



# BOARD PACKAGE

August 9, 2023

Regular Board Meeting – 5:00 p.m.

## REGULAR BOARD MEETING AGENDA

August 9, 2023 – 5:00 p.m.  
Phelan Community Center  
4128 Warbler Road, Phelan, CA 92371  
& Via Conference Call (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

- Approval of Minutes
- Approval of Board Stipends/Reimbursements
- Approval of Contractor Payments

#### 4) Matters Removed from Consent Items

#### 5) Presentations/Appointments

#### 6) Continued/New Agenda Items

- Second Reading of Ordinance No. 2023-04; Establishing Uniform Solid Waste, Recycling, & Organic Disposal Requirements
- Public Hearing on Ordinance No. 2023-04; Establishing Uniform Solid Waste, Recycling, & Organic Disposal Requirements
  - Secretary'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

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 Ordinance
  - b. Staff responses to comments, protests, and objections
- c) Discussion & Possible Adoption of Ordinance No. 2023-04; Establishing Uniform Solid Waste, Recycling, & Organic Disposal Requirements
- d) Discussion & Possible Action Regarding Proposed Water Rates
- e) Update on Solid Waste Program Implementation
- f) 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 – August 23, 2023
- 13) **Recess to Closed Session**

Closed Session: Public Employee Performance Evaluation  
(Government Code Section 54957)  
Title: General Manager
- 14) **Return to Open Session** – Announcement of Reportable Action
- 15) **Continued/New Agenda Items**
  - a) Discussion & Possible Action Regarding the General Manager's Salary
- 16) **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](http://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](mailto: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](mailto:ksevy@pphcsd.org) or by visiting our website and completing the signup form at [www.pphcsd.org](http://www.pphcsd.org) under the "Agendas and Minutes" tab.*

# Agenda Item 3a

Approval of Board Minutes

## **REGULAR BOARD MEETING MINUTES**

July 26, 2023

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

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

**Board Members Absent:** Rebecca Kujawa, President

**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  
Jen Oakes, Executive Management Analyst

**District Counsel:** Steve Kennedy, General Counsel

### **REGULAR BOARD MEETING – 5:00 P.M.**

#### **Call to Order**

Vice President Roberts called the meeting to order at 5:06 p.m. and the Pledge of Allegiance was conducted.

#### **Roll Call**

President Kujawa was absent.

#### **1) Approval of Agenda**

Mr. Kennedy noted the addition of the closed session language to the Agenda. Director Philips moved to approve the agenda, as amended. Director Hays seconded the motion. Motion carried 4-0.

#### **2) Public Comment**

a) **General Public** – None

b) **Community Reports**

- **County Supervisor** – Sam Shoup, Field Representative for Supervisor Cook, noted the County Board of Supervisor’s resolution opposing the release of sexually violent predators in San Bernardino County.
- **State Senate** – Victor Hernandez, Field Representative for Senator Rosilicie Ochoa-Bogh, noted the legislature is in recess until August 14, 2023.

**3) Consent Items**

Director Hays moved to approve the consent items. Director Snyder seconded the motion. Motion carried 4-0.

**4) Matters Removed from Consent Items – None****5) Presentations/Appointments – None****6) Continued/New Agenda Items****a) First Reading of Ordinance No. 2023-04; Establishing Uniform Solid Waste, Recycling, & Organic Disposal Requirements**

Staff Recommendation: For the Board to waive the first reading of Ordinance No. 2023-04; Establishing Uniform Solid Waste, Recycling, & Organic Disposal Requirements.

Mr. Bartz introduced this item.

Director Philips moved to waive the first reading of Ordinance No. 2023-04. Director Snyder seconded the motion. Motion carried 4-0.

**b) Discussion & Possible Action Regarding Memorandum of Understanding with San Bernardino County Fire Protection District for Use of Pinon Hills Community Center**

Staff Recommendation: For the Board to approve the MOU with San Bernardino County Fire Protection District for Use of the Pinon Hills Community Center.

Mr. Bartz introduced this item.

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

**c) Discussion & Possible Action Regarding General Manager Evaluation Process**

Staff Recommendation: For the Board to determine the process for evaluation of the District's General Manager.

Ms. Sevy introduced this item.

Consensus of the Board was to utilize the same process as last year but to work on updating the process in the future.

ACTION ITEM: Email GM employment contract, strategic plan goals, and evaluation template.

**d) Update on Solid Waste Program Implementation**

Staff Recommendation: None.

Ms. Sevy provided an update on solid waste program implementation.

No action taken; not an action item.

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

Staff Recommendation: None

Mr. Cardenas provided an update on the status of the Civic Center Project.

No action taken; not an action item.

7) **Committee Reports/Comments**

- a) **Engineering Committee (Standing)** – Cancelled.
- b) **Finance Committee (Standing)** – Met and reviewed the financials.
- c) **Legislative Committee (Standing)** – Meets again in September.
- d) **Parks, Recreation & Street Lighting Committee (Standing)** – Meets in August.
- e) **Waste & Recycling Committee (Standing)** – Met and reviewed implementation and the ordinance. The meeting time and day have been updated to the third Wednesday of each month at 2:30 p.m.

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

Mr. Bartz reported that illegal grows have reduced, the District is still giving water to County Zone J, and water consumption is down.

9) **Reports**

a) **Director’s Report**

**Philips** – Noted her attendance at ASBCSD and World of Water.

**Hays** – Nothing to report.

**Snyder** – Nothing to report.

**Roberts** – Nothing to report.

b) **President’s Report** – None.

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

11) **Review of Action Items**

- a) **Prior Meeting Action Items** – Fuel station capacity upgrade research is in progress.
- b) **Current Meeting Action Items** – None

12) **Set Agenda for Next Meeting**

- Regular Board Meeting – July 26, 2023, 5:00 p.m.

13) **Recess to Closed Session**

The Board recessed to Closed Session at 5:41 p.m.

**Closed Session:** Conference with Real Property Negotiators  
 Pursuant to Government Code Section 54956.8  
 Property: 17900 Sheep Creek Road, El Mirage, California (APN 0457-161-83 & 0457-161-83)  
 District Negotiator: Donald J. Bartz, General Manager; Steven M. Kennedy, General Counsel



Negotiating Party: Circle Green, Inc.  
Under Negotiation: Price & Terms of Purchase

- 14) **Return to Open Session** – Announcement of Reportable Action  
The Board returned to Open Session at 6:27 p.m.; there was no reportable action.
- 15) **Adjournment**  
With no further business before the Board, the meeting was adjourned at 6:28 p.m.

Agenda materials can be viewed online at [www.pphcsd.org](http://www.pphcsd.org)

\_\_\_\_\_  
Mark Roberts, Vice President of the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kim Sevy, HR & Solid Waste Manager/District Clerk

\_\_\_\_\_  
Date

**SPECIAL BOARD MEETING MINUTES**  
August 2, 2023  
Phelan Community Center  
4128 Warbler Road, Phelan, CA 92371  
& Remotely Via Zoom or Conference Call

**Board Members Present:** Rebecca Kujawa, President  
Kathy Hoffman, Director  
Greg Snyder, Director

**Board Members Absent:** Mark Roberts, Vice President  
Chuck Hays, Director

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

**SPECIAL BOARD MEETING – 4:00 P.M.**

**Call to Order**

President Kujawa called the meeting to order at 4:02 p.m. and the Pledge of Allegiance was conducted.

**Roll Call**

Vice President Roberts and Director Hays were absent.

1) **Approval of Agenda**

Director Philips moved to approve the Agenda. Director Snyder seconded the motion.  
Motion carried 3-0.

2) **Public Comment** – None

3) **Board Workshop – Water Rate Study**

Habib Isaac, with IB Consulting, presented the financial plan for the water rate study.

NOTE: The presentation can be viewed at [www.PPHCSD.org](http://www.PPHCSD.org).

Consensus of the Board was to prepare the draft water rates using both capital program scenarios.

4) **Review of Action Items**

Cancel August 10, 2023, Board Workshop; draft rates will be presented at the Regular Board Meeting on August 9, 2023.

5) **Adjournment**

With no further business before the Board, the meeting was adjourned at 4:48 p.m.

Agenda materials can be viewed online at [www.pphcsd.org](http://www.pphcsd.org)

\_\_\_\_\_  
Rebecca Kujawa, President of the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kim Sevy, HR & Solid Waste Manager/District Clerk

\_\_\_\_\_  
Date



# Agenda Item 3b

Approval of Board  
Stipends/Reimbursements

# Phelan Piñon Hills Community Services District

## BOARD STIPEND & EXPENSE VOUCHER/REPORT

<b>2023</b>		AB1234 Compliant						Report of items paid for with District Credit Card***			
		*MAXIMUM PAID @ \$120 PER MEETING DAY AND LIMITED TO 10 MEETINGS PER MONTH									
Name: <b>Greg Snyder</b>		Date: <b>July 26, 2023</b>									
Reimbursed @ 0.655		REIMBURSEMENT REQUESTED				CREDIT CARD EXPENSES					
Date of mtg. or event	A	Expense Description / Business Purpose	*Meeting (\$120 or N/C)	Miles	Mileage**	Meals	Lodging	Other	Meals	Lodging	Other
06/14/23		Regular Boad Meeting	120.00		-						
06/28/23		Regular Board Meeting	120.00		-						
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		<b>Totals</b>	<b>240.00</b>	-	-	-	-	-	-	-	-

<p><b>A: Board Approved? (section 2.4)</b></p> <div style="border: 1px solid black; background-color: yellow; padding: 5px; margin: 5px 0;"> <p>I certify the expenses listed above are related to my authorized travel according to the Phelan Piñon Hills Community Services District Policies.</p> </div> <p style="text-align: center;"><b>Board member's signature below</b></p> <p style="text-align: center;"><i>Greg Snyder</i></p> <p style="text-align: center;">_____ Signature</p>	<p>Acct # _____</p>	<p>Totals:</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td>Meetings</td><td style="text-align: right;">240.00</td></tr> <tr><td>Mileage</td><td style="text-align: right;">-</td></tr> <tr><td>Meals</td><td style="text-align: right;">-</td></tr> <tr><td>Lodging</td><td style="text-align: right;">-</td></tr> <tr><td>Other</td><td style="text-align: right;">-</td></tr> <tr><td><b>Grand Total</b></td><td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;"><b>240.00</b></td></tr> </table>	Meetings	240.00	Mileage	-	Meals	-	Lodging	-	Other	-	<b>Grand Total</b>	<b>240.00</b>	<table style="width: 100%; border-collapse: collapse;"> <tr><td>Meals</td><td style="text-align: right;">-</td></tr> <tr><td>Lodging</td><td style="text-align: right;">-</td></tr> <tr><td>Other</td><td style="text-align: right;">-</td></tr> <tr><td><b>Total</b></td><td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;"><b>-</b></td></tr> </table>	Meals	-	Lodging	-	Other	-	<b>Total</b>	<b>-</b>	<table style="width: 100%; border-collapse: collapse;"> <tr><td>Payroll</td><td style="text-align: right;">_____</td></tr> <tr><td>Board Mtg</td><td style="text-align: right;">_____</td></tr> </table>	Payroll	_____	Board Mtg	_____	<table style="width: 100%; border-collapse: collapse;"> <tr><td>Date</td><td style="text-align: right;">_____</td></tr> </table>	Date	_____
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Date	_____																														

\*\*Mileage is automatically calculated based on the number of miles entered.

\*\*\*Credit card receipts must be turned in to the office within 24 hours of the charge or return to the District.

## Phelan Piñon Hills Community Services District BOARD STIPEND & EXPENSE VOUCHER/REPORT

<b>2023</b>		AB1234 Compliant						Report of items paid for with District Credit Card***																		
*MAXIMUM PAID @ \$120 PER MEETING DAY AND LIMITED TO 10 MEETINGS PER MONTH																										
Name: <b>Deborah Philips</b>		Date: <b>July 27, 2023</b>																								
		Reimbursed @ 0.655			REIMBURSEMENT REQUESTED				CREDIT CARD EXPENSES																	
Date of mtg. or event	A	Expense Description / Business Purpose	*Meeting (\$120 or N/C)	Miles	Mileage**	Meals	Lodging	Other	Meals	Lodging	Other															
07/05/23		Anti Harassment Training	120.00	0.00	-																					
07/12/23		Board Meeting	120.00	10.00	6.55																					
07/17/23		ASBCSD	120.00	40.00	26.20																					
07/19/23		Mojave Water Agency TAC Ad Hoc (indoor/outdoor water usage)	120.00	54.00	35.37																					
07/20/23		Solid Waste and Recycling	120.00	10.00	6.55																					
07/25/23		Mojave Water Agency - Wonders of Water	120.00	54.00	35.37																					
07/26/23		Board Meeting	120.00	10.00	6.55																					
07/27/23		Women in Water Inland Empire	120.00	113.00	74.02																					
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		<b>Totals</b>	<b>960.00</b>	<b>291.00</b>	<b>190.61</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>															
A: Board Approved? (section 2.4)		<div style="border: 1px solid black; background-color: yellow; padding: 5px; margin-bottom: 10px;">                     I certify the expenses listed above are related to my authorized travel according to the Phelan Piñon Hills Community Services District Policies.                 </div> <p style="text-align: center;"><i>Board member's signature below</i></p> <p style="text-align: center; font-family: cursive; font-size: 1.2em;">Deborah Philips</p> <p style="text-align: center; font-size: small;">_____ Signature</p>			Totals:		<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Acct #</td> <td style="width: 50%;"></td> </tr> <tr> <td>_____ Meetings</td> <td style="text-align: right;">960.00</td> </tr> <tr> <td>_____ Mileage</td> <td style="text-align: right;">190.61</td> </tr> <tr> <td>_____ Meals</td> <td style="text-align: right;">-</td> </tr> <tr> <td>_____ Lodging</td> <td style="text-align: right;">-</td> </tr> <tr> <td>_____ Other</td> <td style="text-align: right;">-</td> </tr> <tr> <td style="text-align: center;"><b>Grand Total</b></td> <td style="text-align: right; border: 1px solid black;"><b>1,150.61</b></td> </tr> </table>		Acct #		_____ Meetings	960.00	_____ Mileage	190.61	_____ Meals	-	_____ Lodging	-	_____ Other	-	<b>Grand Total</b>	<b>1,150.61</b>	Date			
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				Other		_____	-																			
				<b>Grand Total</b>		_____	<b>-</b>																			

\*\*Mileage is automatically calculated based on the number of miles entered.

\*\*\*Credit card receipts must be turned in to the office within 24 hours of the charge or return to the District.

# Phelan Piñon Hills Community Services District BOARD STIPEND & EXPENSE VOUCHER/REPORT

<b>2023</b>		AB1234 Compliant						Report of items paid for with District Credit Card***				
*MAXIMUM PAID @ \$120 PER MEETING DAY AND LIMITED TO 10 MEETINGS PER MONTH												
Name: <b>Chuck Hays</b>		Reimbursed @ 0.625				REIMBURSEMENT REQUESTED			CREDIT CARD EXPENSES			
Date of mtg. or event		Expense Description / Business Purpose		*Meeting (\$120 or N/C)	Miles	Mileage**	Meals	Lodging	Other	Meals	Lodging	Other
07/12/23	A	Board Meeting		120.00	6.20	4.06						
07/20/23		Solid Waste Committee Meeting		120.00	6.20	4.06						
07/25/23		Finance Committee Meeting		120.00	6.20	4.06						
07/26/23		Board Meeting		120.00	6.20	4.06						
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<b>Totals</b>				<b>480.00</b>	<b>24.80</b>	<b>16.24</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**A: Board Approved? (section 2.4)**

I certify the expenses listed above are related to my authorized travel according to the Phelan Piñon Hills Community Services District Policies.

**Board member's signature below**

Charles Hays

Signature \_\_\_\_\_

Acct # _____	Totals:	Meetings 480.00	Payroll _____		Date _____
		Mileage 16.24	Board Mtg _____		
		Meals -			Meals _____
		Lodging -			Lodging _____
		Other -			Other _____
	<b>Grand Total</b>	<b>496.24</b>			<b>-</b>

\*\*Mileage is automatically calculated based on the number of miles entered.      \*\*\*Credit card receipts must be turned in to the office within 24 hours of the charge or return to the District.

# Agenda Item 3c

Approval of Contractor  
Payments





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

## MEMORANDUM

**DATE:** August 9, 2023  
**TO:** Board of Directors  
**FROM:** Don Bartz, General Manager  
By: Kim Sevy, HR & Solid Waste Manager/District Clerk  
**SUBJECT:** Approval of Contractor Payment

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### STAFF RECOMMENDATION

None

### BACKGROUND

Staff will provide a copy of the contractor payment request prior to the meeting.

### FISCAL IMPACT

None

### ATTACHMENT(S)

None

# Agenda Item 4

Matters Removed from  
Consent Items

# Agenda Item 5

Presentations/Appointments

# Agenda Item 6a

Second Reading of Ordinance No. 2023-04; Establishing Uniform Solid Waste, Recycling, & Organic Disposal Requirements



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

## MEMORANDUM

**DATE:** August 9, 2023

**TO:** Board of Directors

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

**SUBJECT:** Second Reading of Ordinance No. 2023-04; Establishing Uniform Solid Waste, Recycling, & Organic Disposal Requirements

### STAFF RECOMMENDATION

For the Board to waive the second reading of First Reading of Ordinance No. 2023-04; Establishing Uniform Solid Waste, Recycling, & Organic Disposal Requirements.

### BACKGROUND

On April 6, 2022, the Board adopted Ordinance No. 2022-02 which established uniform collection of trash, recycling, and organics consistent with the mandate of SB 1383 that are designed to achieve the organic waste reduction goals established in Section 39730.6 of the Health and Safety Code through a 75 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2025.

The regulations created to reduce organic waste consist of various components including providing an organic recycling service to all residential and commercial properties, establishing an edible food recovery program, meeting procurement requirements, tracking third-party organic waste haulers, creating education and outreach material, and conducting inspection and enforcement activities.

Since adoption of the Ordinance No. 2022-02, a self-haul option was approved by CalRecycle and therefore the ordinance was updated primarily to address that provision. Amending this Ordinance will complete Task 3 of the District's compliance order from CalRecycle which is to amend the Ordinance to allow for self-haul. A summary of the substantive changes is attached to this memo. The Ordinance was presented as part of the agenda materials for the July 26, 2023, Board meeting and the first reading was waived by the Board.

### FISCAL IMPACT

None

### ATTACHMENT(S)

Summary of Changes  
Ordinance No. 2023-04

## **SUMMARY OF SOLID WASTE COLLECTION ORDINANCE CONTENT CHANGES**

### **SECTION 4. COLLECTION ARRANGEMENTS REQUIRED**

In order to protect the public health, safety, and well-being, and to prevent the spread of vectors, the Person in Charge of a Premises in the District shall ~~make~~either:

- A. Make arrangements with a Solid Waste Franchisee for Solid Waste Handling services, and keep such arrangement in good standing ~~-, or~~
- B. Make arrangements to self-haul Solid Waste, Recycling and/or Organics by means deemed consistent with the provisions of this Ordinance as determined by the District in the exercise of its sole discretion, and provide adequate proof of such self-hauling upon request by the District.

### **SECTION 5. CONTAINERS - USE, PLACEMENT FOR COLLECTION, STORAGE**

- B. Placement for Collection.
  - 2. Driveway: Container shall be placed adjacent to the driveway , or equivalent, before five-thirty a.m. on collection days. Driveway clearance must be sufficient to accommodate collection equipment.

### **SECTION 18. WAIVERS FOR GENERATORS**

C. Collection Frequency Waiver: The District, at its discretion or in concert with its Solid Waste Franchisee, and in accordance with 14 CCR Section 18984.11(a)(3), may allow the owner or tenant of any residence, premises, business establishment or industry that subscribes to the District's ~~four~~three-container Organic Waste collection service to arrange for the collection of their Blue Container, ~~Gray~~Green Container, or both once every fourteen days, rather than once per week.

### **SECTION 29. PUBLIC NUISANCE**

It is unlawful and a public nuisance if any one of the following conditions exists at a Premises:

- A. The Person in Charge of the Premises has not made arrangements with the appropriate Solid Waste Franchisee for Solid Waste Handling Services or with the District for self-hauling;
- B. The Person in Charge of the Premises has made arrangements with the appropriate Solid Waste Franchisee for Solid Waste Handling Services, but the Solid Waste Franchisee has terminated services to the Premises due to the Account Holder's failure to pay for such services.
- C. The Person in Charge of the Premises has made arrangements with the District to self-haul but has not met the self-haul requirements of the District.

**ORDINANCE NO. 2023-04**  
**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE**  
**PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT**  
**ESTABLISHING UNIFORM SOLID WASTE, RECYCLING**  
**AND ORGANIC WASTE DISPOSAL REQUIREMENTS**

**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 California Government Code 61000 et seq.; and

**WHEREAS**, pursuant to the California Integrated Waste Management Act of 1989 (public Resources Code Sections 40000 et seq.), the state has mandated that local agencies make adequate provisions for Solid Waste handling within their jurisdictions; and

**WHEREAS**, pursuant to the Local Agency Formation Commission County for San Bernardino County Resolution No. 3153, the District is authorized to collect, transfer, and dispose of solid waste and provide solid waste handling service, including, but not limited to, source reduction, recycling, composting activities, pursuant to Division 30 (commencing with Section 40000), and consistent with Section 41821.2 of the Public Resources Code; and

**WHEREAS**, State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, *et seq.*, as amended, supplemented, superseded, and replaced from time to time), requires local agencies to reduce, reuse, and recycle (including composting) Solid Waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

**WHEREAS**, State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires the District to implement a Mandatory Commercial Recycling program; and

**WHEREAS**, State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires the

District to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires the District to implement a Mandatory Commercial Organics Recycling program; and

**WHEREAS**, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including the District, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets; and

**WHEREAS**, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the District to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Directors of the Phelan Piñon Hills Community Services District, after conducting a public hearing duly noticed, as follows:

**SECTION 1. CEQA ENVIRONMENTAL DETERMINATION**

The Board of Directors exercises its independent judgment and finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Section 15308, which exempts "actions by regulatory agencies for protection of the environment." This Ordinance is consistent with the goals of California State Assembly Bills 939, 341, and 1826, and Senate Bill 1383.

**SECTION 2. PURPOSE, INTENT, AND FINDINGS**

A. Purpose. The management and proper disposal of Solid Waste is a matter of great importance to the District, its citizens, visitors, property owners and businesses. The District finds that the public health, safety, and well-being require the generation, accumulation, handling, collection, transportation, conversion and disposal of Solid Waste be controlled and regulated by the District through the comprehensive system provided in this Ordinance. This Ordinance is intended to ensure Solid Waste Handling Services are readily available, adhere to uniform standards, and are reliable, clean, and efficient. The District has a strong interest in reducing the harboring and breeding of rodents and insects, reducing the spread of disease, and preventing pollution and other unsightly degradation of the environment, which can occur with the improper handling of Solid Waste and the excess accumulation of Solid Waste.

B. Findings. The District finds and declares:

1. The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989, ("AB 939" or the "Act") (codified at



Public Resources Code §§ 4000 et seq.) established a solid waste management process that requires cities and other local jurisdictions to adopt and implement plans to reduce the amount of solid waste generated within their jurisdiction and to maximize reuse and recycling.

2. AB 939 states that the frequency of solid waste collection, the means of solid waste collection and transportation, levels of services, charges and fees for services, and the nature, location and extent of providing solid waste services, are matters of local concern.

3. AB 939 expressly allows local agencies to provide solid waste services to its residents by its own forces or by authorizing a private entity to provide those services.

4. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, which is codified at Public Resources Code §§42652-42654 and Health & Safety Code §§39730.5 – 39730.8, places requirements on multiple entities including local agencies, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.

5. The Final Regulation Text of SB 1383 Regulations implementing SB 1383 was adopted by CalRecycle in November 2020.

### **SECTION 3. DEFINITIONS**

**AB 939 or Act** – The California Integrated Waste Management Act of 1989, codified in part at Public Resources Code, §§ 40000 et seq. as it may be amended, and as implemented by the regulations of CalRecycle or its successor agency.

**Account Holder** – The persons or entities whose name(s) are on a Solid Waste Franchisee’s account for a Premises.

**Bin** – A receptacle, typically between one and six cubic yards, provided by a Solid Waste Franchisee for the collection of Solid Waste.

**Blue Container** – Has the same meaning as in 14 CCR Section 18982(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.

**Green “Bulky Waste”** – Solid Waste that would not typically fit within a Container, including, but not limited to, furniture, carpets, mattresses, automobile tires, and oversized green material such as tree trunks and large branches if no larger than two feet in diameter and four feet in length, and similar large items discarded from a single-family dwelling. “Bulky Waste” does not include Covered Electronic Devices, such as televisions, radios, computers, monitors, and the like, which are regarded as Universal Waste, the disposal of which is governed by regulation of the Department of Toxic Substances Control.

**CalRecycle** – California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions (and others).

**California Code of Regulations or CCR** – The State of California Code of Regulations. CCR references are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

**Commercial Business or Commercial** – A firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this Ordinance.

**Commercial Edible Food Generator** – Includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators.

**Compliance Review** – A review of records by the District to determine compliance with this Ordinance.

**Community Composting** – Any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

**Compost** – Has the same meaning as in 14 CCR Section 17896.2(a)(4), as may be amended from time to time.

**Compost Facility** – A Solid Waste facility that processes Organic Waste to produce Compost or mulch.

**Construction and Demolition Material or C&D Material** – Discarded building materials, "inert wastes" as defined in Public Resources Code § 41821.3(a)(1) (e.g., rock, concrete, brick, sand, soil ceramics and cured asphalt), recyclable construction and demolition materials, packaging, plaster, drywall, rubble resulting from construction, remodeling, repair and demolition operations, but does not include asbestos-containing materials or Hazardous Waste.

**Container** – Any container, regardless of color.

**Container Contamination or Contaminated Container** – A container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

**Debris Box** – A Container, typically ten to forty cubic yards, provided by a Solid Waste Franchisee for the collection of Solid Waste that is normally tipped loaded onto a motor vehicle and transported to an appropriate facility.

**Designee** – An entity that the District contracts with or otherwise arranges to carry out any of the District’s responsibilities of this Ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

**District** – The Phelan Piñon Hills Community Services District, California, and all of the territory lying within the boundaries of the District as presently existing and all geographic areas which may be added or annexed to the District.

**District Premises** – District-owned or operated Premises where Solid Waste is generated or accumulated.

**Edible Food** – Food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this Ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

**Enforcement Action** – An action by the District to address non-compliance with this Ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

**Enforcement Official** – The general manager or their authorized designee(s) who is/are partially or wholly responsible for enforcing this Ordinance.

**Excluded Waste** – Hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the District and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in the District, or its Designee’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose the District, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

**Food Distributor** – A company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

**Food Facility** – Has the same meaning as in Section 113789 of the Health and Safety Code.

**Food Recovery** – Actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

**Food Recovery Organization** – An entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

1. A food bank as defined in Section 113783 of the Health and Safety Code;
2. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety Code; and,
3. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this Ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Ordinance.

**Food Recovery Service** – A person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this Ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

**Food Service Provider** – An entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

**Food Waste** – All food and food scraps such as but not limited to fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, eggshells, tea bags and coffee grounds. Food waste excludes fats, oils, liquids, and grease when such materials are source separated.

**General Manager** – A person having that title in the employ of the Phelan Piñon Hills Community Services District, or the General Manager’s designated representative.

**Black Container** – Has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and collection of Black Container Waste. The lid or body of a container may be black and shall have the same meaning as Black Container.

**Black Container Waste** – Solid Waste that is collected in a Black Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5). Black Container Waste may specifically include carpet, Non-Compostable Paper and textiles.

**Green Container** – Has the same meaning as in 14 CCR Section 18982(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green

Container Organic Waste, and also has the same meaning as in 14 CCR Section 18982(a)(5.5) and shall be used for the purpose and collection of Source Separated food waste pursuant to 14 CCR Section 18984.1(6)(A).

**Green Material and Yard Waste** – Means leaves, grass clippings, brush, branches and other forms of organic materials generated from maintenance or alteration of landscapes or gardens including, but not limited to, tree trimmings, prunings, brush and weeds and incidental pieces of scrap lumber. “Green Material” includes holiday trees (except such trees which are frosted, flocked or which contain tinsel or metal).

**Grocery Store** – A store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

**Hauler Route** – The designated itinerary or sequence of stops for each segment of the District’s collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

**Hazardous Waste** – Any waste materials or mixture of wastes defined as a “hazardous substance” or “hazardous waste” pursuant to the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §§ 6901 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. §§ 9601 *et seq.*, the Carpenter-Presley-Tanner Hazardous Substance Account Act (“HSAA”), codified at California Health & Safety Code §§ 25300 *et seq.*; the Electronic Waste Recycling Act of 2003, codified at California Health & Safety Code §§ 25214.9 *et seq.* and California Public Resources Code §§ 41516 *et seq.*, laws governing Universal Waste, all future amendments to any of them, or as defined by CalRecycle or the Department of Toxic Substances Control, or by their respective successor agencies. If there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or Solid Waste, the term “Hazardous Waste” shall be construed to have the broader, more encompassing definition.

**High Diversion Organic Waste Processing Facility** – Has the same meaning as defined in 14 CCR Section 18982(a)(33).

**Household Hazardous Waste** – Hazardous Waste, including Universal Waste or Covered Electronic Devices, generated at a Single-Family or Multifamily Residential Premises, including but not limited to dry cell household batteries; cell phones and PDAs; used motor oil; used oil filters when contained in a sealed plastic bag; cooking oil; compact fluorescent light bulbs contained in a sealed plastic bag; cleaning products; pesticides; herbicides; insecticides; painting supplies; automotive products; solvents; stripes; and adhesives; auto batteries; and Universal Waste generated at a Single-Family or Multifamily Residential Premises.

**Inspection** – A site visit where the District, or its Designee, reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this Ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).

**Large Event** – An event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply.

**Large Venue** – A permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply.

**Local Education Agency** – A school district, charter school, or county office of education that is not subject to the control of District or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

**Multi-Family Residential Dwelling or Multi-Family** – Of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

**MWELo** – Refers to the Model Water Efficient Landscape Ordinance (MWELo), 23 CCR, Division 2, Chapter 2.7.

**Non-Compostable Paper** – Includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

**Non-Organic Recyclables** – Non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

**Notice of Violation (NOV)** – A notice that a violation of this Ordinance has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

**Organic Waste** – Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

**Organic Waste Generator** – A person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

**Owner** – The persons or entities listed on the last equalized assessment roll as the owner of a lot or parcel of real property within the District.

**Paper Products** – Include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

**Person in Charge** – An Owner, tenant, occupant or other person or persons responsible for the day-to-day operation of a Premises.

**Premises** – Place where any person resides, or any business is carried on or conducted, or any other place upon which Solid Waste is generated or accumulated.

**Printing and Writing Papers** – Include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

**Prohibited Container Contaminants** – The following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the District’s Blue Container; (ii) discarded materials placed in the Green Container that are not identified as Source Separated Food Waste for the District’s Green Container (iii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the District’s Green Container; (iv) discarded materials placed in the Black Container that are acceptable Source Separated Recyclable Materials, Source Separated Food Waste, and/or Source Separated Green Container Organic Wastes to be placed in the District’s Green Container, Green Container, and/or Blue Container; and, (v) Excluded Waste placed in any container.

**Recovered Organic Waste Products** – Products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

**Recovery** – Any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

**Recycled-Content Paper** – Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

**Remote Monitoring** - The use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Blue Containers, Green Containers, Green Containers, and Black Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.

**Restaurant** – An establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

**Route Review** – A visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

**SB 1383** – Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

**SB 1383 Regulations or SB 1383 Regulatory** – Refers to, for the purposes of this Ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

**SB 619** – Senate Bill 619 of 2021 amending Section 42652.5 of the Public Resources Code.

**Single-Family** – Of, from, or pertaining to any residential premises with fewer than five (5) units.

**Solid Waste** – Has the same meaning as defined in State Public Resources Code Section 40191. Solid Waste and includes all discarded putrescible and non- putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, rubbish, Construction and Demolition Debris, and any other discarded solid, semisolid, and liquid waste permitted to be disposed of at a Class III landfill and which are included within the definition of “Nonhazardous Solid Waste” set forth in the California Code of Regulations. Solid Waste does not include any of the following wastes:

1. Hazardous waste, as defined in the State Public Resources Code Section 40141.
2. Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
3. Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.



**Solid Waste Enterprise** – Any individual, partnership, joint venture, unincorporated private organization, or private corporation, which is regularly engaged in the business of providing Solid Waste Handling Services.

**Solid Waste Franchisee** – A Solid Waste Enterprise that has been granted the right and privilege by the District, or by operation of law, to perform one or more Solid Waste Handling Services within the District or a portion thereof.

**Solid Waste Handling Services** – The collection, transportation, processing, recycling, composting, conversion, retention and disposal of solid waste, construction and demolition materials, bulky waste, Household Hazardous Waste, and/or Universal Waste.

**Source Separated** – Materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this Ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Black Container Waste or other Solid Waste for the purposes of collection and processing.

**Source Separated Blue Container Organic Waste** – Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).

**Source Separated Green Container Organic Waste** – Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

**Source Separated Recyclable Materials** – Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

**Spilled** – Deposited, released, spilled, leaked, pumped, poured, emitted, emptied, discharged, injected, dumped or disposed into the environment, or which otherwise has come to be located outside an authorized container. The term “disposed into the environment” shall include, but is not limited to, the abandonment or discarding of barrels, bags, cans and other closed receptacles containing solid waste.

**State** – The State of California.

**Supermarket** – A full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

**Tier One Commercial Edible Food Generator** – A Commercial Edible Food Generator that is one of the following:

1. Supermarket.
2. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
3. Food Service Provider.
4. Food Distributor.
5. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply.

**Tier Two Commercial Edible Food Generator** – A Commercial Edible Food Generator that is one of the following:

1. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
2. Hotel with an on-site Food Facility and 200 or more rooms.
3. Health facility with an on-site Food Facility and 100 or more beds.
4. Large Venue.
5. Large Event.
6. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
7. A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply.

**Universal Waste** – Includes, but is not limited to, Universal Waste Electronic Devices” or “UWEDs,” (i.e., electronic devices subject to the regulation of the Department of Toxic Substances Control, 23 CCR §§ 66273.1, *et seq.*), and other Universal Wastes, including, but not limited to non-empty aerosol cans, fluorescent tubes, high intensity discharge lamps, sodium vapor lamps, and any other lamp exhibiting a characteristic of a hazardous waste, batteries (rechargeable nickel-cadmium batteries, silver button batteries, mercury batteries, small sealed lead acid batteries [burglar alarm and emergency light batteries] alkaline batteries, carbon-zinc batteries and any other batteries which exhibit the characteristic of a hazardous waste), mercury thermometers, and mercury-containing switches.

**Wholesale Food Vendor** – A business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received,

shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

#### **SECTION 4. COLLECTION ARRANGEMENTS REQUIRED**

In order to protect the public health, safety, and well-being, and to prevent the spread of vectors, the Person in Charge of a Premises in the District shall either:

- A. Make arrangements with a Solid Waste Franchisee for Solid Waste Handling services, and keep such arrangement in good standing, or
- B. Make arrangements to self-haul Solid Waste, Recycling and/or Organics by means deemed consistent with the provisions of this Ordinance as determined by the District in the exercise of its sole discretion, and provide adequate proof of such self-hauling upon request by the District.

A violation of this Section is a misdemeanor and punishable as provided in Section 36 of this ordinance.

#### **SECTION 5. CONTAINERS - USE, PLACEMENT FOR COLLECTION, STORAGE**

- A. Use. Every Person in Charge of a Premises shall:
  - 1. Keep on the Premises a sufficient number of Containers to hold all Solid Waste, including Black Container Waste, Non-Organic Recyclables, and Organic Waste that accumulates on the Premises each week without spilling, leaking, or emitting odors.
  - 2. Deposit or cause to be deposited all Solid Waste, including Black Container Waste, Non-Organic Recyclables, and Organic Waste generated or accumulated on the Premises into the proper Containers in accordance with the provisions of this Ordinance.
- B. Placement for Collection.
  - 1. Curbside: Container shall be placed at the curbside, or equivalent, or adjacent to the alley before five-thirty a.m. on collection days. Sidewalks shall not be blocked.
  - 2. Driveway: Container shall be placed adjacent to the driveway, or equivalent, before five-thirty a.m. on collection days. Driveway clearance must be sufficient to accommodate collection equipment.
  - 3. Enclosure: Container located in a permanent enclosure shall be made accessible to the hauler at the designated collection time. This includes removing locks and clearing obstructions so collection vehicle can easily access Container.

#### **SECTION 6. CLEAN UP**

- A. Until Solid Waste has been picked up by the appropriate Solid Waste Franchisee, each Person in Charge of a Premises shall be responsible for the cleanup

of any and all Solid Waste generated, accumulated, or Spilled on the Premises. This cleanup responsibility includes the cleanup of Solid Waste Spilled for any reason, including but not limited to human or animal interference with a Container, wind or other natural forces, at any time during storage, collection, removal, or transfer of the materials.

B. The District's Solid Waste Franchisee(s) shall clean up any Solid Waste Spilled during its collection, removal, or transfer, as soon as the Spill occurs.

## **SECTION 7. DISPOSAL FREQUENCY**

All Solid Waste accumulating upon a Premises must be disposed of as frequently as required to avoid an accumulation of Solid Waste in violation of this Ordinance, but in no case shall disposal occur less frequently than one (1) time per week, except that less than weekly disposal may be permitted during any period of time the Premises is temporarily unoccupied and Solid Waste is not accumulating on the Premises due to out-of-town travel or other similar situations.

## **SECTION 8. MANNER, TIME, AND FREQUENCY OF COLLECTION**

A. Regular Collection. The District's Solid Waste Franchisee shall make arrangements with its Account Holders specifying the manner in which Solid Waste Handling Services are to be regularly provided, subject to the terms of its franchise.

B. Special Collections. The District's Solid Waste Franchisee may provide on-call collection of Bulky Waste and Household Hazardous Waste to its Account Holders, and shall provide its Account Holders with Debris Boxes when requested and collect the Debris Box when the Account Holder no longer requires the Debris Box. The terms and conditions upon which such special collections are provided to Account Holders shall be arranged between the Solid Waste Franchisee and the Account Holder, subject to the terms of the Solid Waste Franchisee's franchise from the District.

## **SECTION 9. LIABILITY FOR SOLID WASTE COLLECTION FEES**

A. Joint and Several Liability. The Owner of a Premises and the Account Holder for a Premises are jointly and severally liable for Solid Waste Handling Services provided to the Premises by a Solid Waste Franchisee, including any related fees, charges, and penalties.

B. Billing Cycle and Penalty for Delinquent Payments. Solid waste collection fees may be billed and paid in advance on a monthly basis. Payment shall be due upon, and shall become delinquent fifteen (15) days after the date of any billing. A finance charge and late payment penalty as permitted by law shall be added at the end of each month following the delinquency date.

C. Discontinuation of Services. The District or hauler may discontinue service for any customer whose account remains unpaid for sixty (60) days after the date of billing as long as the customer has received a notice on a form approved by the General Manager or designee stating that service will be discontinued fifteen (15) days from the date of the notice if payment is not made by that time. Upon payment of the delinquent fees, collection shall resume on the next regularly scheduled collection

day. Fees shall be continued to be assessed and billed notwithstanding that service has been discontinued and notice of same shall be included in the form sent to the customer.

D. Fee a Civil Debt. The fees levied for service for solid waste collection shall constitute a civil debt and liability owing to the District and/or any grantee from the person using or chargeable for such services and shall be collectible in the same manner provided by law.

E. Lien for Ninety (90) Day Delinquencies.

1. Mandatory collection fees authorized pursuant to this Section which remain unpaid for a period of ninety (90) or more days after the date upon which they were billed may be collected thereafter by the District as provided herein.

2. Procedure.

a. Once a year, the District's Board of Directors shall cause to be prepared a report of delinquent fees. The District's Board of Directors shall fix a time, date and place for hearing the report and any objections or protests thereto.

b. The District's Board of Directors shall cause notice of the hearing to be mailed to the landowners listed on the report not less than ten (10) days prior to the date of the hearing.

c. At the hearing, the District's Board of Directors shall hear any objections or protests of landowners liable to be assessed for delinquent fees. The Board may make such revisions or corrections to the report as it deems just, after which by resolution, the report shall be confirmed.

d. The delinquent fees set forth in the report as confirmed shall constitute special assessments against the respective parcels of land and are a lien on the property for the amount of such delinquent fees. A certified copy of the confirmed report shall be filed with the county auditor, on or before August 10, for the amounts of the respective assessments against the respective parcels of land as they appear on the current assessment roll. The lien created attaches upon recordation, in the office of the county recorder of the county in which the property is situated, of a certified copy of the resolution of confirmation. The assessment may be collected at the same time and in the same manner as ordinary county ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for such taxes. All laws applicable to the levy, collection and enforcement of county ad valorem property taxes shall be applicable to such assessment, except that if any real property to which such lien would attach has been transferred or conveyed to a bonafide purchaser for value, or if a lien of a bona fide encumbrance for value has been created and attaches thereon, prior to the date on which the first installment of such taxes would become delinquent, then the lien which

would otherwise be imposed by this section shall not attach to such real property and the delinquency fees, as confirmed, relating to such property shall be transferred to the unsecured roll for collection.

#### **SECTION 10. AB 939 FEES**

Pursuant to Division 30, Part 2, Chapter 8 of the Public Resources Code, Section 41900 *et seq.*, the District may impose fees on Solid Waste Franchisees and/or Premises in amounts sufficient to pay the costs of preparing, adopting, and implementing an integrated waste management plan, including the costs of preparing, adopting and implementing the District's required Source Reduction and Recycling Element, Household Hazardous Waste Element, and Nondisposal Facility Element, and the costs of setting and collecting the fees. Any new or increased AB 939 fees imposed on a Solid Waste Franchisee shall be cause for a corresponding rate adjustment to the franchisee's then current rate structure.

#### **SECTION 11. RECYCLABLE MATERIALS – OWNERSHIP, RIGHT TO DISPOSE**

A. Upon placement by the owner of Non-Organic Recyclables at a designated recycling collection location, or placement of Non-Organic Recyclables in a Container provided by the appropriate Solid Waste Franchisee, the Non-Organic Recyclables becomes the property of the recycler or Solid Waste Franchisee, by operation of state law.

B. Nothing in this Ordinance shall limit the right of any person, organization or other entity to donate, sell or otherwise dispose of any Non-Organic Recyclables segregated from the Solid Waste stream owned by that person, organization or other entity, provided that the person, organization or other entity does not pay the buyer or donee any consideration for collecting, processing or transporting such Non-Organic Recyclables, or a consulting or broker's fee for recycling services.

#### **SECTION 12. LANDSCAPERS – DISPOSAL OF GREEN WASTE**

Landscapers may collect, transport and compost or dispose of Green Waste, provided that any such Green Waste is generated by their own specific work site and is sent to a facility or operation that is deemed to be a reduction in landfill disposal as required in 14 CCR, Division 7, Chapter 12, Article 2 Section 18983.1(b).

Landscapers shall not contract with a Solid Waste Enterprise to collect, transport and compost or dispose of Green Waste unless that Solid Waste Enterprise has a franchise from the District to perform said services.

#### **SECTION 13. LICENSED CONTRACTORS – DISPOSAL OF C&D MATERIALS**

Licensed contractors performing work within the scope of their licenses/permits within the District may collect, transport and dispose or recycle of Construction and Demolition Materials generated within their own specific work sites, using their own equipment and employees, provided that the licensed contractor adheres to the standards for disposal of Construction and Demolition Material provided in the California Green Building Standards Code (California Code of Regulations Title 24, Part 11). Construction and Demolition Materials must be transported to a recycling facility

permitted by CalRecycle whenever possible. Landfilling of Construction and Demolition Materials shall be a last resort.

Licensed contractors shall not contract with a Solid Waste Enterprise or Construction and Demolition Clean-Up Enterprise to collect, transport and dispose or recycle of Construction and Demolition Materials unless that Solid Waste Enterprise has a franchise from the District to perform said services.

#### **SECTION 14. MANDATORY COMMERCIAL/MULTIFAMILY RECYCLING**

A. A Commercial Premises that generates four cubic yards or more of Solid Waste per week shall arrange for recycling services for Non-Organic Recyclables by subscribing to a Solid Waste Franchisee for the pick-up of Non-Organic Recyclables.

B. A business subject to subsection (A) and that provides customers access to the business shall provide, customers with a Non-Organic Recyclables Container to collect material purchased on the premises and that fulfills all of the requirements in Section 17 (D through N).

1. Full-service restaurants are exempt from the requirements of this subdivision if the full-service restaurant, provides its employees a Non-Organic Recyclables Container to collect material purchased on the premises and implements a program to collect Non-Organic Recyclables.

2. For a park that is subject to subsection (A), this subsection shall apply on and after January 1, 2022.

#### **SECTION 15. COMPLIANCE WITH AB 341, AB 1826 and SB 1383**

Single-Family Premises and Commercial Premises shall comply with the Organic Waste recycling provisions of AB341, AB 1826 and SB 1383, and all regulations associated therewith.

#### **SECTION 16. REQUIREMENTS FOR SINGLE-FAMILY GENERATORS**

Single-Family Organic Waste Generators:

A. Shall subscribe to the District's three-container Organic Waste collection services. The District shall have the right to review the number, size, and location of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, generator shall adjust its service level for its collection services as requested by the District.

B. Shall participate in the District's three-container system for Source Separated Blue Recyclable Materials, Source Separated Green Container organic materials, and Black Container Waste collection services. Generator participation in the collection programs requires that generators place only approved materials in the appropriate colored containers. Generators shall not place materials designated for the Black Container into the Green Container or Blue Container.

C. Notwithstanding the above, and in accordance with the SB 1383 Regulations, the District or its Solid Waste Franchisee are not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the color requirements of this Ordinance and the Regulations, prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first. Labels will be placed on the new containers indicating the primary materials accepted and the primary materials prohibited in the containers. Until SB 1383 compliant containers are provided (Blue Container, Green Container, and Black Container), Single-Family Waste Generators shall comply with the container requirements.

D. Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

E. Nothing in this Ordinance shall restrict or otherwise prohibit the District from delaying requirements for single-family generators and/or implementation requirements of Article 3 in 14 CCR 18984 as approved by CalRecycle, provided it complies with SB 1383, the SB 1383 Regulations, and/or any other applicable law, as may be amended from time to time, pursuant to 14 CCR 18984.12 (a).

## **SECTION 17. REQUIREMENTS FOR COMMERCIAL BUSINESSES**

Commercial Businesses, which includes Multi-Family Residential Dwellings, shall:

A. Subscribe to the District's Organic Waste collection services. The District shall have the right to review the number, size, and location of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Business shall adjust its service level for its collection services as requested by the District.

B. Participate in and comply with the District's collection service by placing designated materials in designated containers. Generator shall place only approved materials in the appropriate colored containers. Generators shall not place materials designated for the Black Container into the Green Container, or Blue Container.

C. Notwithstanding the above, and in accordance with the SB 1383 Regulations, the District or Solid Waste Franchisee are not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the color requirements of this Ordinance and the Regulations, prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first. Labels will be placed on the new containers indicating the primary materials accepted and the primary materials prohibited in the containers. Until SB 1383 compliant containers are provided (Blue Container, Green Container, and Black Container), Commercial Businesses shall comply with the container requirements.

D. Supply and allow access to adequate number, size, and location of collection containers with sufficient labels or colors (conforming with subsections (d)(1) and (d)(2) below), for employees, contractors, tenants and customers, consistent with the District's Blue Container, Green Container, and Black Container collection service.



E. Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Organic Waste, and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:

1. A body or lid that conforms with the container colors provided through the collection service provided by the District, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

2. Container labels that include language or graphic images or both indicating the primary material accepted and the primary materials prohibited in that container or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labels are required on new containers commencing January 1, 2022.

F. Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement pursuant to 14 CCR Section 18984.9(b).

G. To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the District's Blue Container, Green Container, and Black Container collection service.

H. Excluding Multi-Family Residential Dwellings, periodically inspect Blue Container, Green Container, and Black Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

I. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.

J. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Organic Waste and Source Separated Recyclable Materials separate from Black Container Waste (when applicable) and the location of containers and the rules governing their use at each property.

K. Provide or arrange access for the District or its agent to their properties during all Inspections conducted in accordance with this Ordinance to confirm compliance with the requirements of this Ordinance.

L. If implemented, accommodate and cooperate with the District's Remote Monitoring program for Inspection of the contents of containers for Prohibited Container Contaminants, to evaluate generator's compliance with this Ordinance. The Remote Monitoring program shall involve installation of Remote Monitoring equipment on or in the Blue Containers, Green Containers, and/or Black Containers.

M. Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

N. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements of this Ordinance.

O. Nothing in this Ordinance shall restrict or otherwise prohibit the District from delaying requirements for commercial business generators operating within the District and/or implementation requirements of Article 3 in 14 CCR 18984 as approved by CalRecycle, provided it complies with SB 1383, the SB 1383 Regulations, and/or any other applicable law, as may be amended from time to time, pursuant to 14 CCR 18984.12 (a).

## **SECTION 18. WAIVERS FOR GENERATORS**

A. De Minimis Waivers: The District may, at its discretion or in concert with its Solid Waste Franchisee, waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this Ordinance if the Commercial Business:

1. Submits an application specifying the services that they are requesting a waiver from; and
2. Provides documentation that either:
  - a. The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
  - b. The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste; and
3. Notifies the District if circumstances change such that Commercial Business's Organic Waste exceeds the threshold required for waiver, in which case waiver will be rescinded; and

4. Provides written verification of eligibility for de minimis waiver every 5 years, if the District has approved de minimis waiver.

B. Physical Space Waivers: The District may, at its discretion or in concert with its Solid Waste Franchisee, waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the District has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lack adequate space for the collection containers required for compliance with the Organic Waste collection requirements of this Ordinance.

A Commercial Business or property owner may request a physical space waiver through the following process:

1. Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.
2. Provide documentation that the premises lack adequate space for Blue Containers, and/or Green Containers, including documentation from its hauler, licensed architect, or licensed engineer.
3. Provide written verification to the District that it is still eligible for physical space waiver every five years, if the District has approved application for a physical space waiver.

C. Collection Frequency Waiver: The District, at its discretion or in concert with its Solid Waste Franchisee, and in accordance with 14 CCR Section 18984.11(a)(3), may allow the owner or tenant of any residence, premises, business establishment or industry that subscribes to the District's three-container Organic Waste collection service to arrange for the collection of their Blue Container, Green Container, or both once every fourteen days, rather than once per week.

D. If the District chooses to issue any waivers in accordance with this section, the Enforcement Official shall create an application and establish policies for the issuance of such waivers. The Board of Directors may establish an application fee for any such waivers by resolution.

## **SECTION 19. REQUIREMENTS FOR COMMERCIAL EDIBLE FOOD GENERATORS**

A. Tier One Commercial Edible Food Generators must comply with the below requirements commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

C. Commercial Edible Food Generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
2. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
4. Allow the District's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
  - a. A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
  - b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
  - c. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
    - i. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
    - ii. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
    - iii. The established frequency that food will be collected or self-hauled.
    - iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
6. Commencing no later than January 1, 2022, for Tier One Commercial Edible Food Generators and January 1, 2024, for Tier Two Commercial Edible Food Generators, Commercial Edible Food Generators shall provide a quarterly Food Recovery report to the District which includes the information required in 14 CCR Section 18991.4 "Record Keeping Requirements for Commercial Edible Food Generators."

D. Nothing in this Section shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

**SECTION 20. REQUIREMENTS FOR FOOD RECOVERY ORGANIZATIONS AND SERVICES**

A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
3. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

C. Commencing January 1, 2022, Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the District and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the District the total pounds of Edible Food from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b), as applicable.

D. Food Recovery Capacity Planning

Food Recovery Services and Food Recovery Organizations operating in the District shall provide information and consultation to the District, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the District and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the District shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the District.

E. Commencing no later than January 1, 2022, Food Recovery Services and Organization shall provide a quarterly report to the District which includes the information required in 14 CCR Section 18991.5 "Food Recovery Services and Organizations."

**SECTION 21. REQUIREMENTS FOR SOLID WASTE FRANCHISEE, SELF – HAULERS, FACILITY OPERATORS, AND COMMUNITY COMPOSTING OPERATIONS**

A. Requirements for Haulers.

1. Solid Waste Franchisee providing residential, Commercial or Organic Waste collection services to generators within the District's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the District to collect Organic Waste:

a. Through written notice to the District annually on or before July 1, identify the facilities to which they will transport Organic Waste including the facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste, as applicable.

b. Transport Source Separated Recyclable Materials and Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste, as defined in 14 CCR, Division 7, Chapter 12, Article 2.

c. Obtain approval from the District to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D Material in a manner that complies with 14 CCR Section 18989.1.

d. Solid Waste Franchisee shall comply with education, equipment, signage, container labelling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, as may be amended from time to time.

e. Notwithstanding any the foregoing, nothing in this Ordinance shall restrict or otherwise prohibit Solid Waste Franchisee from meeting its compliance requirements by any alternative methods or procedures, provided it complies with SB 1383, the SB 1383 Regulations, and/or any

other applicable law, as may be amended from time to time or being relieved of, or delaying compliance with such requirement pursuant to SB 619

f. A Hauler is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of this ordinance prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first

B. Requirements for Self-Haulers

1. Self-Haulers shall apply for a self-hauler permit annually with the District and pay a nonrefundable fee as set forth by separate resolution.

2. Self-Haulers shall Source Separate all Recyclable Materials and Organic Waste (materials that the District otherwise requires generators to separate for collection in the District's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2 or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.

3. Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.

4. Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the District. The records shall include the following information:

a. Delivery receipts and weight tickets from the entity accepting the waste.

b. The amount of material in cubic yards or tons transported by the generator to each entity.

c. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

5. Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in Section 21 (B)(3) to District quarterly.

6. A residential Organic Waste Generator that self-hauls Organic Waste is not required to record or report information in Section 21 (B)(3) and (4).

- C. Requirements for Facility Operators and Community Composting Operations.
  - 1. Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon the District's request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the District shall respond within 60 days.
  - 2. Community composting operators, upon District request, shall provide information to the District to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the District shall respond within 60 days.

**SECTION 22. COMPLIANCE WITH CALGREEN BUILDING CODE STANDARDS**

- A. Persons applying for a permit from the District for new construction and building additions and alternations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended, if its project is covered by the scope of CALGreen or more stringent requirements of the District. If the requirements of CALGreen are more stringent than the requirements of this Section, the CALGreen requirements shall apply.
- B. For projects covered by CALGreen or more stringent requirements of the District, the applicants must, as a condition of the District's permit approval, comply with the following:
  - 1. Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Blue Container, Green Container, and Green Container materials, consistent with the collection program offered by the District, or comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
  - 2. New Commercial 1. Construction or additions resulting in more than 30% of the floor area shall provide readily accessible areas identified for the storage and collection of Blue Container, Green Container, and Green Container materials, consistent with the collection program offered by the District, or shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2,



5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.

3. Comply with Title 24 Building Standards Code, CALGreen requirements, and applicable law related to management of C&D Material, including diversion of Organic Waste in C&D Material from disposal. Comply with all written and published District policies and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D Material.

**SECTION 23. MODEL WATER EFFICIENT LANDSCAPING ORDINANCE REQUIREMENTS**

A. Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the County, who are constructing a new project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the State Model Water Efficient Landscape Ordinance, as amended September 15, 2015, and as it may be amended in the future.”

B. The following Compost and mulch use requirements that are part of the MWELO are now also included as requirements of this ordinance. Other requirements of the MWELO are in effect and can be found in 23 CCR, Division 2, Chapter 2.7.

C. Property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in Section 23(A) above shall:

1. Comply with Sections 492.6 (a)(3)(B)(C), (D), and (G) of the MWELO, which requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:

a. For landscape installations, Compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.

b. For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.

c. Organic mulch materials made from recycled or post-consumer materials meeting procurement requirements under 14 CCR, Division 7, Chapter 12, Article 12 shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.

2. The MWELO compliance items listed in this Section are not an inclusive list of MWELO requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in Section 23(A) shall consult the full MWELO found in Title 23 Division 2 Chapter 2.7 Model Water Efficient Landscape Ordinance for all requirements.

#### **SECTION 24. REMOVAL OF SOLID WASTE**

No person other than the Person in Charge of any Premises or a District Solid Waste Franchisee shall:

A. Remove any Container from the location where the Container was placed for storage or collection by the Person in Charge of the Premises; or

B. Remove any Solid Waste from any Container; or

C. Move a Container from the location in which it was placed for storage or collection without the prior written approval of the Person in Charge of the Premises.

#### **SECTION 25. BULKY WASTE**

No person shall place Bulky Waste adjacent to or in a street or public right-of-way for collection or removal purposes without first making arrangements with the appropriate Solid Waste Franchisee for the collection or removal of such Bulky Waste.

#### **SECTION 26. HAZARDOUS WASTE**

No person shall place or deposit Hazardous Waste, Household Hazardous Waste, or Universal Waste in any Container provided by a Solid Waste Franchisee, or deposit, release, spill, leak, pump, pour, emit, empty, discharge, inject, dump or dispose into the environment any Hazardous Waste, Household Hazardous Waste or Universal Waste.

#### **SECTION 27. SOLID WASTE BURNING AND BURIAL**

A. No person shall burn any Solid Waste within the District, except in an approved incinerator or transformation facility or other device for which a permit has been issued, and which complies with all applicable permit and other regulations of air pollution control authorities, and provided any such act of burning in all respects complies with all other laws, rules and regulations.

B. Solid Waste is prohibited from being buried within District boundaries. This prohibition shall not be interpreted to prohibit the composting of yard waste.

**SECTION 28. FRANCHISE REQUIRED**

No person except a Solid Waste Franchisee, a landscaper hauling green waste, or a licensed contractor performing work within the scope of that license, shall collect or remove any Solid Waste from any Premises within the District.

**SECTION 29. PUBLIC NUISANCE**

It is unlawful and a public nuisance if any one of the following conditions exists at a Premises:

- A. The Person in Charge of the Premises has not made arrangements with the appropriate Solid Waste Franchisee for Solid Waste Handling Services or with the District for self-hauling;
- B. The Person in Charge of the Premises has made arrangements with the appropriate Solid Waste Franchisee for Solid Waste Handling Services, but the Solid Waste Franchisee has terminated services to the Premises due to the Account Holder's failure to pay for such services.
- C. The Person in Charge of the Premises has made arrangements with the District to self-haul but has not met the self-haul requirements of the District.

**SECTION 30. UNAUTHORIZED DISPOSAL**

No person shall place anything in another person's Containers without the permission of such other person.

**SECTION 31. SPILLS**

It is unlawful for any person transporting Solid Waste not to clean up, or arrange for the cleanup, of any Solid Waste during removal or transport within the District by such person. If any person transporting Solid Waste Spills any such materials and does not clean up or arrange for the cleanup of the Spill, the District may clean up the Spill and charge the person responsible for the Spill 100 percent of the costs the District incurred in cleaning up the Spill.

**SECTION 32. UNLAWFUL DUMPING**

It is unlawful for any person to negligently or intentionally Spill upon any property within the District any Solid Waste, or to cause, suffer, or permit Solid Waste to be located upon any property in the District, except as authorized by law.

**SECTION 33. UNLAWFUL SCAVENGING**

It shall be unlawful for any person other than the owner or agent or employee of the owner of a solid waste or recyclable material container, a solid waste hauler or the person or agent or employee of the person for whom a solid waste or recyclable material container is contracted or placed to collect refuse or recyclable material to

rummage in, disturb, interfere, scavenge, or remove refuse or recyclable material from officially designated refuse and recyclable containers.

**SECTION 34. RESTRAINT OF ANIMALS**

Any occupant owning or possessing an animal on the premises which may bite or attempt to bite a solid waste hauler while engaged in collecting refuse shall be required to secure the animal(s) or place the container in such manner that such animal shall not constitute a hazard or to endanger a solid waste hauler. In addition to any criminal penalties specified in this code, failure to adhere to the requirements of this section shall be cause for suspension of collection service during such time as there exists any such danger or hazard. Suspension of service pursuant to this section shall not relieve any person or firm of the duty to pay solid waste collection charges during such period of suspension.

**SECTION 35. SOLID WASTE FACILITIES**

No person shall construct or operate a Solid Waste management facility, including but not limited to a materials recovery facility, Solid Waste transfer or processing station, composting facility, a buy-back or drop-off center, disposal facility or a recycling center without first satisfying all District requirements for land use, environmental and other approvals.

**SECTION 36. INSPECTIONS AND INVESTIGATIONS BY THE DISTRICT**

A. District employees, Designee, and/or its Solid Waste Franchisee are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this Ordinance, subject to applicable laws. This Section does not allow the District to enter the interior of a private residential property for Inspection. For the purposes of inspecting Commercial Business containers for compliance with this Ordinance, the District may conduct container Inspections for Prohibited Container Contaminants using Remote Monitoring, and Commercial Businesses shall accommodate and cooperate with the Remote Monitoring, where applicable.

B. Persons in Charge shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with District employees, Designee, and/or its Solid Waste Franchisee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this Ordinance described herein. Failure to provide or arrange for: (i) access to an entity's premises; (ii) installation and operation of Remote Monitoring equipment, where required; or (ii) access to records for any Inspection or investigation is a violation of this Ordinance and may result in penalties described.

C. Any records obtained by a District during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 *et seq.*

D. District employees, Designee, and/or its Solid Waste Franchisee are authorized to conduct any Inspections, Remote Monitoring or other investigations as reasonably necessary to further the goals of this Ordinance, subject to applicable laws.

E. The District shall receive written complaints from persons regarding an entity that may be potentially non-compliant with this Ordinance, including receipt of anonymous complaints.

### **SECTION 37. ENFORCEMENT**

A. The General Manager is hereby declared and appointed as the enforcement officer of this Ordinance, and shall be empowered to take such other actions as authorized herein, or as may otherwise be authorized by the District's Board of Directors or be reasonably necessary, for enforcement of the Ordinance.

B. Any violation of this Ordinance may be enforced in any manner authorized by law, including but not limited to an administrative citation, criminal citation, nuisance abatement action, or civil action.

C. Nothing in this Ordinance shall restrict or otherwise prohibit the District from delaying enforcement and/or implementation requirements of Article 3 in 14 CCR 18984 as approved by CalRecycle, provided it complies with SB 1383, the SB 1383 Regulations, and/or any other applicable law, as may be amended from time to time, pursuant to 14 CCR 18984.12 (a).

### **SECTION 38. APPEALS**

A. A business who desires to appeal the notice set forth in this Ordinance may appeal to the District's Board of Directors within the twenty (20) calendar days of the post-mark of the Warning Notice by filing a timely written appeal with the General Manager. Timely appeal shall not stay any further solid waste collection or responsibility to pay therefore. The General Manager shall set the matter for hearing before the District's Board of Directors and shall notify the Appellant by mail of the date set for such hearing, at least fifteen (15) days prior to said date. If the Appellant resides outside the District, the above period of notice by mail before the hearing shall be at least twenty-five (25) days. The Appellant shall have the right to appear in person or by an agent, designated in writing, at the hearing, and present oral, and/or written, evidence. The District's Board of Directors shall decide the appeal and shall issue its decision, which shall be in writing and be legally binding.

B. The District's Board of Directors shall have authority to make reasonable adjustments in the amount billed or to excuse payment altogether as well as authority to grant ancillary relief. The District's Board of Directors shall have authority to determine that the Hauler shall not be entitled to any payment from the business owner affected. The District's Board of Directors shall have no authority to award monetary damages, costs or attorney's fees.

### **SECTION 39. LIABILITY FOR VIOLATION**

Any person violating any of the provisions of this Ordinance, or permitting or maintaining any property in violation of any of this Ordinance, shall be liable to the

District for any expense, loss or damage, occasioned by the District by reason of such violation. Such liability shall be in addition to any other civil or criminal penalties imposed under this Ordinance or under any other provision of law.

#### **SECTION 40. PENALTIES AND FINES**

A. Pursuant to Government Code Section 61064(c), the General Manager is hereby authorized to issue citations for violations of this Ordinance. Any person violating any provision of this Ordinance, as determined by the Board, may be prosecuted, by the applicable law enforcement agency or the General Manager in the name of the people of the State of California, as committing either a misdemeanor or an infraction, or may be the subject of redress by civil action.

B. Pursuant to Government Code Section 61064(a), a person violating any provision of this Ordinance shall be guilty of a misdemeanor, and shall be punishable by imprisonment in the County jail for not more than thirty (30) days, or by a fine of not more than one thousand dollars (\$1,000), or by both such fine and imprisonment as may be allowed by law. Each and every violation of this Ordinance and each day during which such violation is committed or continued shall constitute a separate offense.

C. It shall constitute an infraction for an owner as defined above to fail to sign up for or to timely pay for solid waste and recycling collection service or to otherwise violate any provision of this ordinance and upon conviction of such violation shall be subject to a fine of \$250.00 for the first offense; \$500.00 for a second violation within a one (1) year period and \$1,000.00 for a third or subsequent violation within a one (1) year period. The additional remedies, penalties and procedures for violations and for recovery of costs related to enforcement provided for in this Ordinance are incorporated herein by this reference. The owner shall also be subject to court action to pay for solid waste collection service furnished to the business located thereon.

#### **SECTION 41. INJUNCTION**

In addition to the remedies set forth in this Ordinance, the District may file a civil action to compel compliance with this Ordinance, including but expressly not limited to, an action to enjoin any pending or future violations of the Ordinance, or for the issuance of an order stopping or disconnecting a service if the charges for that service are delinquent or unpaid.

#### **SECTION 42. RESERVATION OF RIGHTS**

All remedies set forth in this Ordinance are herein declared to be cumulative and non-exclusive, and shall not preclude the District from enforcing any other rights or remedies available under the law or any other rules and regulations of the District.

#### **SECTION 43. ATTORNEYS' FEES**

In any action or proceeding brought to enforce a violation of this Ordinance, including but not limited to a nuisance abatement action and an action to foreclose on a special assessment, the prevailing party shall recover its reasonable attorney's fees and costs.

**SECTION 44. SEVERABILITY**

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The District's Board of Directors hereby declares that it would have adopted this Ordinance, and each Section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more Sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 45. PUBLICATION AND POSTING**

The General Manager is hereby directed to cause a summary of this Ordinance to be published at least five (5) days prior to the date of adoption hereof in a newspaper of general circulation within the District Boundaries and a copy of the full text of this Ordinance must be posted at the District office at least five (5) days prior to the meeting. Within fifteen (15) days after adoption, the General Manager is hereby directed to cause said summary of this Ordinance to be published in a newspaper of general circulation within the District Boundaries and a copy of the full text of this Ordinance must be posted at the District office.

**SECTION 46. EFFECTIVE DATE**

This ordinance shall take effect thirty (30) days after adopted by the Board of Directors of the Phelan Piñon Hills Community Services District.

**APPROVED AND ADOPTED** this 23rd day of August, 2023

\_\_\_\_\_  
Rebecca Kujawa, President, Board of Directors

STATE OF CALIFORNIA )  
COUNTY OF SAN BERNARDINO )

I, Kimberly Ward, Secretary of the Board of Directors of the Phelan Piñon Hills Community Services District, California, do hereby certify that the foregoing ordinance, being Ordinance No. 2023-04, was duly introduced by the Board of Directors of said District, at a regular meeting of said Board held on August 9, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ATTEST:**

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Secretary of the Phelan Piñon Hills Community Services District and of the Board of Directors thereof

SEAL



# Agenda Item 6b

Public Hearing on Ordinance No. 2023-04;  
Establishing Uniform Solid Waste,  
Recycling, & Organic Disposal  
Requirements

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 Ordinance
  - b. Staff responses to comments, protests, and objections

## **NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that the Board of Directors (“Board”) of the Phelan Piñon Hills Community Services District (“District”) will conduct a public hearing to receive input at its regularly scheduled Board meeting on Wednesday, August 9, 2023, at 5:00 p.m., at the Phelan Community Center located at 4128 Warbler Road, Unit #B, Phelan, California, concerning proposed revisions to the District’s Ordinance Establishing Uniform Solid Waste, Recycling, and Organic Waste Disposal Requirements.

The Hearing will be conducted during a regular meeting of the District’s Board of Directors held at the Phelan Community Center located at 4128 Warbler Road, Phelan, California, and via Zoom and/or telephone conference. The Public may attend the meeting via teleconference or video conference and may participate in the meeting to the same extent as if they were present.

All interested persons are invited to review the proposed Ordinance and to attend the meeting and to submit oral and/or written comments to the Board at the time of the hearing. Written comments may be submitted to the Board Secretary via e-mail at [ksevy@pphcsd.org](mailto:ksevy@pphcsd.org) or by mail at P.O. Box 294049, Phelan, California 92329. All written comments received prior to the hearing will be added to the record by the Board Secretary.

Members of the public are encouraged to visit the District’s website at <http://www.pphcsd.org> or call the District office at (760) 868-1212 to review the Ordinance and for updates regarding the manner in which this hearing may be conducted. A copy of the Ordinance is also available for public review during the District’s regular business hours which are Monday through Friday from 8am to 5pm. The District office is located at 4176 Warbler Road, Phelan, California, 92371. The hearing on the Ordinance may be continued from time to time.

For more information, you may contact District staff at the District’s offices located at 4176 Warbler Road, Phelan, California, or by telephone at (760) 868-1212, during regular business hours.

Published 7/26/2023 & 8/2/2023

Posted 7/24/2023

# Agenda Item 6c

Discussion & Possible Adoption of Ordinance No. 2023-04; Establishing Uniform Solid Waste, Recycling, & Organic Disposal Requirements

## MEMORANDUM

**DATE:** August 9, 2023

**TO:** Board of Directors

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

**SUBJECT:** Discussion & Possible Adoption of Ordinance No. 2023-04; Establishing Uniform Solid Waste, Recycling, & Organic Disposal Requirements

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### STAFF RECOMMENDATION

For the Board to adopt Ordinance No. 2023-04; Establishing Uniform Solid Waste, Recycling, & Organic Disposal Requirements.

### BACKGROUND

On July 20, 2023, the Solid Waste & Recycling Committee reviewed Ordinance No. 2023-04 ("Ordinance"). The Ordinance was introduced to the Board at the July 26, 2023, Board meeting where the first reading was waived by the Board. The Board had an additional opportunity to review the ordinance and read and/or waive the reading of the Ordinance prior to this agenda item.

Notice of public hearing was published in the Victorville Daily Press on July 26, 2026, and August 2, 2023. A summary of the material changes from Ordinance 2022-02 to Ordinance No. 2023-04 was published in the Victorville Daily Press on August 2, 2023. Notice of public hearing was also posted in the District office, District community centers, and District website on July 24, 2023. A public hearing regarding this Ordinance preceded this agenda item.

For more information, refer to the staff report for Agenda Item 6a. Additionally, a copy of the Ordinance was provided as part of the materials for Agenda Item 6a.

### FISCAL IMPACT

None

### ATTACHMENT(S)

None

# Agenda Item 6d

Discussion & Possible Action Regarding  
Proposed Water Rates



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

## MEMORANDUM

**DATE:** August 9, 2023  
**TO:** Board of Directors  
**FROM:** Don Bartz, General Manager  
By: Kim Sevy, HR & Solid Waste Manager/District Clerk  
**SUBJECT:** Discussion & Possible Action Regarding Proposed Water Rates

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### STAFF RECOMMENDATION

None

### BACKGROUND

Habib Isaac, with IB Consulting, will present proposed water rates to the Board.

### FISCAL IMPACT

None

### ATTACHMENT(S)

Presentation from August 2, 2023, Board Workshop

# Phelan Piñon Hills Community Services District

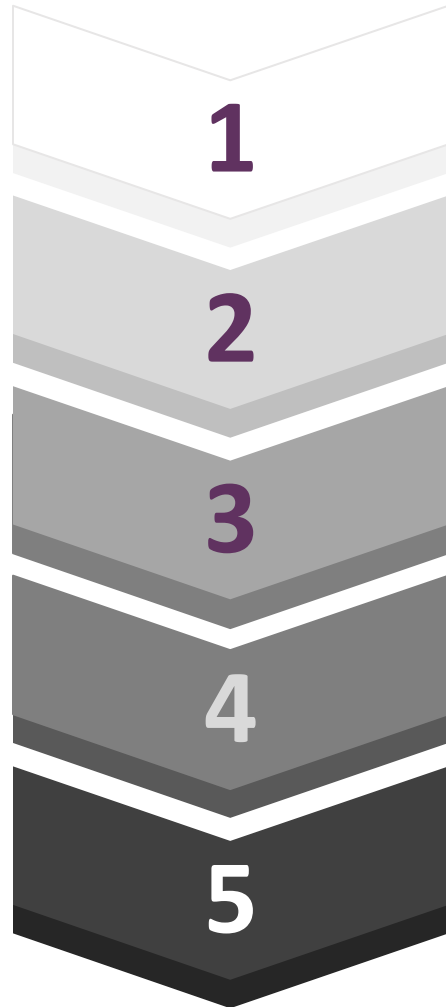
*Financial Plan Workshop*

**August 2, 2023**



# Financial Plan Workshop

## Agenda



**Financial Plan Summary**

**Financial Plan Assumptions**

**Current Financial Position**

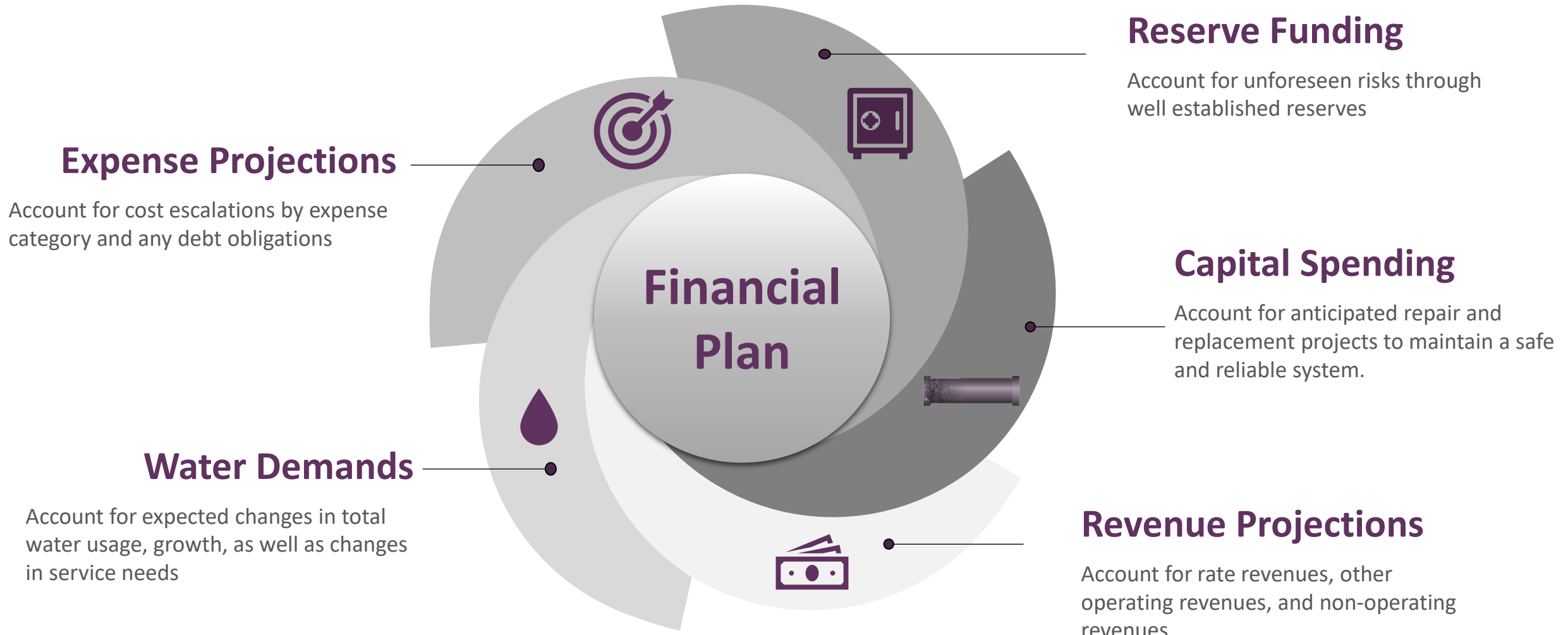
**Proposed Financial Plan**

**Next Steps**



# Financial Plan Summary

## Factors Impacting the Financial Plan



# Financial Plan Key Assumptions

Long-Term Financial Plan



# Noticed Water Fixed Charges

## Monthly (\$/Meter)

### Base Fixed Charges

Meter Size	FY 2023 (July 1st)	FY 2024 (July 1st)	FY 2025 (July 1st)	FY 2026 (July 1st)
≤ 3/4"	\$24.17	\$25.63	\$25.63	\$25.63
1"	\$36.57	\$38.77	\$38.77	\$38.77
1.5"	\$67.58	\$71.64	\$71.64	\$71.64
2"	\$104.79	\$111.08	\$111.08	\$111.08
3"	\$222.60	\$235.96	\$235.96	\$235.96
4"	\$396.23	\$420.01	\$420.01	\$420.01
6"	\$811.70	\$860.41	\$860.41	\$860.41
10"	\$1,741.85	\$1,846.37	\$1,846.37	\$1,846.37

### Chromium 6 Surcharge

- \$9.71 Flat Charge per account
- Remains constant through FY 2031
- Covers specific expenses associated with Chromium 6 mitigation

# Noticed Water Variable Rates

## Commodity Rates (\$/HCF)

### Variable Rates

Customer Class	Tier Widths	FY 2023 (July 1st)	FY 2024 (July 1st)	FY 2025 (July 1st)	FY 2026 (July 1st)
<b>Residential</b>					
Tier 1	0 – 9	\$2.90	\$3.08	\$3.08	\$3.08
Tier 2	9 – 29	\$3.31	\$3.51	\$3.51	\$3.51
Tier 3	29+	\$7.99	\$8.47	\$8.47	\$8.47
<b>Commercial</b>	Uniform	\$3.87	\$4.11	\$4.11	\$4.11
<b>Institutional</b>	Uniform	\$4.20	\$4.46	\$4.46	\$4.46

# Financial Assumptions

## Account and Usage Data

Key Assumptions	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Account Growth					
Residential	0.0%	0.0%	0.0%	0.0%	0.0%
Commercial	0.0%	0.0%	0.0%	0.0%	0.0%
Institutional	0.0%	0.0%	0.0%	0.0%	0.0%
Total Accounts	7,200	7,200	7,200	7,200	7,200

Consumption by Customer Class	(HCF)	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Residential						
Tier 1	(0-9 HCF)	511,842	511,842	511,842	511,842	511,842
Tier 2	(9-29 HCF)	374,997	374,997	374,997	374,997	374,997
Tier 3	(29+ HCF)	0	0	0	0	0
Subtotal Residential Consumption (HCF)		886,839	886,839	886,839	886,839	886,839
Commercial	(uniform)	9,089	9,089	9,089	9,089	9,089
Institutional	(uniform)	62,392	62,392	62,392	62,392	62,392
<b>Total Consumption by Customer Class (HCF)</b>		<b>958,320</b>	<b>958,320</b>	<b>958,320</b>	<b>958,320</b>	<b>958,320</b>

# Financial Assumptions

## Expense Escalators and Water Supply Assumptions

Key Assumptions	Source:	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Expenditure Escalation						
Benefits		5.0%	4.0%	4.0%	4.0%	4.0%
CalPers		5.0%	6.0%	6.0%	6.0%	6.0%
Capital Construction	ENR 20-City 5-Year Average	7.2%	3.9%	3.9%	3.9%	3.9%
Energy Costs		5.0%	10.0%	10.0%	10.0%	10.0%
General Costs	CPI - LA (BLS) 5-Year Average	7.4%	4.0%	4.0%	4.0%	4.0%
Non-Inflated		0.0%	0.0%	0.0%	0.0%	0.0%
Salaries		5.0%	6.0%	6.0%	6.0%	6.0%
Water Supply		Pass-Through	Pass-Through	Pass-Through	Pass-Through	Pass-Through
Water Loss		15.0%	15.0%	15.0%	15.0%	15.0%

Water Supply Assumptions	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Water Billings/Sales (AF)	2,200 AF	2,200 AF	2,200 AF	2,200 AF	2,200 AF
Water Demand	2,588 AF	2,588 AF	2,588 AF	2,588 AF	2,588 AF
Less: Free Production Allowance	2,518 AF	2,284 AF	2,050 AF	1,816 AF	1,582 AF
Less: Carryover	71 AF	305 AF	AF	AF	AF
Replacement Water	AF	AF	539 AF	773 AF	1,007 AF

# Current Financial Position

Long-Term Financial Plan



# Current Financial Position – Operating

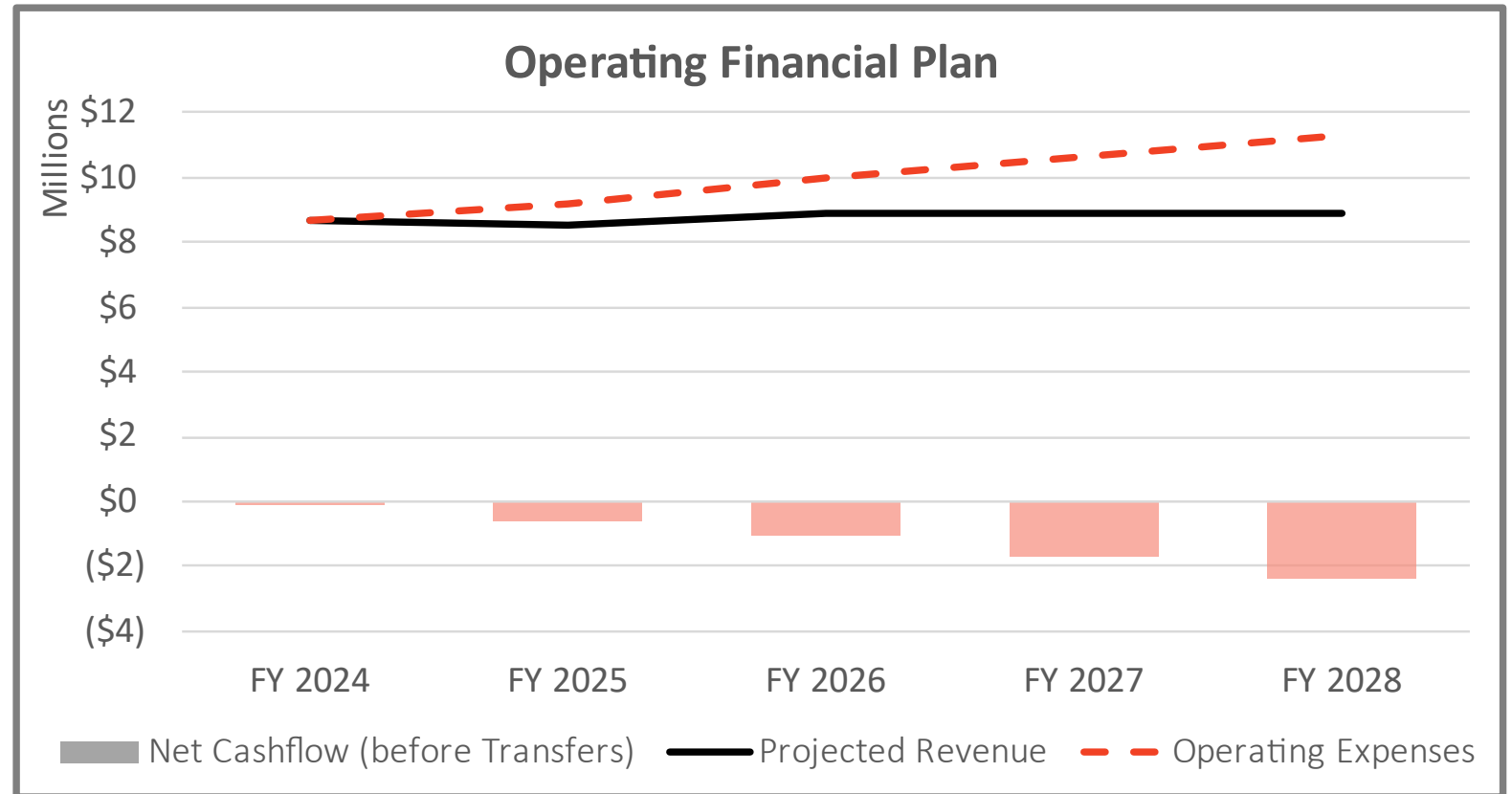
## Water Enterprise

### Financial Plan Metrics

- Generate Positive Net Income
- Comply with Debt Covenants
- Sufficiently Fund Capital Needs
- Meet Reserve Targets

### Additional Comments

- Includes rate adjustments for FY 2024 through FY 2026
- Includes \$6M debt proceeds for Civic Center
- CIP = \$21.8M through FY 2028





# Current Financial Position – Capital

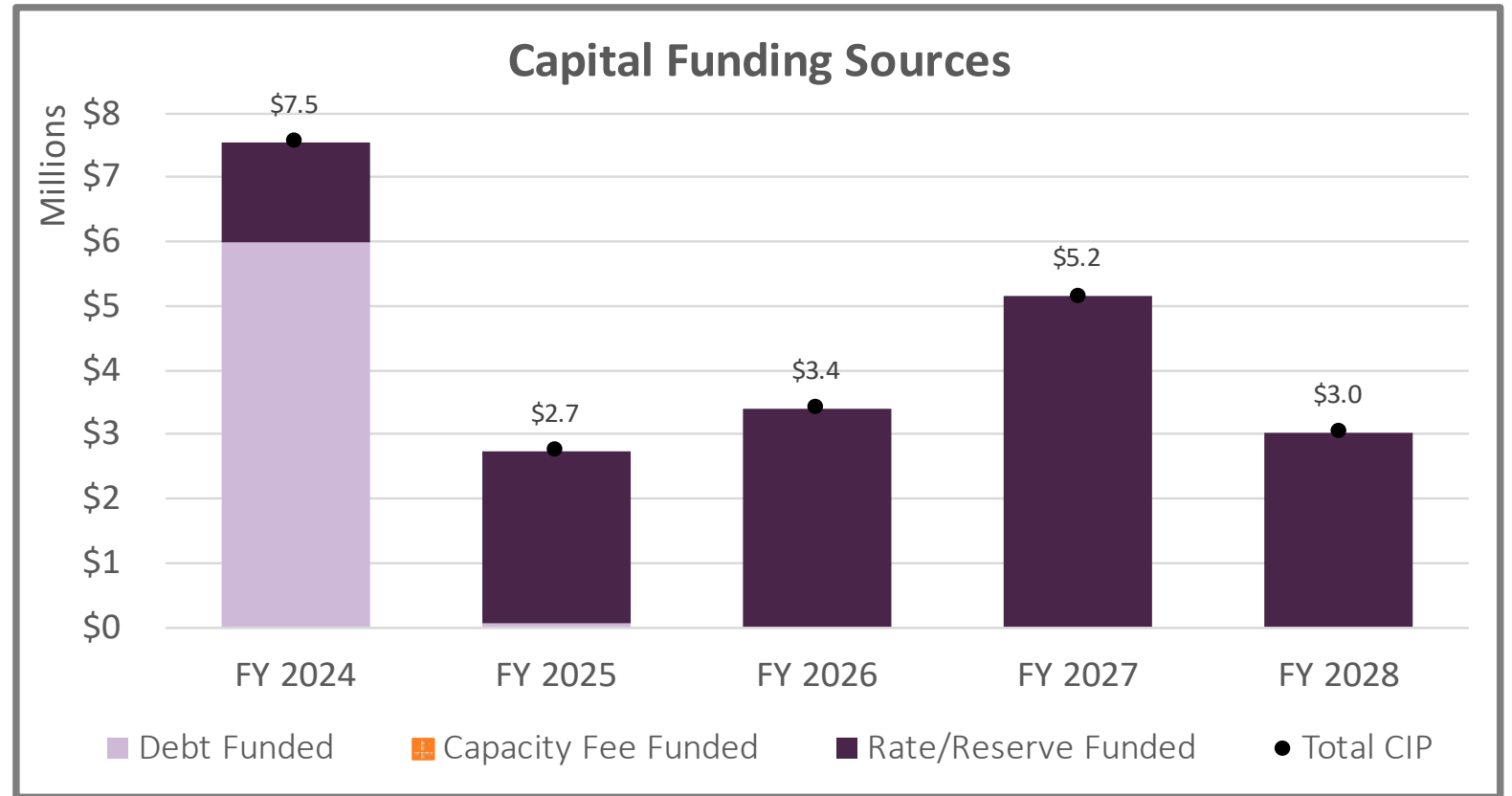
## Water Enterprise

### Financial Plan Metrics

- Generate Positive Net Income
- Comply with Debt Covenants
- Sufficiently Fund Capital Needs
- Meet Reserve Targets

### Additional Comments

- Includes rate adjustments for FY 2024 through FY 2026
- Includes \$6M debt proceeds for Civic Center
- CIP = \$21.8M through FY 2028



# Current Financial Position – Reserves

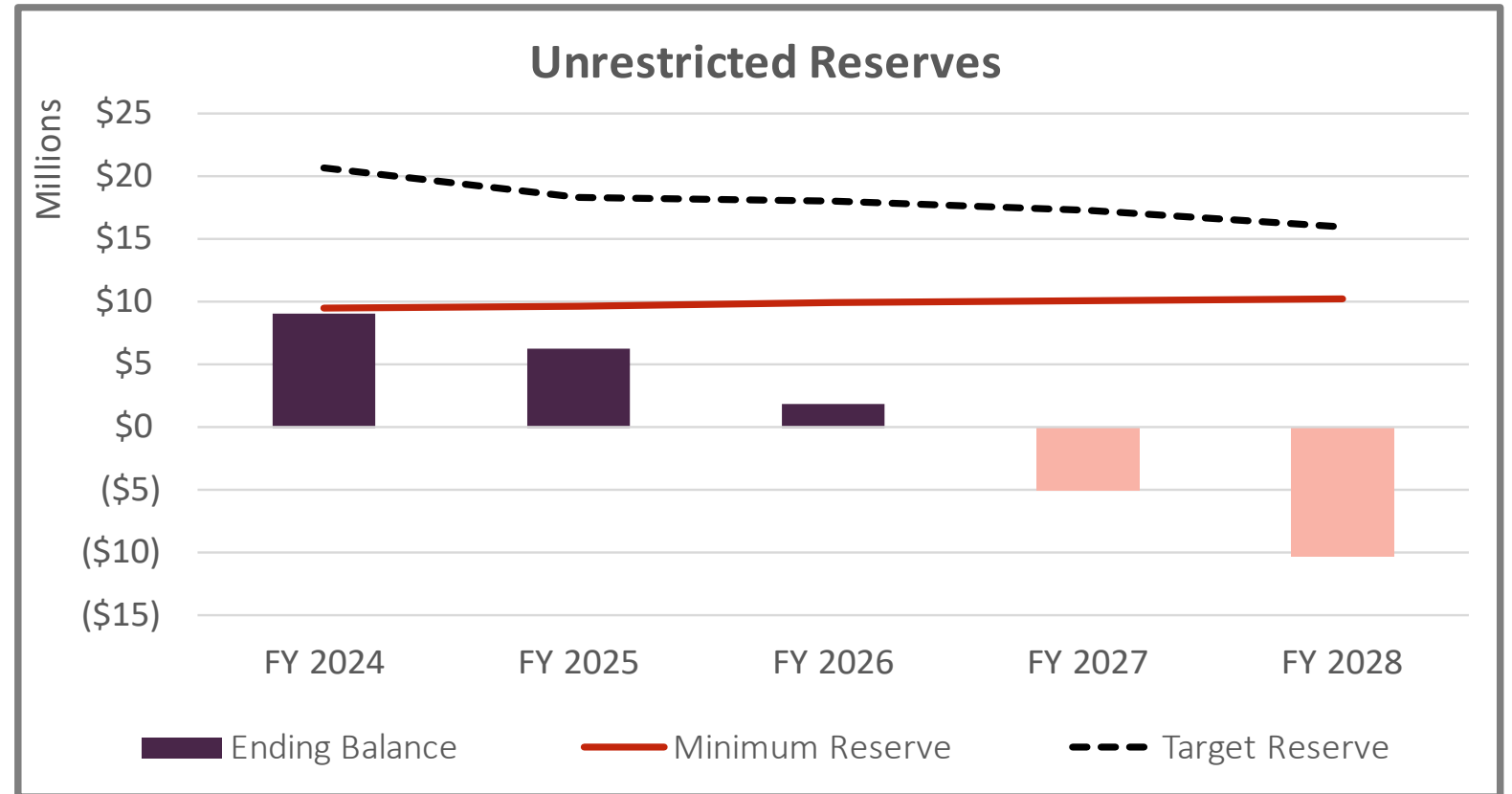
## Water Enterprise

### Financial Plan Metrics

- Generate Positive Net Income
- Comply with Debt Covenants
- Sufficiently Fund Capital Needs
- Meet Reserve Targets

### Additional Comments

- Includes rate adjustments for FY 2024 through FY 2026
- Includes \$6M debt proceeds for Civic Center
- CIP = \$21.8M through FY 2028



# Capital Improvement Plan

## FY 2024 – FY 2028

Project Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
<b>Chromium Mitigation Projects (Cr6 Funding Source)</b>					
Well Profiling (Contingent on state ruling)	\$0	\$0	\$450,000	\$0	\$0
Equip with Cr6 packer	\$150,000	\$0	\$0	\$0	\$0
Additional Water Supply	\$0	\$0	\$2,000,000	\$0	\$0
Well, Equip, 12" pipeline 6K LF (\$2.4mil)	\$0	\$0	\$0	\$0	\$0
Existing 6A (0.4 MG) (Contingent on Fer	\$0	\$700,000	\$0	\$0	\$0
Design / Studies	\$100,000	\$0	\$0	\$0	\$0
<b>Master Plan Reservoirs</b>					
7A-1 (.079 MG) 7A-2 (.079 MG)	\$0	\$0	\$0	\$2,035,000	\$0
Design / Equipping / Studies	\$0	\$0	\$0	\$100,000	\$0
L1 (.483 MG)	\$0	\$0	\$0	\$647,500	\$0
Design / Equipping / Studies	\$0	\$0	\$0	\$100,000	\$0
<b>Master Plan Pipeline</b>					
P1-1,900 LF (8") replace 6"	\$0	\$252,700	\$0	\$0	\$0
P3 -9,500 LF (12")	\$0	\$0	\$0	\$0	\$1,989,200
P14-1,400 (8")	\$0	\$0	\$186,200	\$0	\$0
P15-2,600 LF (8") replace 6"	\$0	\$0	\$0	\$314,600	\$0
<b>Meters</b>					
O & M	\$700,000	\$0	\$0	\$0	\$0
<b>Boosters</b>					
Infrastructure	\$0	\$135,000	\$135,000	\$135,000	\$135,000
<b>Smithson Springs</b>					
Construction (capture tank)	\$0	\$0	\$25,000	\$0	\$0
<b>Land Aquisition</b>					
Purchase	\$0	\$100,000	\$0	\$0	\$0

Project Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
<b>Civic Center (Funding Source)</b>					
Construction SP 1.7	\$6,000,000	\$500,000	\$0	\$0	\$0
<b>Reservoirs</b>					
Infrastructure	\$0	\$0	\$0	\$1,000,000	\$0
<b>Planning</b>					
Report	\$0	\$25,000	\$15,000	\$0	\$0
<b>Repair and Maintenance Plan</b>					
Maintenance	\$48,300	\$267,200	\$48,300	\$48,300	\$48,300
Maintenance	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Rehab Well	\$125,000	\$115,000	\$115,000	\$115,000	\$115,000
Rehab Well 1B (2023) & 2A (2024)	\$0	\$200,000	\$0	\$0	\$0
Rehabilitation	\$80,000	\$85,000	\$85,000	\$85,000	\$85,000
Site Upgrade	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Rebuiled / Replacement / Maintenance	\$15,000	\$10,000	\$10,000	\$10,000	\$10,000
Service Line Replacement (150/yr)	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000
Water Pipeline Lowering/Covering	\$68,000	\$61,000	\$58,000	\$96,000	\$110,000
O & M Contract (2016-2026)	\$35,575	\$35,575	\$35,575	\$35,575	\$35,575
Support Services & Training	\$6,000	\$15,000	\$15,000	\$15,000	\$15,000
Vegetation Mitigation	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
UCMR5	\$0	\$15,000	\$0	\$0	\$0
<b>Capital Purchase</b>					
Field Truck	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000
Software	\$0	\$0	\$0	\$0	\$40,000
Subtotal Scenario 1 - Baseline CIP	\$7,547,875	\$2,736,475	\$3,398,075	\$4,956,975	\$2,803,075
<b>Scenario 1 - Baseline CIP Total Costs</b>	<b>\$7,547,875</b>	<b>\$2,736,475</b>	<b>\$3,398,075</b>	<b>\$5,151,955</b>	<b>\$3,027,927</b>

# Reserve Requirements

## FY 2024 Existing Reserves

### Reserve Scenario / Options:

			FY 2024 Ending Balance	FY 2024 Minimum	FY 2024 Target
Operating Fund Minimum:	90	days of operating expenses	\$1,810,356	\$1,810,356	
Operating Fund Target:	180	days of operating expenses			\$3,620,712
Replacement Reserve Minimum:	2	year(s) of Annual Depreciation	\$5,039,335	\$3,592,526	
Replacement Reserve Target:	2	year(s) of 5-Year Average CIP			\$8,744,923
Disaster Reserve Minimum:	10.0%	of Assets	\$3,946,325	\$3,811,915	
Disaster Reserve Target:	20.0%	of Assets			\$7,623,831
Rate Stabilization Reserve Minimum:	5.0%	of Rate Revenue	\$389,304	\$395,600	
Rate Stabilization Reserve Target:	10.0%	of Rate Revenue			\$791,200
Required Debt Coverage:	115.0%		\$11,185,320	\$9,610,398	\$20,780,666

# Current Financial Position

## Previously noticed rates

### Results From Review

- Outlook reflects operating deficit beginning in FY 2025
- Not meeting debt coverage
- Capital spending reduced, but still requires the use of reserves
- No longer meeting the minimum reserve targets by FY 2025

# Proposed Financial Plan

- 1) Planned CIP
- 2) Revised CIP



# Option 1: Proposed Financial Plan – Operating

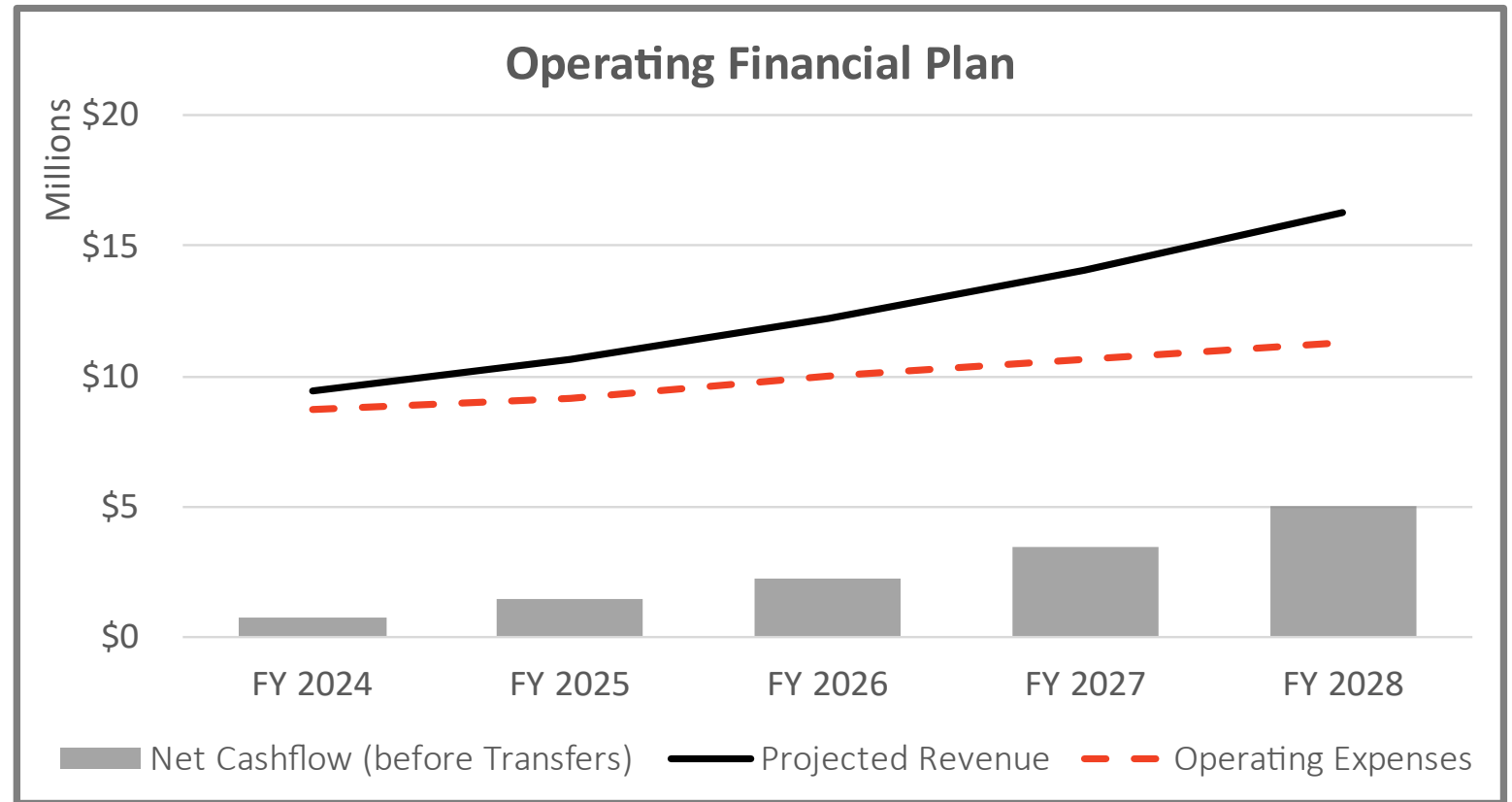
## FY 2024 – FY 2028 Planning Period

Revenue Adjustments:

FY 2024 – FY 2028: 18%, 18%, 18%, 18%, 18%

### Proposed Financial Plan

- Positive Net Income
- Meets minimum reserve target each year
- Fully Fund Planned CIP
  - \$21.8M



# Option 1: Proposed Financial Plan – Planned CIP

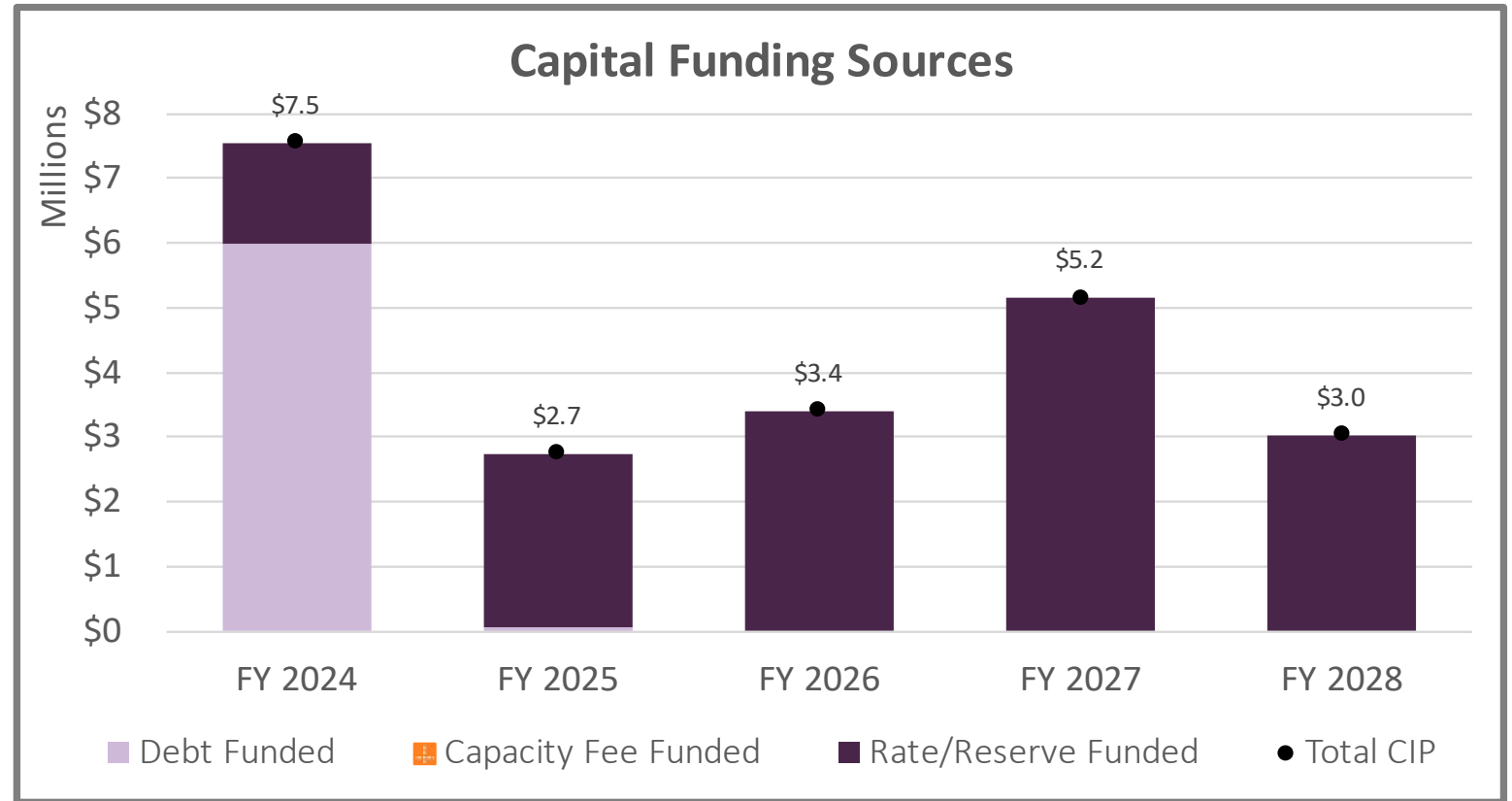
## FY 2024 – FY 2028 Planning Period

Revenue Adjustments:

FY 2024 – FY 2028: 18%, 18%, 18%, 18%, 18%

### Proposed Financial Plan

- Positive Net Income
- Meets minimum reserve target each year
- Fully Fund Planned CIP
  - **\$21.8M**





# Option 1: Proposed Financial Plan – Reserves

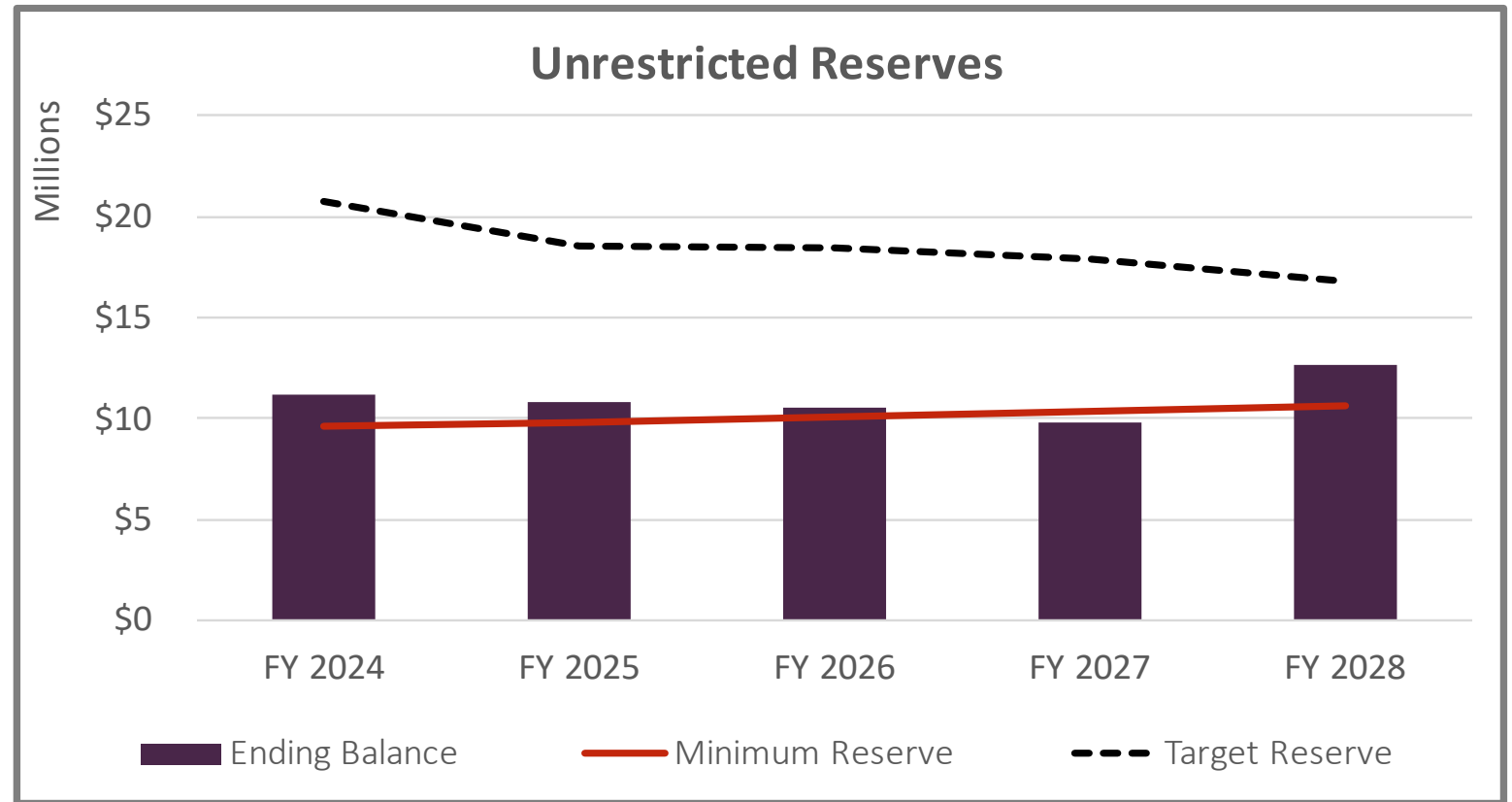
## FY 2024 – FY 2028 Planning Period

Revenue Adjustments:

FY 2024 – FY 2028: 18%, 18%, 18%, 18%, 18%

### Proposed Financial Plan

- Positive Net Income
- Meets minimum reserve target each year
- Fully Fund Planned CIP
  - \$21.8M



# Reduced Capital Improvement Plan

**FY 2024 – FY 2028**

Project Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Chrom 6	\$250,000	\$700,000	\$2,450,000	\$0	\$0
Civic Center	\$6,000,000	\$500,000	\$0	\$0	\$0
Placeholder	\$0	\$0	\$0	\$0	\$0
Placeholder	\$0	\$0	\$0	\$0	\$0
Placeholder	\$0	\$0	\$0	\$0	\$0
Carryforward	\$0	\$0	\$0	\$0	\$0
Out-Years	\$0	\$0	\$0	\$1,796,263	\$1,796,263
Subtotal Scenario 3 -	\$6,250,000	\$1,200,000	\$2,450,000	\$1,796,263	\$1,796,263
<b>Scenario 3 - Total Costs</b>	<b>\$6,250,000</b>	<b>\$1,200,000</b>	<b>\$2,450,000</b>	<b>\$1,866,918</b>	<b>\$1,940,353</b>

- Outer years = Depreciation index by ENR-CCI
- Total CIP costs through FY 2028 = \$13.7M

# Option 2: Proposed Financial Plan – Operating

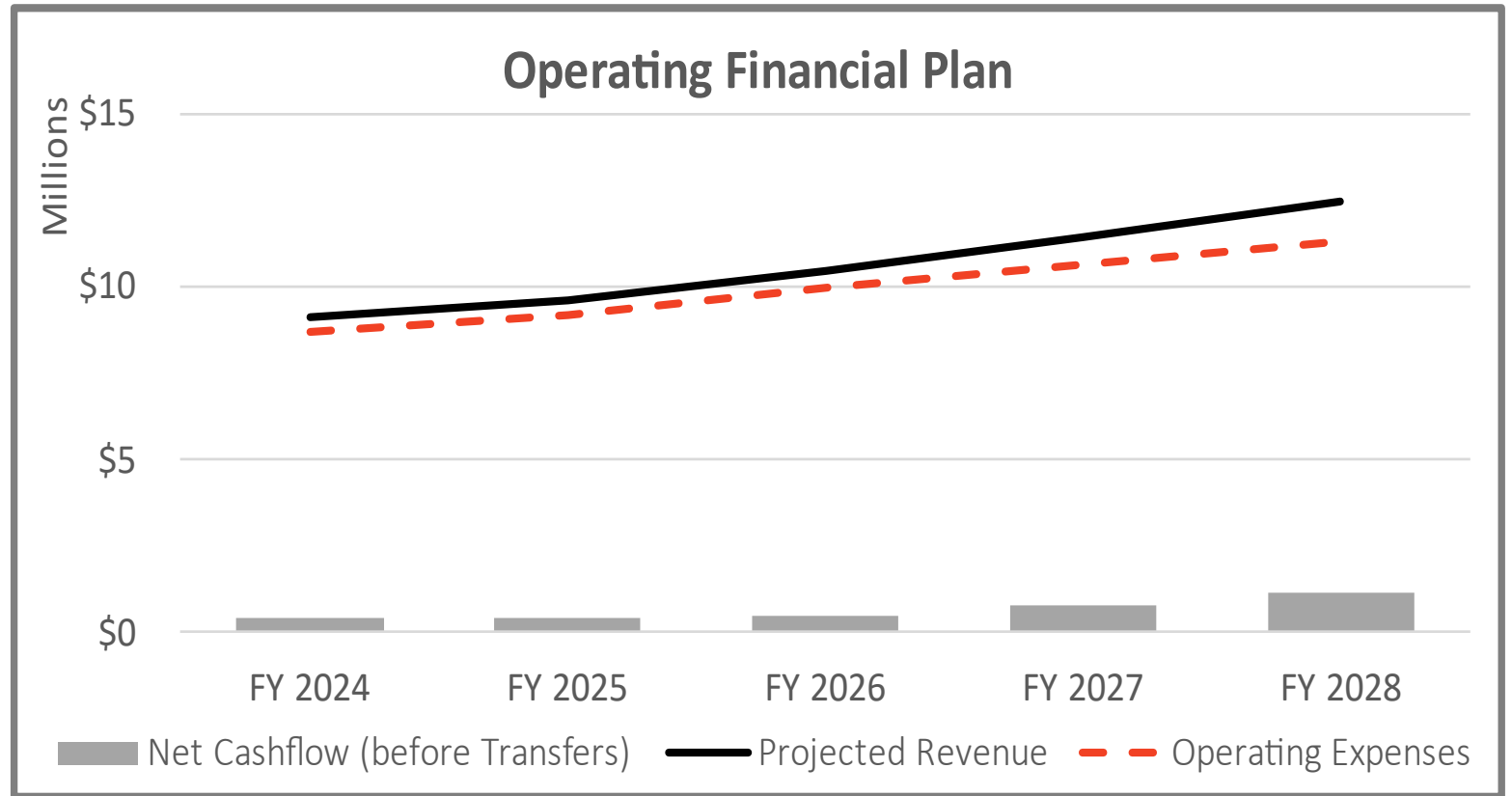
## FY 2024 – FY 2028 Planning Period

Revenue Adjustments:

FY 2024 – FY 2028: 11%, 11%, 11%, 11%, 11%

### Proposed Financial Plan

- Positive Net Income
- Meets minimum reserve target each year
- Reduced CIP
  - \$13.7M



# Option 2: Proposed Financial Plan – Revised CIP

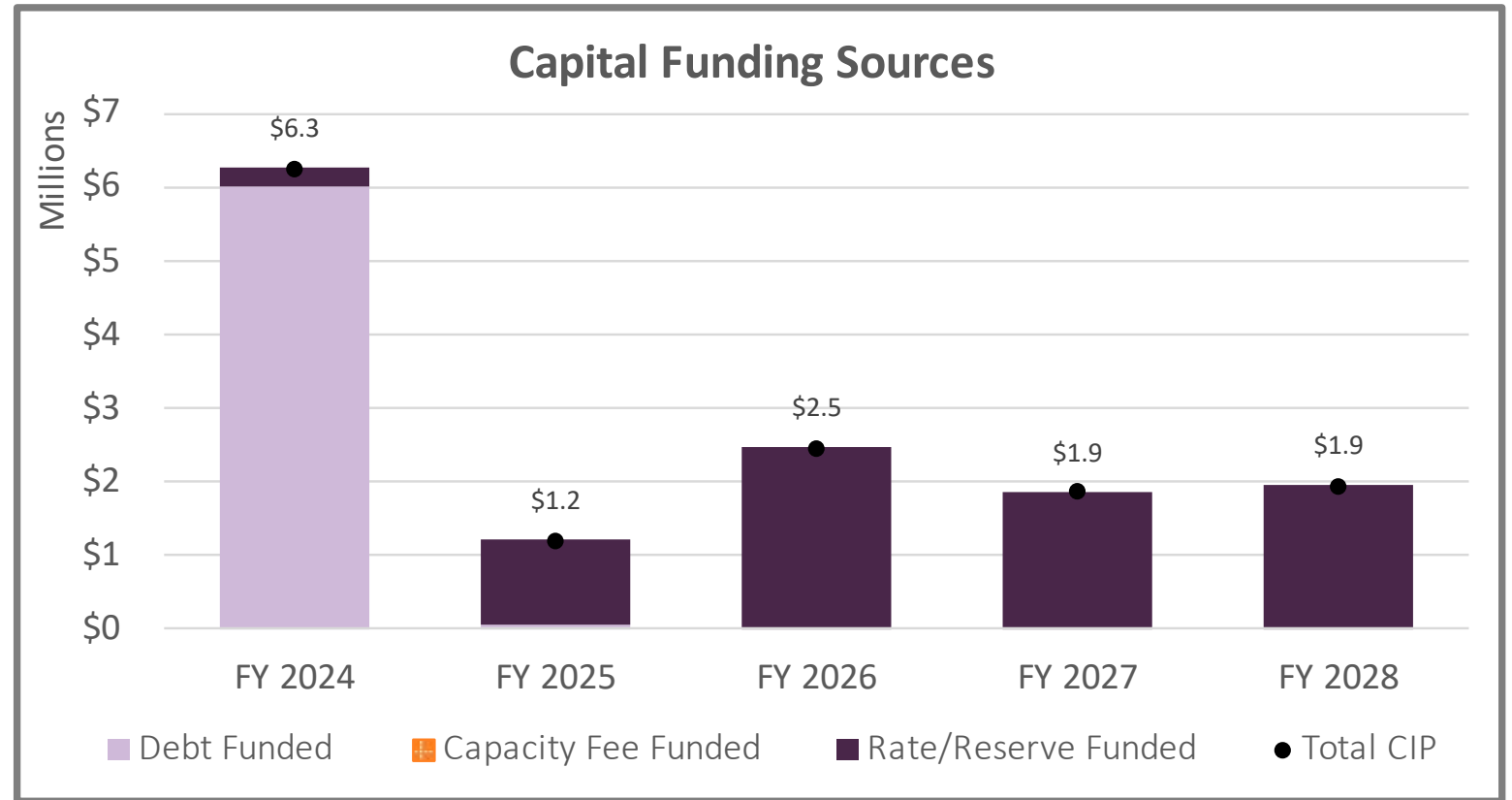
## FY 2024 – FY 2028 Planning Period

Revenue Adjustments:

FY 2024 – FY 2028: 11%, 11%, 11%, 11%, 11%

### Proposed Financial Plan

- Positive Net Income
- Meets minimum reserve target each year
- Reduced CIP
  - **\$13.7M**



# Option 2: Proposed Financial Plan – Reserves

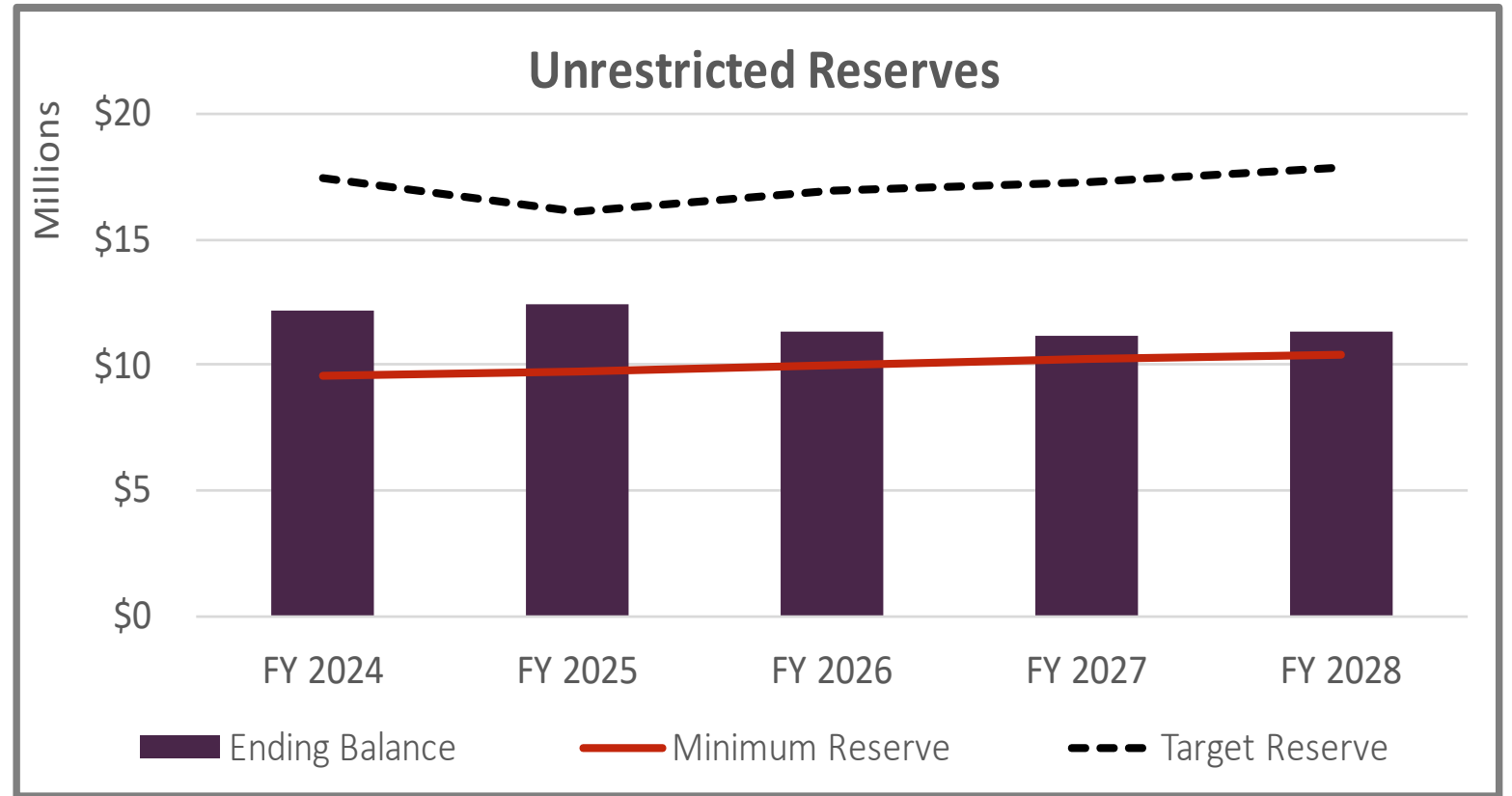
## FY 2024 – FY 2028 Planning Period

Revenue Adjustments:

FY 2024 – FY 2028: 11%, 11%, 11%, 11%, 11%

### Proposed Financial Plan

- Positive Net Income
- Meets minimum reserve target each year
- Reduced CIP
  - \$13.7M



# Next Steps

Cost-of-Service Study



# Next Steps

## Upcoming Tasks / Meetings

- Cost-of-Service Analysis
- Rate Development
- Board Rate Workshop ~~August 10<sup>th</sup>~~ August 9th

# Agenda Item 6e

Update on Solid Waste Program  
Implementation





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

## MEMORANDUM

**DATE:** August 9, 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

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### STAFF RECOMMENDATION

None

### BACKGROUND

Staff will update the Board on Solid Waste Program Implementation.

### FISCAL IMPACT

None

### ATTACHMENT(S)

None

# Agenda Item 6f

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](http://www.pphcsd.org)

## MEMORANDUM

**DATE:** August 9, 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

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### 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

## **District Meetings List**

### **Board Meeting**

Regular Meetings: Second & Fourth Wednesday of the Month

Meeting Time: 5:00pm

Board Members: Chuck Hays, Rebecca Kujawa, Deborah Philips, Mark Roberts, Greg Snyder

### **Engineering – Standing Committee**

Meeting Frequency: Monthly

Meeting Dates: Third Wednesday of each Month

Meeting Time: 4:30pm

Committee Members: Rebecca Kujawa, Mark Roberts

### **Finance – Standing Committee**

Meeting Frequency: Quarterly

Meeting Dates: Third Tuesday in January, April, July, October

Meeting Time: 4:00pm

Committee Members: Mark Roberts, Chuck Hays

### **Legislative – Standing Committee**

Meeting Frequency: Quarterly

Meeting Dates: Second Tuesday in March, June, September, December

Meeting Time: 3:00pm

Committee Members: Deborah Philips, Greg Snyder

### **Parks, Recreation & Street Lighting – Standing Committee**

Meeting Frequency: Quarterly

Meeting Dates: Second Tuesday in February, May, August, November

Meeting Time: 4:30pm

Committee Members: Rebecca Kujawa, Greg Snyder

### **Waste & Recycling – Standing Committee**

Meeting Frequency: Monthly

Meeting Dates: Third Wednesday of Each Month

Meeting Time: 2:30pm

Committee Members: Chuck Hays, Deborah Philips

## **SPECIAL ENGINEERING COMMITTEE MEETING MINUTES**

June 21, 2023 – 4:30 p.m.  
Phelan Community Center  
4128 Warbler Road, Phelan, CA 92371  
& Remotely Via Zoom or Conference Call

**Board Members Present:** Mark Roberts, Director (Chair)  
Rebecca Kujawa, President

**Staff Present:** George Cardenas, Engineering Manager  
Kim Sevy, HR & Solid Waste Manager/District Clerk  
Sean Wright, Water Operations Manager  
Chris Cummings, Water Operations Assistant Manager  
Tony De La Rosa, Engineering Technician  
Jennifer Oakes, Executive Management Analyst

### **Call to Order**

Director Roberts called the meeting to order at 4:31 p.m.

### **Roll Call**

All Committee Members were present at Roll Call.

#### 1) **Approval of Agenda**

Vice President Roberts moved to approve the Agenda. President Kujawa seconded the motion. Motion passed unanimously.

#### 2) **Public Comment** – None

#### 3) **Approval of Minutes**

President Kujawa moved to approve the Minutes. Vice President Roberts seconded the motion. Motion passed unanimously.

#### 4) **Oeste Recharge Study Project**

Mr. Wright provided an update.

#### 5) **Discussion Regarding Water System**

- **Pumps and Wells Services Agreement**
- **10-Year Tank Rehabilitation & Maintenance Service**
- **Water Quality**
- **Service Line Replacement Program**
- **Other Repairs/Replacements/Updates/Maintenance**

Mr. Wright reported on system repairs, tank maintenance, completion of the pipeline project, water meter replacement program, dead-end flushing, the fill station, and water levels. A written report was provided in the agenda packet.

- 6) **Smithson Springs Update**  
Mr. Cardenas reported the de-sedimentation pond is weedy. Water flow is low. It is not clear why the flow is low.
- 7) **State Regulations Update**  
Establishment of a Chromium-6 MCL by the state is estimated to take place in 8-12 months. An update on conservation is going to the Board at the second meeting in June.
- 8) **Review of Current Projects**
  - **New Well No. 15**
  - **Well No. 17**
  - **Tank 6A**Mr. Wright and Mr. Cardenas provided updates on the current projects.
- 9) **Review of Capital Projects**  
No discussion.
- 10) **Staff Reports**  
Nothing new to report; a written report is in the agenda packet.
- 11) **Review of Action Items**
  - a) **Prior Meeting**
    - None
  - b) **Current Meeting**
    - Hydrographs
    - Presentation on Chromium-6 to Board in October
- 12) **Set Agenda for Next Meeting** – July 19, 2023
  - Remove Item 9
  - Add Tank 6A to Item 8
- 13) **Adjournment**  
With no further business before the Committee, the meeting adjourned at 4:58 p.m.

Agenda materials can be viewed online at [www.pphcsd.org](http://www.pphcsd.org)

## **SPECIAL FINANCE COMMITTEE MEETING MINUTES**

July 25, 2023

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

**Board Members Present:** Mark Roberts, Vice President/Chair  
Chuck Hays, Director

**Board Members Absent:** None

**Staff Present:** Don Bartz, General Manager  
Lori Lowrance, Assistant General Manager/CFO  
David Noland, Finance Supervisor  
Kim Sevy, HR & Solid Waste Manager/District Clerk

### **Call to Order**

Vice President Roberts called the meeting to order at 4:00 p.m.

### **Roll Call**

All Committee Members were present at Roll Call.

#### **1) Approval of Agenda**

Vice President Roberts moved to approve the Agenda. Director Hays seconded the motion. Motion passed unanimously.

#### **2) Public Comment**

None

#### **3) Approval of Minutes**

Director Hays moved to approve the Minutes, as amended. Vice President Roberts seconded the motion. Motion passed unanimously.

#### **4) Review of Quarterly Financials**

The Committee reviewed the financials.

#### **5) Review of Solar Project Credits & Expenses**

The Committee reviewed the solar project credits and expenses.

#### **6) Review of Quarterly Investment Report**

The Committee reviewed the Cash/Investment report.

#### **7) Committee Comments**

Nothing further.



**8) Review of Action Items**

- a) **Prior Meeting** – Complete - a port-a-potty has been purchased.
- b) **Current Meeting** – None

**9) Set Agenda for Next Meeting**

- Regular Meeting - October 17, 2023

**10) Adjournment**

With no further business before the Committee, the meeting adjourned at 4:40 p.m.

Agenda materials can be viewed online at <https://www.pphcsd.org>

# Agenda Item 8

Staff & General Manager's Report



## Water Operations Manager's Report July 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	53 samples	Monthly	All in compliance, Sampled Weekly
General physical samples	6 samples	Monthly	All in compliance, Sampled Weekly
TTHM/HAA5	4 samples sets	Quarterly	All in compliance.
Title 22	0 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	2 samples	As needed	All in compliance.
Nitrate as N	8 samples	As needed	All in Compliance.
Chromium 6	14 samples	Quarterly	All in Compliance.
Secondary GP'S	1 samples	As needed	All in Compliance.
Uranium	0 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.

<b>Total Monthly Production</b>	362.55 A. F. 7 % more than 2022
<b>2022 Monthly Production</b>	337.72 A. F.
<b>USA's Marked</b>	293
<b>Service Orders Completed</b>	637 service orders completed
<b>Main/Service Line Leaks</b>	72 service line leaks repaired. 1 Main line leak/ breaks repaired
<b>Hydrant Repairs/Replacements</b>	2 hydrant repaired/1 replaced
<b>Residential Meters Sold</b>	3
<b>Commercial Meters Sold</b>	0
<b>YTD Total Meters Sold (Calendar)</b>	21 (86 in 2022) (95 in 2021)
<b>Construction Meters Out</b>	4
<b>Service Lines Replaced</b>	9

### Job Code Summary

<b>Job Code</b>	<b>Total Completed</b>
C-Lock - Lock	56
C-Read & Unlock-Open - Read & Unlock - Opening	5
C-Read & Unlock-OC-DM - Read & Unlock - Opening-OC-DM	31
D-Closing Read & Lck - Closing Read & Lock DO NOT USE	4
D-Closing Read-OC-DM - Closing Read & Lock-OC-DM DO NOT USE	1
M- Investigate Lock - Verify Meter Still Locked	14
M- Verify Acct Class - Verify Account Class	0
M- Water Audit - Audit Water Usage	1
M-Backflow - Backflow Information	0
M-Cost Estimate Req - Cost Estimate Request	2
M-Data - Data Log	1
M-Bees- Bees	0
M-Investigate Leak - Investigate Leak	0
M-Investigate No Wtr - Investigate No Water	2
M-Lock No N/O Info - Meter Locked No New Owner Info	0
M-Low/No Consumption - Investigate Low/No Consumption	12
M-Meter Leaking - Meter Leaking	0
M-Meter UTL - Buried - Meter UTL - Buried	0
M-Pressure Ck Hi-Low - Pressure Check Hi-Low	3
M-R/R Angle Stop - Repair/ Replace Angle Stop	1
M-R/R Gate Valve - Repair/ Replace Gate Valve	3
M-Read - Read (do not update Read)	0
M-Repair Svc Line - Repair Service Line	72
M-Repair/Install Box - Meter Box	1
M-Replace Serv Line - Replace Service Line	9

M-Stake Meter Loc - Stake Meter Location	1
M-Status - Status	6
M-Turn off-Cust Req - Turn off - Customer Request	2
M-UNLOCK – UNLOCK	22
M-Verify Leak Repair - Verify Leak Repaired	1
M-Water Loss Leak - Door Hanger Water Loss Leak	2
M-Water Quality Taste - Water Quality - Taste	0
S- Replace Register - Register Not Sending Signal	350
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	4
S-Replace Register - Replace Register Mueller	0
S-Replace Mtr- Replace Entire Meter Bottom Seal Leaking	0
Grand Totals	637

### **Summary of Current Projects**

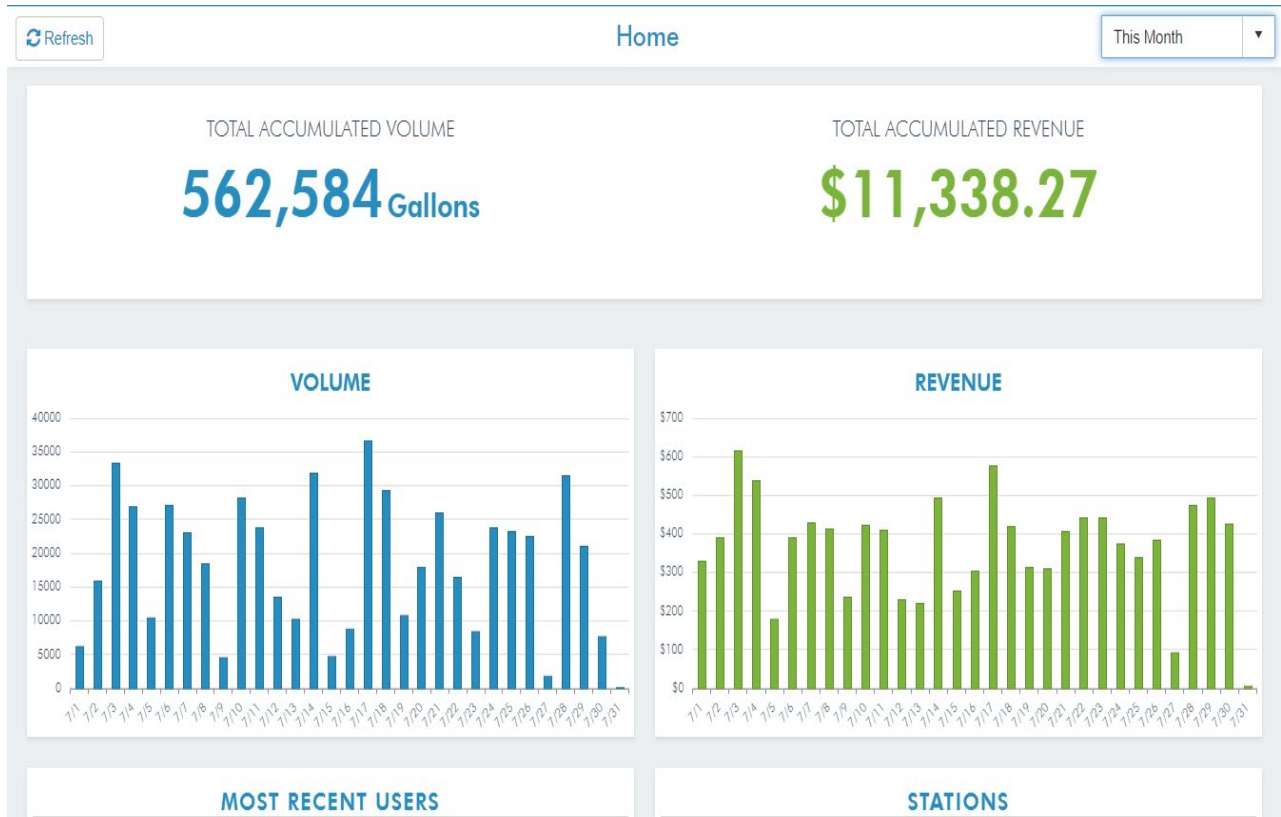
The following is a brief summary of all current and completed projects for the reported period

- Well Soundings at all wells are being done monthly
- Well 14 Production for June 0.18 AF, YTD 1.08 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. 22 Replaced Calendar Year to Date, 9 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- 5413 of 7204 Replaced – 75 % Complete
- Tank 1C-2 Interior coating sand, blast, re-coat- 100% Complete
- Outfitting & Equipping of Mountain well (Well 17)- 96% Complete
- Drilling, Outfitting, and Equipping of Well # 15- 75% 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
- Well 1B pulled due to failure for rehabilitation-20% Complete
- Mainline extensions @ Coyote & Wagon Train and Smoketree & Beaver- 100% Complete

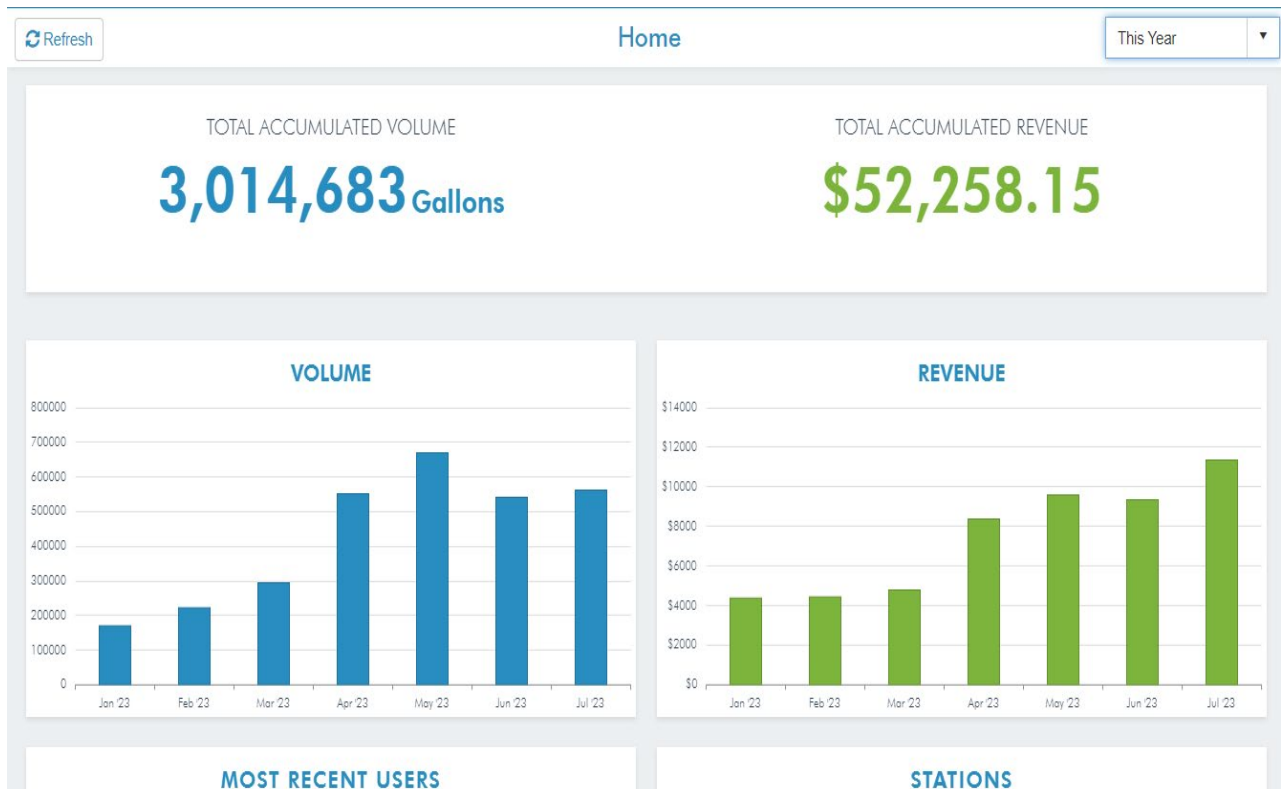
### **Projects Completed**

- 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
- 168 Dead ends flushed of 317 = every year no matter what < No goal, this is mandatory
- 1936 hydrants = 50 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-2,8A Complete

- The Fill Station Stats For the Month of July



- The Fill Station Stats For Year to Date 2023



## MANAGEMENT REPORT

**DATE:** August 4, 2023  
**PREPARED BY:** Kim Sevy, HR & Solid Waste Manager  
**SUBJECT:** July 2023 Manager's Report

### SOLID WASTE & RECYCLING

#### Customer Data:

<u>COMMERCIAL ACCOUNTS</u>	<u>NO.</u>	<u>CITATIONS ISSUED</u>	<u>NO.</u>
Trash	92	Commercial	1
Recycling	90	Residential	0
Organics	N/A		
		<u>PERMITS ACTIVE</u>	<u>NO.</u>
		Self-Haul - Commercial Recycling	2
		Self-Haul - Commercial Organics	0
		Self-Haul - Residential Recycling	N/A
		Self-Haul - Residential Organics	N/A
		SB1383 Exemptions – Commercial	14
<u>SCHOOL ACCOUNTS</u>	<u>NO.</u>	<u>TEMPORARY SERVICE</u>	<u>NO.</u>
Trash	16	Temporary - Trash	15
Recycling	16	Temporary - Recycling	0
Organics	N/A		
<u>RESIDENTIAL ACCOUNTS</u>	<u>NO.</u>		
Trash	5,338		
Recycling	34		
Organics	N/A		

CR&R - Confirming or Modifying	687	46.20%		
CR&R - Change to Self-Haul	20	1.34%		
Current Self-Hauler - Confirming	570	38.33%		
Current Self-Hauler - Change to CR&R	73	4.91%		
New Resident/Self-Haul	8	0.54%		
New Resident/Start CR&R Service	129	8.68%	TOTAL CR&R	60%
<b>TOTAL</b>	<b>1487</b>	<b>100.00%</b>	TOTAL Self-Haul	40%

#### Notable Activity:

- Gathering additional SB 1383 exemption forms from applicable commercial customers
- Mailed CR&R and District customers in July bills.
- New CR&R rates went into effect July 1, 2023
- Annual report submitted to County
- Weekly meetings with CR&R staff
- Food scrap containers are available in the District office
- Planning community outreach events for August:
  - Kiwanis
  - High Desert Horsemen
  - Farmers Market Booth

#### Recent & Upcoming Events:

- Community Clean-up & Free Tire Disposal Day

- September 9, 2023 – 8am-noon
- CR&R Service Yard
- Free Tire Disposal Day
  - December 9, 2023 – 8am-noon
  - CR&R Service Yard

**HUMAN RESOURCES**

Statistical Data:

- Full Time Employees: 26
  - Engineering: 3
  - Water (Field): 10.5
  - Parks & Rec: 2.5
  - Administration: 11
- Part Time Employees: 0
- Temporary Employees: 1.5
- Open Positions: 1

**MISCELLANEOUS**

Recent District Events:

*(for Park & Rec events, see Park Operations Supervisor’s Report)*

- None

Website Data (for July 2023)

PAGE	Unique Views	Total Views
Main Page	2,372	4,291
My Account	1,554	3,509
Residential – Solid Waste	745	1,364
Water Department	421	630
Solid Waste & Recycling	383	592
Water Department	434	634
Services	394	568
Employment	240	544
Events	233	444
Job Postings	209	431
Contact Us	239	335
Apply for Service	146	328
Meetings	80	245
Sign Up for Classes	96	236
Rates & Fees	113	176
Parks & Recreation	106	157
Board of Directors Meeting	54	153
Calendar	84	151
Sorting Wizard	89	138
Residential Solid Waste Rates	91	111



## Grants

- **SB 1383 Local Compliance Grant**
  - Submitted in January 2022. The District was awarded \$20,000. Grant funds have been used to pay for Solid Waste consultant. There is \$9,267.50 in funds remaining.
- **Small Scale Water Efficiency Grant**
  - \$75,000 has been disbursed and the grant has been closed out.
- **Community Project Funding Request - 2023**
  - Staff submitted a Community Project Funding Request (“Request”) in the amount of \$2 million to help fund a portion of the Civic Center Project which will house the Community/Board Room that also will serve as the area’s Community Emergency Operations Center. The \$2 million request was funded in the FY2023 Omnibus appropriations bill which the Senate and House passed at the end of December. CalOES issued grant documents to the District to complete as they will be administering the funds. There is no update as to when the funds will be allocated by FEMA and CalOES.
- **Community Project Funding Request - 2024**
  - Staff submitted a Community Project Funding Request (“Request”) in the amount of \$2,000,000 to help fund a Tank 6A-2. Staff is pleased to report the District’s full Request was selected by the Congressman as one of the 15 projects he submitted to the House Appropriations Committee.
  - There is an approximately year-long process before final approval and receipt of funds. The Request must be reviewed and approved by the House Appropriations Committee who will then craft legislation in the form of funding bills which are then consolidated with the Senate Appropriations Committee’s funding bills. The consolidated funding bill is then signed into law by the President and funding is then distributed. After funding is distributed, the District will have approximately 12-24 months to complete the project and is subject to an audit by the Government Accountability Office. During this time, it is possible that funding for such Requests may disappear, however all indications show that funding is likely to continue for now.
- **County American Rescue Program Act (ARPA) Funds**
  - Staff worked with consultants and submitted a request to the county. The county has preliminarily approved \$457,194 in ARPA funds for construction of certain parks elements. The contract was approved by the District’s Board on 3/8/2023 and has been submitted to the County and is awaiting Board of Supervisors for ratification, expected mid-August. Staff is in the process of negotiating the PSA with Wallace Group.
- **Land and Water Conservation Fund Grant**
  - The grant was submitted on May 31, 2023, in the amount of \$976,154. The state requested additional information and application revisions. Staff met with state grant staff virtually to review the project. A sited visit was conducted.

- After review of the grant requirements, particularly the lengthy process required to borrow dirt for the site for the Civic Center, staff has withdrawn the application and will apply again if there is another application cycle for this grant.

# Agenda Item 9

Director Reports

Chad Palmer - CSDA

1. Bills being introduced:
  1. AB 557 - remote meetings
  2. AB 1637 - .gov website requirement
  3. CARB - 50% of vehicles by 2024; 100% by 2027

Kimberly Cox - LAFCO

1. New Chair - Acquanetta Warren
2. Offering Gov't Classes in Fall/Spring in Finance

Scholarship Presentation

1. Zack - Rim of the World
2. Haley - Oak Hills
3. Grayson - Serrano

Presentation:

Emotional intelligence (otherwise known as emotional quotient or EQ) is the ability to understand, use, and manage your own emotions in positive ways to relieve stress, communicate effectively, empathize with others, overcome challenges and defuse conflict.

What's your predominant style?

Analyzer, Builder, Collaborator, Driver.

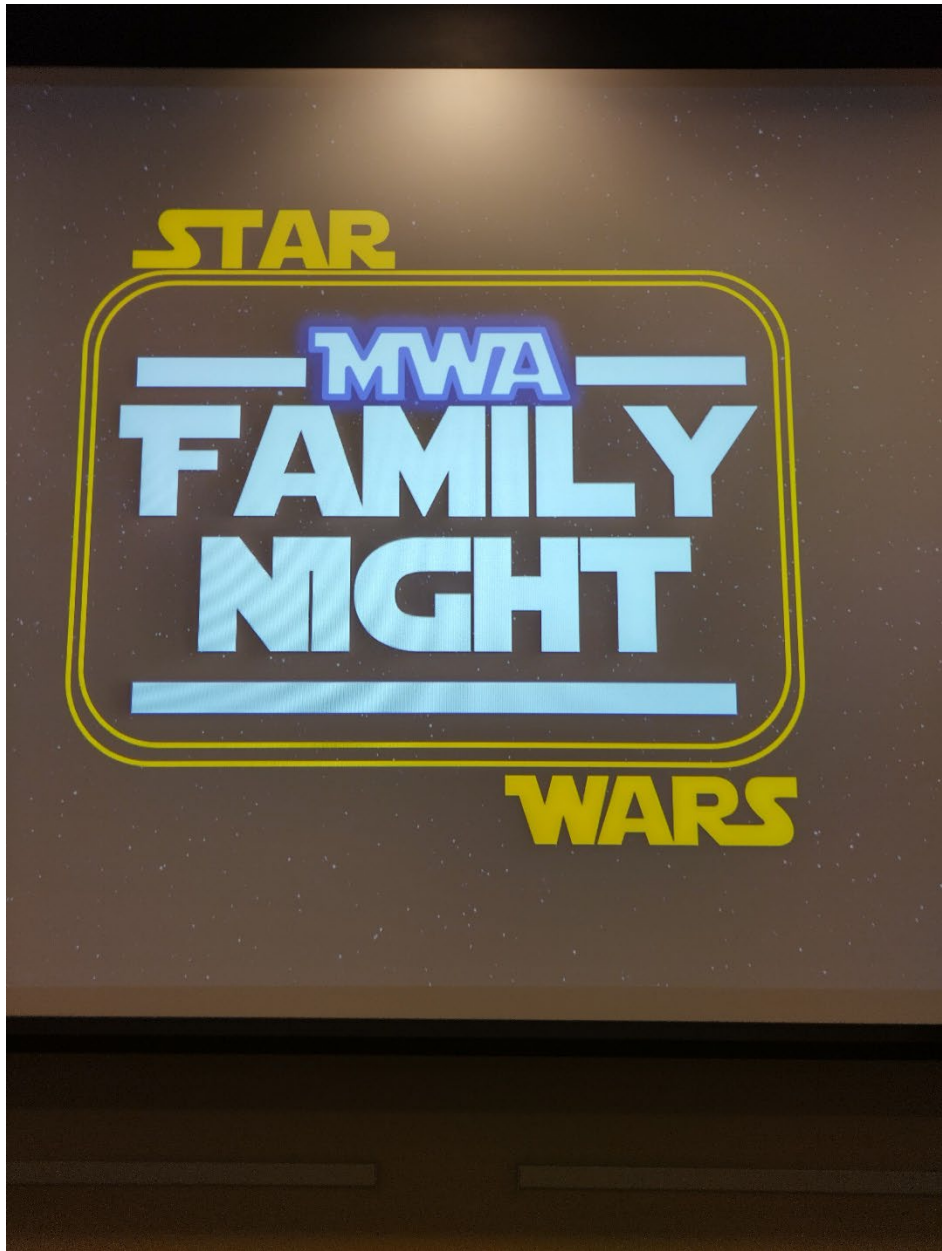
What's your communication style?

Director, Initiator, Relater, Thinker

## Director Philips – July 2023

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- 17<sup>th</sup> ASBCSD – EQ: Communicating better by understanding people.
- 19<sup>th</sup> MWA - TAC Ad Hoc: How to best address the indoor/outdoor water usage as individual agencies and as a larger group of agencies through Mojave Water Agencies Technical Advisory Committee.
- 25<sup>th</sup> MWA - Wonders of Water: Family night! Star Wars themed presentation with hands on activities that educate the children, the adults, and even the teens.
- 27<sup>th</sup> Women in Water - Inland Empire: How to best handle the juggling of life's needs.











# Agenda Item 10

Correspondence/Information

# COMMUNITY CLEANUP & FREE TIRE DAY

Sept. 9, 2023

8 AM - 12 PM

Drop Off Location:  
9828 Buckwheat Rd  
Phelan, CA



*\*District residents only. Must show proof of residency. Limit of 9 tires per residence. Must be off rim. NO COMMERCIAL.*

- ✓ Free Residential Trash & Yard Waste Collection
- ✓ Free Tire Collection
- ✓ Free Recyclable Materials Collection
- ✗ No Hazardous Waste or E-waste
- ✗ No Commercial Waste or Commercial Tires

**Questions? Call 760-868-1212**

**CR&R**  
INCORPORATED  
environmental services

**CalRecycle**



**PHELAN PIÑON HILLS CSD  
SOLID WASTE  
SERVICES**

**Phelan Piñon Hills CSD**  
Established 2001

# Your Smart Meter Account is Waiting for You

## 1. Register or Login to Account

Go to [www.pphcsd.org](http://www.pphcsd.org) to login or to register your online water account.

## 2. Set Up Alerts

Choose communication preferences for consumption alerts and billing reminders.

### **Choose Notification Type**

- Text Message
- Email
- Phone Call

### **Consumption Alerts**

- Leak Alerts - When water consumption indicates a possible leak or constant usage.
- Billing Threshold Alerts - If the current estimated bill amount exceeds the 12-month averaged bill amount.
- Consumption Threshold Alerts - If current daily or monthly usage exceeds the average daily or monthly consumption amount.

### **Billing Reminders**

- Bill Reminders - When there is a new or past balance posted.
- Auto Pay - Get notified when a payment is successfully drafted or declined.
- Payment Method - Notification when a payment method is updated or is expiring.



Have more questions or  
need help?  
Contact us: 760-868-1212



*Have you completed your application?* 

# THE WAY WE DISPOSE OF TRASH IS CHANGING



*What if I have not received an application?*

- Complete the application on the reverse side of this flyer and mail it in with your water bill payment, or drop it off at the District Office located at 4176 Warbler Road in Phelan.
- Visit our website at [www.PPHCSD.org/residential](http://www.PPHCSD.org/residential) or scan the QR code below for additional information and to complete your application online.
- All residents of Phelan and Pinon Hills must complete an application, including existing CR&R customers, new customers, and self-haulers.

**Learn More:**  
[www.PPHCSD.org/residential](http://www.PPHCSD.org/residential)

**Questions?**  
(760) 868-1212

*Complete your application online:*





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

**APPLICATION FOR SOLID WASTE COLLECTION SERVICE/SELF-HAUL**

**Owner**       **Tenant** (3-cart service only – written permission from property owner needed for other services/self-haul)

PARCEL NUMBER (APN): \_\_\_\_\_ WATER SERVICE PROVIDER: \_\_\_\_\_  
IF KNOWN

SERVICE ADDRESS: \_\_\_\_\_

CUSTOMER NAME(S): \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE/CELL/TEXT NO:      Primary \_\_\_\_\_      Secondary \_\_\_\_\_

DRIVERS LICENSE/ID NO: \_\_\_\_\_      DATE OF BIRTH: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**OPTION #1: SELF-HAUL TO TRANSFER STATION (DUMP)** (no fee or permit required at this time)

- I am a current self-hauler and want to continue to self-haul.
- I am a current CR&R customer and want to cancel my CR&R collection service and self-haul instead.
- I am a new resident and want to self-haul.

**Self-Hauler Acknowledgements**

*As a self-hauler, you must sort trash, recycling, and organics before going to the dump. You are also required to keep receipts for verification of self-hauling. You may change from a self-hauler to a CR&R collection customer but will need to complete a new application. Tenants cannot self-haul without written authorization from the owner. By signing this form below, you are acknowledging these requirements.*

**OPTION #2: CONTINUE/SIGN-UP/CHANGE COLLECTION SERVICE WITH CR&R**

- I am a current CR&R collection service customer and want to confirm or modify my service level.
- I am a current self-hauler and want to sign-up for collection service with CR&R.
- I am a new resident and want to sign-up for collection service with CR&R.

**CR&R Standard Service Options – Choose One**

- Standard 3-Cart Service - \$30.98/month\*  
(1 trash cart, 1 recycling cart, 1 organics cart)
- Standard Bin (Dumpster) Service - \$121.20/month\*  
(1 two-yard bin, 1 recycling cart, 1 organics cart)

**Additional CR&R Service Options**

- Additional Trash Cart(s) Quantity: \_\_\_\_\_  
\$7.01/month\* for each additional cart
- Additional Recycling Cart(s) Quantity: \_\_\_\_\_  
\$7.01/month\* for each additional cart
- Other: \_\_\_\_\_
- Additional Organics Cart(s) Quantity: \_\_\_\_\_  
\$7.01/month\* for each additional cart

I am moving out of Phelan/Piñon Hills and want to stop collection service. *Moving Date:* \_\_\_\_\_

**CR&R Collection Customer Acknowledgements**

*All solid waste must be separated into the appropriate cart or bin. Information on how to sort your solid waste is attached to this application. Information on collection day(s)/time(s) will be provided when your containers are delivered. Property owners are responsible for all unpaid charges; tenants may only sign-up for basic, 3-cart collection service unless written authorization for additional services is received from the owner of the property. By signing this form below, you are acknowledging these requirements.*

**Customer Signature (REQUIRED) \_\_\_\_\_ Date \_\_\_\_\_**

\*Rates effective 7/1/2023. Residential cart service is billed quarterly in advance. Residential bin service is billed monthly in advance.

OFFICE STAFF ONLY:  Sent to CR&R     Legal Property Owner    NOTES: \_\_\_\_\_

# Agenda Item 11

Review of Action Items

# Agenda Item 12

Set Agenda for Next Meeting



# Agenda Item 15a

Discussion & Possible Action Regarding  
the General Manager's Salary

## MEMORANDUM

**DATE:** August 9, 2023

**TO:** Board of Directors

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

**SUBJECT:** Discussion & Possible Action Regarding the General Manager's Salary

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### RECOMMENDATION

For the Board to implement the remainder of the cost-of-living adjustment ("COLA"), effective August 1, 2023, instead of July 1, 2023, and to determine the merit increase amount.

### BACKGROUND

On August 15, 2022, the Board approved a new contract with the District's General Manager. Per Section 3(a) of the contract:

*On each anniversary during the Employment Term, Employee shall be entitled to an automatic annual cost of living adjustment (COLA) to Employee's salary based upon the applicable published index as reasonably determined by Employer's Board of Directors. COLA shall be applied on July 1 of each year in the same manner as other District employees.*

During the budget process, COLA implementation was moved from July 1 to August 1. Because the Board changed the policy regarding COLA implementation for other District employees, it is recommended the same date be used for the General Manager.

This year, the expected COLA is estimated to be between 8.0 – 9.0%. The General Manager received a 4% COLA on January 1, 2023. After applying the remaining COLA, the General Manager's annual salary will be approximately \$283,741.74 (utilizing COLA of 8.5% less 4% already applied). This new rate will be effective August 15, 2023. Should the Board desire, the General Manager is additionally eligible for a maximum budgeted merit increase of 2.5% for a total of approximately \$290,825.60. The actual amount may vary based on the updated CPI as of July 31, 2023 (expected to be published August 10).

### FISCAL IMPACT

TBD

### ATTACHMENT(S)

GM Contract

## EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into as of August 15, 2022, is by and between PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT, a self-governing special district formed under California Government Code Section 61000 et seq. (“Employer”), and DONALD J. BARTZ, an individual (“Employee”). Employer and Employee agree to the following terms and conditions of employment:

1. Period of Employment.

- (a) Basic Term. Commencing on the date of this Agreement, Employer shall employ Employee for a period of five (5) years expiring on August 15, 2027 (the “Term Date”), as extended under Section 1(b), unless Employee is terminated sooner in accordance with Section 4 below. As used herein, the phrase “Employment Term” shall refer to the entire period of employment of Employee by Employer hereunder, whether for the periods mentioned above or whether extended or earlier terminated as hereinafter provided.
- (b) Renewal. This Agreement shall be automatically renewed for an additional five (5) year period on the Term Date, unless one party gives to the other advance written notice of non-renewal at least sixty (60) days prior to the Term Date. Either party may elect not to renew this Agreement with or without cause, in which case this Section 1(b) shall govern Employee’s termination and not Section 4 [except for Employee’s termination obligations set forth in Section 4(g), which shall remain in effect].

2. Duties and Responsibilities.

- (a) Position. Employee shall serve as the General Manager for the Employer. In that capacity, Employee shall perform all services, acts, and functions necessary or advisable to lawfully manage and conduct the business of Employer in accordance with all legal requirements and the policies, procedures, rules, and regulations established by Employer’s Board of Directors, and subject to the direction, prior consent, and subsequent ratification of Employer’s Board of Directors. Employee shall devote his best efforts and full-time attention to the performance of his duties and shall report directly to Employer’s Board of Directors.
- (b) Availability and Work Schedule. During the Employment Term, Employee shall perform all services required by this Agreement at Employer’s headquarters during Employer’s regular business hours, unless Employee’s presence at other locations or during different times is necessary to fully and completely perform the duties of the position assumed by Employee. In addition, Employee shall

maintain his permanent residence in an area that is in close proximity to Employer's headquarters, and shall otherwise be available to Employer 24 hours a day by telephone or other equipment furnished by Employer for this purpose.

- (c) Prohibited Activities. Except upon the prior written consent and express approval of Employer's Board of Directors, Employee (during the Employment Term) shall not (i) borrow on behalf of Employer any amount of money during any fiscal year; (ii) spend or obligate Employer's funds in amounts in excess of the sums budgeted for expenditure by Employer's Board of Directors; (iii) accept any other employment; (iv) engage directly or indirectly in any other business, commercial, civil, or professional activity, whether or not pursued for pecuniary advantage, that is or may be competitive with Employer, that might create a conflict of interest with Employer, or that otherwise might interfere with the business of Employer or any Affiliate of Employer; or (v) accept any position with an outside agency without prior approval of Employer's Board of Directors. An "Affiliate" shall mean any person or entity that directly or indirectly controls, is controlled by or is under common control with Employer.
- (d) Representations. Employee represents and warrants (i) that he is fully qualified and competent to perform the responsibilities for which he is being hired pursuant to the terms of this Agreement; and (ii) that Employee's execution of this Agreement, his employment with Employer, and the performance of his proposed duties under this Agreement shall not violate any obligation he may have to any former employer (or other person or entity), including any obligations with respect to proprietary or confidential information of any person or entity.

### 3. Compensation.

- (a) Salary. Employer shall pay Employee a salary at the rate of \$261,074.53 per year during the Employment Term in accordance with Employer's duly established practices. On each anniversary during the Employment Term, Employee shall be entitled to an automatic annual cost of living adjustment (COLA) to Employee's salary based upon the applicable published index as reasonably determined by Employer's Board of Directors. COLA shall be applied on July 1 of each year in the same manner as other District employees. Employer may, but is not obligated to, increase Employee's salary as deemed appropriate by Employer's Board of Directors in the exercise of its sole discretion upon completion of its annual review of Employee's job performance.
- (b) Employee's Personal Vehicle Usage. Employer will pay the costs for the fuel utilized by Employee for District purposes during the Employment Term. Employee will be reimbursed at the standard IRS mileage rate less fuel expenses. Employee shall maintain auto insurance and shall name Employer as an additional insured.

- (c) Benefits. During the Employment Term, Employee shall be entitled to receive full contribution by Employer to Employee's retirement account with the Public Employees Retirement System, as well as all other benefits provided by Employer to its exempt employees in accordance with Employer's standard policies. As Employee becomes eligible therefor, Employee shall have the right to participate in and to receive benefits from all present and future benefit plans specified in Employer's policies and generally made available to similarly situated employees of Employer. The amount and extent of benefits to which Employee is entitled shall be governed by the specific benefit plan as amended. Employee also shall be entitled to any benefits or compensation tied to termination as described in Section 4. Nothing stated in this Agreement shall prevent Employer from changing or eliminating any benefit during the Employment Term as Employer, in its sole discretion, may deem necessary or desirable. No statement concerning benefits or compensation to which Employee is entitled shall alter in any way the term of this Agreement, any renewal thereof, or its termination. All compensation and comparable payments to be paid to Employee under this Agreement shall be less withholdings required by law.
- (d) Vacation. Employee shall be entitled to twenty-five (25) days of vacation time annually without loss of compensation commencing on the date of this Agreement. Such vacation time shall not be taken in increments of more than ten (10) consecutive days at a time without prior approval of Employer's Board of Directors. Employee shall give Employer's Board of Directors advance notice in writing of foreseeable absences from his duties under this Agreement lasting five (5) or more days in duration, which notice shall include the reasons, anticipated dates, and duration of any such absence. Employee shall have the option to sell back unused days of vacation time per year in lieu of vacation time off.
- (e) Sick Leave. Upon commencement of this Agreement, Employee shall accrue sick leave in the same manner as regular full-time employees of the District. At the time of termination of employment for whatever reason, unused sick leave shall be cashed out to Employee.
- (f) Administrative Time. During the Employment Term, Employee shall be entitled to eighty (80) hours of Administrative Time annually.
- (g) Professional Dues and Conferences. Employer shall pay all reasonable travel, lodging, and entrance fees and costs associated with Employee's attendance at conferences and seminars, as well as payment of annual dues levied by professional organizations and community affiliation costs that receive prior approval by Employer's Board of Directors. On the anniversary date of this Agreement each year during the Employment Term, Employee shall furnish Employer's Board of Directors a list of the conferences, seminars, professional organizations, and community affiliations that he wishes to attend and/or join.

4. Termination of Employment.

- (a) By Death. The Employment Term shall terminate automatically upon the death of Employee. Employer shall pay to Employee's beneficiaries or estate as appropriate any compensation then due and owing, including payment for accrued, unused paid time off, if any. Thereafter, all obligations of Employer under this Agreement shall cease. Nothing in this section shall affect any entitlement or Employee's heirs to the benefits of any life insurance plan or other applicable benefits.
- (b) By Disability. If by reason of any physical or mental incapacity, Employee has been or will be prevented from properly performing his duties under this Agreement for more than twelve (12) weeks in any one (1) year period, then to the extent permitted by law, Employer may terminate the Employment Term, pursuant to Section 4(c), below, upon two (2) weeks advance written notice. Employer shall pay Employee all compensation to which he is entitled up through the last business day of the notice period; thereafter, all obligations of Employer under this Agreement shall cease. Nothing in this Section shall affect Employee's rights under any applicable Employer disability plan.
- (c) By Employer For Cause. At any time, and without prior notice, Employer may terminate Employee for cause (as defined below). Employer shall pay Employee all compensation then due and owing for the period prior to termination, thereafter all of Employer's obligations under this Agreement shall cease. "Cause" shall include, but not be limited to, unsatisfactory performance, misconduct, moral turpitude, failure to follow policies or procedures, material breach of this Agreement, excessive absenteeism, unlawful conduct off the Employer's premises or during non-working time (which may affect the Employee's relationship to his job and/or the Employer's reputation or good will in the community), layoff pursuant to a bona fide reduction in force, and to the extent permitted by law, unavailability for work due to disability for more than twelve (12) weeks in any one (1) year period (subject to the Employer's rights to deny reinstatement to Employee who shall qualify as a "key employee" to prevent substantial and grievous economic injury to its operations).
- (d) By Employer Not For Cause. Employer may dismiss Employee without cause notwithstanding anything to the contrary contained in or arising from any statements, policies, or practices of Employer relating to the employment, discipline, or termination of its employees. Employer shall pay Employee all compensation then due and owing for the period prior to termination, plus a lump sum cash payment equal to Employee's base salary prorated over the remaining balance of the unexpired Employment Term, or over a period of twelve (12) months, whichever is less, and thereafter all of Employer's obligations under this

Agreement shall cease.

- (e) By Employee Not for Cause. At any time, Employee may terminate his employment for any reason, with or without cause, by providing Employer thirty (30) days advance written notice. Employer shall have the option in its complete discretion to make Employee's termination effective at any time prior to the end of such notice period, provided Employer pays Employee all compensation due and owing through the last day actually worked, plus an amount equal to the base salary Employee would have earned through the balance of the notice period, not to exceed thirty (30) days; thereafter, all of Employer's obligations under this Agreement shall cease.
- (f) By Employee for Good Reason. At any time, Employee may terminate his employment for good reason (as defined below) by giving (30) days advance written notice to Employer. "Good Reason" shall be any material breach of this Agreement by Employer that remains uncured at the end of the above notice period. Employer shall have the option in its complete discretion to make Employee's termination effective at any time prior to the end of the above notice period, provided Employer pays Employee all compensation due and owing through the last day actually worked and through the balance of the notice period [not to exceed thirty (30) days]. In the event that good reason is found to exist pursuant to Section 6 of this Agreement, the maximum amount that Employer shall be liable to Employee therefor shall be a monetary sum equal to Employee's base salary prorated over the remaining balance of the unexpired Employment Term, or over a period of twelve (12) months, whichever is less, which shall be in lieu of any damages under this Agreement for any alleged breach. Thereafter, all of Employer's obligations under this Agreement shall cease.
- (g) Termination Obligations. Employee agrees that all property, including without limitation all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by Employee incident to his employment belongs to Employer and shall be returned promptly to Employer upon termination of Employee's employment. Employee's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

5. Proprietary Information. "Proprietary Information" is all information and any idea pertaining in any manner to the business of Employer (or any Affiliate), its employees, agents, contractors, or consultants, which was produced by any employee of Employer in the course of his or her employment or otherwise produced or acquired by or on behalf of Employer. Proprietary Information shall include without limitation, trade secrets, protocol ideas, inventions, processes, formulas, data, know-how, software and other computer programs, copyrightable material, plans, strategies, customer lists and information, financial reports, and the contents of documents protected from disclosure under the California Public Records Act, Government Code Section 6250 et seq., or other

provisions of applicable law. All Proprietary Information not generally known outside of Employer's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by Employer, Employee shall use Proprietary Information and shall disclose Confidential Information only for the benefit of Employer and as is necessary to perform his job responsibilities under this Agreement. Following any termination of employment, Employee shall not use any Proprietary Information and shall not disclose any Confidential Information except with the express written consent of Employer. By way of illustration and not in limitation of the foregoing, following termination, Employee shall not use any Confidential Information to solicit Employer's customers or to compete against Employer. Employee's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

6. Arbitration.

(a) Arbitrable Claims. All disputes between Employee (his attorneys, successors, and assigns) and Employer (its Affiliates, shareholders, directors, officers, employees, agents, successors, attorneys, and assigns) of any kind whatsoever, including without limitation all disputes relating in any manner to the employment or termination of employee and all disputes arising under this Agreement ("Arbitrable Claims"), shall be resolved by arbitration. All persons and entities specified in the preceding sentence (other than Employer and Employee) shall be considered third-party beneficiaries of the rights and obligations created by this Section. Arbitrable Claims shall include but are not limited to contract (express or implied) and tort claims of all kinds, as well as all claims based on any federal, state, or local law, statute, or regulation, excepting only claims under applicable worker's compensation law and unemployment insurance claims. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all Arbitrable Claims, except that the Employer may at its option seek injunctive relief and damages in court of any breach of Section 5 of this Agreement. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS.

(b) Procedure. Arbitration of Arbitrable Claims shall be in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association ("AAA Employment Rules") except as provided otherwise in this Agreement. In any arbitration, the burden of proof shall be allocated as provided by applicable law. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. Otherwise, neither party shall initiate or prosecute any lawsuit or administrative action in any way related to any Arbitrable Claim. All arbitration hearings under this Agreement shall be conducted in San Bernardino County, California. The Federal Arbitration Act shall govern the interpretation and enforcement of this Section 6. The fees of the arbitrator shall be split between both parties equally.



(c) Confidentiality. All proceedings and all documents prepared in connection with any arbitrable claim shall be confidential and unless otherwise required by law, the subject matter thereof shall not be disclosed to any person other than the parties to the proceedings, their counsel, witnesses, and experts, the arbitrator and if involved, the court and court staff.

(d) Continuing Obligations. The rights and obligations of Employee and Employer set forth in Section 6 of this Agreement shall survive the termination of Employee's employment and the expiration of the Employment Term.

7. Notices. Any notice under this Agreement must be in writing and shall be effective upon delivery by hand, upon facsimile transmission to the number provided below (if one is provided), or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered and addressed to Employer at the address below or to Employee at the last known address maintained in Employee's personnel file. Employee shall be obligated to notify Employer in writing of any change in his address. Notice of change of address shall be effective only when done in accordance with this Section.

**Employer's Notice Address:**

Board of Directors  
Phelan Pinon Hills Community Services District  
4176 Warbler Road  
P.O. Box 294049  
Phelan, CA 92329-4049  
FAX Phone No.: (760) 868-2323

8. Action by Employer. All actions required or permitted to be taken under this Agreement by Employer, including without limitation, exercise of discretion, consents, waivers, and amendments to this Agreement, shall be made and authorized only by Employer's Board of Directors. The failure of Employer to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by Employee shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9. Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of Employee's employment by Employer. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of Employee by Employer, and it may not be contradicted by evidence of any prior or contemporaneous statement or agreements. To the extent that the practices, policies, or procedures of Employer now or in the future, apply to Employee and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

10. Amendments. This Agreement may not be modified or amended except by a writing signed by each of the parties hereto. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.
11. Assignment. Employee shall not assign any rights or obligations under this Agreement. Employer may upon prior written notice to Employee assign its rights and obligations hereunder.
12. Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.
13. Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.
14. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of California.
15. Interpretation. This Agreement shall be construed as a whole according to its fair meaning and any uncertainty or ambiguity contained herein shall not be interpreted against the party responsible for the drafting of this Agreement. The captions or sections and subsections of this Agreement are for reference only and are not to be construed in any way as a part of this Agreement.
16. Employee Acknowledgment. Employee acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

*[Signatures on following page]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers as of the date first written above.

EMPLOYER

By: Rebecca Kuyaw  
President, Board of Directors  
Phelan Pinon Hills CSD

ATTEST:

By: [Signature]  
Secretary  
Phelan Pinon Hills CSD

EMPLOYEE

By: [Signature]  
Donald J. Bartz

# Agenda Item 16

Adjournment