs set forth in the Scope of Work. The amounts set forth in the Scope of Work constitute the maximum compensation to which CONSULTANT may be entitled for the performance of services for the Project unless this Agreement and/or the Scope of Work are changed in writing by the DISTRICT in advance of the services to be performed hereunder. Adjustments in the payment amount shall only be allowed pursuant to Section 6.4 of this Agreement.

4.2 **INVOICES:** Payment will be made by the DISTRICT within thirty (30) calendar days after receipt of an invoice from CONSULTANT, provided that all invoices are complete and CONSULTANT's work product and services are provided and performed in compliance with the terms and conditions of this Agreement. CONSULTANT shall invoice DISTRICT monthly for services performed under this Agreement. In the event that a payment dispute arises between the Parties, CONSULTANT shall provide to the DISTRICT full and complete access to CONSULTANT's labor cost records and other direct cost data, and copies thereof if requested by the DISTRICT.

4.3 **COST FOR REWORK:** CONSULTANT shall, at no cost to the DISTRICT, prepare any necessary rework occasioned by CONSULTANT's negligent act or omission or otherwise due substantially to CONSULTANT's fault.

ARTICLE V COMPLETION SCHEDULE

5.1 **TERM:** The Term of this Agreement shall begin on the Effective Date and shall continue until the scope of work in this Agreement is completed, unless this Agreement is earlier terminated pursuant to the provisions of Section 6.7 below. Notwithstanding the above, the provisions of Sections 1.3, 2.2, 2.3, 3.3 and 3.4 and Articles IV, V, and VI herein shall survive the expiration and/or termination of this Agreement.

5.2 **TIME OF ESSENCE:** CONSULTANT shall perform all services required by this Agreement in a prompt, timely, and professional manner. Time is of the essence in this Agreement.

ARTICLE VI GENERAL PROVISIONS

6.1 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: CONSULTANT shall at all times observe all applicable provisions of Federal, State, and Local laws and regulations including, but not limited to, those related to Equal Opportunity Employment.

6.2 SUBCONTRACTORS AND OUTSIDE CONSULTANTS: No subcontract shall be awarded by CONSULTANT unless prior written approval thereof is obtained from the DISTRICT. CONSULTANT shall be responsible for payment to subcontractors used by them to perform the services under this Agreement. If CONSULTANT subcontracts any of the work to be performed, CONSULTANT shall be as fully responsible to the DISTRICT for the performance of the work, including errors and omissions of CONSULTANT's subcontractors and of the persons employed by the subcontractor, as CONSULTANT is for the acts and omissions of persons directly employed by the CONSULTANT. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor of CONSULTANT and the DISTRICT. CONSULTANT shall bind every subcontractor and every subcontractor of a subcontractor to the terms of this Agreement that are applicable to CONSULTANT's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the DISTRICT.

6.3 INSURANCE: CONSULTANT shall secure and maintain in full force and effect, until the satisfactory completion and acceptance of the Project by DISTRICT, such insurance as will protect it and the DISTRICT in such a manner and in such amounts as set forth below. The premiums for said insurance coverage shall be paid by the CONSULTANT. The failure to comply with these insurance requirements may constitute a material breach of this Agreement, at the sole discretion of the DISTRICT.

- (a) Certificates of Insurance: Prior to commencing services under this Agreement, and in any event no later than ten (10) calendar days after execution of this Agreement, CONSULTANT shall furnish DISTRICT with Certificates of Insurance and endorsements verifying the insurance coverage required by this Agreement is in full force and effect. The DISTRICT reserves the right to require complete and accurate copies of all insurance policies required under this Agreement.
- (b) Required Provisions: The insurance policies required by this Agreement shall include the following provisions or have them incorporated by endorsement(s):
 - (1) Primary Coverage: The insurance policies provided by CONSULTANT shall be primary insurance and any self-insured retention and/or insurance carried by or available to the DISTRICT or its employees shall be excess and non-contributory coverage so that any self-insured retention and/or insurance carried by or available to the DISTRICT shall not contribute to any loss or expense under CONSULTANT's insurance.
 - (2) Additional Insured: The policies of insurance provided by CONSULTANT, except Workers' Compensation and Professional Liability, shall include as additional insureds: the DISTRICT, its

directors, officers, employees, and agents when acting in their capacity as such in conjunction with the performance of this Agreement. Such policies shall contain a "severability of interests" provision, also known as "Cross liability" or "separation of insured".

- (3) Cancellation: Each certificate of insurance and insurance policy shall provide that the policy may not be non-renewed, canceled (for reasons other than non-payment of premium) or materially changed without first giving thirty (30) days advance written notice to the DISTRICT, or ten (10) days advance written notice in the event of cancellation due to non-payment of premium.
 - (4) Waiver of Subrogation: The insurance policies provided by CONSULTANT shall contain a waiver of subrogation against DISTRICT, its directors, officers, employees, and agents for any claims arising out of the services performed under this Agreement by CONSULTANT.
 - (5) Claim Reporting: CONSULTANT shall not fail to comply with the claim reporting provisions or cause any breach of a policy condition or warranty of the insurance policies required by this Agreement that would affect the coverage afforded under the policies to the DISTRICT.
 - (6) Deductible/Retention: If the insurance policies provided by CONSULTANT contain deductibles or self-insured retentions, any such deductible or self-insured retention shall not be applicable with respect to the coverage provided to DISTRICT under such policies. CONSULTANT shall be solely responsible for any such deductible or self-insured retention and the DISTRICT, in its sole discretion, may require CONSULTANT to secure the payment of any such deductible or self-insured retention by a surety bond or an irrevocable and unconditional letter of credit.
 - (7) Sub-Contractors: CONSULTANT shall include all sub-contractors as additional insureds under the insurance policies required by this Agreement to the same extent as the DISTRICT or shall furnish separate certificates of insurance and policy endorsements for each sub-contractor verifying that the insurance for each sub-contractor complies with the same insurance requirements applicable to CONSULTANT under this Agreement.
- (c) Insurance Company Requirements: CONSULTANT shall provide insurance coverage through insurers that have at least an "A" Financial Strength Rating and a "VII" Financial Size Category in accordance with the current ratings by the A. M. Best Company, Inc. as published in *Best's Key Rating Guide* or on said company's web site. In addition, any and all insurers must be admitted and authorized to conduct business in the State of California and be a participant in the California Insurance Guaranty Association, as evidenced by a listing in the appropriate publication of the California Department of Insurance.
- (d) Policy Requirements: The insurance required under this Agreement shall meet or exceed the minimum requirements as set forth below:
- (1) Workers' Compensation: CONSULTANT shall maintain Workers' Compensation insurance as required by law in the State of California to

cover CONSULTANT's obligations as imposed by federal and state law having jurisdiction over CONSULTANT's employees and Employers' Liability insurance, including disease coverage, of not less than \$1,000,000.

- (2) General Liability: CONSULTANT shall maintain Comprehensive General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. The policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, products, completed operations and blanket contractual to cover, but not be limited to, the liability assumed under the indemnification provisions of this Agreement. In the event the Comprehensive General Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by DISTRICT.
- (3) Automobile Liability: CONSULTANT shall maintain Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence for any owned, hired, or non-owned vehicles.
- (4) Professional Liability: CONSULTANT shall maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the CONSULTANT or any person employed by him, with a limit of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. In the event the insurance policy is written on a "Claims made" basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by DISTRICT.
- (5) Property Coverage – Valuable Papers: Property coverage on an all-risk, replacement cost form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, plans or other similar data, whether in hard copy or electronic form, relating to the services provided by CONSULTANT under this Agreement.

6.4 CHANGES: If the DISTRICT requests a change in the Scope of Work, an equitable adjustment shall be made, and this Agreement shall be modified in writing accordingly. CONSULTANT must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date of receipt from CONSULTANT of the notification of change unless the DISTRICT grants a further period of time before the date of final payment under this Agreement.

6.5 NOTICES: All notices to either Party by the other shall be made in writing and delivered or mailed to such Party at their respective addresses as follows, or to other such address as either Party may designate and said notices shall be deemed to have been made when delivered or, if mailed, five (5) days after mailing.

To DISTRICT: Phelan Pinon Hills Community Services District
4176 Warbler Road
Phelan, CA 92371
Attn: Don Bartz, PPHCSD General Manager

To CONSULTANT: WALLACE GROUP
612 Clarion Court
San Luis Obispo, CA 93401
Attn: Bradford R. Brechwald, WALLACE GROUP

Principal

6.6 CONSULTANT'S ASSIGNED PERSONNEL: CONSULTANT designates _____ to have immediate responsibility for the performance of the work for the Project and for all matters relating to performance under this Agreement. Substitution of any assigned personnel shall require the prior written approval of the DISTRICT. If the DISTRICT determines that a proposed substitution is not acceptable, then, at the request of the DISTRICT, CONSULTANT shall substitute with a person acceptable to the DISTRICT.

6.7 TERMINATION:

- (a) The DISTRICT may terminate this Agreement or abandon any portion of the Project, with or without cause, upon written notice thereof to CONSULTANT. CONSULTANT may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days written notice only in the event of substantial failure by the DISTRICT to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT.
- (b) In the event of termination of this Agreement, or abandonment of any portion of the Project by the DISTRICT, the DISTRICT shall be immediately given title to all original drawings and other documents developed for the Project, and the sole right and remedy of CONSULTANT shall be to receive payment for all amounts due and not previously paid to CONSULTANT for services completed or in progress in accordance with the Agreement prior to such date of termination. If termination occurs prior to completion of any task for which payment has not been made, the fee for services performed during such task shall be based on an amount mutually agreed to by the DISTRICT and CONSULTANT. Such payments available to the CONSULTANT under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of this Agreement.

6.8 ATTORNEYS' FEES: In the event that either the DISTRICT or CONSULTANT brings an action or proceeding for damages for an alleged breach of any provision of this Agreement, to interpret this Agreement or determine the rights of and duties of either Party in relation thereto, the prevailing Party shall be entitled to recover as part of such action or proceeding all litigation, arbitration, mediation and collection expenses, including witness fees, court costs, and reasonable attorneys' fees. Such fees shall be determined by the Court in such litigation or in a separate action brought for that purpose. Mediation will be attempted if both Parties mutually agree before, during, or after any such action or proceeding has begun.

6.9 INDEMNITY:

- (a) CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, to the extent that any or all such claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and/or any of CONSULTANT's subconsultants, including their respective directors, officers, employees, agents and assigns.
- (b) It is the intent of the Parties to this Agreement that the defense, indemnity and hold harmless obligation of CONSULTANT under this Agreement shall be as broad and inclusive as may be allowed under *California Civil Code* §§ 2778 through 2784.5, or other similar state or federal law.

6.10 SAFETY: CONSULTANT shall perform the work in full compliance with applicable State and Federal safety requirements including, but not limited to, Occupational Safety and Health Administration requirements.

- (a) CONSULTANT shall take all precautions necessary for the safety of, and prevention of damage to, property on or adjacent to the Project site, and for the safety of, and prevention of injury to, persons, including DISTRICT's employees, CONSULTANT's employees, and third persons. All work shall be performed entirely at CONSULTANT's risk. CONSULTANT shall comply with the insurance requirements set forth in Section 6.3 of this Agreement.
- (b) CONSULTANT shall also furnish the DISTRICT with a copy of any injury prevention program established for the CONSULTANT's employees pursuant to California Labor Code Section 6401.7, including any necessary documentation regarding implementation of the program. CONSULTANT hereby certifies that its employees have been trained in the program, and procedures are in place to train employees whenever new substances, processes, procedures, or equipment are introduced. CONSULTANT shall demonstrate compliance with California Labor Code Section 6401.7 by maintaining a copy of its Injury and Illness Prevention Plan at the Project site and making it available to the DISTRICT.

6.11 EXAMINATION OF RECORDS: All original drawings, specifications, reports, calculations, and other documents or electronic data developed by CONSULTANT for the Project shall be furnished to and become the property of the DISTRICT. CONSULTANT agrees that the DISTRICT will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all of the transactions relating to this Agreement.

6.12 OWNERSHIP OF SOFTWARE:

- (a) Subject to payment of all compensation due under this Agreement and all other terms and conditions herein, CONSULTANT hereby grants DISTRICT a

nonexclusive, transferable, royalty-free license to use the Software furnished to DISTRICT by CONSULTANT under this Agreement. The license granted herein shall authorize DISTRICT to:

- (1) Install the Software on computer systems owned, leased or otherwise controlled by DISTRICT;
 - (2) Utilize the Software for its internal data-processing purposes; and
 - (3) Copy the Software and distribute as desired to exercise the rights granted herein.
- (b) CONSULTANT retains its entire right, title and interest in the Software developed under this Agreement. DISTRICT acknowledges that CONSULTANT owns or holds a license to use and sublicense various pre-existing development tools, routines, subroutines and other programs, data and materials that CONSULTANT may include in the Software developed under this Agreement. This material shall be referred to hereafter as "Background Technology."
- (c) DISTRICT agrees that CONSULTANT shall retain any and all rights CONSULTANT may have in the Background Technology. CONSULTANT grants DISTRICT an unrestricted, nonexclusive, perpetual, fully paid-up worldwide license to use the Background Technology in the Software developed and delivered to DISTRICT under this Agreement, and all updates and revisions thereto. However, DISTRICT shall make no other commercial use of the Background Technology without CONSULTANT's written consent.

6.13 INTEGRATION AND AMENDMENT: This Agreement contains the entire understanding between the DISTRICT and CONSULTANT as to those matters contained herein. No other representations, covenants, undertakings or other prior or contemporaneous agreements, oral or written, respecting those matters, which are not specifically incorporated herein, may be deemed in any way to exist or to bind any of the Parties hereto. Each Party acknowledges that it has not executed this Agreement in reliance on any promise, representation or warranty not set forth herein. This Agreement may not be amended except by a writing signed by all Parties hereto.

6.14 ASSIGNMENT: Neither Party shall assign or transfer its interest in this Agreement without written consent of the other Party. All terms, conditions, and provisions of this Agreement shall inure to and shall bind each of the Parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.

6.15 GOVERNING LAW: This Agreement shall be construed as if it was jointly prepared by both Parties hereto, and any uncertainty or ambiguity contained herein shall not be interpreted against the Party drafting same. In the event of a conflict between the provisions of this Agreement and the Scope of Work, the provisions of this Agreement shall control. This Agreement shall be enforced and governed by 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 court situated in the County of San Bernardino, State of California, or in a federal court with jurisdiction in the County of San Bernardino, State of California.

6.16 HEADINGS: Article and Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

6.17 PARTIAL INVALIDITY: If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

6.18 EFFECT OF DISTRICT'S WAIVER: Any failure by the DISTRICT to enforce any provision of this Agreement, or any waiver thereof by the DISTRICT, shall not constitute a waiver of its right to enforce subsequent violations of the same or any other terms or conditions herein.

6.19 AUTHORITY: The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to sign this Agreement on behalf of and to so bind their respective legal entities.

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

CONSULTANT

DISTRICT

By: _____
Bradford R. Brechwald
Principal, WALLACE GROUP

By: _____
Rebecca Kujawa
President, Board of Directors
Phelan Pinon Hills Community Services
District

EXHIBIT A

June 08, 2023

Don Bartz
Phelan Piñon Hills Community Services District (District)
4176 Warbler Road
Phelan, California 92371

Subject: Phelan Community Park ARPA Improvements (Project)

Dear Mr. Bartz and District Staff:

Wallace Group appreciates the opportunity to provide you with our proposal for Plans, Specifications, and Estimate services for the above-referenced project. Based on our discussion, the following Scope of Services has been prepared for your consideration:

I. PROJECT UNDERSTANDING

Wallace Group understands that the District has been awarded the American Rescue Plan Act (ARPA) Grant for the Coronavirus Local Fiscal Recovery Fund (CLFRF) which is being administered through the County of San Bernardino. Wallace Group understands that the total ARPA grant amount is \$457,194 and the District is matching around \$500,000 to complete the project.

Wallace Group understands that the improvements are to take place in the existing community park and serve as the first build-out of the project. The team’s project manager, Matt Wilkins, has been involved with the project since 2019 and was deeply involved with the initial planning efforts. Furthermore, Matt helped with the ARPA grant and is knowledgeable of the grant requirements including the need to have the funds obligated by December 31, 2024, and fully expended by December 31, 2026.

The project will include a community garden area that will have various raised planter beds a community greenhouse, and a garden shed which are assumed to be furnished by the District. The project also will include an area to facilitate community gardening classes, fitness nodes and equipment, a tennis and pickleball court area, and circulation to each of these amenities, all of which will be provided within the bid set detailed and furnished by the project team. See figure 1 for project area.

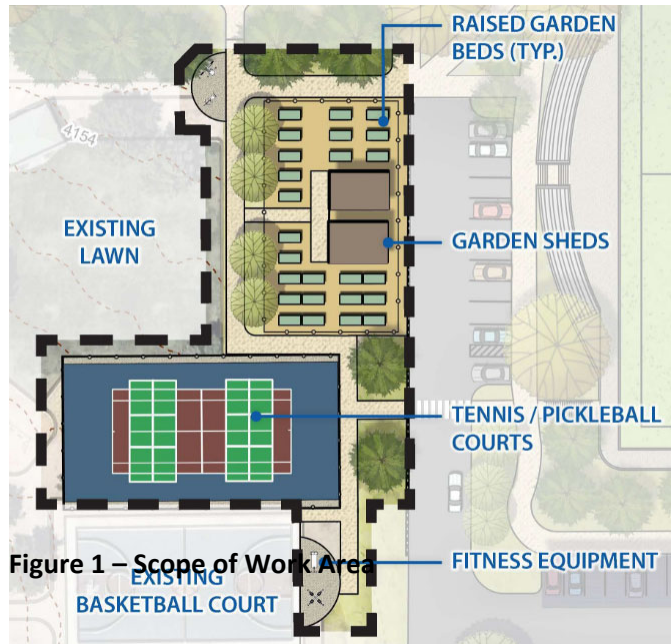


Figure 1 – Scope of Work Area



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294



II. SCOPE OF SERVICES

Phase A - Project Management, Analysis, & Schematic Refinement

Task 1: Project Management

Subtask 1.1 - Project Administration & Meetings

This task includes project management for the entire project including internal team coordination needs and coordination with District staff for the project. The team has scoped up to four (4) teleconference meetings for this project. This task also includes project setup, coordination, budget/schedule monitoring, status updates, and invoicing. Comments will be compiled and responded to within the desired format and scans of the comments will be emailed, if desired, to the District's PM.

Subtask 1.2 - Quality Assurance / Quality Control

Providing Quality Work is inherent in what we do here at Wallace Group. Quality work products allow public agency funds to be spent prudently, and provide the following benefits:

- Avoids unnecessary re-work;
- Addresses our client's objectives and goals clearly, reducing client and consultant time; required during project reviews;
- Allows good quality bids during the public bid process;
- Minimizes change orders during construction.

While our Quality Assurance/Quality Control (QA/QC) process is tailored to each project it typically involves independent senior staff reviews of major milestone deliverables. Having provided plan-checking services for our public agency clients over the years, we have developed an extensive checklist to guide us through a methodical, thorough review of project plans and specifications. Our team will provide QA/QC services throughout the project for the entire project PS&E set within our areas of expertise.

Task 1 Deliverables:

- On-going Project Administration, Management, & QA/QC
- Four (4) Team Teleconference Meetings

Task 2: Site Analysis & Visit

Subtask 2.1 - Site Analysis:

Wallace Group will conduct a site analysis to help refine the conceptual site plan into a schematic plan. We will study the available as-builts, the site survey (to be provided by the District), geotechnical report (to be provided by the District), existing site features, topography, soils, access, utilities, grant information, and code requirements. The team will develop a memorandum of the site analysis and send this to the District for review.

Task 2 Deliverables:

- Site Analysis Memo

Task 3: 30% Schematic Plans & Estimate

Subtask 3.1 - 30% Schematic Site Plan:

Once the site analysis and visit are complete, Wallace Group will collaborate with the District and the project team members to prepare one (1) Refined Schematic Site Plan. This plan will locate the project components in a color exhibit suitable for display at public meetings and assist with design confirmation prior to commencing the PS&E process.



Subtask 3.2 - 30% Schematic Engineer’s Opinion of Probable Construction Costs:

Wallace Group will prepare an itemized engineer’s opinion of probable construction cost for defined components of the work with appropriate contingency for this level of estimate. Relevant unit bid information will be acquired from available public bid sources and Caltrans published unit costs. Based on this information, an Engineer’s Opinion of Probable Construction Cost will be generated and submitted to the District for budgeting purposes.

Task 3 Deliverables:

- 30% Schematic Site Plan
- 30% Schematic Level Estimate of Probable Construction Costs

Phase B - Construction Documents - 60% (Design Development), 90%, 100%, & Final

For each of the four (4) Design Development (DD) and PS&E tasks, Wallace Group and the associated sub-consultants will provide the following improvement plans. We anticipate approximately 19 sheets including the following:

- Cover Sheet..... (1 Sheet)
- General Notes (1 Sheet)
- Demolition Plan (1 Sheet)
- Grading and Drainage Plans..... (2 Sheets)
- Erosion Control Plan and Details (2 Sheets)
- Construction Plans, Notes, and Details (4 Sheets)
- Planting Plan, Notes, and Details (2 Sheets)
- Irrigation Plan, Notes, and Details..... (4 Sheets)
- Electrical Plan, Notes, and Details (2 Sheets)

The team will also prepare the following reports for review with the District:

- Hydrology Report
- Water Quality Management Plan

Below is a description of each of the anticipated plans and reports in more detail:

Cover Sheet - 60% (Design Development), 90%, 100% & final:

Wallace Group will provide the Cover Sheet which will include general project information, vicinity map, phase map, sheet index, and design team contact information.

General Notes - 60% (Design Development), 90%, 100% & final:

Wallace Group will provide the General Notes Sheet which will include notes related to general site construction, site grading, utilities, and erosion/dust control. As appropriate, the general notes sheet will also include the County of San Bernardino standard notes. Building codes applicable to the civil-related elements of the project will be identified on this sheet.

Demolition Plan - 60% (Design Development), 90%, 100% & final:

The team will produce a draft demolition plan at 40’ scale with notes, details, and callouts to help describe the demolition of the site. This plan will also include a description of existing features that shall be retained and protected in place.

Grading and Drainage Plans - 60% (Design Development), 90%, 100% & final:

The team’s civil engineer, TRLS Engineering, will provide the Grading and Drainage Plans and will utilize current topographic survey data to create a finish-grade surface. Plans will show the elevation and slopes of sidewalks, tennis/pickleball pad elevations, fitness areas, the



community garden area, and landscape areas. We assume the grading strategy demonstrated in the DD grading plan is acceptable and will not substantially change during the subsequent construction document phases. The proposed storm drainage system will be shown including inlets, storm drainpipes, and other applicable drainage features if necessary. Grades for an accessible path will be provided to the building and the accessible amenities.

Erosion Control Plans - 60% (Design Development), 90%, 100% & final):

The team's civil engineer, TRLS Engineering, will provide the Erosion Control Plans which will include the location and implementation of best management practices (BMPs) to reduce the spread of sediment from the project site during construction. Details will be provided for the selected site BMPs. Construction Details will include the County of San Bernardino standard improvement drawings for driveways, curbs, ramps, sidewalks, site utilities, and other site improvements as appropriate.

Construction Plans - 60% (Design Development), 90%, 100% & final):

Wallace Group will provide Construction Plans which will show the location of surface improvements such as DG, concrete, sidewalk, ramps, park amenities, etc. Reference to survey coordinates and/or monuments will be included. Vehicular and pedestrian access will be shown on the site plan. Wallace Group will show the ADA path of travel based on coordination with the District.

Planting Plans - 60% (Design Development), 90%, 100% & final):

Wallace Group will provide Planting Plans which will include planting layouts, notes, and details for all planting areas within the site per County standards.

Irrigation Plans - 60% (Design Development), 90%, 100% & final):

Wallace Group will provide Irrigation Plans which will include irrigation equipment types, layout, and water demand calculations as required for landscape water efficiency ordinances and County review. The irrigation plans assume that a point of connection is available for use.

Electrical Plans - 60% (Design Development), 90%, 100% & final):

The team's electrical engineer, EDI Engineering, will provide Electrical Design Plans which will include complete detailed design drawings for the installation of new lighting at the community garden and tennis/pickleball courts along with electric power provisions for the community garden area. The design includes Title 24 documentation for lighting and electrical distribution systems. Any telecom systems will be presented in the documents as design-build. EDI will coordinate with the associated telecom vendor for power and conduit raceway requirements. EDI assumes that power to the new lights will be derived from a panelboard inside the existing restroom building and that existing panels will be upgraded, as required, to accommodate the new loads. The team also assumes that there will be no solar photovoltaic system on the project.

Hydrology Report - 90%, 100% & final):

The team's civil engineer, TRLS Engineering, will work with their independent sub-consultant, Red Brick Solution, to provide a hydrology report. This report will indicate the floodplain that is impacting the site, identify the existing conditions of off-site tributary drainage areas and calculate the total peak flow rates and run-on/run-off volumes impacting the project site, will identify existing conditions of on-site drainage areas and provide calculations for peak flow rates and runoff volumes for these areas, identify the on-site hydrological conditions & site drainage, the required stormwater mitigations, sizing of any on-site storm drain infrastructure, and summarize the report with findings and conclusions.

Water Quality Management Plan - 90%, 100% & final):

The team's civil engineer, TRLS Engineering, will work with their sub-consultant, Red Brick Solution, to provide a Water Quality Management Plan (WQMP). The WQMP report will follow



the County's template and requirements and will include information such as the project and site and watershed descriptions, best management practices, inspection and maintenance responsibility post-construction BMPs, the site and drainage plans, and the required forms.

Task 4: 60% Design Development (DD)

Subtask 4.1 - 60% DD Plans:

The Design Team will prepare 60% Plans (Design Development level plans) for the District's review. The plans will follow the above description of the above sheets; however, notes and details will represent a preliminary DD level of effort. See deliverables below for sheets included in this submittal.

Subtask 4.2 - 60% DD Specs:

Wallace Group will prepare a TOC for the anticipated specifications for the work using CSI MasterSpec format.

Subtask 4.3 - 60% DD Engineer's Opinion of Probable Construction Costs:

Wallace Group will prepare an itemized 60% engineer's opinion of probable construction cost for defined components of the work with appropriate contingency for this level of estimate. Relevant unit bid information will be acquired from available public bid sources and Caltrans published unit costs. Based on this information, an Engineer's Opinion of Probable Construction Cost will be generated and submitted to the District for budgeting purposes.

Task 4 Deliverables:

- 60% Cover Sheet
- 60% General Notes
- 60% Demolition Plan
- 60% Grading and Drainage Plans
- 60% Erosion Control Plan and Details
- 60% Construction Plans, Notes, and Details
- 60% Planting Plan, Notes, and Details
- 60% Irrigation Plan, Notes, and Details (Hydrozones Layout, POC and Mainline & Equipment)
- 60% Electrical Plan, Notes, and Details

Task 5: 90% PS&E

Following the 60% review, the Design Team will address the comments and prepare 90% Plans, Specifications, and a Construction Cost Estimate for the District's review. The following subtasks are included with 90% PS&E.

Subtask 5.1 - 90% Plans:

The Design Team will prepare 90% Plans (Design Development level plans) for the District's review. The plans will follow the above description of the above sheets.

Subtask 5.2 - 90% Specs:

Wallace Group will prepare 90% technical specifications for the work using CSI MasterSpec format to be incorporated as Technical Provisions with the District's standard front-end documents.

Subtask 5.3 - 90% Engineer's Opinion of Probable Construction Costs:

Wallace Group will update the itemized 60% engineer's opinion of probable construction costs to a 90% level for defined components of the work with appropriate contingency for this level of estimate. Relevant unit bid information will be acquired from available public bid sources and Caltrans published unit costs. Based on this information, an Engineer's Opinion of Probable Construction Cost will be generated and submitted to the District for budgeting purposes.



Task 5 Deliverables:

- 90% Cover Sheet
- 90% General Notes
- 90% Demolition Plan
- 90% Grading and Drainage Plans
- 90% Erosion Control Plan and Details
- 90% Construction Plans, Notes, and Details
- 90% Planting Plan, Notes, and Details
- 90% Irrigation Plan, Notes, and Details
- 90% Electrical Plan, Notes, and Details
- 90% Hydrology Report
- 90% WQMP Report

Task 6: 100% PS&E

Following the 90% review, the Design Team will address the comments and prepare 100% Plans, Specifications, and a Construction Cost Estimate for the District's review. The following subtasks are included with 100% PS&E.

Subtask 6.1 - 100% Plans:

The Design Team will prepare 100% Plans (Design Development level plans) for the District's review. The plans will follow the above description of the above sheets.

Subtask 6.2 - 100% Specs:

Wallace Group will prepare 100% technical specifications for the work using CSI MasterSpec format to be incorporated as Technical Provisions with the District's standard front-end documents.

Subtask 6.3 - 100% Engineer's Opinion of Probable Construction Costs:

Wallace Group will update the itemized 90% engineer's opinion of probable construction costs to a 100% level for defined components of the work with appropriate contingency for this level of estimate. Relevant unit bid information will be acquired from available public bid sources and Caltrans published unit costs. Based on this information, an Engineer's Opinion of Probable Construction Cost will be generated and submitted to the District for budgeting purposes.

Task 6 Deliverables:

- 100% Cover Sheet
- 100% General Notes
- 100% Demolition Plan
- 100% Grading and Drainage Plans
- 100% Erosion Control Plan and Details
- 100% Construction Plans, Notes, and Details
- 100% Planting Plan, Notes, and Details
- 100% Irrigation Plan, Notes, and Details
- 100% Electrical Plan, Notes, and Details
- 100% Hydrology Report
- 100% WQMP Report

Task 7: Final (Bid-Ready) PS&E

Following the 100% review, the Design Team will address the comments and prepare Final Bid Ready Plans, Specifications, and a Construction Cost Estimate for the District's review. Wallace Group will submit a Final Bid Ready PS&E package to District for signatures. The following subtasks are included with Final Bid Ready PS&E.



The schedule provides a buffer in the bidding schedule so that if the project needs to be re-advertised, the District doesn't risk getting too close to the grant obligation deadline. Furthermore, the construction completion date is buffered from the grant expended deadline by more than a year.

IV. ADDITIONAL SERVICES

The following items are not included in the project; however, Wallace Group can provide the following services, directly or through sub-consultants, upon request:

Pre-Construction Tasks:

- Contract Administration - establish record keeping, documentation, and contract administration per specifications via Procore
- Submittal Processing - establish a priority and schedule for submittal due dates and approval deadlines
- Construction Schedule -Wallace Group will partner with the District, Contractor, and stakeholders to review the proposed schedule for construction
- Existing Site Conditions Survey
- Local Conditions and Requirements
 - Review Traffic Control Plan
 - Laydown, equipment, and materials storage
- Communications Plan
 - On site signage and traffic signs
 - Communication plan with businesses and residents
- Grant Administration and Reporting - establish additional requirements and reporting that may be required in the grant

Construction Administration Tasks:

- Review and respond to RFIs
- Review and respond to material submittals
- Attend pre-construction meeting and weekly status meetings
- Perform site visits to review general plan compliance
- Make Plan revisions or prepare exhibits to address scope of field required changes
- Prepare Record Drawings based upon Contractor provided field redlines

CM Construction Tasks:

- Public Outreach / Communication
- Review Project Schedule updates from the Contractor
- RFI processing and log
- Contract Administration / Payment Applications
- Submittal Review / Approval
- SWPPP inspections and monitoring (if needed)
- Construction Observation and Inspections
- Quality Assurance and Materials Testing
- Environmental and Biological Monitoring services
- Grant Administration and Reporting (if grant funding secured)

Post-Construction Tasks:

- Verify Record Drawings
- Develop and administer Punchlist
- Final construction report
- Prepare close-out files and deliver to the District following completion and acceptance of the project



- Ensure all contract requirements and payments are complete
- Assist with grant close-out and final documentation, as needed

V. TO BE PROVIDED BY THE CLIENT

- Front End Contract Specifications (only Division 1 through 32)
- Digital base files including CAD of the existing site conceptual layout
- Topographic survey information in CAD
- Geotechnical soils report

VI. ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following services may also benefit your project. Wallace Group can provide these services, directly or through sub-consultants, however, they are not included in the current Scope of Services or estimate of fees:

- Construction bidding and administration support
- Front End Contract Specifications (only Division 1 through 32)
- Undergrounding of existing overhead utilities (if desired)
- Any site walls above 3 ft. in height
- Offsite Improvement Plans
- ADA Path of Travel outside the limits of the area of work
- Stormwater Pollution Prevention Plan
- Storm drain mainlines design
- Detention/Retention basins design
- Topographic survey (already prepared)
- Any other services not included in Scope of Work

VII. PROJECT FEES

Wallace Group will perform the services in the Scope of Services for a fixed fee per the amount below in accordance with the attached Standard Billing Rates (Exhibit A). The project will be billed under a percent complete amount based on the progress of the work completed to date on a monthly basis. Reimbursables are included in the fixed fee amount stated below.

At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract.

Phase A - Project Management, Analysis, & Schematic Refinement)	
Task 1: Project Management	\$6,480
Task 2: Site Analysis & Visit.....	\$3,601
Task 3: Schematic Plan & Estimate.....	\$7,422
Phase B - Construction Documents - 60% (DD), 90%, 100%, & Final	
Task 4 - 60% Design Development.....	\$21,465
Task 5 - 90% PS&E	\$32,809
Task 6 - 100% PS&E.....	\$19,509
Task 7 - Final Bid Ready PS&E	\$9,251
Project Reimbursables.....	\$575
Structural Support Allowance**	\$2,875
Grand Total*	\$103,987



**Wallace Group is happy to provide a breakdown of these fees in a spreadsheet if desired and remains flexible to negotiate the fees/scope as needed.*

***Wallace Group has included an allowance for structural engineering support services to assist with reviewing the design of the light footings, fence footings, site walls, and foundations for the shed and greenhouse structures (to be provided by District).*

VIII. TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, the attached Standard Terms and Conditions (Exhibit B) are considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return to our office, which will serve as our notice-to-proceed.

We want to thank you for this opportunity to present our proposal for professional services. If you would like to discuss this proposal in greater detail, please feel free to contact me or Matt Wilkins.

Sincerely,

WALLACE GROUP, a California Corporation

Bradford R. Brechwald, PE C41819, PLS 6146
President, CEO, Principal
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Attachments
kcc: PP23-7864, 2022, std
Exhibit A
Exhibit B

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.

Exhibit A
Standard Billing Rates



Engineering, Design & Support Services:

Assistant Designer/Technician	\$110
Designer/Technician I - IV	\$115/\$125/\$135/\$145
Senior Designer/Technician I - III	\$158/\$165/\$172
GIS Technical Specialist	\$150
Senior GIS Technical Specialist	\$160
Associate Engineer I - III	\$130/\$140/\$150
Engineer I - IV	\$160/\$165/\$170/\$175
Senior Engineer I - III	\$185/\$190/\$195
Director	\$200
Principal Engineer/Consulting Engineer	\$240
Principal	\$260

Planning Services:

Associate Planner I - II	\$105/\$115
Planner I - IV	\$135/\$145/\$155/\$165
Senior Planner I - III	\$170/\$175/\$180
Director	\$190
Principal Planner	\$200
Principal	\$260

Landscape Architecture Services:

Associate Landscape Designer I - II	\$100/\$110
Designer I - IV	\$115/\$120/\$125/\$130
Landscape Architect I - IV	\$135/\$140/\$145/\$150
Senior Landscape Architect I - III	\$155/\$160/\$165
Director	\$180
Principal Landscape Architect	\$200
Principal	\$260

Public Works Administration Services:

Project Analyst I - IV	\$115/\$125/\$135/\$145
Senior Project Analyst I - III	\$150/\$155/\$160
Senior Environmental Compliance Specialist I - III	\$165/\$170/\$175

Support Services:

Office Assistant	\$100
Project Assistant I - III	\$110/\$115/\$125

Right to Revisions:

Wallace Group reserves the right to revise our standard billing rates on an annual basis, personnel classifications may be added as necessary.

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$400 an hour. If required to meet schedule requests, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- delivery/copy services
- sub-consultant services
- mileage (per IRS rates)
- agency fees
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

Exhibit B
Standard Terms and Conditions
Wallace Group Proposal No. PP23-7864
Contract Agreement Date: June 8, 2023

CLIENT: **PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT**
4176 Warbler Road, Phelan, California 92371

CONSULTANT: **WALLACE GROUP, A CALIFORNIA CORPORATION**
612 Clarion Court, San Luis Obispo, California 93401

CLIENT and CONSULTANT agree that these Standard Terms and Conditions, comprised of pages 1 through 6, and the associated written Scope of Services and budget constitute the entire Agreement between the CLIENT and the CONSULTANT. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the CLIENT and the CONSULTANT.

ARTICLE 1. GENERAL PROVISIONS

1.1 Preamble

This Agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the CLIENT and the CONSULTANT, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and each will cooperate in the common endeavor of the contract.

1.2 Governing Law and Jurisdiction

The CLIENT and the CONSULTANT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of California. It is further agreed that any legal action between the CLIENT and the CONSULTANT arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in San Luis Obispo, California.

1.3 Precedence of Conditions

Should any conflict exist between the terms herein and the form of any purchase order or confirmation issued, the Terms and Conditions herein shall prevail in the absence of CONSULTANT'S express written consent of others conditions.

1.4 Standard of Care

In providing services under this Agreement, the CONSULTANT will endeavor to perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

1.5 Corporate Protection

It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the Project shall not subject the CONSULTANT'S individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a California corporation, and not against any of the CONSULTANT'S individual employees, officers or directors.

1.6 Confidentiality

The CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than the CONSULTANT'S employees, Subconsultants and the general Contractor and Subcontractors, if appropriate, any data or information not previously known to and generated by the CONSULTANT or furnished to the CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the CONSULTANT to defend itself from any legal action or claim.

1.7 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and CONSULTANT agree to require a similar provision in all contracts with Contractors, Subcontractors, Subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

1.8 Timeliness of Performance

The CLIENT and CONSULTANT are aware that many factors outside the CONSULTANT'S control may affect the CONSULTANT'S ability to complete the services to be provided under this Agreement. The CONSULTANT will perform these services with reasonable diligence and expediency consistent with sound professional practices.

1.9 Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.10 Survival

Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.11 Statutes of Repose and Limitation

All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the CONSULTANT'S services are completed or terminated.

1.12 Defects in Service

The CLIENT shall promptly report to the CONSULTANT any defects or suspected defects in the CONSULTANT'S services of which the CLIENT becomes aware, so that the CONSULTANT may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all Contractors in its CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT'S Contractors or Subcontractors to notify the CONSULTANT shall relieve the CONSULTANT of the costs or remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

1.13 Jobsite Safety

Neither the professional activities of the CONSULTANT, nor the presence of the CONSULTANT or its employees or Subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, constructions means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with contract documents and any health or safety precautions required by any regulatory agencies. The CONSULTANT and its personnel have no authority to exercise any control over any construction Contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT'S contract with the General Contractor. The CLIENT also agrees that the CLIENT, the CONSULTANT and the CONSULTANT'S Subconsultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.

1.14 Assignment: Subcontracting

Neither CLIENT nor CONSULTANT shall assign its interest in this agreement without the written consent of the other. CONSULTANT may not subcontract any portion of the work to be performed hereunder without such consent.

1.15 Force Majeure

Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT'S reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

1.16 Disputes

(a) Notwithstanding any other provision of this Agreement and except for the provisions of (b) and (c), if a dispute arises regarding CONSULTANT'S fees pursuant to this contract, and if the fee dispute cannot be settled by discussions between CLIENT and CONSULTANT, both the CLIENT and CONSULTANT agree to attempt to settle the fee dispute by mediation through the American Arbitration Association (or other mediation service) before recourse to arbitration. If mediation does not resolve the fee dispute, such dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

(b) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to perfect or enforce applicable mechanics lien remedies.

1.17 Attorneys' Fees

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

1.18 Services by CLIENT

CLIENT shall pay all other charges not specifically covered by the terms of this agreement, unless specifically included in the Scope of Services. The CLIENT shall furnish, at the CLIENT'S expense, all information required by this Agreement. The CONSULTANT may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

1.19 Retention

If any portion of CONSULTANT'S fee is held in retention, such amount shall be released within thirty days after invoicing for completion of corresponding services. Interest shall be paid at the rate of 1.5% per month on any retention amounts not paid within this thirty-day period.

ARTICLE 2. DEFINITIONS

2.1 Burdened Labor Costs

Burdened labor costs shown on the Standard Billing Rates include payroll taxes, worker's compensation insurance, and other overhead costs applicable to the typical standard of care.

2.2 Direct Expenses

Expenditures made by the CONSULTANT, its employees or its Subconsultants in the interest of the Project. Applicable reimbursable direct expenses are defined on the Standard Billing Rates.

ARTICLE 3. COMPENSATION

3.1 Payment Due

Invoices shall be submitted by the CONSULTANT monthly, are due upon presentation and shall be considered past due if not paid in full within thirty (30) days of the invoice date.

3.2 Interest

If payment in full is not received by the CONSULTANT within thirty (30) calendar days of the invoice date, the invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

3.3 Collection Costs

If the CLIENT fails to make payments when due and the CONSULTANT incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to the CONSULTANT. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable CONSULTANT staff costs at Standard Billing Rates for the CONSULTANT'S time spent in efforts to collect. This obligation of the CLIENT to pay the CONSULTANT'S collection costs shall survive the term of this Agreement or any earlier termination by either party.

3.4 Termination or Suspension of Services

This agreement may be terminated or suspended by either party effective seven (7) days from the date of written notice, or if the CLIENT suspends the work for three (3) months. Upon receipt of a notice of termination or suspension, CONSULTANT will stop or suspend its work and provide same direction for the work of all its Subcontractors and suppliers. Failure of CLIENT to make payments when due shall be cause for suspension of services or ultimately, termination, unless and until CONSULTANT has been paid in full all amounts due for services, expenses and other approved related charges. CONSULTANT shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension or termination caused by any breach of this Agreement by the CLIENT. Upon payment-in-full by the CLIENT, CONSULTANT shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the CONSULTANT to resume performance.

3.5 Retention Discounts

Payment of invoices shall not be subject to any discounts or retention by the CLIENT, unless agreed to in writing by the CONSULTANT. Payment to the CONSULTANT for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

3.6 Satisfaction with Services

Payment of any invoice by the CLIENT to the CONSULTANT shall be taken to mean that the CLIENT is satisfied with the CONSULTANT'S services to the date of payment and is not aware of any deficiencies in those services.

3.7 Disputed Invoices

If the CLIENT objects to any portion of any invoice, the CLIENT shall so notify the CONSULTANT in writing within ten (10) days of receipt of the invoice. The CLIENT shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within thirty (30) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within forty-five (45) calendar days in

accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in the CONSULTANT'S favor and shall be calculated on the unpaid balance from the invoice date.

3.8 Payments to the CONSULTANT

Payments to the CONSULTANT shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the CLIENT of offsetting reimbursement or credit from other parties who may have caused additional services or expenses. No withholdings, deductions or offsets shall be made from the CONSULTANT'S compensation for any reason unless the CONSULTANT has been found to be legally liable for such amounts.

3.9 Advance Payment: Withholding Work Product

CONSULTANT reserves the right to require payment in advance for work estimated to be done during a given billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and work products herein contemplated pending payment of CLIENT'S outstanding indebtedness or advance payment as required by CONSULTANT. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the Scope of Services. CONSULTANT is not obligated to provide services in excess of the authorized budget.

ARTICLE 4. SERVICES, ADDITIONAL SERVICES, AND AMENDMENTS

4.1 Definitions

Services and work products not expressly included with those specified in this agreement, as determined by CONSULTANT, are not covered by this agreement. Such services and work products will be provided only upon compliance with the procedures set forth in Article 4.5 of this Agreement.

4.2 Services During Construction

Any construction inspection or testing provided by CONSULTANT is for the purpose of determining the Contractor's compliance with the functional provisions of the project specifications only. CONSULTANT in no way guarantees or insures Contractor's work nor assumes responsibility for methods or appliances used by the Contractor for job site safety or for Contractor's compliance with laws and regulations. CLIENT agrees that in accordance with generally accepted construction practices the construction Contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours.

4.3 Soil Testing

CONSULTANT makes no representations concerning soil conditions, and is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing. It is the CLIENT'S responsibility to obtain a soils report upon which report CONSULTANT can rely.

4.4 Opinion of Probable Construction Costs

In providing opinions of probable construction cost, the CLIENT understands that the CONSULTANT has no control over cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the CONSULTANT'S opinions of probable construction costs are made on the basis of the CONSULTANT'S professional judgment and experience. CONSULTANT makes no warranty, express or implied, that bids or negotiated cost of the Work will not vary from the CONSULTANT'S opinion of probable construction cost.

4.5 Additional Services

Additional services or work products requiring an adjustment of CONSULTANT'S original estimated budget or fixed fee will be provided at CLIENT'S request upon execution of a written amendment to this agreement expressly referring to the same and signed by both parties.

ARTICLE 5. TERMINATION OF AGREEMENT

5.1 Due to Default

This agreement may be terminated by either party upon seven (7) days written notice should the other party fail to substantially perform in accordance with this agreement through no fault of the party initiating the termination.

5.2 Without Cause

This agreement may be terminated by CLIENT upon at least fourteen (14) days written notice to CONSULTANT in the event that the project is abandoned.

5.3 Termination Adjustment: Payment

If this agreement is terminated through no fault of the CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred to the termination notice date, including reimbursable expenses due, plus an additional amount not to exceed ten percent (10%) of charges incurred to the termination notice date to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by CONSULTANT including but limited to cancellation fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.

ARTICLE 6. LIMITATION OF LIABILITY: WAIVER: WARRANTY

6.1 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the CONSULTANT to the CLIENT shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6.2 Contractor and Subcontractor Claims

The CLIENT further agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT and the CONSULTANT'S officers, directors, partners, employees and Subconsultants to all construction Contractors and Subcontractors on the Project for any and all claims, losses, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the CONSULTANT and the CONSULTANT'S Subconsultants to all those named shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6.3 Warranty

CONSULTANT makes no warranty, either express or implied, as to CONSULTANT'S findings, recommendations, specifications, or professional advice, except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the Scope of Services, compensation, schedule, allocation of risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the CLIENT of the changed conditions necessitating renegotiation, and the CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiations of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination Provision hereof.

If the Scope of Services pursuant to this agreement does not include on-site construction review, construction management, or other construction supervision for this project, or if subsequent to this agreement CLIENT retains other persons or entities to provide such services, CLIENT acknowledges that such services will be performed by others and CLIENT will defend, indemnify and hold CONSULTANT harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of CONSULTANT; and from any and all claims arising from or resulting from clarifications, adjustments, modifications, discrepancies or other changes necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of CONSULTANT.

6.4 Interpretation

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary responsibility, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the CONSULTANT'S sole or gross negligence or the CONSULTANT'S willful misconduct. The parties also agree that the CLIENT will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suites against other parties who may join the CONSULTANT as a third-party defendant. "Parties" means the CLIENT and the CONSULTANT, and their officers, directors, partners, employees, Subcontractors and Subconsultants.

6.5 Delays

The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT'S control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the CLIENT of the CLIENT'S Contractors or CONSULTANT'S; or discovery of any hazardous substances or differing site conditions.

ARTICLE 7. HAZARDOUS WASTE MATERIALS

7.1 Liability

CONSULTANT hereby states and CLIENT hereby acknowledges that CONSULTANT has no professional liability insurance for claims arising out of the performance of or failure to perform professional services, including, but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing substances including, but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as

would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Accordingly, the CLIENT hereby agrees to bring no claim for negligence, breach of contract indemnity or otherwise against the CONSULTANT, its principals, employees, and agents if such claim, in any way, would involve the CONSULTANT'S services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. CLIENT further agrees to defend, indemnify and hold harmless CONSULTANT, its officers, directors, principals, employees and agents from any asbestos and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the CONSULTANT pursuant to this agreement except claims caused by the sole negligence or willful misconduct of the CONSULTANT.

ARTICLE 8. OWNERSHIP AND REUSE OF DOCUMENTS

8.1 CONSULTANT Ownership

All original papers, documents, drawings, electronic media and other work product of CONSULTANT, and copies thereof, produced by CONSULTANT pursuant to this agreement shall remain the property of CONSULTANT and may be used by CONSULTANT without the consent of CLIENT. Upon request and payment of the costs involved, CLIENT is entitled to a copy of all papers, documents and drawings provided CLIENT'S account is paid current.

8.2 Document Reuse

In the event the CLIENT, the CLIENT'S Contractors or Subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans specifications or other construction documents prepared by the CONSULTANT without obtaining the CONSULTANT'S prior written consent, the CLIENT shall assume full responsibility for the results of such changes. Therefore the CLIENT agrees to waive any claim against the CONSULTANT and to release the CONSULTANT from any liability arising directly or indirectly from such changes. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any Subcontractors of any tier from making any changes or modifications to the CONSULTANT'S construction documents without the prior written approval of the CONSULTANT and further requires the Contractor to indemnify both the CONSULTANT and the CLIENT from any liability or cost arising from such changes made without proper authorization.

8.3 Electronic Media Alteration and Reuse

Because CADD information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, CONSULTANT reserves the right to remove all indicia of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by CONSULTANT in CADD form only for information and use by CLIENT for the specific purpose for which CONSULTANT was engaged. Said materials shall not be used by CLIENT, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended by CONSULTANT without CONSULTANT'S express written permission. Unauthorized modification or reuse of the materials shall be at CLIENT'S sole risk, and CLIENT agrees to defend, indemnify, and hold CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized modification or use of these materials.

Agenda Item 6f

Discussion & Possible Approval to Enter into a Professional Services Agreement with Wallace Group, Inc. for Professional Landscape Architectural Services for Design Development & Management for the Phelan Park Expansion Project

MEMORANDUM

DATE: June 14, 2023

TO: Board of Directors

FROM: Don Bartz, General Manager
By: George Cardenas, Engineering Manager

SUBJECT: Discussion & Possible Approval to Enter into a Professional Services Agreement with Wallace Group, Inc. for Professional Landscape Architectural Services for Design Development & Management for the Phelan Park Expansion Project

STAFF RECOMMENDATION

Staff recommends for the Board to approve the professional services agreement (“PSA”) with Wallace Group, Inc. for professional landscape architectural service for design development and management for the Phelan Park Expansion Project.

BACKGROUND

In late May 2023, CEQA MND study was completed. The study was then submitted to San Bernardino County Land Use Services Department, who will be the lead for the 14-acre Project. Preliminary 35% design for the Phelan Community Park Project (Project) was completed. This was required for the adjacent Civic Center Project permitting approval. Strategically, the plan is to complete a final 35% design necessary for San Bernardino County Conditional Use Permit (CUP) with approval to move forward with a 50% design development prior to a 65% design development for cost estimate and grant funding opportunities. This design work will be necessary to be project ready should the District be awarded the Land and Water Conservation Fund grant submitted at the end of May.

Wallace Group’s project manager, Matt Wilkins, has been involved with the project since 2019 and was deeply involved with the initial planning efforts. Furthermore, Mr. Wilkins assisted with several grant applications related to the park, including the Land and Water Conservation Fund grant. Services will include design development for grading, landscape plans, utility and irrigation design, amenity design, and project management. It is anticipated, the scope of work, shall be completed by the end of 2023.

FISCAL IMPACT:

\$435,811

ATTACHMENTS:

Wallace Group Proposal
Scope of Work schedule
Proposed Park Layout

June 8, 2023

Don Bartz
Phelan Piñon Hills Community Services District
4176 Warbler Road
Phelan, California 92371

Subject: Phelan Community Park Design Development & Management

Dear Mr. Bartz:

Wallace Group appreciates the opportunity to provide you with our proposal for our professional services for the above referenced project. Based on our discussion, the following Scope of Services has been prepared for your consideration:

I. PROJECT UNDERSTANDING

The size of the Phelan Community Park Design Development & Management project (Project) is approximately 17 acres (see Figure 1 - Scope of Work Area below).

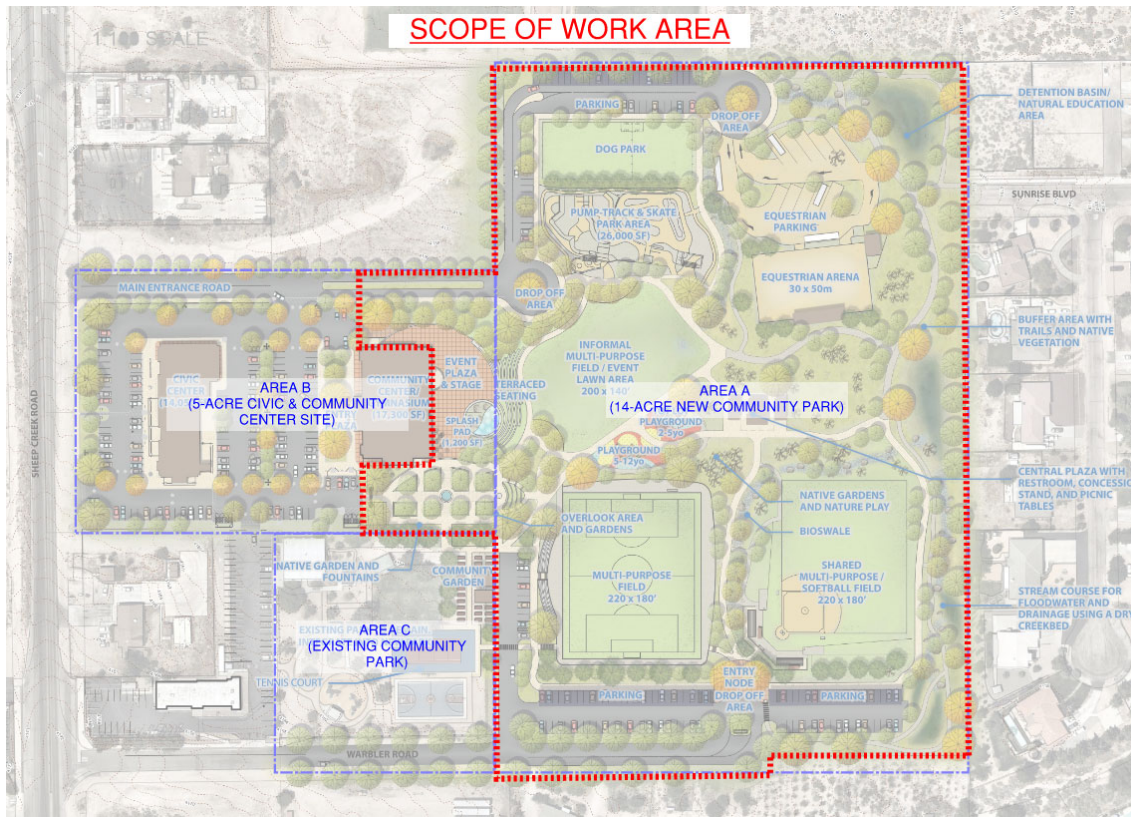


Figure 1 – Scope of Work Area

The site can be further defined and broken into the following areas:

Area A (New Community Park):

A 14-acre plot of land that is on the eastern portion of the site. This area is currently an open field occupied by native flora and open dirt roads. This area is planned to have a multipurpose lawn, skatepark and bicycle pump track, drop off area, two multi-purpose athletic fields, a dog park, two playgrounds (tot lot



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

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GIS SOLUTIONS

WATER RESOURCES

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A California Corporation

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110
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and 5-12 year old), a restroom building, equestrian center & parking, detention basin/s, parking lots, walkways, and native vegetation.

Area B (Civic & Community Center Site):

A 5-acre plot that is on the western edge of the site and currently graded. This area is planned to have the civic center building, the main park entrance, parking lots, community center & gymnasium, community skatepark, a splash pad, entry & event plazas, and terraced & outdoor seating. As the civic center has been designed through construction documents, this area is not included in this scope of services. See Attachment B for delineation.

Area C (Existing Community Park) - Area not Included:

A 3.7-acre existing park that currently has the District's offices, a parking lot, picnic areas, a basketball court, and an open lawn. The intention of this area is to be further blended and incorporated into the expanded Area A and B areas. This area will include the relocated community garden and a tennis court with pickleball court inlays. This area will be designed under a separate scope for the ARPA Grant PS&E scope provided by Wallace Group.

The scope of work in this contract shall provide a complete package for the CUP completion and will further design of these three project areas, combining them into one comprehensive site and preparing them to a level where further construction documents can be developed with better understanding of grading, utility, and hardscape/softscape connections.

All phases of the work will include various meetings with the District and project team to ensure the site is balanced and coordinated with the District's desires and performance requirements per County and Regional standards. This effort will provide you with updated visuals and renderings so that you can continue to promote the park and future efforts of raising funds for the construction of the park. The team will also ensure that proper project management and administration of the scope of work are handled meeting industry standards throughout the duration of the project. The team anticipates that the work described in the following scope of services shall be completed by mid-2024.

The fees for this scope were done using bottom-up estimates for the work anticipated but also using industry standards. Per industry standards, the typical percentage applied to development projects is 10% of the total project construction costs. Per previous cost studies, the cost of the Phelan Community Park was anticipated to be around \$17 million. Taking 10% of the \$17 million would mean that the total soft costs for the project should be around \$1.7 million. The completion of the scope in this contract would take the design from 35% schematic to 65% design development, constituting 30% of the total production effort. Taking 30% of the \$1.7 million the target soft costs for this project would be approximately \$510,000. The fees shown in this scope of work match the target industry standard for soft costs.

II. SCOPE OF SERVICES

The following is a summary of the phases and tasks, which are separated into task groups for clarity of the scope:

Phase A - Project Management & Schematic Refinement

Task 1: Project Management and Administration

This phase of the scope is for the general project management and administration. The Wallace Group team will work with the District and County staff for the tasks needed under this scope of services. This phase is anticipated to run the duration of the project.



Subtask 1.1 - Meetings with County Staff:

Wallace Group and Steeno Design will have up to two (2) meetings with County Staff for the CUP and other items of the project. These meetings are anticipated to be videoconference or teleconference calls.

Subtask 1.2 - CEQA Administration and Support:

Wallace Group will be available to answer questions from the City's CEQA support team to the level allowed by this subtask budget. Wallace Group will join up to two (2) meetings with the CEQA team. We will also work with the District and project team throughout the duration of the project, including CEQA discussions which will occur with the project team during the team meetings stated under task 2.9.

Subtask 1.3 - Correspondence, Team Meeting Preparation, and Site Meeting:

Wallace Group will correspond with the District, project team, County staff, and other entities via email and will help manage the team meetings, deliverables, and other project requirements. Wallace Group will prepare agendas and meeting minutes and will circulate these with the project team. Wallace Group will also include for two (2) team members to attend one (1) site meeting with the District staff and project team. We're assuming this will be the project manager and the civil engineer.

Subtask 1.4 - Project Timeline Support:

Wallace Group will assist with the timeline and will provide an updated timeline and schedule for the project throughout the duration of the scope of services. Wallace Group will work with the District and project team to ensure that the project is moving forward in a timely manner and will bring up any delays to the District if they occur.

Subtask 1.5 - Rendered Site Plan and Updated 3D Graphics (4 total):

The project team will update the site plan rendering and 3D model graphics. The scope includes four (4) perspective renderings. The perspective renderings are intended to capture a bird's eye perspective of the park and include various amenities to help convey the general feel of the proposed design. Additional renderings may be developed through approval of a contract amendment.

Subtask 1.6 - Overall Project Management & Administration:

Wallace Group will serve as the primary filter for the project team. Invoicing and progress reports will be prepared with the appropriate backup material and submitted to the client on a monthly basis. As part of this process, Wallace Group will prepare and maintain the pertinent documents based on our services for the District's records.

Deliverables:

- Meeting Agendas and Minutes
- Project Timeline Updates (monthly)
- Updated Rendered Site Plan & 3D Perspectives (4 total)
- Project Management & Administration (QAQC, invoicing, progress reports)

Meetings:

- Two (2) Teleconference/Videoconference Meetings with County Staff
- Two (2) Meetings with CEQA Team and District
- One (1) Site Meeting for Two (2) Team Members



Task 2: Final Schematics (35%) & Completion of CUP Plans

Subtask 2.1 - Final Site Base:

The final site base will be done in AutoCAD and will refine the various site elements based on required changes that occur due to further schematic engineering studies. This site base plan will allow the schematic package to be finalized and will be provided to Steeno Design for the final site plan.

Subtask 2.2 - Final Schematic Landscape Plan:

The final schematic landscape plan will be done using AutoCAD and will take the various landscape site elements and define them in a greater level of design detail and placement. The plants anticipated for the project will be shown in a 'such as' manner and sizes will be shown.

Subtask 2.3 - Final Schematic Restroom Building Plans

The team will provide final schematic restroom building plans to be provided by the manufacturer. The team will format the sheets to be consistent with the overall package and will provide other requisite information per the County's requirements.

Subtask 2.4 - Final Schematic Grading and Drainage Plan

The team's civil engineer will provide a final schematic grading and drainage plan which will indicate the grading and drainage of the site and will include earthwork quantities.

Subtask 2.5 - Hydrology, Drainage & WQMP Reports

The team's civil engineer will provide hydrology, drainage, and Water Quality Management (WQMP) Reports per the County's requirements.

Subtask 2.6 - Final Schematic Road & Parking Lot Layout Plan

The team's civil engineer will provide schematic road and parking lot layout plans which will include the needed items sufficient for County review.

Subtask 2.7 - Final Schematic Utility Layout Plan

The team's civil engineer will provide schematic utility layout plans which will indicate the anticipated septic/leach field areas and domestic water points of connection and lines to the restroom building.

Subtask 2.8 - Final Schematic Electrical/Lighting Plan

The schematic electrical and lighting plan shall include the anticipated electrical service connection, parking lot lighting, pathway/walkway lighting, landscape lighting, and electrical power indications to the sports field lighting. This will be done in a final schematic format for CUP review purposes.

Subtask 2.9 - Team Meetings (2 total)

Wallace Group and the project team will attend up to two (2) project status video/teleconference calls throughout the duration of the phase for any project needs, feedback, data, and general coordination.

Subtask 2.10 - Quality Control & Project Management:

The project team will provide QAQC services throughout the duration of the phase for the drawings and products developed. This task also includes general email correspondence and submittal coordination for the project team.

Deliverables:



- Final Schematic Landscape Plan
- Final Schematic Grading and Drainage Plan
- Final Hydrology, Drainage & WQMP Reports
- Final Schematic Road & Parking Lot Layout Plan
- Final Schematic Utility Layout Plan
- Final Schematic Electrical/Lighting Plan

Meetings:

- Two (2) Tele/Videoconference Meetings

Phase B - Draft & Final Design Development (50% & 65%)

The design development package will further define the various project elements which are essential for construction tie-ins, cost estimating, and other final construction document tasks. For the draft and final Design Development asks, Wallace Group and the associated sub-consultants will provide the following improvement plans. We anticipate approximately 72 sheets including the following:

- Cover Sheet..... (1 Sheet)
- Demolition Plans, Notes, and Details..... (6 Sheets)
- Construction Plans, Notes, and Details (12 Sheets)
- Building Plans, Notes & Details..... (2 Sheets)
- Grading and Drainage Plans..... (12 Sheets)
- Utility Plans, Notes & Details..... (6 Sheets)
- Planting Plan, Notes, and Details (7 Sheets)
- Irrigation Plan, Notes, and Details..... (10 Sheets)
- Electrical Plan, Notes, and Details (8 Sheets)
- Skatepark and Pump Track Plans, Notes & Details..... (8 Sheets)

Below is a description of each of the anticipated plans and reports in more detail:

Cover Sheet:

Wallace Group will provide the Cover Sheet which will include general project information, vicinity map, phase map, sheet index, and design team contact information.

Demolition Plans, Notes & Details:

The team will produce a draft demolition plan at 40' scale with notes, details, and callouts to help describe the demolition of the site. This plan will also include a description of existing features that shall be retained and protected in place.

Construction Plans, Notes & Details:

This plan will specifically call out all landscape site improvements at 20' scale, and identify their materials, colors, and finishes, and will refer to construction details and specifications required to install the work. Details include new walkways and handrails to comply with accessibility standards.

Building Plans, Notes & Details:

The team will provide final restroom building plans, notes, and details to be provided by the manufacturer. The team will format the sheets to be consistent with the overall package and will provide other requisite information for the District's review.

Grading and Drainage Plans, Notes & Details:

These plans will be provided by the team's civil engineer and will indicate the grading and drainage and will indicate the grading and spot elevations to accommodate all of the new park improvements and stormwater BMPs. Earthwork quantities will be calculated with the intent to



create a balanced site. In addition, the plans will include general civil notes, typical sections and details, and erosion control plans at a design development level.

Utility Plans, Notes & Details:

These plans will be provided by the team's civil engineer and will show the sewage and wet utility improvements required to support the new park improvements. The team's civil engineer will coordinate with the utility companies for new services and meters to the park site for domestic water to confirm service charges and equipment needs.

Electrical Plans, Notes & Details:

These plans will provide the lighting and electrical design of the site at 20' scale. The lighting plan shall include the anticipated electrical service connection, parking lot lighting, pathway/walkway lighting, landscape lighting, and electrical power to the sports field lighting. The design will include the power and lighting systems to comply with title 24 documentation for lighting and electrical distribution systems. The plans will also include any telecom systems and the team's electrical engineer will coordinate with the associated telecom vendor for power and raceway requirements.

Planting Plans, Notes & Details:

This plan will graphically locate and identify planting materials to be at 20' scale, including specific quantities, sizes and varieties and planting legend to install plant materials.

Irrigation Plans, Notes & Details:

This plan will diagrammatically layout landscape irrigation piping, valves, control equipment, sprinkler heads and related irrigation equipment for the irrigation of planting areas, at 20' scale. Pipe and equipment sizing will not be included at this level but standard size equipment will be assumed for cost purposes. The team will coordinate with the Civil and Electrical subs as required. A preliminary Water Efficient Landscape Worksheet shall be provided inclusive of the Hydrozone information table and Water budget calculations (MAWA, ETWU) as required.

Skatepark and Pump Track Plans, Notes & Details:

These plans will provide location of design perimeter and elements using horizontal coordinate curve data and/or horizontal dimensioning; show vertical spot elevations of skatepark and pump track surfaces and adjacent elements; show locations and sizing of necessary drainage structures, sizing and location of pipe daylight, invert and finish grades of drains; show vertical cross sections sufficient to relay all sculptural and geometric elements within the design; show vertical relations of skatepark and pump track perimeter to adjacent grades, berms, buffers & landscaping areas; provide keynote legend depicting section cuts in plan view; show horizontal and vertical dimensions on cross sections; Identify location of all concrete control joints, sawcut joints, expansion joints, and cold joints; and provide sufficient detailing for the skatepark and pump track.

Task 3: 50% Design Development (DD)

Subtask 3.1 - 50% DD Plans, Spec Outline, & EOPCC

The Design Team will prepare 50% Plans (Design Development level plans) for the District's review. The plans will follow the above description of the above sheets; however, notes and details will represent a preliminary DD level of effort.

The outline specification document shall include the anticipated specification sections that are needed for the project. The specification sections shall be in CSI format from Division 01 through 32. The specification outline will highlight various items that are intended in the overall project design and will be used for future project planning and documentation purposes.



The Design Team will prepare an itemized 50% engineer's opinion of probable construction cost for defined components of the work with appropriate contingency for this level of estimate. Relevant unit bid information will be acquired from available public bid sources and Caltrans published unit costs. Based on this information, an Engineer's Opinion of Probable Construction Cost will be generated and submitted to the District for budgeting purposes.

Subtask 3.2 - Team Meetings:

Wallace Group and the project team will attend up to eight (8) project status video/teleconference calls throughout the duration of both phases for any project needs, feedback, data, and general coordination.

Subtask 3.3 - Quality Control & Project Management:

The project team will provide QAQC services throughout the duration of the phase for the drawings and products developed. This task also includes general email correspondence and submittal coordination for the project team.

Deliverables:

- 50% Cover Sheet
- 50% Demolition Plans, Notes & Details
- 50% Construction Plans, Notes & Details
- 50% Building Plans, Notes & Details
- 50% Grading and Drainage Plans, Notes & Details
- 50% Utility Plans, Notes & Details
- 50% Planting Plans, Notes & Details
- 50% Irrigation Plans, Notes & Details
- 50% Electrical Plans, Notes & Details
- 50% Skatepark and Pump Track Plans, Notes & Details
- 50% Spec Outline
- 50% Estimate of Probable Construction Costs

Meetings:

- Eight (8) Tele/Videoconference Meetings

Task 4: 65% Design Development (DD)

Subtask 4.1 - 65% DD Plans, Spec Outline & EOPCC

The Design Team will prepare 50% Plans (Design Development level plans) for the District's review. The plans will follow the above description of the above sheets; however, notes and details will represent a preliminary DD level of effort.

The outline specification document shall include the anticipated specification sections that are needed for the project. The specification sections shall be in CSI format from Division 01 through 32. The specification outline will highlight various items that are intended in the overall project design and will be used for future project planning and documentation purposes.

Wallace Group will prepare an itemized 65% engineer's opinion of probable construction cost for defined components of the work with appropriate contingency for this level of estimate. Relevant unit bid information will be acquired from available public bid sources and Caltrans published unit costs. Based on this information, an Engineer's Opinion of Probable Construction Cost will be generated and submitted to the District for budgeting purposes.

Subtask 4.2 - Team Meetings:



Wallace Group and the project team will attend up to eight (8) project status video/teleconference calls throughout the duration of both phases for any project needs, feedback, data, and general coordination.

Subtask 4.3 - Quality Control & Project Management:

The project team will provide QAQC services throughout the duration of the phase for the drawings and products developed. This task also includes general email correspondence and submittal coordination for the project team.

Deliverables:

- 65% Cover Sheet
- 65% Demolition Plans, Notes & Details
- 65% Construction Plans, Notes & Details
- 65% Building Plans, Notes & Details
- 65% Grading and Drainage Plans, Notes & Details
- 65% Utility Plans, Notes & Details
- 65% Planting Plans, Notes & Details
- 65% Irrigation Plans, Notes & Details
- 65% Electrical Plans, Notes & Details
- 65% Skatepark and Pump Track Plans, Notes & Details
- 65% Estimate of Probable Construction Costs

Meetings:

- Eight (8) Tele/Videoconference Meetings

III. TO BE PROVIDED BY THE CLIENT

- Digital base files including CAD of the existing site conceptual layout
- Topographic survey information in CAD
- Geotechnical soils report

IV. ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following services may also benefit your project. Wallace Group can provide these services, directly or through sub-consultants, however, they are not included in the current Scope of Services or estimate of fees:

- Construction Documents, Bidding and Administration support
- Utility Company Fees
- Offsite Improvement Plans
- Stormwater Pollution Prevention Plan
- Storm Drain Mainlines Design
- Topographic Survey (already prepared)
- Any Other Services not included in Scope of Work

V. PROJECT FEES

Wallace Group will perform the services in the Scope of Services for a fixed fee per the amount below in accordance with the attached Standard Billing Rates (Exhibit A). The project will be billed under a percent complete amount based on the progress of the work completed to date on a monthly basis. Reimbursables are included in the fixed fee amount stated below.



At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract.

Phase A - Project Management & Schematic Refinement	
Task 1: Project Management & Administration.....	\$32,120
Task 2: Final Schematic Plans (35%) & Completion of CUP Plans.....	\$83,083
Phase B - Draft & Final Design Development (50% & 65%)	
Task 3: 50% Design Development	\$181,900
Task 4: 65% Design Development	\$137,788
Project Reimbursables.....	\$920
Grand Total*	\$435,811

**Wallace Group is happy to provide a breakdown of these fees in a spreadsheet if desired and remains flexible to negotiate the fees/scope as needed.*

VI. TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, the attached Standard Terms and Conditions (Exhibit B) are considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return to our office, which will serve as our notice-to-proceed.

We want to thank you for this opportunity to present our proposal for professional services. If you would like to discuss this proposal in greater detail, please feel free to contact me or Matt Wilkins.

Sincerely

WALLACE GROUP, a California Corporation



Bradford R. Brechwald, PE C41819, PLS 6146
 President, CEO, Principal
 612 Clarion Court
 San Luis Obispo
 California 93401
 T 805 544-4011
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 www.wallacegroup.us

TERMS AND CONDITIONS ACCEPTED:

Signature

Printed Name

Title

Date

Attachments
kcc: PP23-7873, 2022, std
Exhibit A
Exhibit B

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.

Exhibit A
Standard Billing Rates



Engineering, Design & Support Services:

Assistant Designer/Technician	\$110
Designer/Technician I - IV	\$115/\$125/\$135/\$145
Senior Designer/Technician I - III	\$158/\$165/\$172
GIS Technical Specialist	\$150
Senior GIS Technical Specialist	\$160
Associate Engineer I - III	\$130/\$140/\$150
Engineer I - IV	\$160/\$165/\$170/\$175
Senior Engineer I - III	\$185/\$190/\$195
Director	\$200
Principal Engineer/Consulting Engineer	\$240
Principal	\$260

Planning Services:

Associate Planner I - II	\$105/\$115
Planner I - IV	\$135/\$145/\$155/\$165
Senior Planner I - III	\$170/\$175/\$180
Director	\$190
Principal Planner	\$200
Principal	\$260

Landscape Architecture Services:

Associate Landscape Designer I - II	\$100/\$110
Designer I - IV	\$115/\$120/\$125/\$130
Landscape Architect I - IV	\$135/\$140/\$145/\$150
Senior Landscape Architect I - III	\$155/\$160/\$165
Director	\$180
Principal Landscape Architect	\$200
Principal	\$260

Public Works Administration Services:

Project Analyst I - IV	\$115/\$125/\$135/\$145
Senior Project Analyst I - III	\$150/\$155/\$160
Senior Environmental Compliance Specialist I - III	\$165/\$170/\$175

Support Services:

Office Assistant	\$100
Project Assistant I - III	\$110/\$115/\$125

Right to Revisions:

Wallace Group reserves the right to revise our standard billing rates on an annual basis, personnel classifications may be added as necessary.

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$400 an hour. If required to meet schedule requests, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- delivery/copy services
- sub-consultant services
- mileage (per IRS rates)
- agency fees
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

Exhibit B
Standard Terms and Conditions
Wallace Group Proposal No. PP23-7873
Contract Agreement Date: June 8, 2023

CLIENT: **PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT**
4176 Warbler Road, Phelan, California 92371

CONSULTANT: **WALLACE GROUP, A CALIFORNIA CORPORATION**
612 Clarion Court, San Luis Obispo, California 93401

CLIENT and CONSULTANT agree that these Standard Terms and Conditions, comprised of pages 1 through 6, and the associated written Scope of Services and budget constitute the entire Agreement between the CLIENT and the CONSULTANT. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the CLIENT and the CONSULTANT.

ARTICLE 1. GENERAL PROVISIONS

1.1 Preamble

This Agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the CLIENT and the CONSULTANT, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and each will cooperate in the common endeavor of the contract.

1.2 Governing Law and Jurisdiction

The CLIENT and the CONSULTANT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of California. It is further agreed that any legal action between the CLIENT and the CONSULTANT arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in San Luis Obispo, California.

1.3 Precedence of Conditions

Should any conflict exist between the terms herein and the form of any purchase order or confirmation issued, the Terms and Conditions herein shall prevail in the absence of CONSULTANT'S express written consent of others conditions.

1.4 Standard of Care

In providing services under this Agreement, the CONSULTANT will endeavor to perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

1.5 Corporate Protection

It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the Project shall not subject the CONSULTANT'S individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a California corporation, and not against any of the CONSULTANT'S individual employees, officers or directors.

1.6 Confidentiality

The CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than the CONSULTANT'S employees, Subconsultants and the general Contractor and Subcontractors, if appropriate, any data or information not previously known to and generated by the CONSULTANT or furnished to the CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the CONSULTANT to defend itself from any legal action or claim.

1.7 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and CONSULTANT agree to require a similar provision in all contracts with Contractors, Subcontractors, Subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

1.8 Timeliness of Performance

The CLIENT and CONSULTANT are aware that many factors outside the CONSULTANT'S control may affect the CONSULTANT'S ability to complete the services to be provided under this Agreement. The CONSULTANT will perform these services with reasonable diligence and expediency consistent with sound professional practices.

1.9 Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.10 Survival

Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.11 Statutes of Repose and Limitation

All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the CONSULTANT'S services are completed or terminated.

1.12 Defects in Service

The CLIENT shall promptly report to the CONSULTANT any defects or suspected defects in the CONSULTANT'S services of which the CLIENT becomes aware, so that the CONSULTANT may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all Contractors in its CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT'S Contractors or Subcontractors to notify the CONSULTANT shall relieve the CONSULTANT of the costs or remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

1.13 Jobsite Safety

Neither the professional activities of the CONSULTANT, nor the presence of the CONSULTANT or its employees or Subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, constructions means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with contract documents and any health or safety precautions required by any regulatory agencies. The CONSULTANT and its personnel have no authority to exercise any control over any construction Contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT'S contract with the General Contractor. The CLIENT also agrees that the CLIENT, the CONSULTANT and the CONSULTANT'S Subconsultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.

1.14 Assignment: Subcontracting

Neither CLIENT nor CONSULTANT shall assign its interest in this agreement without the written consent of the other. CONSULTANT may not subcontract any portion of the work to be performed hereunder without such consent.

1.15 Force Majeure

Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT'S reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

1.16 Disputes

(a) Notwithstanding any other provision of this Agreement and except for the provisions of (b) and (c), if a dispute arises regarding CONSULTANT'S fees pursuant to this contract, and if the fee dispute cannot be settled by discussions between CLIENT and CONSULTANT, both the CLIENT and CONSULTANT agree to attempt to settle the fee dispute by mediation through the American Arbitration Association (or other mediation service) before recourse to arbitration. If mediation does not resolve the fee dispute, such dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

(b) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to perfect or enforce applicable mechanics lien remedies.

1.17 Attorneys' Fees

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

1.18 Services by CLIENT

CLIENT shall pay all other charges not specifically covered by the terms of this agreement, unless specifically included in the Scope of Services. The CLIENT shall furnish, at the CLIENT'S expense, all information required by this Agreement. The CONSULTANT may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

1.19 Retention

If any portion of CONSULTANT'S fee is held in retention, such amount shall be released within thirty days after invoicing for completion of corresponding services. Interest shall be paid at the rate of 1.5% per month on any retention amounts not paid within this thirty-day period.

ARTICLE 2. DEFINITIONS

2.1 Burdened Labor Costs

Burdened labor costs shown on the Standard Billing Rates include payroll taxes, worker's compensation insurance, and other overhead costs applicable to the typical standard of care.

2.2 Direct Expenses

Expenditures made by the CONSULTANT, its employees or its Subconsultants in the interest of the Project. Applicable reimbursable direct expenses are defined on the Standard Billing Rates.

ARTICLE 3. COMPENSATION

3.1 Payment Due

Invoices shall be submitted by the CONSULTANT monthly, are due upon presentation and shall be considered past due if not paid in full within thirty (30) days of the invoice date.

3.2 Interest

If payment in full is not received by the CONSULTANT within thirty (30) calendar days of the invoice date, the invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

3.3 Collection Costs

If the CLIENT fails to make payments when due and the CONSULTANT incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to the CONSULTANT. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable CONSULTANT staff costs at Standard Billing Rates for the CONSULTANT'S time spent in efforts to collect. This obligation of the CLIENT to pay the CONSULTANT'S collection costs shall survive the term of this Agreement or any earlier termination by either party.

3.4 Termination or Suspension of Services

This agreement may be terminated or suspended by either party effective seven (7) days from the date of written notice, or if the CLIENT suspends the work for three (3) months. Upon receipt of a notice of termination or suspension, CONSULTANT will stop or suspend its work and provide same direction for the work of all its Subcontractors and suppliers. Failure of CLIENT to make payments when due shall be cause for suspension of services or ultimately, termination, unless and until CONSULTANT has been paid in full all amounts due for services, expenses and other approved related charges. CONSULTANT shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension or termination caused by any breach of this Agreement by the CLIENT. Upon payment-in-full by the CLIENT, CONSULTANT shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the CONSULTANT to resume performance.

3.5 Retention Discounts

Payment of invoices shall not be subject to any discounts or retention by the CLIENT, unless agreed to in writing by the CONSULTANT. Payment to the CONSULTANT for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

3.6 Satisfaction with Services

Payment of any invoice by the CLIENT to the CONSULTANT shall be taken to mean that the CLIENT is satisfied with the CONSULTANT'S services to the date of payment and is not aware of any deficiencies in those services.

3.7 Disputed Invoices

If the CLIENT objects to any portion of any invoice, the CLIENT shall so notify the CONSULTANT in writing within ten (10) days of receipt of the invoice. The CLIENT shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within thirty (30) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within forty-five (45) calendar days in

accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in the CONSULTANT'S favor and shall be calculated on the unpaid balance from the invoice date.

3.8 Payments to the CONSULTANT

Payments to the CONSULTANT shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the CLIENT of offsetting reimbursement or credit from other parties who may have caused additional services or expenses. No withholdings, deductions or offsets shall be made from the CONSULTANT'S compensation for any reason unless the CONSULTANT has been found to be legally liable for such amounts.

3.9 Advance Payment: Withholding Work Product

CONSULTANT reserves the right to require payment in advance for work estimated to be done during a given billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and work products herein contemplated pending payment of CLIENT'S outstanding indebtedness or advance payment as required by CONSULTANT. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the Scope of Services. CONSULTANT is not obligated to provide services in excess of the authorized budget.

ARTICLE 4. SERVICES, ADDITIONAL SERVICES, AND AMENDMENTS

4.1 Definitions

Services and work products not expressly included with those specified in this agreement, as determined by CONSULTANT, are not covered by this agreement. Such services and work products will be provided only upon compliance with the procedures set forth in Article 4.5 of this Agreement.

4.2 Services During Construction

Any construction inspection or testing provided by CONSULTANT is for the purpose of determining the Contractor's compliance with the functional provisions of the project specifications only. CONSULTANT in no way guarantees or insures Contractor's work nor assumes responsibility for methods or appliances used by the Contractor for job site safety or for Contractor's compliance with laws and regulations. CLIENT agrees that in accordance with generally accepted construction practices the construction Contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours.

4.3 Soil Testing

CONSULTANT makes no representations concerning soil conditions, and is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing. It is the CLIENT'S responsibility to obtain a soils report upon which report CONSULTANT can rely.

4.4 Opinion of Probable Construction Costs

In providing opinions of probable construction cost, the CLIENT understands that the CONSULTANT has no control over cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the CONSULTANT'S opinions of probable construction costs are made on the basis of the CONSULTANT'S professional judgment and experience. CONSULTANT makes no warranty, express or implied, that bids or negotiated cost of the Work will not vary from the CONSULTANT'S opinion of probable construction cost.

4.5 Additional Services

Additional services or work products requiring an adjustment of CONSULTANT'S original estimated budget or fixed fee will be provided at CLIENT'S request upon execution of a written amendment to this agreement expressly referring to the same and signed by both parties.

ARTICLE 5. TERMINATION OF AGREEMENT

5.1 Due to Default

This agreement may be terminated by either party upon seven (7) days written notice should the other party fail to substantially perform in accordance with this agreement through no fault of the party initiating the termination.

5.2 Without Cause

This agreement may be terminated by CLIENT upon at least fourteen (14) days written notice to CONSULTANT in the event that the project is abandoned.

5.3 Termination Adjustment: Payment

If this agreement is terminated through no fault of the CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred to the termination notice date, including reimbursable expenses due, plus an additional amount not to exceed ten percent (10%) of charges incurred to the termination notice date to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by CONSULTANT including but limited to cancellation fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.

ARTICLE 6. LIMITATION OF LIABILITY: WAIVER: WARRANTY

6.1 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the CONSULTANT to the CLIENT shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6.2 Contractor and Subcontractor Claims

The CLIENT further agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT and the CONSULTANT'S officers, directors, partners, employees and Subconsultants to all construction Contractors and Subcontractors on the Project for any and all claims, losses, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the CONSULTANT and the CONSULTANT'S Subconsultants to all those named shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6.3 Warranty

CONSULTANT makes no warranty, either express or implied, as to CONSULTANT'S findings, recommendations, specifications, or professional advice, except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the Scope of Services, compensation, schedule, allocation of risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the CLIENT of the changed conditions necessitating renegotiation, and the CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiations of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination Provision hereof.

If the Scope of Services pursuant to this agreement does not include on-site construction review, construction management, or other construction supervision for this project, or if subsequent to this agreement CLIENT retains other persons or entities to provide such services, CLIENT acknowledges that such services will be performed by others and CLIENT will defend, indemnify and hold CONSULTANT harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of CONSULTANT; and from any and all claims arising from or resulting from clarifications, adjustments, modifications, discrepancies or other changes necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of CONSULTANT.

6.4 Interpretation

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary responsibility, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the CONSULTANT'S sole or gross negligence or the CONSULTANT'S willful misconduct. The parties also agree that the CLIENT will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suites against other parties who may join the CONSULTANT as a third-party defendant. "Parties" means the CLIENT and the CONSULTANT, and their officers, directors, partners, employees, Subcontractors and Subconsultants.

6.5 Delays

The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT'S control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the CLIENT of the CLIENT'S Contractors or CONSULTANT'S; or discovery of any hazardous substances or differing site conditions.

ARTICLE 7. HAZARDOUS WASTE MATERIALS

7.1 Liability

CONSULTANT hereby states and CLIENT hereby acknowledges that CONSULTANT has no professional liability insurance for claims arising out of the performance of or failure to perform professional services, including, but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing substances including, but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as

would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Accordingly, the CLIENT hereby agrees to bring no claim for negligence, breach of contract indemnity or otherwise against the CONSULTANT, its principals, employees, and agents if such claim, in any way, would involve the CONSULTANT'S services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. CLIENT further agrees to defend, indemnify and hold harmless CONSULTANT, its officers, directors, principals, employees and agents from any asbestos and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the CONSULTANT pursuant to this agreement except claims caused by the sole negligence or willful misconduct of the CONSULTANT.

ARTICLE 8. OWNERSHIP AND REUSE OF DOCUMENTS

8.1 CONSULTANT Ownership

All original papers, documents, drawings, electronic media and other work product of CONSULTANT, and copies thereof, produced by CONSULTANT pursuant to this agreement shall remain the property of CONSULTANT and may be used by CONSULTANT without the consent of CLIENT. Upon request and payment of the costs involved, CLIENT is entitled to a copy of all papers, documents and drawings provided CLIENT'S account is paid current.

8.2 Document Reuse

In the event the CLIENT, the CLIENT'S Contractors or Subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans specifications or other construction documents prepared by the CONSULTANT without obtaining the CONSULTANT'S prior written consent, the CLIENT shall assume full responsibility for the results of such changes. Therefore the CLIENT agrees to waive any claim against the CONSULTANT and to release the CONSULTANT from any liability arising directly or indirectly from such changes. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any Subcontractors of any tier from making any changes or modifications to the CONSULTANT'S construction documents without the prior written approval of the CONSULTANT and further requires the Contractor to indemnify both the CONSULTANT and the CLIENT from any liability or cost arising from such changes made without proper authorization.

8.3 Electronic Media Alteration and Reuse

Because CADD information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, CONSULTANT reserves the right to remove all indicia of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by CONSULTANT in CADD form only for information and use by CLIENT for the specific purpose for which CONSULTANT was engaged. Said materials shall not be used by CLIENT, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended by CONSULTANT without CONSULTANT'S express written permission. Unauthorized modification or reuse of the materials shall be at CLIENT'S sole risk, and CLIENT agrees to defend, indemnify, and hold CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized modification or use of these materials.

**PHELAN COMMUNITY PARK
14-ACRE PARK SCHEDULE**

			2023				2024				2025				2026				2027													
			Q3		Q4		Q1		Q2		Q3		Q4		Q1		Q2		Q3		Q4											
			July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December
Task	Duration (weeks)**	Due Date																														
LWCF Grant Review & Selection Process	22	1/1/2024	[Task Duration: July 2023 - Dec 2023]																													
LWCF Post Selection Requirements*	48	12/1/2024	[Task Duration: Jan 2024 - Dec 2025]																													
Final CEQA	9	9/30/2023	[Task Duration: July 2023 - Sep 2023]																													
14-Acre CUP Process	9	9/30/2023	[Task Duration: July 2023 - Sep 2023]																													
Schematic Design Package (Entire Park)	9	9/30/2023	[Task Duration: July 2023 - Sep 2023]																													
50% Design Development & Review (Entire Park)	13	1/31/2024	[Task Duration: Oct 2023 - Dec 2024] ★																													
65% Design Development & Review (Entire Park)	13	5/31/2024	[Task Duration: Oct 2023 - Dec 2024] ★																													
90% Design PS&E & Review***	13	9/30/2024	[Task Duration: Oct 2023 - Dec 2024] ★																													
100% Final PS&E & Review***	13	1/31/2025	[Task Duration: Oct 2023 - Dec 2024] ★																													
Final Design PS&E (Permit Set)***	4	3/31/2025	[Task Duration: Oct 2023 - Dec 2024] ★																													
Public Bidding, Award, and Contracting***	9	5/31/2025	[Task Duration: Oct 2023 - Dec 2024] ★																													
Project Construction***	56	7/31/2026	[Task Duration: Jan 2025 - Dec 2026] ★																													
Ribbon Cutting***	1	8/1/2026	[Task Duration: Jan 2025 - Dec 2026] ★																													
LWCF Grant Deadline (3 yr. after Post-Selection)	N/A	1/31/1900	[Grant Deadline: Dec 2027] 🛑																													

* Post-Selection Requirements may take 1+ year for Section 106 and NPS NEPA Review, and 6-months - 2 years for NPS Final Review. For the project schedule, assume approval by end of Q4 2024.

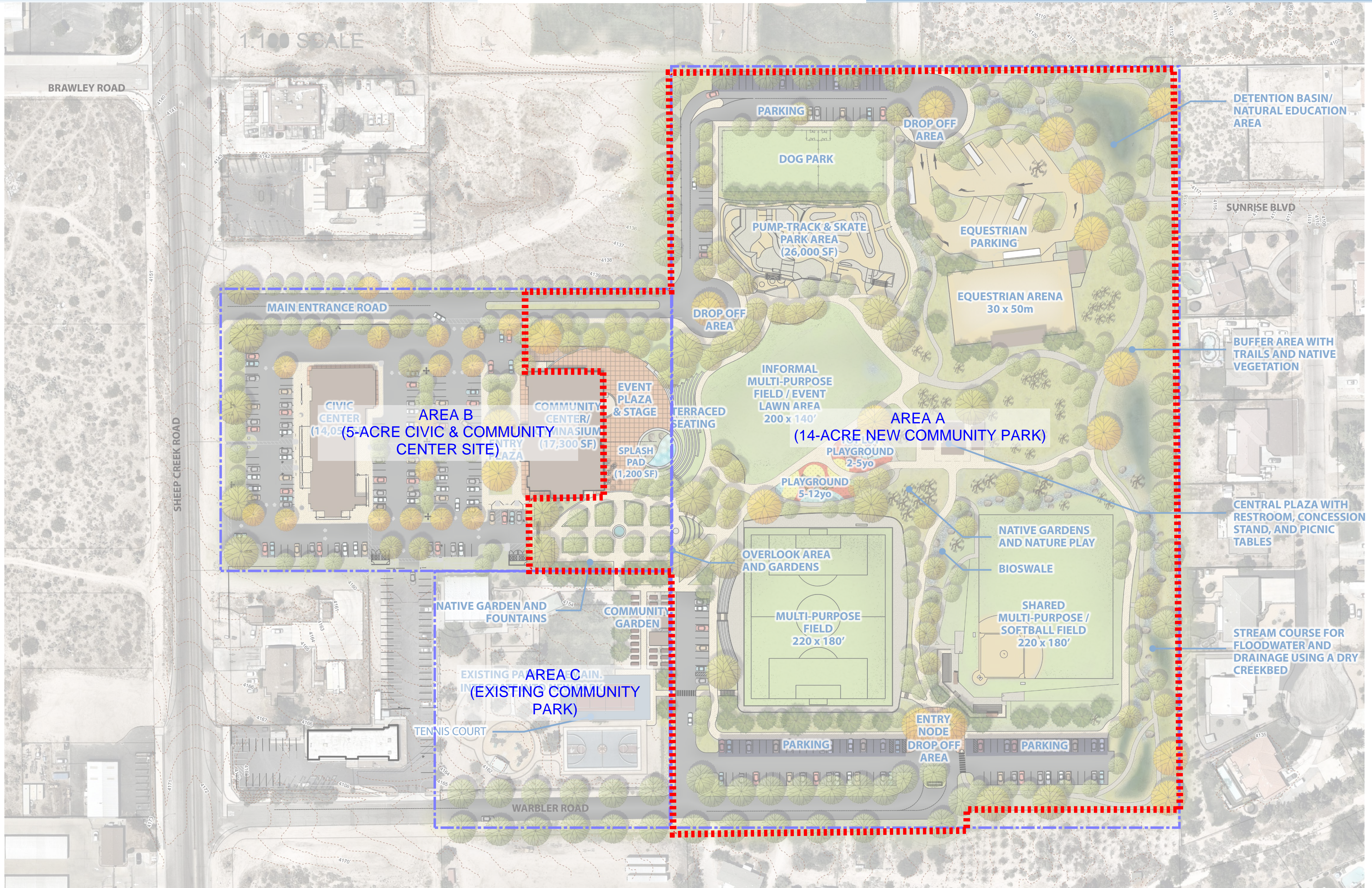
**Doesn't include holidays.

*** Land and Water Conservation Fund Project Area

Legend

- Task Duration
- Milestone / Key Date
- Grant Deadline

SCOPE OF WORK AREA



Agenda Item 6g

Discussion & Possible Adoption of Resolution No. 2023-16; Establishing an Appropriations Limit for Fiscal Year 2023/2024

MEMORANDUM

DATE: June 14, 2023

TO: Board of Directors

FROM: Don Bartz, General Manager
By: Lori Lowrance, Assistant General Manager/CFO

SUBJECT: Discussion and Possible Adoption of Resolution 2023-16; Establishing an Appropriations Limit for Fiscal Year 2023/2024

STAFF RECOMMENDATION

Staff recommends the Board approve Resolution 2023-16; Establishing an Appropriations Limit for Fiscal Year 2023/2024.

BACKGROUND

The Appropriations Limit was implemented by Propositions 4 and 111 and produced restrictions on the amount of revenue that can be appropriated in any fiscal year. The limit applies only to revenue received from the General Tax Levy and excludes any funds spent on capital improvement projects.

The Appropriations Limit must be reviewed and calculated each year to assure compliance. This action is a formality for Phelan Pinon Hills Community Services District for two reasons: 1) the tax revenues we receive are less than the Appropriations Limit and 2) the tax revenue we receive can be designated to be spent on capital improvement projects, which would exclude the revenues from limitation.

Pursuant to Condition No. 17 of LAFCO Resolution No. 2994, the District's permanent appropriations limit was established at the first District election held November 8, 2011. Measure G passed by an overwhelming majority, establishing the base appropriations limit.

Now, each year the District will establish the appropriations limit for that year, based on the prior year limit calculated by the means identified by the Department of Finance each year for the unincorporated area of San Bernardino County. Staff recommends the Board approve Resolution 2023-16; Establishing an Appropriations Limit for Fiscal Year 2023/2024.

FISCAL IMPACT

None

ATTACHMENT(S)

Resolution 2023-16
Appropriations Limit Calculation 2023/2024

RESOLUTION NO. 2023-16
RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT,
SAN BERNARDINO COUNTY, CALIFORNIA,
ESTABLISHING AN APPROPRIATIONS LIMIT FOR
FISCAL YEAR 2023/2024

WHEREAS, the Phelan Piñon Hills Community Services District (“the District”) is a community services district organized and operating pursuant to California Government Code Section 61000 et seq.; and

WHEREAS, Section 61113 of the Government Code requires the District’s Board of Directors to adopt a resolution establishing its appropriations limit, if any, and make other necessary determinations for the following fiscal year pursuant to Article XIII B of the California Constitution, on or before July 1 of each year; and

WHEREAS, Article XIII B of the Constitution of the State of California, as approved by the voters at the special statewide election held on November 6, 1979, provides for an annual appropriations limitation for local jurisdictions adjusted for changes in population and consumer prices index; and

WHEREAS, the State legislation added Division 9 (Commencing with Section 7900) to Title 1 of the Government Code of the State of California to implement Article XIII B of the California Constitution; and

WHEREAS, Section 7910 of the Government Code provides that each year the governing body of each local jurisdiction shall, by resolution, establish its appropriations limit for the following fiscal year pursuant to Article XIII B at a regularly scheduled meeting or a noticed special meeting and that fifteen (15) days prior to such meeting, documentation used in the determination of the appropriations limit shall be available to the public; and

WHEREAS, Section 7902 of the Government Code sets forth the method for determining the appropriations limit for each local jurisdiction for each fiscal year; and

WHEREAS, the District’s Board of Directors wishes to establish the appropriations limit for the forthcoming fiscal year for the Phelan Piñon Hills Community Services District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Phelan Piñon Hills Community Services District as follows:

Section 1. The appropriations limit for the Phelan Piñon Hills Community Services District for Fiscal Year 2023/2024 (the "Fiscal Year") as established in accordance with Section 7902 of the Government Code, is set forth as \$4,826,757.

Section 2. It is hereby found and determined that the documentation used in establishing the appropriations limit for the Fiscal Year was available to the public in the Office of the District at least fifteen (15) days prior to this date.

Section 3. This resolution shall take effect upon adoption.

Section 4. The Secretary is hereby authorized and directed to file a certified copy of this Resolution with the Clerk of the Board of Supervisors and Office of the State Auditor/Controller forty-five (45) days after the effective date of the resolution.

ADOPTED this 14th day of June 2023.

Rebecca Kujawa, President of Phelan Piñon Hills Community Services District and of the Board of Directors thereof.

STATE OF CALIFORNIA)
)
COUNTY OF SAN BERNARDINO)

I, Kimberly Ward, Secretary of the Board of Directors of the Phelan Piñon Hills Community Services District, DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2023-16 was duly adopted by the Board of Directors of said District at a regular meeting of said Board held on the 14th day of June 2023, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:
ATTEST:

Kimberly Sevy, Secretary of Phelan Piñon Hills Community Services District and of the Board of Directors thereof.

**PHELAN PINON HILLS
COMMUNITY SERVICES DISTRICT
APPROPRIATIONS LIMIT CALCULATION**

FISCAL YEAR 2023/2024

1	PRICE FACTOR U.S. CAPITA PERSONAL INCOME CPI	4.44%
2	POPULATION PERCENT CHANGE	0.12%
3	PER CAPITA CONVERTED TO A RATIO:	1.04440
4	POPULATION CONVERTED TO A RATIO:	1.00120
5	CALCULATION FACTOR FOR RATIO OF CHANGE:	1.04565
6	PRIOR YEAR (22/23) APPROPRIATION LIMIT	\$4,616,021
7	CURRENT YEAR APPROPRIATION LIMIT	\$4,826,757

Agenda Item 6h

Discussion & Possible Action Regarding
Enterprise Capital Improvement Plan
Schedule

MEMORANDUM

DATE: June 14, 2023

TO: Board of Directors

FROM: Don Bartz, General Manager
By: Lori Lowrance, CFO/Assistant General Manager

SUBJECT: Discussion & Possible Action Regarding Committee Proposed Capital Improvement Schedule

STAFF RECOMMENDATION

Staff recommends that the Board review and accept the enclosed Capital Improvement Schedule in order to move forward with the preparation of various planning documents.

BACKGROUND

Each year, the departmental committees review and revise their Capital Improvement Schedules. These schedules are tools used in preparing the District's various planning documents (i.e.: budgets, rate studies, strategic plans, etc.). These schedules are based on District goals, departmental goals, the Strategic Plan, and state and federal mandates.

The schedules consider the age, condition, and other impacts on assets in order to determine any repairs or replacements that need to occur. After a complete analysis, considering all internal and external impacts, by staff and the various committees, these schedules are then reviewed and accepted by the Board and are utilized in the preparation of a draft budget.

Additionally, these schedules are used when preparing various studies, including the District's water rate study which is currently underway. The attached Enterprise CIP has been modified to account for Chromium-6 projects approved for development by the Board at the last Board meeting. These projects make up a component of the District's rates and it is prudent to include them in the rate study. Therefore, staff requests the Board to review and accept the enclosed CIP schedule to be utilized in various District planning documents, including the rate study.

FISCAL IMPACT

N/A

ATTACHMENT(S)

District Capital Improvement Schedule

Phelan Pinon Hills Community Services District

Enterprise Capital Improvement Projects

	Item No.	Location	Description											Notes			
				2022/2023	2023/2024	2024/2025	2025/2026	2026/2027	2027/2028	2028/2029	2029/2030	2030/2031	2031/2032		2032-2042		
Chromium Mitigation Projects	1	Well 14 SP 1.1	Well Profiling <i>(Contingent on state ruling)</i>				\$450,000.00										
		Well 12 SP 1.1	Equip with Cr6 packer		\$150,000.00												
		Well 16 SP 1.1 / 1.4	Additional Water Supply				\$2,000,000.00										
		Well No. 15 - Azalea Road SP 1.1	Well, Equip, 12" pipeline 6K LF (\$2.4mil)	\$1,555,000.00													
		Storage Tank - Reservoir 6A (Prop. 1.5 MG) SP 1.1	Existing 6A (0.4 MG) <i>(Contingent on Fed. Funding \$2 mil/Fed./\$700,000 District)</i>			\$2,700,000.00											Approps req. for \$2 m - Budgeted in 2025/2026 depending on approval
		Reservoir 6A Other Cost SP 1.1	Design / Studies		\$100,000.00												Design for 6A Tank
		Future Reservoir Site	Land Aquisition	\$50,000.00													
Sub-Total Cr6:				\$1,605,000.00	\$250,000.00	\$2,700,000.00	\$2,450,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Civic Center	2	Civic Center Project (APN 3066-261-10) (See Government Funds, Civic Center Project for add. Costs)	TRLS / David Evans Services														
			Off Site Development (estimate)														
			Professional Services	\$100,000.00													
			Lilburn CEQA / RLB Cost Estimate														
			Construction SP 1.7		\$8,000,000.00	\$500,000.00											Updated to reflect Steeno's 9-20-22 quote and additional contingency requirement
Sub-Total Civic Center:				\$100,000.00	\$8,000,000.00	\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Master Plan (Reservoirs)	3	Reservoir 7A (1.1 MG) SP 1.4	7A-1 (.079 MG) 7A-2 (.079 MG)					\$2,035,000.00									
		Other Cost SP 1.4	Design / Equipping / Studies					\$100,000.00									
		Reservoir L1 (0.35 MG) SP 1.4	L1 (.483 MG)					\$647,500.00									
		Other Cost SP 1.4	Design / Equipping / Studies					\$100,000.00									
Master Plan (Pipelines) 2022-2027	4	Sundown Road (Wilson Ranch/Roosevelt)	P1-1,900 LF (8") replace 6"			\$252,700.00											
		Phelan Road (Sheep Creek / Centola)	P3 -9,500 LF (12")						\$1,989,200.00								
		Pinon Hills Road (Nielson / Maria)	P13-1,300 LF (8")	\$157,300.00													
		Atsina Road (Mono / Solano)	P14-1,400 (8")				\$186,200.00										
		Fremontia Road (Glenview / Oasis)	P15-2,600 LF (8") replace 6"					\$314,600.00									
Master Plan (Pipelines) 2032-2042	5	Smoke Tree (Soledad / Highway)	P2-6,500 LF (12") replace 6"												\$1,358,500.00		
		Buckwheat / Phelan / Cholla / Minero	P4-14,750 LF (12") replace 6"-8"												\$3,082,750.00		
		Brawley Road (Eaby / Schlitz)	P5-1,400 LF (8") replace 6"												\$224,000.00		
		Phelan Road (Baldy Mesa / Shasta)	P6-9,300 LF (12") replace 6"												\$1,636,800.00		
		Highway 138 / Ponderosa / Pine Tree	P7-8,300 LF (12") replace 6"														
		Buckthorne Road (Highway 138)	P8-1,300 LF (12") replace 6"-8"														
		White Fox Trail (Minero / Pionero)	P9-1,300 LF (12") replace 6"														
		Acanthus Street (Bonaza / Palmdale)	P10-1,300 LF (12")														
		Pinero Road (Phelan Rd.)	P11-350 LF (12") replace 8"														
Mirage Road (Mango / Progress)	P12-2,500 LF (12")																
Sub-Total Master Plan CIP:				\$157,300.00	\$0.00	\$252,700.00	\$186,200.00	\$3,197,100.00	\$1,989,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,302,050.00		
Smithson Springs	6	Smithson Springs Canyon Tank and Pipeline	Construction (capture tank)				\$25,000.00										
Land	7	Future Expansion Sites (general)	Purchase			\$100,000.00											
Meters	8	Meter Replacement Program SP 1.5	Infrastructure														
			O & M	\$1,000,000.00	\$700,000.00												
Boosters	9	Booster Replacements	Infrastructure			\$135,000.00	\$135,000.00	\$135,000.00	\$135,000.00	\$135,000.00	\$135,000.00	\$135,000.00	\$135,000.00	\$135,000.00			
Reservoirs	10	Storage Tank - Tank at Well 2 Tank 3 (Prop. .5 MG) SP 1.1	Infrastructure					\$1,000,000.00									
Planning	11	Urban Water Management Plan	Report			\$25,000.00	\$15,000.00			\$25,000.00							
	12	Water Master Plan (update hydraulic model)	Report							\$88,000.00							
Sub-Total CIP (items 6-12):				\$1,000,000.00	\$700,000.00	\$260,000.00	\$175,000.00	\$1,135,000.00	\$135,000.00	\$248,000.00	\$135,000.00	\$135,000.00	\$135,000.00	\$135,000.00			
Sub-Total CIP (items 1-12):				\$2,862,300.00	\$8,950,000.00	\$3,712,700.00	\$2,811,200.00	\$4,332,100.00	\$2,124,200.00	\$248,000.00	\$135,000.00	\$135,000.00	\$135,000.00	\$6,437,050.00			

Phelan Pinon Hills Community Services District

Enterprise Capital Purchases

	No.	Item	Description											Notes		
				2022/2023	2023/2024	2024/2025	2025/2026	2026/2027	2027/2028	2028/2029	2029/2030	2030/2031	2031/2032		2032-2042	
Vehicles	13	Operations Vehicles / Equipment	Equipment													
			GM Vehicle (80% Enterprise)													
			Field Trucks	\$100,000.00	\$65,000.00	\$65,000.00	\$65,000.00	\$65,000.00	\$65,000.00	\$65,000.00	\$65,000.00	\$65,000.00	\$65,000.00	\$65,000.00		
Software & Hardware	14	Servers	Server						\$40,000.00					\$40,000.00	Updated from \$3,500 based on server and workstation upgrade recommendations	
Sub-Total (Capital Purchases):				\$100,000.00	\$65,000.00	\$65,000.00	\$65,000.00	\$65,000.00	\$105,000.00	\$65,000.00	\$65,000.00	\$65,000.00	\$65,000.00	\$40,000.00		
Total CIP and Capital Purchases:				\$2,962,300.00	\$9,015,000.00	\$3,777,700.00	\$2,876,200.00	\$4,397,100.00	\$2,229,200.00	\$313,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$6,477,050.00		

Agenda Item 6i

Discussion & Possible Action Regarding
Special Districts Risk Management
Authority's Board of Directors Election

MEMORANDUM

DATE: June 14, 2023

TO: Board of Directors

FROM: Don Bartz, General Manager
By: Kim Sevy, HR & Solid Waste Manager/District Clerk

SUBJECT: Discussion & Possible Action Regarding Election of Directors to the Special District Risk Management Authority's Board of Directors

STAFF RECOMMENDATION

For the Board to vote for up to three (3) candidates for SDRMA's Board of Directors and authorize staff to submit the ballot.

BACKGROUND

The Special District Risk Management Authority (SDRMA) Board of Directors 2023 Election began in January, with the opening of nominations. On May 11, 2023, SDRMA's Election Committee reviewed the nomination documents submitted by the candidates in accordance with SDRMA's Policy No. 2022-06 Establishing Guidelines for Director Elections. The Election Committee confirmed that (4) candidates met the qualification requirements, and those names are included on the Official Election Ballot.

The Board may vote for no more than three (3) candidates and each candidate may receive only one (1) vote per ballot. All ballots must be received by SDRMA on or before 4:30 p.m., Tuesday August 8, 2023. The candidates are as follows:

- ROBERT SWAN (INCUMBENT)
Director, Groveland Community Services District
- ACQUANETTA WARREN
Vice Chair, Local Agency Formation Commission for San Bernardino County
- JESSE CLAYPOOL (INCUMBENT)
Board Chair, Honey Lake Valley Resource Conservation District
- SANDY SEIFERT-RAFFELSON (INCUMBENT)
General Manager, Herlong Public Utility District

FISCAL IMPACT

None

ATTACHMENT(S)

SDRMA Ballot & Candidate Information



SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

2023 BOARD OF DIRECTORS ELECTION

OFFICIAL ELECTION BALLOT ATTACHED

This is an official election packet that contains items that require ACTION by your Agency's governing body for the selection of up to three (3) candidates to the SDRMA Board of Directors.

ELECTION PACKET ENCLOSURES

- Election Ballot Instructions
- Official Election Ballot (Action Required)
- Candidate's Statements of Qualifications (4)



SDRMA'S BOARD OF DIRECTORS ELECTION BALLOT INSTRUCTIONS

Notification of nominations for three (3) seats on the Special District Risk Management Authority's (SDRMA's) Board of Directors was mailed to the membership in January 2023.

On May 11, 2023, SDRMA's Election Committee reviewed the nomination documents submitted by the candidates in accordance with SDRMA's Policy No. 2022-06 Establishing Guidelines for Director Elections. The Election Committee confirmed that (4) candidates met the qualification requirements, and those names are included on the Official Election Ballot.

The Official Election Ballot along with a Statement of Qualifications as submitted by each candidate is posted to the SDRMA MemberPlus portal along with these instructions. Election instructions are as follows:

1. The Official Election Ballot must be used to ensure the integrity of the balloting process.
2. Print a copy of this ballot, then select up to three (3) candidates. Your agency's governing body must approve the Official Election Ballot at a public meeting. **Ballots containing more than four (4) candidate selections will be considered invalid and not counted.**
3. The signed Official Election Ballot MUST be sealed and received by mail or hand delivery at SDRMA's office on or before 4:30 p.m. on Tuesday, August 8, 2023 to the address below. Faxes or electronic transmissions are NOT acceptable.
Special District Risk Management Authority
Election Committee
1112 "I" Street, Suite 300
Sacramento, California 95814
4. The four-year terms for newly elected Directors will begin on January 1, 2024, and terminate on December 31, 2027.
5. Important balloting and election dates are:
 - **August 8, 2023: Deadline for members to return the signed Official Election Ballot.**
 - **August 9-11, 2023:** Ballots are opened and counted.
 - **August 10-11, 2023:** Election results are announced, and candidates notified.
 - **November 1-2, 2023:** Newly elected Directors are invited to attend SDRMA board meeting (Sacramento).
 - **January 2024:** Newly elected Directors are seated, and Board officer elections are held.

Please do not hesitate to contact SDRMA's Management Analyst Candice Richardson at crichardson@sdrma.org or 800-537-7790 if you have any questions regarding the election and balloting process.

OFFICIAL 2023 ELECTION BALLOT
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY
BOARD OF DIRECTORS

VOTE FOR ONLY THREE (3) CANDIDATES

Mark each selection directly onto the ballot, voting for no more than three (3) candidates. Each candidate may receive only one (1) vote per ballot. A ballot received with more than three (3) candidates selected will be considered invalid and not counted. All ballots must be sealed and received by mail or hand delivery at SDRMA on or before 4:30 p.m., Tuesday August 8, 2023. Faxes or electronic transmissions are NOT acceptable.

- ROBERT SWAN** (INCUMBENT)
Director, Groveland Community Services District

- ACQUANETTA WARREN**
Vice Chair, Local Agency Formation Commission for San Bernardino County

- JESSE CLAYPOOL** (INCUMBENT)
Board Chair, Honey Lake Valley Resource Conservation District

- SANDY SEIFERT-RAFFELSON** (INCUMBENT)
General Manager, Herlong Public Utility District

ADOPTED this ____ day of _____, 2023 by the:

at a public meeting by the following votes:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

APPROVED:

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Candidate* Bob Swan
District/Agency Groveland Community Services District (GCSD)
Work Address P.O. Box 350, Groveland CA 95321
Work Phone (209) 962-7131 Cell Phone (408) 398-4731

*The name or nickname and any designations (i.e. CPA, SDA, etc.) you enter here will be printed on the official ballot, exactly as submitted.

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

I have been a member of the SDRMA Board for two terms. I would like to be elected to a third term because:
1. As a board member of Groveland CSD, I am very aware of the great value that smaller districts get from their membership in SDRMA, and I'd like to continue to support the Authority's great member services.
2. While the organization continues to operate well, thanks to its experienced and motivated staff, we are once again going through a period of management change. I believe that Board continuity is particularly important at such a time.
3. The California re-insurance market continues to be challenging. I believe that my eight years of board experience will be helpful as we negotiate the potentially tricky economic future.
4. Personally, I feel that we have a very well-functioning and collegial Board, and I find it both challenging and enjoyable to be part of it.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

1. SDRMA Board: Member since 2016, presently Vice President. I am our representative on the CSDA Legislative Committee (and a member in my own right), and on the Alliance Executive Council.
2. Groveland CSD Board: Member since appointment in June 2013. I was Board President 2014-2018.
3. Member of Board of Southside Community Connections, which is a 501(c)(3) nonprofit in Groveland that provides transportation, educational, social and recreational services to seniors and differently-abled folks in the Groveland area. I was on this Board from 2018 through 2022, mostly as Treasurer.
4. Board Member (Treasurer) of Pine Cone Performers, a local community choral and acting group, since 2010.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

What special skills, talents, or experience (including volunteer experience) do you have? (Response Required)

Background: BS Physics, MS Computer Science. 3 years in USAF. 30 years in the semiconductor industry as engineer, engineering manager, business unit director.

Skills, etc.: Very familiar with financial reports and cost accounting. Working knowledge of computer and communications technology. In my work life, I managed geographically distributed organizations with up to 150 technical personnel and up to \$120 million in annual sales. I'm pretty good at helping groups work together to achieve consensus (or, failing that, acceptable compromise).

In recent years, most of my volunteer work has been in driving folks (who can't drive themselves) to medical appointments, shopping, and the like. This is one of the services of Southside Community Connections.

I'm also a pretty decent choral singer, but that's not relevant to this application.

What is your overall vision for SDRMA? (Response Required)

Our vision statement is "To be the exemplary public agency risk pool of choice for California special districts and other public agencies". To achieve this vision, I believe we must focus on:

(1) maintaining long-term financial stability, by ensuring that there is a fair allocation of cost versus risk across the membership, continuously evaluating the appropriate level of risk retention, and using creative ideas like our "captive" reinsurance agency to enhance our cash position.

(2) continue to expand our risk management training and assistance services. We have made significant improvements in this area by bring it internal to the Authority.

(3) continue to emphasize services to our core membership: small to mid-sized districts with limited options for insurance.

(4) ensure that SDRMA remains a desirable workplace, and maintain our highly-qualified and responsive staff.

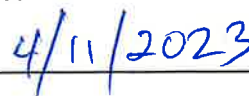
Above all, remember that this is an insurance pool, owned by its member agencies, and maintain an overarching focus on member service and support. Make certain that we will be here for our members.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature



Date



**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – **no attachments will be accepted**. No statements are endorsed by SDRMA.

Candidate* **ACQUANETTA WARREN**
 District/Agency **Local Agency Formation Commission (LAFCO) for San Bernardino County**
 Work Address **1170 W. Third Street, Unit 150, San Bernardino, CA 92415-0490**
 Work Phone **(909)388-0480** Home Phone

*The name or nickname and any designations (i.e. CPA, SDA, etc.) you enter here will be printed on the official ballot, exactly as submitted.

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

As a City Mayor I have been fortunate to serve on regional boards that include special district representation: San Bernardino Countywide Oversight Board and Southern California Water Coalition's Board of Trustees. I realize that special districts, especially the smaller districts, are not included in the conversation for a variety of matters. Currently, I serve on San Bernardino LAFCO and the California Association of LAFCOs, which do have robust special district representation. I believe that my skills, experience, and understanding can contribute to SDRMA. Specifically, I want to contribute by developing programs that would help member agencies maximize their protection and minimize their risks.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

I currently serve as mayor for the City of Fontana. This is my fourth term, and my focus has been bolstering economic development, creating educational opportunities, improving public safety, and advocating for a healthier community. As mayor, I have been fortunate to serve on:

- San Bernardino LAFCO since 2014, serving currently as Vice Chair of the Commission. I am also a Board Member of the statewide organization of LAFCOs, CALAFCO, serving as Treasurer
- San Bernardino County Transportation Authority: Board of Directors, General Policy Committee, and Transit Committee
- San Bernardino County Racial Equity Committee for the San Bernardino Council of Governments
- San Bernardino Countywide Oversight Board

In addition, I am the current Chair for the Southern California Water Coalition's Board of Trustees as well as Co-Chair of its Task Force for Water Equity, Access, and Affordability.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

**What special skills, talents, or experience (including volunteer experience) do you have?
(Response Required)**


Aside from being Mayor for the City of Fontana, I am currently the District Director for the Second Supervisorial District for San Bernardino County and I coordinate district services and communications with constituents, I oversee community outreach efforts, as well as supervise district staff.

In addition to local-level involvement, I have served on the State Park Commission and as a trustee of the United States Conference of Mayors, an official non-partisan organization of cities in the United States with populations of 30,000 or more. I have also served in community organizations such as Water/Recycled Water Projects and Development Processing for New Communities, Casa Colina Rehabilitation Hospital Board of Directors, and the Upland YMCA Board of Directors.

What is your overall vision for SDRMA? (Response Required)

My vision for SDRMA is to ensure that it continues to be the best risk management agency, who will continue to listen and communicate with its member agencies. I would strive to make sure SDRMA continues to provide excellent service, provide educational and training programs that are beneficial to its member agencies, and offer more resources that add value to its members. Lastly, I want to make sure SDRMA operates in the highest ethical manner with complete transparency.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature  Date 4/25/2023

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Candidate* Jesse D. Claypool
District/Agency Honey Lake Valley Resource Conservation District
Work Address USDA Service Center 170 Russell Avenue, Suite C, Susanville, CA 96130
Work Phone 530-257-7271 Cell Phone 530-310-0232

*The name or nickname and any designations (i.e. CPA, SDA, etc.) you enter here will be printed on the official ballot, exactly as submitted.

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

My interest for being on the SDRMA Board of Directors is because I believe it is imperative for there to be a knowledgeable and experienced voice on the Board with the perspective of the small to mid-size special district. In addition, I am eager to continue working with SDRMA staff and fellow Board members, providing relevant and affordable solutions, available to all special districts.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

The vast amount of understanding and experience that I've gained as a current member of the SDRMA Board of Directors will undoubtedly aide as I continually strive to be an increasingly effective member of the SDRMA Board of Directors going forward.

In addition to being a current SDRMA Board member, I am currently Chairman of the Board for the Honey Lake Valley Resource Conversation District and a board member of a Regional Water Managment Group. Previously I have served on the following, Lassen County's Civil Grand Jury, two terms, CSDA Professional Development committee, two terms, Janesville Union School District trustee, Technical Advisory Committee for the prevention of violence against schools K-12, two terms, and CSDA Member Services committee, two terms.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**


What special skills, talents, or experience (including volunteer experience) do you have? (Response Required)

I have attended various board member trainings and completed leadership and governance classes, including the following; CSDA's Extraordinary Leadership Training and CSDA's Special District Leadership Academy. I have received CSDA's Recognition in Special District Governance certificate and successfully completed Executive Education in Public Policy at University of Southern California, Sol Price School of Public Policy.

What is your overall vision for SDRMA? (Response Required)

My continued vision for SDRMA is to be effective within the communities they serve. With focused attention to affordable solutions, administered by a team of highly dedicated professional staff, SDRMA will continue to be an industry leader providing affordable solutions to its members.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature  Date 4/20/2023

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – **no attachments will be accepted.** No statements are endorsed by SDRMA.

Candidate* Sandy Seifert-Raffelson
District/Agency Herlong Public Utility District
Work Address P O Box 115, Herlong CA 96113
Work Phone (530)827-3150 Cell Phone (530)310-4320

*The name or nickname and any designations (i.e. CPA, SDA, etc.) you enter here will be printed on the official ballot, exactly as submitted.

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

I am a current Board member of SDRMA and feel that I have added my financial and general manager background to make a better-informed decision for SDRMA members. As a Board member, I continue to Improve my education of insurance issues and look forward to representing small District's and Northern California as a voice on the SDRMA Board. I feel I am an asset to the Board with my degree in Business and my 35 plus years' experience in accounting and special districts.

I understand the challenges that small District face every day when it comes to managing liability insurance, worker's compensation and health insurance for a few employees with limited revenue and staff. My experience in small districts give me an appreciation of the importance of risk management services and programs, especially for smaller District that lack expertise within.
I feel I am an asset to this Board, and would love a chance to stay on 4 more years!

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

While serving on the SDRMA Board, I have been privilege to be Secretary of the Board, Vice-President and currently President. I have served on CSDA's Audit and Financial committee's for several year; I have served on the SRLF Board and current President; Northeastern Rual Health Clinic Board; Fair Board; School and Church boards; 4-H Council and leader for 18 years; and UC Davis Equine Board. In the past 30 years, I have learn that there is no "I" in Board and it can be very rewarding to part of a team that makes a difference for others.

As part of my many duties working for Herlong PUD, I worked to form the District and was directly involved with LAFCo, Lassen County Board of Supervisors and County Clerk to establish the initial Board of Directors and first policies for HPUD. I have administered the financial portion of 2 large capital improvement projects with USDA as well as worked on the first ever successful water utility privatization project with the US Army and department of Defense. I am currently in the middle of a 14 million infrastructure project with SRF monies. I am also the primary administrator of two federal contract for utility services.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

What special skills, talents, or experience (including volunteer experience) do you have? (Response Required)

I have my Bachelor's Degree in Business with a minor in Sociology. I have audit small districts and worked for a small district for almost 18 years. I am a good communicator and organizer. I have served on several Boards and feel I work well within groups or special committee. I am willing to go that extra mile to see things get completed.

I believe in recognition for jobs well done. I encourage incentive programs that get members motivated to participate and strive to do their very best to keep all losses at a minimum and reward those with no losses.

With HPUD and with SDRMA both boards and employees have worked hard to receive their District of Distinction and their District of Transparency.

I feel I am a good leader with people skills that can accomplish what is necessary to keep a District or JPA moving forward.

What is your overall vision for SDRMA? (Response Required)

SDRMA Staff and Board work together to bring Special Districts affordable insurance for the pool they serve. By

listening to the needs of all California Special Districts and meeting those needs at a reasonable price that Special Districts can afford. I would continue advocating for these continued efforts and rewarding continue education for all Districts and employees.

I see SDRMA pool continuing for centuries and serving those needs.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature *Janet Seifert Rappelson* Date 4/17/2023

Agenda Item 6j

Update on the Proposed Civic Center &
Phelan Park Expansion Projects



A. 4176 Warbler Road
P.O. Box 294049
Phelan, CA 92329
P. (760) 868-1212
F. (760) 868-2323
W. www.pphcsd.org

MEMORANDUM

DATE: June 14, 2023
TO: Board of Directors
FROM: Don Bartz, General Manager
By: Kim Sevy, HR & Solid Waste Manager/District Clerk
SUBJECT: Update on the Proposed Civic Center & Phelan Park Expansion Project

STAFF RECOMMENDATION

None

BACKGROUND

Staff will update the Board on the Proposed Civic Center and Phelan Park Expansion Project.

FISCAL IMPACT

None

ATTACHMENT(S)

None

Agenda Item 7

Committee Reports/Comments

PARKS COMMITTEE MEETING MINUTES

May 9, 2023

Phelan Community Center
4128 Warbler Road, Phelan, CA 92371
& Remotely Via Zoom or Conference Call

Board Members Present: Rebecca Kujawa, President (Chair)
Greg Snyder, Director

Board Members Absent: None

Staff Present: Steve Lowrance, Parks Supervisor
Jennifer Oakes, Executive Management Analyst

Guests/Public: None

Call to Order

President Kujawa called the meeting to order at 4:30 p.m.

Roll Call

All Committee Members were present at Roll Call.

1) **Approval of Agenda**

Director Snyder moved to approve the Agenda. President Kujawa seconded the motion. Motion passed unanimously.

2) **Public Comment** – None

3) **Approval of Minutes**

Director Snyder moved to approve the Minutes. President Kujawa seconded the motion. Motion passed unanimously.

4) **Review & Discussion Regarding Parks and Recreation Events & Programs**

Mr. Lowrance reviewed the parks and recreation events and programs.

5) **Update Regarding Phelan Park Expansion**

Mr. Lowrance provided an update on the on the park expansion project.

6) **Update on Phelan Farmers Market**

Rowena McDermott, Market Manager, provided an update on the farmer's market and current vendors. She noted that the market is continuing to thrive.

7) **Update on Teaching Garden**

Mr. Lowrance provided an update on activities and attendance.

- 8) **Staff Report**
A written report was included in the packet.
- 9) **Committee Comments**
Director Snyder encouraged community participation in the farmer's market.
- 10) **Review of Action Items**
 - a) **Prior Meeting** – Complete
 - b) **Current Meeting** – None
- 11) **Set Agenda for Next Meeting** – August 8, 2023
 - Discussion about Christmas Tree Lighting Ceremony
- 12) **Adjournment**
With no further business before the Committee, the meeting adjourned at 4:52 p.m.

Agenda materials can be viewed online at www.pphcsd.org

Agenda Item 8

Staff & General Manager's Report



Water Operations Manager's Report May 2023

Introduction

The Phelan Piñon Hills Community Services District (District) maintains a large water distribution system that includes over three hundred & forty miles of water lines. The following are District statistics and information related to the operations of this distribution system and the quality of the water supplied to District customers.

Summary

The District's water distribution system is in compliance with the State Water Resources Control Board- Division of Drinking Water, The Environmental Protection Agency, the Safe Drinking Water Act, Cal OSHA, and all other governing agencies.

Current chlorine demand has remained low and steady due to routine maintenance and flushing. Chlorine demand is found by subtracting the chlorine residual from the total chlorine added to the water system. A low chlorine demand indicates water-free or nearly free of pathogenic microorganisms.

Water Quality Samples

The following is a summary of all water quality samples collected this month and any pertinent information related to said samples.

TEST TYPE	NO. OF COLLECTIONS THIS MONTH	TESTING SCHEDULE	NOTES
Raw water and Bac-t samples	56 samples	Monthly	All in compliance, Sampled Weekly
General physical samples	6 samples	Monthly	All in compliance, Sampled Weekly
TTHM/HAA5	0 samples sets	Quarterly	All in compliance.
Title 22	1 sample sets	TBD	All in Compliance.
Inorganics	0 samples	Yearly	All in compliance.
Radiological (Gross Alpha)	0 samples	Every 3 Years	All in compliance.
Trichloropropane 1,2,3-TCP	0 samples	Quarterly	All in compliance.
Regulated VOC	0 samples	As needed	All in compliance.
Nitrate as N	4 samples	As needed	All in Compliance.
Chromium 6	2 samples	Quarterly	All in Compliance.
Secondary GP'S	1 samples	As needed	All in Compliance.
Uranium	1 samples	As needed	All in Compliance

Production and Service Order Report

The following is a summary of the District's water production and service orders for the current month.

Total Monthly Production	246.78 A. F. 9 % less than 2022
2022 Monthly Production	270.59 A. F.
USA's Marked	564
Service Orders Completed	629 service orders completed
Main/Service Line Leaks	29 service line leaks repaired. 1 Main line leak/ breaks repaired
Hydrant Repairs/Replacements	0 hydrant repaired/0 replaced
Residential Meters Sold	5
Commercial Meters Sold	0
YTD Total Meters Sold (Calendar)	12 (86 in 2022) (95 in 2021)
Construction Meters Out	3
Service Lines Replaced	0

Job Code Summary

Job Code	Total Completed
C-Lock - Lock	78
C-Read & Unlock-Open - Read & Unlock - Opening	3
C-Read & Unlock-OC-DM - Read & Unlock - Opening-OC-DM	42
D-Closing Read & Lck - Closing Read & Lock DO NOT USE	3
D-Closing Read-OC-DM - Closing Read & Lock-OC-DM DO NOT USE	3
M- Investigate Lock - Verify Meter Still Locked	22
M- Verify Acct Class - Verify Account Class	0
M- Water Audit - Audit Water Usage	2
M-Backflow - Backflow Information	0
M-Cost Estimate Req - Cost Estimate Request	1
M-Data - Data Log	2
M-Bees- Bees	1
M-Investigate Leak - Investigate Leak	2
M-Investigate No Wtr - Investigate No Water	3
M-Lock No N/O Info - Meter Locked No New Owner Info	0
M-Low/No Consumption - Investigate Low/No Consumption	13
M-Meter Leaking - Meter Leaking	0
M-Meter UTL - Buried - Meter UTL - Buried	0
M-Pressure Ck Hi-Low - Pressure Check Hi-Low	0
M-R/R Angle Stop - Repair/ Replace Angle Stop	2
M-R/R Gate Valve - Repair/ Replace Gate Valve	5
M-Read - Read (do not update Read)	0
M-Repair Svc Line - Repair Service Line	29
M-Repair/Install Box - Meter Box	0
M-Replace Serv Line - Replace Service Line	0

M-Stake Meter Loc - Stake Meter Location	11
M-Status - Status	2
M-Turn off-Cust Req - Turn off - Customer Request	2
M-UNLOCK – UNLOCK	26
M-Verify Leak Repair - Verify Leak Repaired	2
M-Water Loss Leak - Door Hanger Water Loss Leak	6
M-Water Quality Taste - Water Quality - Taste	3
S- Replace Register - Register Not Sending Signal	285
S- Meter Downsize - Meter Downsizing	0
Service Change - Service Status Change	0
S-Replace Mtr & Reg - Replace Entire Meter Max Life Usage	0
S-Replace Reg Hotrod - Replace Register Hotrod Died	3
S-Replace Register - Replace Register Mueller	0
S-Replace Mtr- Replace Entire Meter Bottom Seal Leaking	7
Grand Totals	629

Summary of Current Projects

The following is a brief summary of all current and completed projects for the reported period

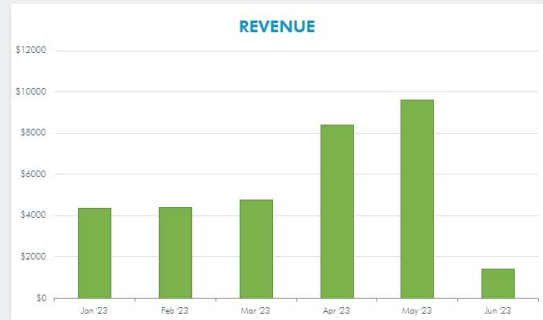
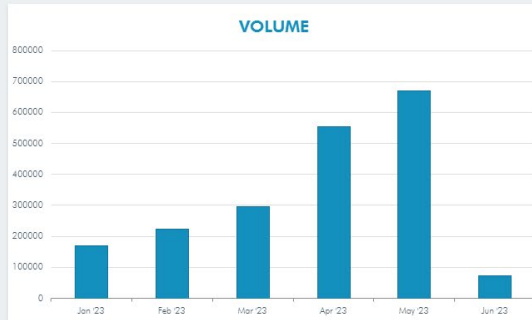
- Well Soundings at all wells are being done monthly
- Well 14 Production for April 0.19 AF, YTD .89 AF @ \$1055 per AF replacement C/Y 2023
- Valves and Hydrants Maintenance: 0 hydrants flushed and painted YTD Total-63
- Service line replacement program on target to meet current established goals. 6 Replaced Calendar Year to Date, 52 Replaced Fiscal Year to Date
- Air-Vac maintenance & flushing program-0 Flushed & Maintenance YTD-0 of 336 Total Project 0% Complete
- Cla-Val automatic controls valves being systematically rebuilt as a water conservation measure- 19 Complete YTD Water savings from this project is 17 GPM and counting in conjunction with operational efficiency @ 7MG
- Water Meter Replacement Project- 4874 of 7204 Replaced – 68 % Complete
- Tank 1C-2 Interior coating sand, blast, re-coat- 50% Complete
- Outfitting & Equipping of Mountain well (Well 17)- 90% Complete
- Drilling, Outfitting, and Equipping of Well # 15- 50% Complete (Started 12/5/22)
- Pipeline Protection Project phase 3- Sonora Rd between Phelan Rd & Hollister- 100% Complete
- Pinon Hills Pipeline Project- 1,270' on Pinon Hills Rd- 100% Complete

Projects Completed

- Well 15 Pipeline 5900' of 12" Ductile Iron Installed -100% Complete.
- Booster 3A-B Suction can hole repair- 100% Complete
- Well Meter and inter-tie Meter annual accuracy program FY 22/23- 100 % Complete
- Electrical Efficiency test performed @ every booster and well within the District- 100% Complete with summaries of notable replacements attached
- Oil Changes and greasing at all district wells 100% Complete Boosters 100 % Complete
- 0 Valves Turned this month as part of the district Valve Exercising Program, 41 Year to Date Turned of 4291
- 148 Dead ends flushed of 317 = every year no matter what < No goal, this is mandatory
- 1936 hydrants = 49 flushed this Year to Date 162 Painted Goal is 968 annually, this is done Bi-Annual
- Tank washouts of 10&11, 3B,2A-1,4B,3A,2A,4A,5A,1A-2 Complete
- Well 6B pedestal raised to 24", discharge piping replaced 100% Complete

TOTAL ACCUMULATED VOLUME
1,982,467 Gallons

TOTAL ACCUMULATED REVENUE
\$32,954.39





Phelan Piñon Hills Community Services District

4176 Warbler Road - PO Box 2940449 - Phelan, CA 92329-4049 - (760) 868-1212 - Fax (760) 868-2323

Assistant General Manager / CFO's Report

May 2023

FINANCIAL DATA:

Enterprise Fund (Water Operations)				
	May	YTD	Total Budget	% of Total Budget
Operational Revenue	\$626,286.13	\$6,649,382.15	\$8,287,548.92	80%
Operational Expenses	\$609,692.64	\$7,670,413.13	\$8,329,076.79	92%
Net Income (Loss)	\$16,593.49	-\$1,021,030.98	-\$41,527.87	2459%
Non-Operational Revenue	\$201,806.65	\$2,732,834.37	\$1,763,046.40	155%
Non-Operational Expenses	\$0.00	\$44,057.43	\$974,919.08	5%
Net Income (Loss)	\$201,806.65	\$2,688,776.94	\$788,127.32	341%
Total Revenue	\$828,092.78	\$9,382,216.52	\$10,050,595.32	93%
Total Expense	\$609,692.64	\$7,714,470.56	\$9,303,995.87	83%
Total Net Income (Loss)	\$218,400.14	\$1,667,745.96	\$746,599.45	223%

Capital Outlay/Principal Pmts/C6 **\$3,384,667.03** **\$4,642,476.34**

Government Funds (Parks, Street Lighting, Solid Waste & Recycling)				
	May	YTD	Total Budget	% of Total Budget
Operational Revenue	\$76,645.86	\$699,953.64	\$531,667.30	132%
Operational Expenses	\$59,487.50	\$747,925.08	\$916,645.95	82%
Net Income (Loss)	\$17,158.36	-\$47,971.44	-\$384,978.65	12%
Non-Operational Revenue	\$72,912.83	\$1,906,418.35	\$1,528,448.08	125%
Non-Operational Expenses	\$53.40	\$495,603.59	\$159,510.88	311%
Net Income (Loss)	\$72,859.43	\$1,410,814.76	\$1,368,937.20	103%
Total Revenue	\$149,558.69	\$2,606,371.99	\$2,060,115.38	127%
Total Expense	\$59,540.90	\$1,243,528.67	\$1,076,156.83	116%
Total Net Income (Loss)	\$90,017.79	\$1,362,843.32	\$983,958.55	139%

GOVERNMENT FUNDS:	General	Parks and Rec	Street Lighting	Property Tax	Solid Waste	Total
Revenue YTD	374,247.61	157,283.90	426.65	1,742,610.55	331,803.28	2,606,371.99
Expense TYD	601,358.70	498,306.03	18,293.36	-30,124.82	155,695.40	1,243,528.67
Total Net Income (Loss)	-227,111.09	-341,022.13	-17,866.71	1,772,735.37	176,107.88	1,362,843.32

	Enterprise	Government	Total
Cash Available	\$10,827.96	\$8,904,682.49	\$8,915,510.45
Cash Reserves	\$17,753,564.40	\$686,392.00	\$18,439,956.40
Total Cash	\$17,764,392.36	\$9,591,074.49	\$27,355,466.85

ADMINISTRATIVE DATA: May 2023

	February	March	April	May
Water Consumption (HCF):				
2022/2023	65,255	65,610	56,486	89,057
2021/2022	49,741	70,581	87,630	96,898
2020/2021	50,652	72,618	85,842	153,447
Meters In Ground:				
	7234	7244	7244	7247
Meter Permits Issued:				
	1	3	0	5
Lock-offs:				
	84	74	84	79

Customer Service A/R Activities	May Quantity		May \$ Received	
Payments				
Cash	512	9.02%	\$72,494.13	10.93%
Check	852	15.00%	\$211,948.07	31.95%
Credit Card (counter)	185	3.26%	\$31,999.05	4.82%
Mail (checks)	1,111	19.56%	\$77,592.26	11.70%
Online (credit card)	3,019	53.16%	\$269,299.34	40.60%
TOTAL	<u>5,679</u>	<u>100.00%</u>	<u>\$663,332.85</u>	<u>100.00%</u>

Payments Received and Processed	May Quantity	Enterprise	Government
Water	5,656	5,656	
Gvmt (Rentals, Classes, Franchise fee, et	23		23
	<u>5,679</u>	<u>5,656</u> 99.6%	<u>23</u> 0.4%

Customer Service Other Activities	May Quantity	Enterprise	Government
Service Orders Processed	583	583	
Assisted Customers at Counter	1,549	1,526 98.5%	23 1.5%
	<u>2,132</u>	<u>2,109</u>	<u>23</u>

Agenda Item 9

Director Reports

Philips

- May 22, 2023 - ASBCSD Each District was given several minutes to share what their Districts are doing.
- May 23, 2023 – Mojave Water Agency’s Wonders of Water (WoW) workshop on the history of the adjudication and the roll of the Watermaster.

Water Management for a Sustainable Future

Presenter: Jeff Ruesch
Watermaster Services Manager

Tuesday, May 23, 2023



◆ About Mojave Water Agency

- Formed in 1960 by election and State Legislature
- Agency area is about 4,900 square miles and governed by seven elected Directors representing different divisions
- We manage the groundwater resources in the High Desert
- State Water Contractor
- Mojave Basin Area Watermaster

◆ Our Purpose

The agency may do any and every act necessary to be done so that sufficient water may be available for any present or future beneficial use or uses of the lands or inhabitants of the agency...

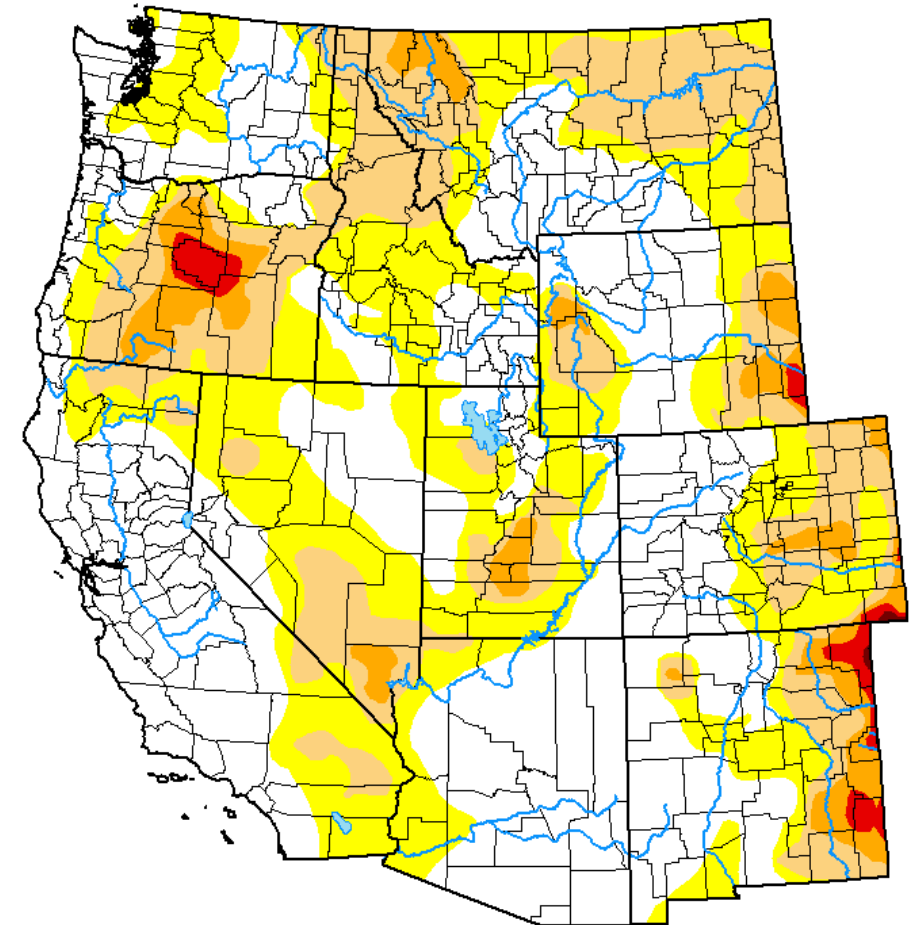
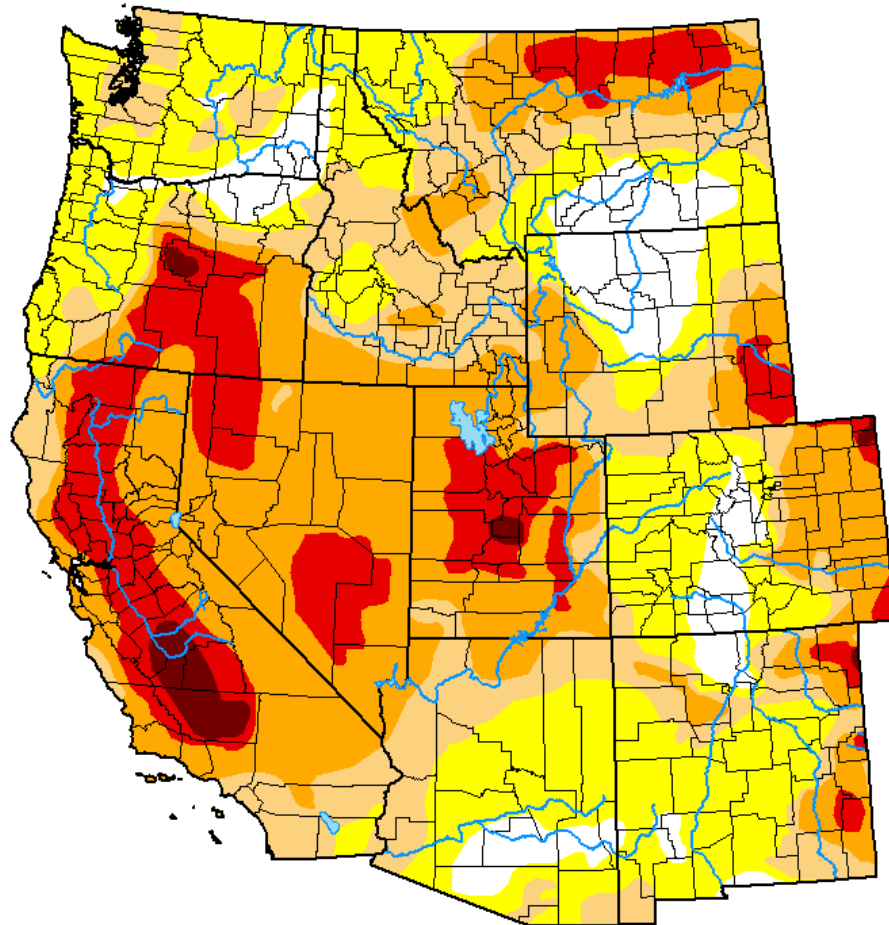
MWA Act Sec. 15. (a)



Drought

December 27, 2022

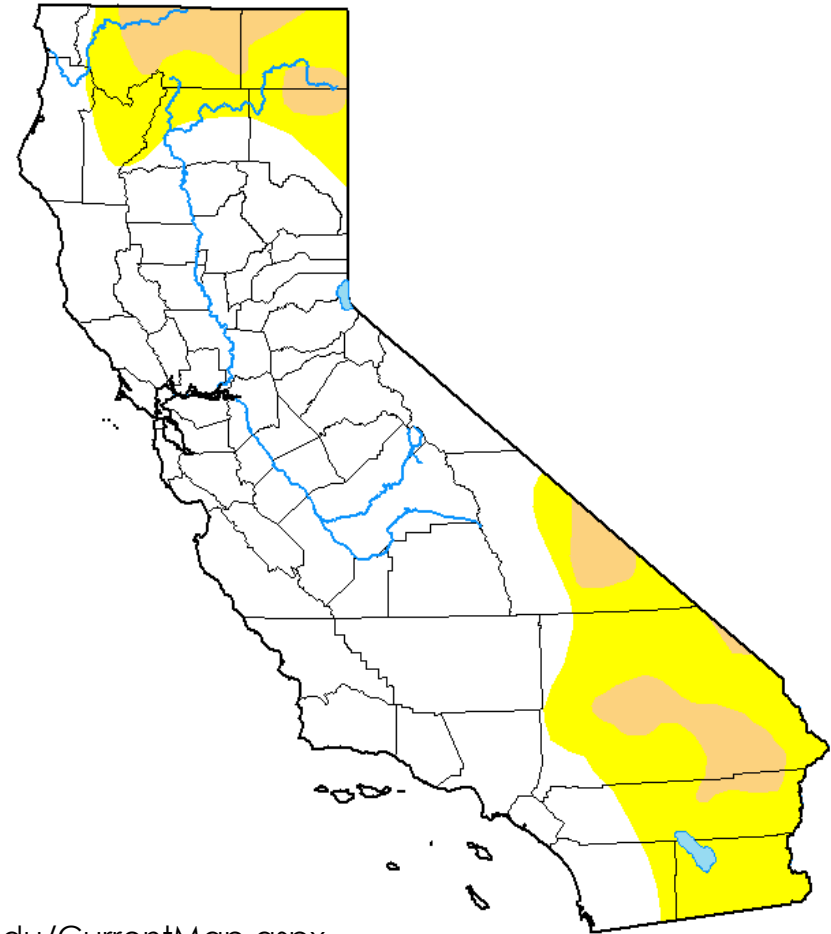
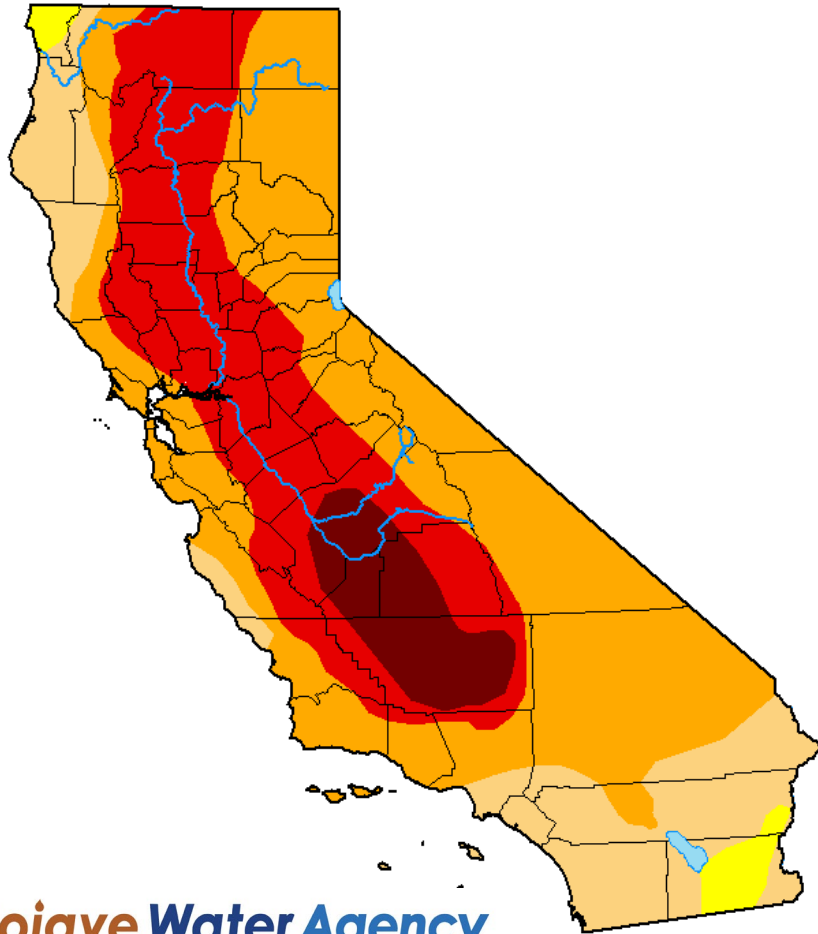
May 2, 2023



Drought

December 27, 2022

May 2, 2023



◆ Drought

2023



LA Times

+ Follow

'Nature gave us a lifeline': Southern California refills largest reservoir in dramatic fashion

Story by Hayley Smith • Tuesday

Trillions of gallons have soaked California. Is this the state's wettest winter ever?



[Doyle Rice](#)



San Francisco Chronicle

9, 2023 | Updated 5:41 p.m. ET March 29, 2023

CLIMATE

'We're looking really, really good': Bay Area water agencies end water restrictions, drought surcharges

California's wet winter has shored up water supplies across most of the state and prompted customers.



[Kurtis Alexander](#)

March 29, 2023 | Updated: March 29, 2023 10:25 a.m.

This winter was wetter than usual from California to Minnesota



Alex Fitzpatrick, Erin Davis

◆ Drought

2023

City of Lompoc to continue water conservation measures despite many weeks of rain

The screenshot shows the East Bay Municipal Utility District (EBMUD) website. At the top, there is a navigation bar with the EBMUD logo, the text "EAST BAY MUNICIPAL UTILITY DISTRICT", a "100" anniversary logo, and a search bar labeled "Search EBMUD ...". Below the navigation bar are links for "Customers", "Water", "Wastewater", "Recreation", and "About us". The main content area features a breadcrumb trail: "Home / About us / News / Press releases / EBMUD further eases drought restrictions and focuses on long-term conservation". The date "Oakland, April 25, 2023" is displayed below the breadcrumb. The article title is "EBMUD further eases drought restrictions and focuses on long-term conservation".

EBMUD further eases drought restrictions and focuses on long-term conservation



COUNTY OF SONOMA

Board of Supervisors ends drought emergency, urges public to continue water-saving habits

SANTA ROSA, CA | April 18, 2023

◆ California Snowpack

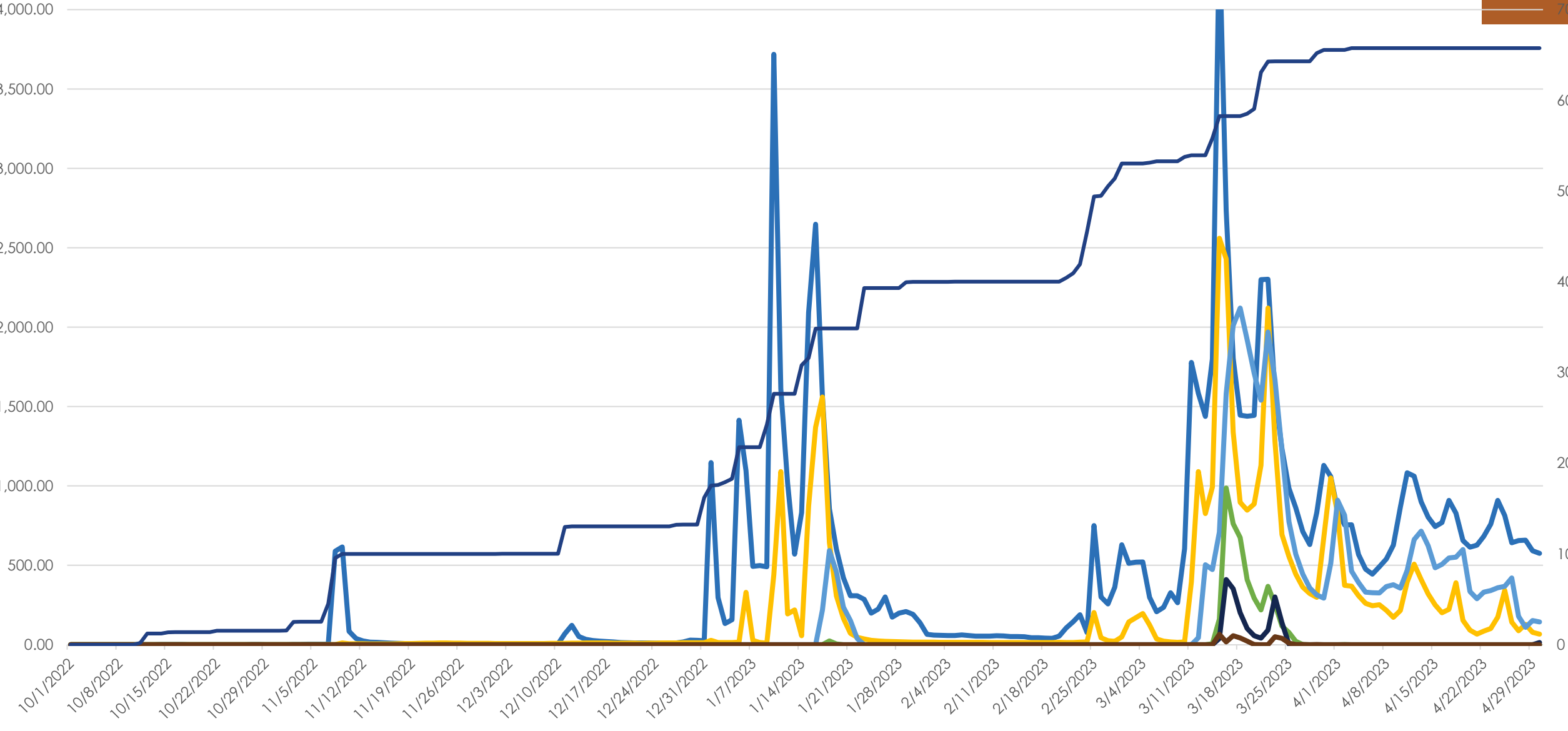
Month	Snow Inches	Water Inches	Percent of Average
January	55.5	17.5	72%
February	85.5	33.5	137%
March	116.5	41.5	170%
April	126.5	54	221%
May	59	30	241%



Preliminary USGS Mojave River Streamflows for 2022-23 Water Year

2023

70



◆ Is the drought over?

- "Are we out of the drought? Is the drought over in the state of California? I want to affirm your instinct that it should be, it feels like it is. It is - and continues to be - complicated. And I know that's disappointing for some because it would be nice to have a governor say the drought is over."
Gavin Newsom March 24, 2023



◆ Is the drought over?

- "Is the drought over? Are we going back to normal? I would say no. It's really adjusting to a new normal...We need to move beyond this idea that we use water in a traditional way, and then when there's a drought, we conserve water...we need to adjust our infrastructure, our management, to capture water during wet winters like this for use during longer drought periods."

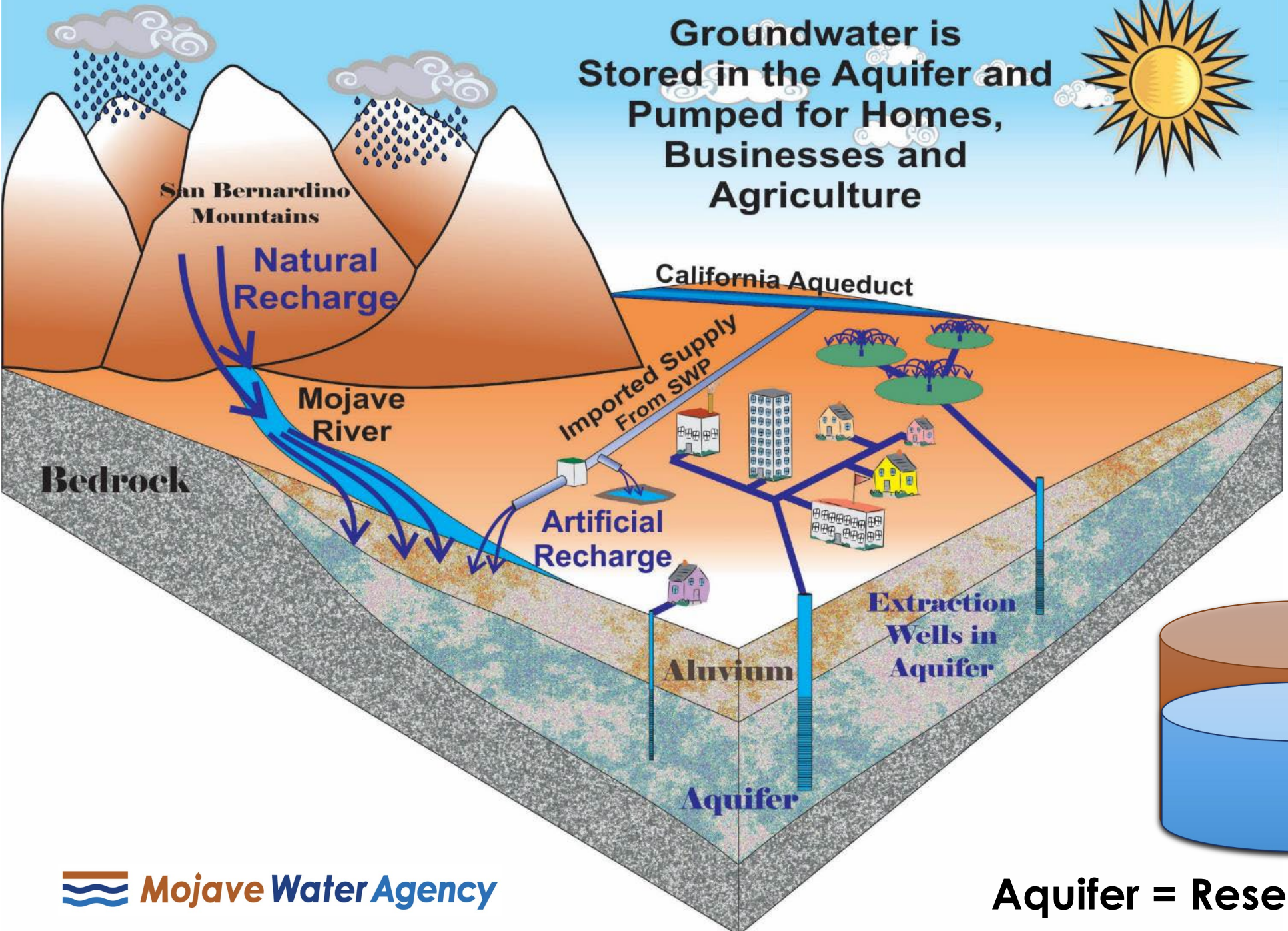
Wade Crowfoot (CA Secretary for Natural Resources) March 23, 2023

◆ Is the drought over?

- “In many ways, the drought is over.”
“This drought is over, I should say.”
Dr. Jay Lund with the UC Davis Center for Watershed Services

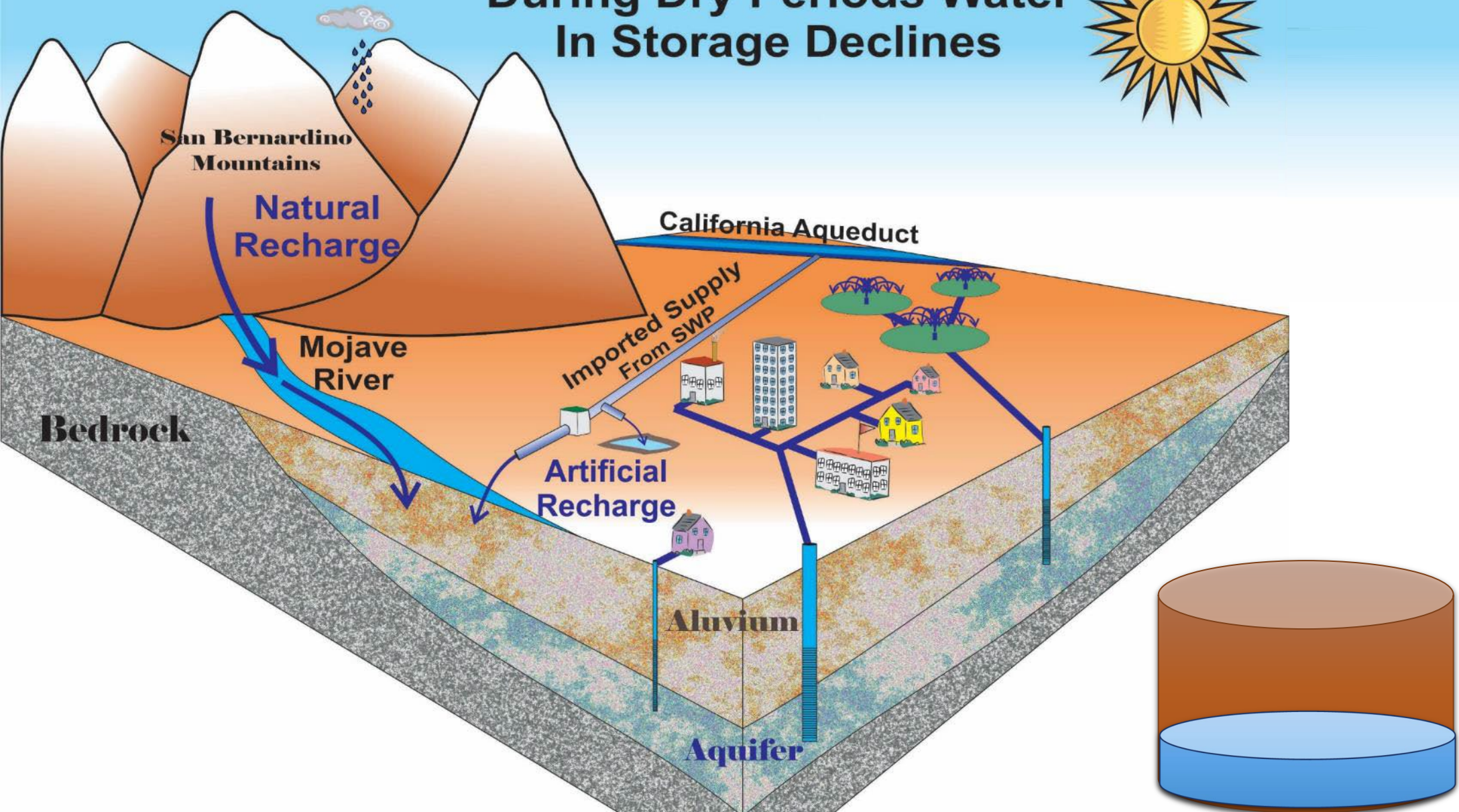


Groundwater is Stored in the Aquifer and Pumped for Homes, Businesses and Agriculture



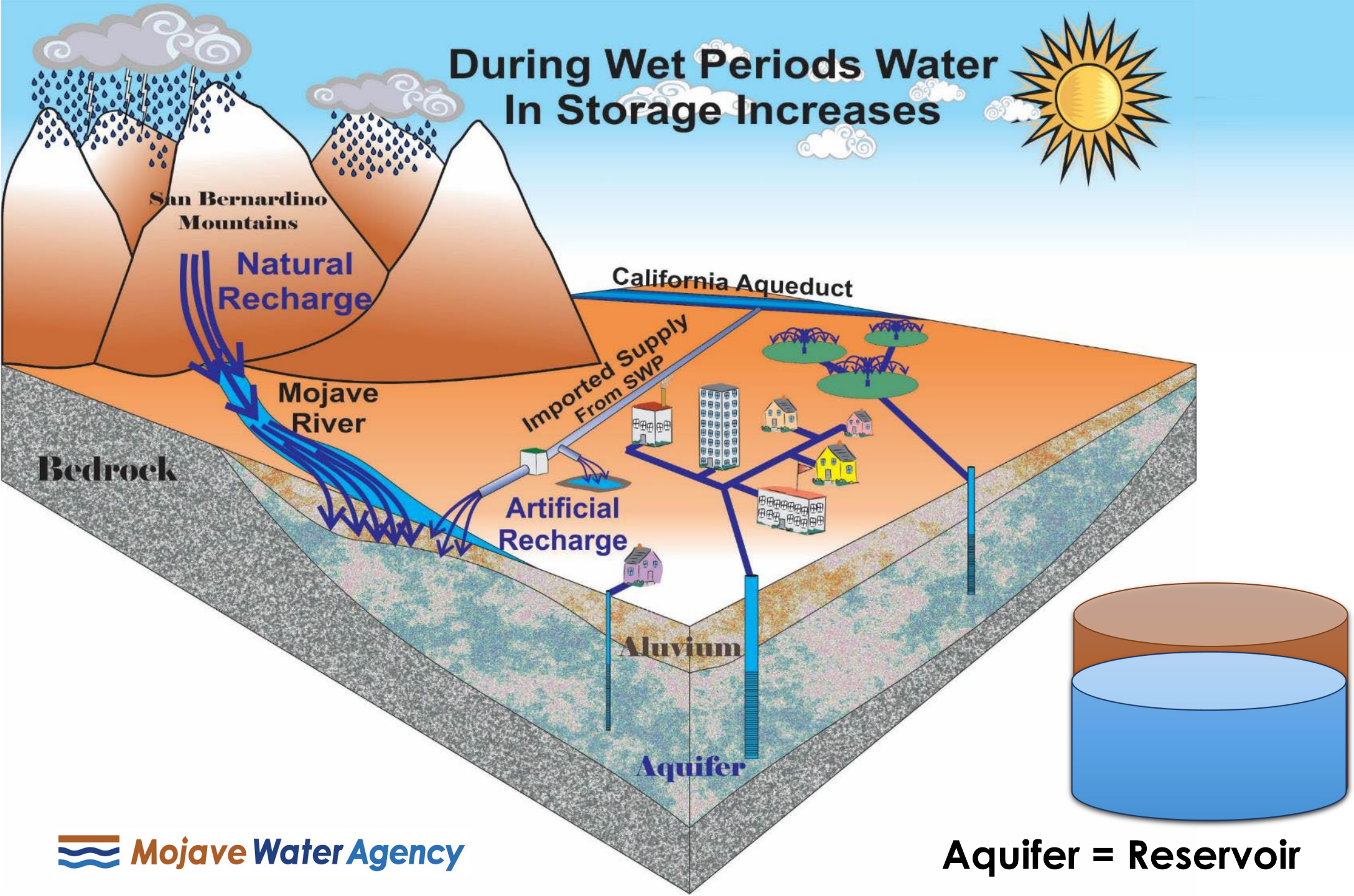
Aquifer = Reservoir

During Dry Periods Water In Storage Declines

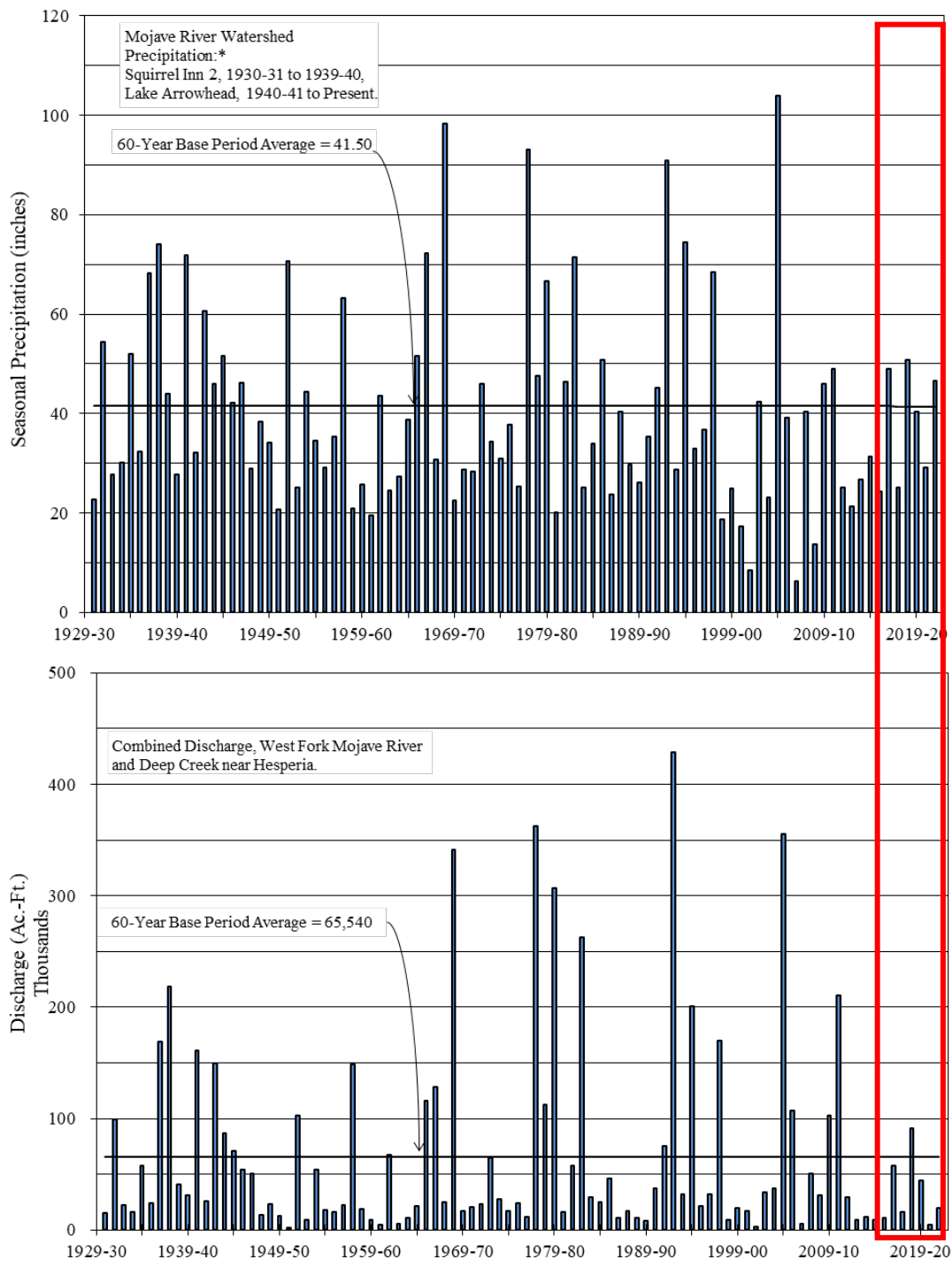


Aquifer = Reservoir

During Wet Periods Water In Storage Increases

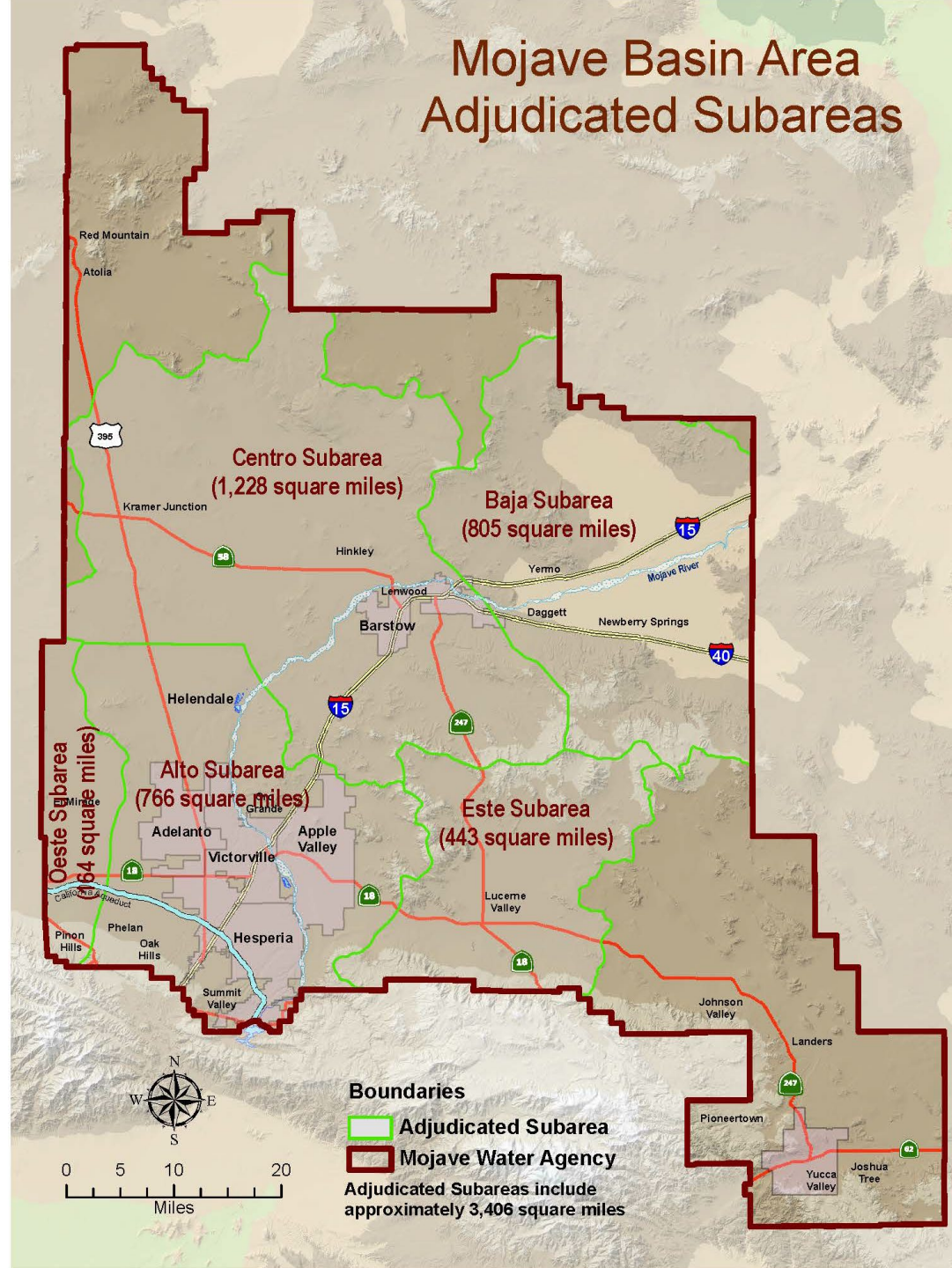


Aquifer = Reservoir



Adjudication

The Mojave Basin Area covers about 3,400 square miles and is organized into 5 unique Subareas to Administer under the Judgment



◆ What is an Adjudication?

- “Ad-ju-di-cate: To hear and settle (a case) by judicial procedure.”
- The Adjudication was the process in City of Barstow et. al vs. the City of Adelanto et. Al, January 10, 1996
- The Judgment was the product
- The Superior Court is a court of equity and has continuing jurisdiction
- As a result of the Judgment, the entire water supply of the Mojave Basin Area was adjudicated by the Court.

Why did we Adjudicate?

- To determine how to allocate the available water supply (surface or groundwater)
- A “fair” way to determine who will pay for imported water
- It has the power of “law” behind it and a Court readily available to handle disputes
- Certainty in water supply
- Adjudications are a widely used water management tool (26 Southern California groundwater basins)

Brief History of the Adjudication

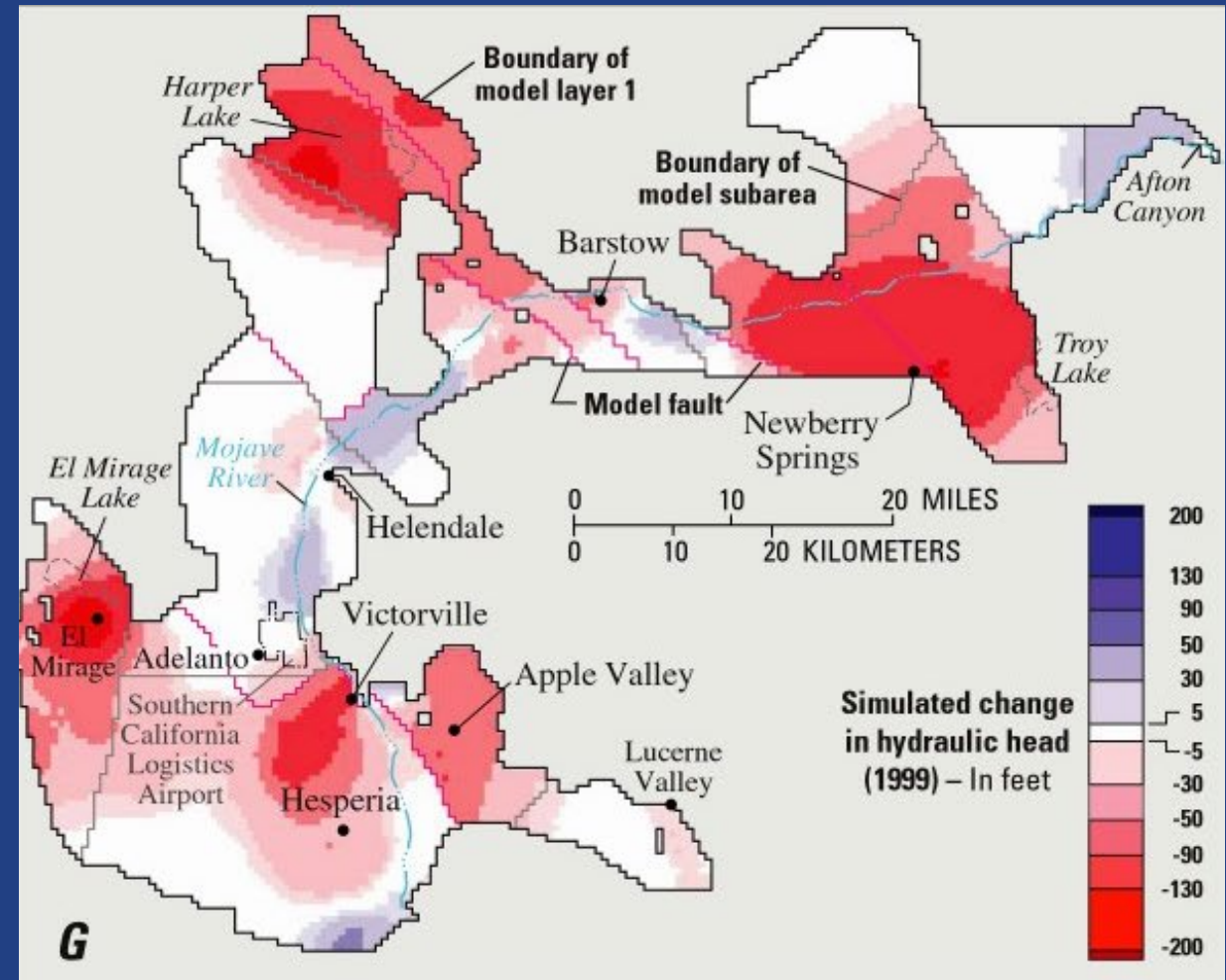
- Overdraft commenced in 1950s
- An early attempt to adjudication failed (1964-73)
- May 1990 Barstow Filed a lawsuit In San Bernardino Superior Court
 - Names pumpers >10 acre-feet upstream (“instream adjudication”)
 - Claims development and pumping in the Victor Valley reduced Barstow’s water supply
 - Demands delivery of 30,000 AFY surface flow measured at Barstow Gage
 - Demands MWA be compelled to import water
 - MWA Files Cross Complaint in 1991 and case moved to Riverside Superior Court

The Adjudication Process was Complicated

- Geology and Hydrology are complex
- The area is large, and the parties are numerous
- Mistrust of MWA and among parties
- Downstream parties blamed upstream development for their problems
- Parties wanted to preserve historic uses

A USGS model showed that overdraft lowered water levels up to 200 feet from 1931-1999

WRIR 01-4002 (published in 2001)



Reaching Judgment

- Interim Judgment entered in 1993
- Trial in 1995
- “Final” Judgment entered in 1996
- Judgment was appealed by Jess Ranch and Cardozo Group
- Appellate Court rules in favor (in part) of Jess Ranch and Cardozo Group (1998)
- Supreme Court rules for Cardozo group but also affirms the physical solution for the stipulating parties
- Settlement with Cardozo Group and Jess Ranch

Judgment and Physical Solution

- MWA appointed as Watermaster
- MWA assigned task of building facilities (pipelines, recharge basins, administration)
- Provide a reliable and sustainable long-term water supply
- Mechanism to purchase imported water
- Watermaster was not given much discretion by the Judgment
 - Parties wanted a non-political decision-making process

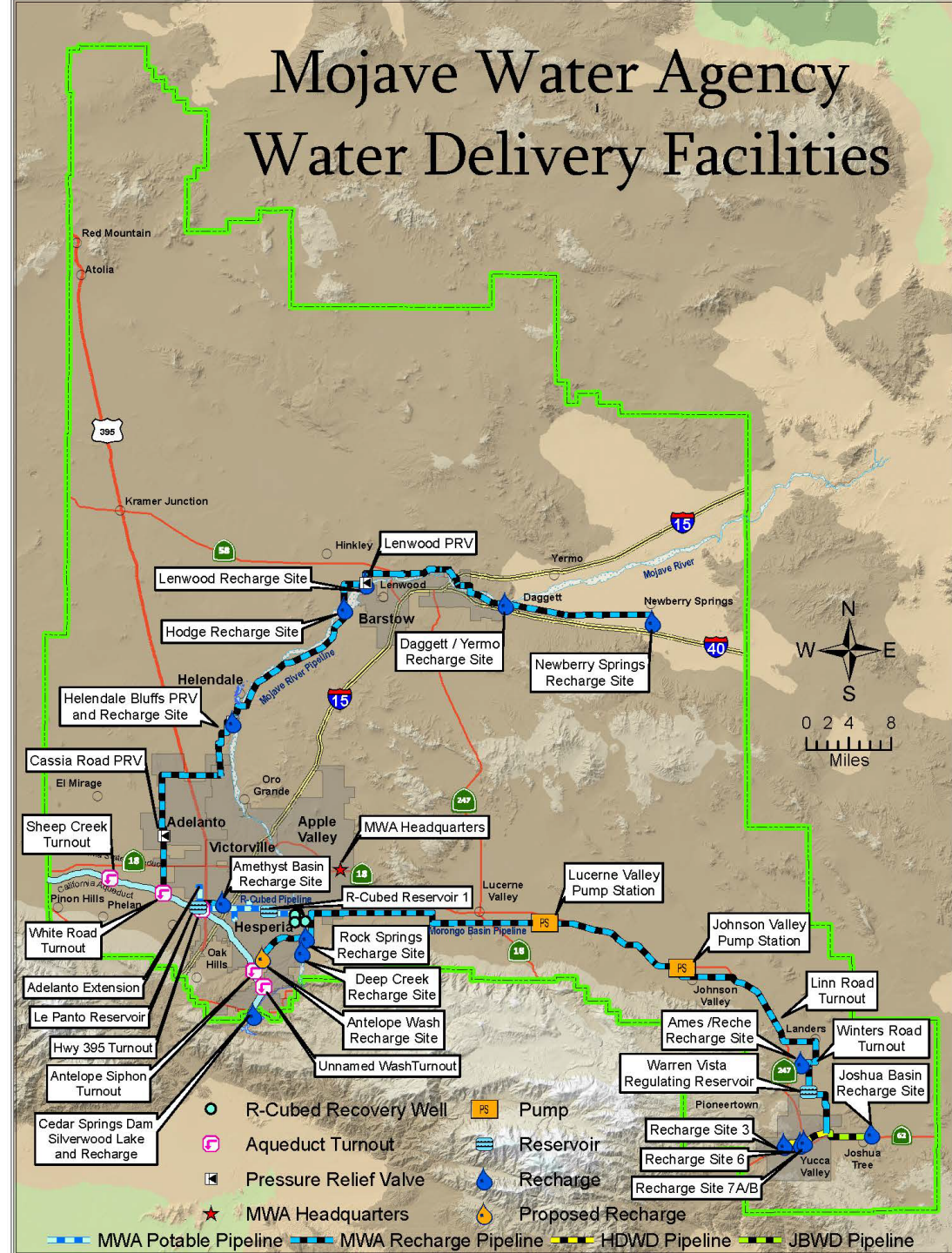
Key Pieces of the Judgment, “The Physical Solution”

- Overdraft was declared by the Court in the five Subareas
- Judgment formed the basis of Parties’ Production Rights (highest year of use, 1986-90)
- Transferability of Production Rights
- Administrative Assessments
- Biological Resources Assessments
- “Rampdown” to achieve balance
 - Specific to each Subarea
 - Goal to balance Free Production Allowances with Production Safe Yield in each Subarea of the basin

Key Pieces of the Judgment “The Physical Solution”

- Subarea Obligations
 - Surface and subsurface
 - Makeup Water Obligations
 - One Subarea cannot cause depletion of supply to another Subarea
- Replacement Obligations
 - Parties have responsibility to offset production in excess of production rights
 - Replacement water purchases or water transfers
 - Fundamental purpose of the Judgment was to create a mechanism for Watermaster to raise money to purchase imported water supplies to arrest overdraft and provide a reliable long-term water supply

Water from the State Water Project Augments Local Supplies



Watermaster's and MWA's organizational role in the Judgment

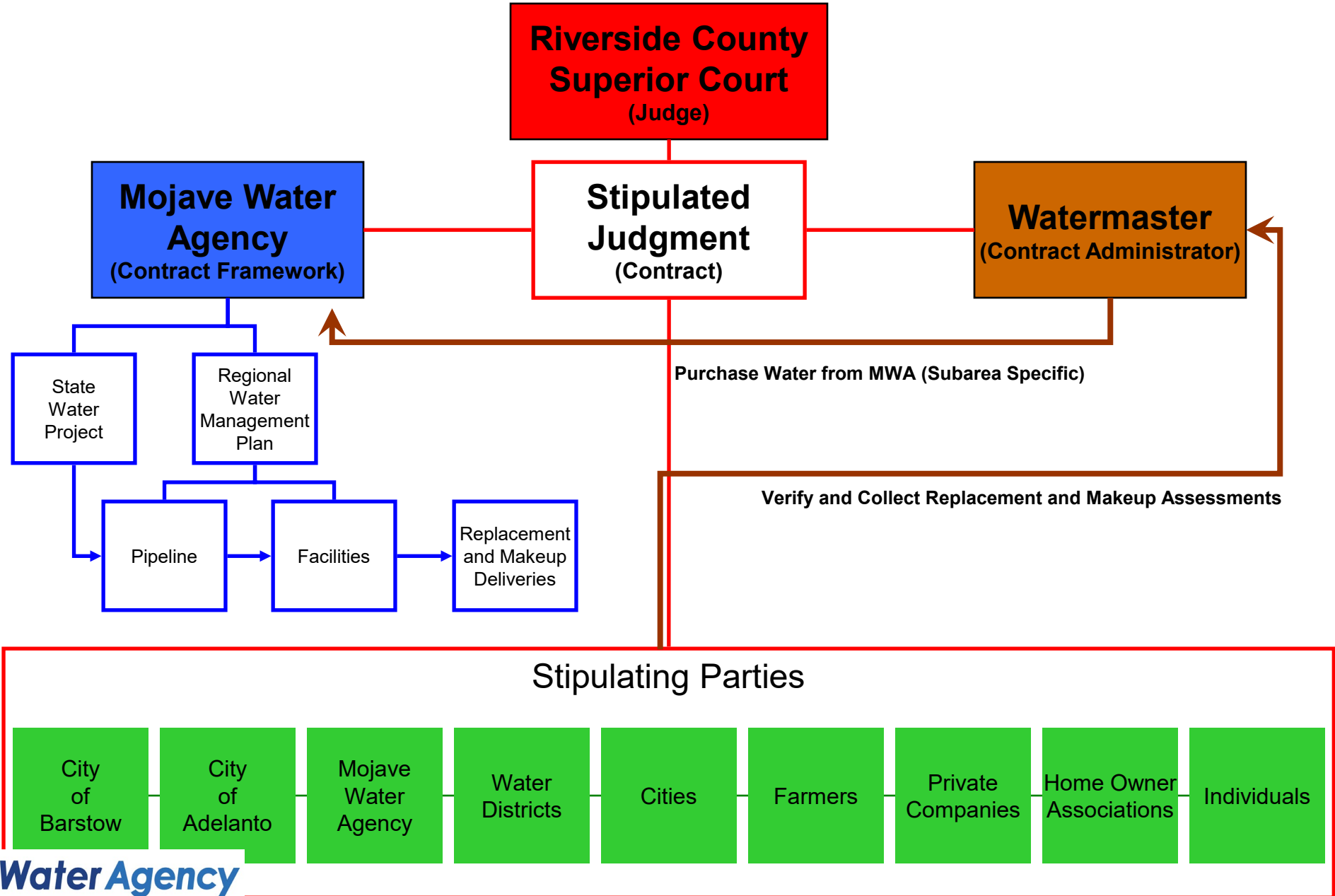
Watermaster

- Producers over pump and incur a replacement water obligations
- Producers make payments to Watermaster who in turn buys water from MWA and specifies which Subarea is to receive water from the purchase

MWA

- Implements the RWMP and supports implementation of the Judgment
- Develops facilities for conveying and spreading water
- Provides supplemental water to the Subareas through its SWP contract
- Setting water rates and prioritizes deliveries using the Judgment as a guide

Stipulated Judgment Administration and Organization Chart



What does the Watermaster do?

- Implement the Judgment (Administer the Contract)
 - Verify water production for all parties under the Judgment (approximately 425 parties and 1,600 wells within the Mojave Basin)
 - Process water transfer requests (about 250/Yr.)
 - Maintain Subarea Balances
 - Make Rampdown recommendations to the Court
 - FPA = PSY
 - Any production over FPA is purchased and replaced in the basin
 - Water level monitoring

What does the Watermaster do?

- Collect Assessments
 - For mitigation of over-use of water supply
 - For administration of the Watermaster
 - For Biological Resources Trust Fund (DF&G)
- Provide for Downstream Assurances
 - Determine Makeup water obligations and assessments from available hydrologic data
- Biological Resource Mitigation
 - Maintain water levels
 - Consideration of public trust resources
- Annually Report back to the Court

Success of the Adjudication was about striking a balance

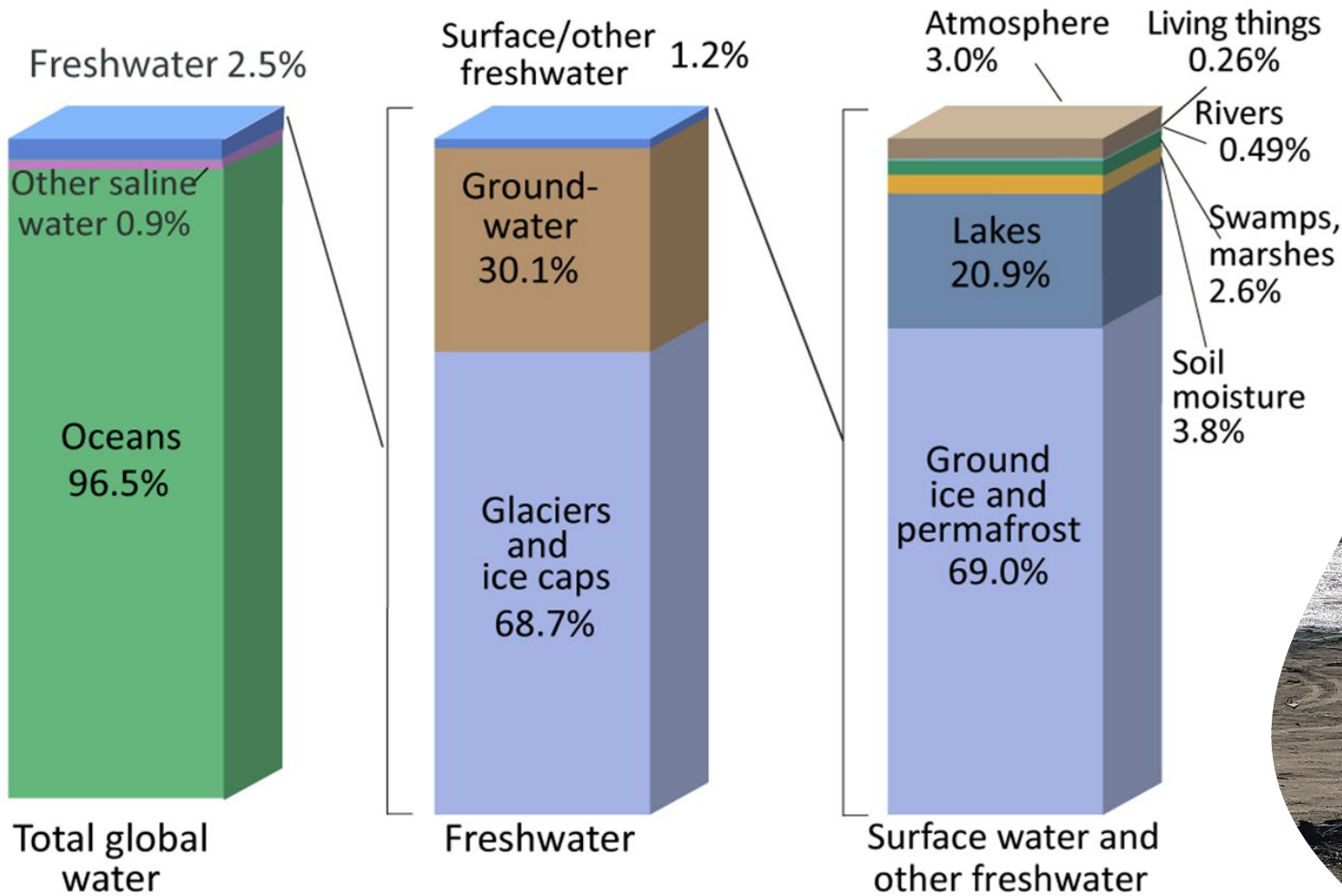
- What was achieved?
 - Physical balance – the tools necessary to balance supply and demands in the basin area
 - Arrest overdraft
 - Pay for imported supplies
 - Economic balance – the area is preserved by the ability to pay for and receive supplemental water supply for current and future needs
 - Political balance – equity in determination of Production Rights was a concession by all parties and put competing uses on the same playing field
 - **Everyone was equally unhappy**

◆ Interesting Facts About Water

- 96.5% of Earth's water is in the oceans (71% of surface)
- 2.5% of Earth's water is fresh
 - 68.7% is in ice caps and glaciers
 - 30.1% is in groundwater
- Our bodies are about 60% water
- Water is one of the few substances that we can experience in all three states; solid (ice), liquid (water) and gas (water vapor)
- Solid Water (Ice) Floats



Where is Earth's Water?



Source: Igor Shiklomanov's chapter "World fresh water resources" in Peter H. Gleick (editor), 1993, *Water in Crisis: A Guide to the World's Fresh Water Resources*. (Numbers are rounded).

Water Footprint for Common Foods

2023

Food	Gallons
1 lb. of beef	1,800
1 lb. of chicken	468
1 lb. of pork	576
1 lb. of cheese	600
1 lb. of rice	449
1 lb. of corn	108
1 lb. of potatoes	119
1 slice of bread	11
1 orange	13
1 apple	18
1 cup of milk	55
1 lb. of chocolate	3,170

Burger breakdown

660 gallons
beef patty (1/3 lb)

+

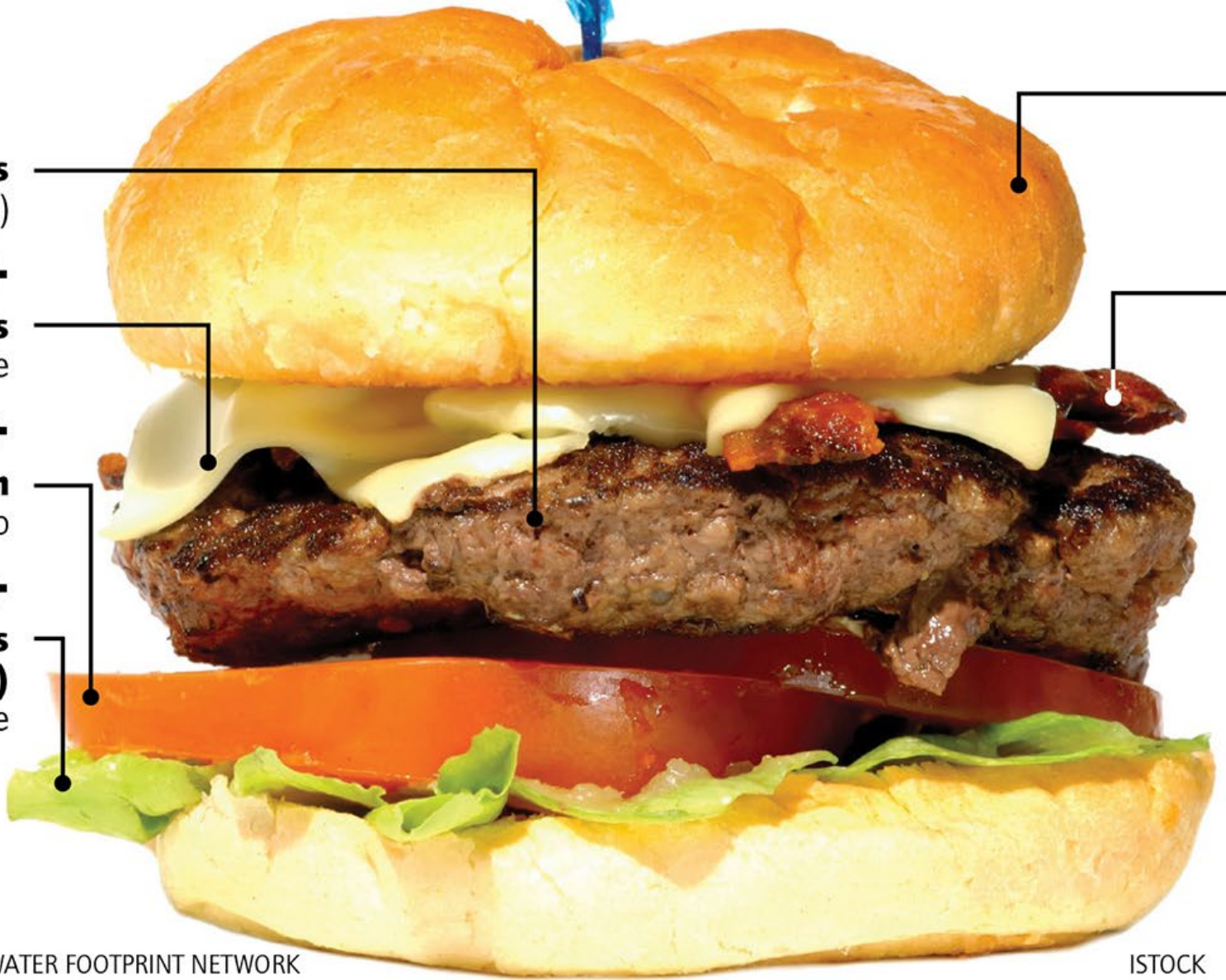
40 gallons
1 slice cheese

+

1 gallon
2 slices tomato

+

**3 cups
(0.19 gallons)**
1 leaf lettuce



22 gallons
bun (based on
2 slices bread)

+

108 gallons
3 slices bacon

=

831 gallons

The amount of water
that would fill two
modestly sized hot
tubs

or

13,296 glasses of
water (8 ounces
in a cup)

SOURCE: THE WATER FOOTPRINT NETWORK

ISTOCK

Agenda Item 10

Correspondence/Information

SUMMER Activities

PAINTING IN THE PARK WITH SHINE BRIGHT PAINT

THURSDAYS - JUNE 15, 22, 29 & JULY 6, 13, 20, 27

AGES 5-12: 9AM

AGES 13 & UP: 11AM

PHELAN COMMUNITY PARK - RSVP REQUIRED

FITNESS/DANCE CLASSES IN THE PARK

TUESDAYS- JUNE 13, 20, 27 & JULY 11, 18, 25

ALL AGES WELCOME

9AM FITNESS CLASS/ 10AM DANCE CLASS

PHELAN COMMUNITY PARK - RSVP REQUIRED

KIDS ARCHERY LESSONS WITH THE MOJAVE ARCHERS

THURSDAYS - JUNE 15, 22, 29 & JULY 6, 13

9AM - 11AM

WEST CORNER OF CAYUCOS AND SHEEP CREEK RD
HOSTED BY THE MOJAVE ARCHERS - RSVP REQUIRED

LEARN MORE & RSVP
WWW.PPHCSD.ORG



Go Play
at the Park

Phelan Piñon Hills CSD Parks and Recreation



Free SUMMER Movie Nights

FRIDAY NIGHTS
AT DUSK

PHELAN COMMUNITY PARK
HOSTED BY THE TRI-COMMUNITY KIWANIS

HOTEL TRANSYLVANIA 3:
SUMMER VACATION

JUNE 9

TOY STORY 4

JUNE 16

PUSS IN BOOTS - THE
LAST WISH

JUNE 23

CRUELLA

JUNE 30

RAYA AND THE LAST
DRAGON

JULY 7

THE BAD GUYS

JULY 14

LUCK

JULY 21

MINIONS - THE RISE OF GRU

JULY 28

LEARN MORE
WWW.PPHCSD.ORG



Go Play
at the Park

Phelan Piñon Hills CSD Parks and Recreation





Pizza Party Baking Class

Come learn to make pizza at our
Kid's Baking Class

Ages 5 - 17

June 24, 2023

10:00 a.m. - 12:00 p.m.

Phelan Senior Center
4128 Warbler Road
Phelan, CA

RSVP Required: www.pphcsd.org/sign-up-for-classes

*All minors must be accompanied by an adult.



4176 Warbler Road
Phelan, CA 92371



760-868-1212
www.pphcsd.org



**Go Play
at the Park**

Phelan Piñon Hills CSD Parks and Recreation



Learn How To:

Find Leaks In Your Irrigation System



Three Steps to Take if You Have a Leak in Your Irrigation System

1. Check for Irrigation Controller Problems

- Although irrigation controllers do not leak, they contain an electrical clock that controls your spring valves.
- The clock triggers the release of water through sprinkler/drip valves and keeps the valves open for a predetermined time period.
- Check the controller's programming to make sure it hasn't changed or returned to a default setting that increases water usage.
- In some cases, irrigation controllers may keep sprinkler/drip systems running for hours if misprogrammed.

2. Check Your Irrigation Valves

- Valve boxes should be dry, not flooded.
- Wet valve boxes may indicate loose wiring, water leaking due to damaged fittings, or worn parts.

3. Leaky Sprinklers and Drip Lines

- Look for flooding around the base of sprinklers.
- Water sprays/geysers usually indicate missing spray heads.
- Water spraying between sprinklers or drip heads could mean you have a cracked lateral line.
- Water pooling on the ground usually indicates a steady leak coming from an underground line.
 - Water spurting from a sprinkler or drip valve could mean that a seal is broken where the riser or nozzle connects to the underground supply line.

Pro Tip:

It's a good idea to check your irrigation controller first, valves second, and sprinklers last. Use brightly colored irrigation flags to mark areas you suspect may be leaking.

Helpful Links to Irrigation System Repair Videos

Use your phone to scan these QR codes to view helpful repair videos.



*Program a
Timer*



*Sprinkler
Valve
Repair*



*Fix Poly
Pipe*

*Still need
help? Give us
a call at
760-868-1212.*

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Agenda Item 11

Review of Action Items

Agenda Item 12

Set Agenda for Next Meeting