



# BOARD PACKAGE

May 24, 2023

Regular Board Meeting – 5:00 p.m.

## REGULAR BOARD MEETING AGENDA

May 24, 2023

Phelan Community Center  
4128 Warbler Road, Phelan, CA 92371  
& Remotely (see below)

### REGULAR BOARD MEETING – 5:00 P.M.

**Call to Order** – Pledge of Allegiance

#### Roll Call

#### 1) Approval of Agenda

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

a) **General Public**

b) **Community Reports**

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

#### 3) Consent Items

- Approval of Minutes
- Approval of Contractor Payments
- Acceptance of April Disbursements

#### 4) Matters Removed from Consent Items

#### 5) Presentations/Appointments

- Presentation of 2023 Earth Day Art Contest Awards

#### 6) Continued/New Agenda Items

- Discussion & Possible Action Regarding Temporary Use Agreement with Asplundh Construction for APN 3098-017-01
- Discussion & Possible Action Regarding Chromium-6 Mitigation Projects
- Discussion & Possible Action Well No. 15 Payment No. 4 and Change Order No. 2



#### **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



- d) Discussion & Possible Action Regarding Purchase of Mini-Excavator & Hydraulic Tilt Trailer
  - e) Update on the Proposed Civic Center & Phelan Park Expansion Projects
- 7) **Committee Reports/Comments**
- a) Engineering Committee (Standing)
  - b) Finance Committee (Standing)
  - c) Legislative Committee (Standing)
  - d) Parks, Recreation & Street Lighting Committee (Standing)
  - e) Waste & Recycling Committee (Standing)
- 8) **Staff and General Manager’s Report**
- 9) **Reports**
- a) Director’s Report
  - b) President’s Report
- 10) **Correspondence/Information**
- 11) **Review of Action Items**
- a) Prior Meeting Action Items
  - b) Current Meeting Action Items
- 12) **Set Agenda for Next Meeting**
- Regular Board Meeting – June 14, 2023
- 13) **Return to Open Session** – Announcement of Reportable Action
- 14) **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**

May 10, 2023

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

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

**Board Members Absent:** None

**Staff Present:** Don Bartz, General Manager  
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  
Jennifer Oakes, Executive Management Analyst  
David Noland, Finance Supervisor  
Ernesto Araiza, Water System Operator III  
Oscar Dubon, Water System Operator III  
Eric Barnes, Water Quality & Conservation Specialist  
Paul Mihalik, Water System Operator II/Customer Service Lead  
Chris Gualco, Water System Operator II  
Frank Ramirez, Water System Operator I  
Lance Marckstadt, Water System Operator I/Parks Maintenance

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

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

#### **Call to Order**

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

#### **Roll Call**

All Directors were present at roll call.

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

Mr. Bartz requested to add a presentation for Well No. 15 pipeline project. Vice President Roberts moved to approve the Agenda, as amended. Director Hays seconded the motion. Motion carried 4-0.

2) **Public Comment**

a) **General Public**

Public comment was provided by Peter Barnes.

b) **Community Reports**

- **School District:** Superintendent Holman discussed end of school activities and events.

3) **Consent Items**

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

4) **Matters Removed from Consent Items**

5) **Presentations/Appointments**

Mr. Wright provided a presentation on the Well 15 Pipeline Project.

6) **Continued/New Agenda Items**

a) **Public Hearing on the 2023/2024 Budget**

1) **Secretary's Report**

Ms. Sevy reported that there were zero written protests, objections, or comments on the Proposed Adoption of the Final Budget for fiscal year ending June 30, 2024.

2) **Attorney's Report on Action Taken Prior to this Hearing**

The Attorney, Mr. Kennedy, reported notice of public hearing was published in the Daily Press on April 26 and May 3, 2023, The notice was posted in the District office and on the District website on April 20, 2023. Copies of the 2023/2024 Budget were made available in the District office and on the District website in compliance with all legal requirements for the hearing.

3) **Staff's Report**

Mr. Bartz reported the Board Reviewed the draft budget detail at several public meetings, including the District Finance Committee meetings, workshops, and Board Meetings held February 15, March 21, April 5, and April 18, and May 8. The budget schedule was made available online, in the newspaper, and in the office to encourage public attendance.

Staff made changes, as recommended by the Board, throughout the process, and the various draft budgets were made available to the public for review on the District website, in agenda packages, and in the District office.

**4) Public Comment, Protests, and Objections**

There were no public comments, protests, or objections.

Director Snyder moved to close the public hearing. Vice President Roberts seconded the motion. Motion carried 4-0 and the public hearing was closed at 5:21 p.m.

**b) Discussion & Possible Adoption of Resolution No. 2023-12; Adopting the Budget for Fiscal Year Ending June 30, 2024**

Staff Recommendation: For the Board to adopt the Budget for the fiscal year ending June 30, 2024.

Mr. Bartz introduced this item.

Director Hays moved to adopt the Budget for Fiscal Year Ending June 30, 2023. Director Snyder seconded the motion. Motion carried 4-0.

**c) Public Hearing on Proposed Water Capacity Fee****1) Secretary's Report**

Ms. Sevy reported there were zero written protests, objections, or comments regarding the proposed water capacity fee.

**2) Attorney's Report on Action Taken Prior to this Hearing**

Mr. Kennedy reported Notice of Public Hearing was published in the Daily Press on April 26 and May 3, 2023. Also posted on the District's website and posted in the District office on April 20, 2023. The capacity fee report was made available for public review in the District Office and on the District's website in accordance with applicable law. Compliance with all legal requirements for this hearing within the manner and time specified by California Law.

**3) Staff's Report**

Mr. Bartz reported that District staff engaged IB Consulting, LLC to complete a capacity fee study as the last study and modification took place in 2013. A capacity fee is a charge for public facilities in existence at the time a charge is imposed, or charge is incurred for new facilities to be constructed in the future, that is a benefit to the person or property being charged.

Capacity fees ensure new development pays its fair share to connect to the system and does not cause additional burdens to current customers. Capital and infrastructure costs required to meet new demand for connections should be paid by those causing the cost to be incurred.

Based on the Study, the capacity fee component of the District's connection charges would increase from \$7,970 to \$10,951 for a 1" meter connecting to the system. The District's capacity fee has not increased since 2013.

**4) Public Comment, Protests, and Objections**

There were no public comments, protests, or objections.

Vice President Roberts moved to closed the public hearing. Director Snyder seconded the motion and the public hearing was closed at 5:26 p.m.

d) **Discussion & Possible Adoption of Resolution No. 2023-13; Increasing Water Capacity Fees**

Staff Recommendation: For the Board to adopt Resolution No. 2023-13; Increasing Water Capacity Fees.

Ms. Bartz introduced this item.

Vice President Roberts moved to adopt Resolution No. 2023-13; Increasing Water Capacity Fees. Director Hays seconded the motion. Motion carried 4-0.

e) **Discussion & Possible Action Regarding Appointment of Director for Vacant Board Seat**

Staff Recommendation: For the Board to fill the vacant Board seat according to the process outlined.

1) **Board Selection of Application to Possibly Interview**

Deborah Philips and Jeanna Mills were invited to interview; the third applicant was not in attendance.

2) **Applicant Interviews**

The Board conducted interviews.

3) **Discussion & Possible Selection of Director for Vacant Board Seat**

Vice President Roberts nominated Deborah Philips for the vacant Board seat. Director Snyder seconded the nomination. Motion carried 4-0.

4) **Swearing-In of Director for Vacant Board Seat**

Ms. Sevy administered the oath of office to Director Philips.

f) **Discussion & Possible Action Regarding Approval to Extend Auditing Contract with C.J. Brown & Company CPAs, an Accountancy Corporation**

Staff Recommendation: For the Board to approve extending the contract with C.J. Brown & Company CPAs – An Accountancy Corporation, for the District's auditing services.

Ms. Lowrance introduced this item.

Vice President Roberts moved to approve staff recommendation for a period of one year. Director Philips seconded the motion. Motion carried 4-0.

g) **Discussion & Possible Adoption of Resolution No. 2023-14; Approving the Application for Land & Water Conservation Fund Phelan Community Park Project**

Staff Recommendation: For the Board to adopt Resolution No. 2023-14; Approving the Application for Land and Water Conservation Fund for the Phelan Park Expansion Project.

Ms. Sevy introduced this item.

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

#### h) **Discussion & Possible Action Regarding Committee Assignments**

Staff Recommendation: For the Board President to appoint Directors to committees, if necessary and desired.

Mr. Bartz introduced this item.

President Kujawa appointed Director Philips and Director Hays to the Solid Waste Committee, and Director Snyder and Director Philips to the Legislative Committee.

#### i) **Update on Water Conservation Requirements**

Staff Recommendation: None

Ms. Oakes provided a presentation regarding the drought and recommended moving to Stage I water conservation requirements.

ACTION ITEM: Water Conservation Resolution

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

Staff Recommendation: None

Mr. Cardenas provided an update on the RFQ, Joshua tree take permit, and CEQA.

No action taken; not an action item.

### 7) **Committee Reports/Comments**

- a) **Engineering Committee (Standing)** – Has not met.
- b) **Finance Committee (Standing)** – Met May 8, 2023, and April 18, 2023; discussed the budget.
- c) **Legislative Committee (Standing)** – Has not met.
- d) **Parks, Recreation & Street Lighting Committee (Standing)** – Met May 9, 2023; reviewed the calendar and Land and Water Conservation grant project. Also received an update for the Farmers Market Manager and on the teaching garden.
- e) **Waste & Recycling Committee (Standing)** – Meets next Week.

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

Ms. Sevy provided an update on the status of solid waste billing implementation, recommending for CR&R to retain billing and customer service at this time for which the Board provided consensus.

### 9) **Reports**

#### a) **Director's Report**

**Snyder** – Thanked staff for their work on the pipeline project. Received the mailer regarding rates and upcoming trash service.



**Hays** – Thanked staff for the work on the pipeline project and also finance staff regarding the budget.

**Roberts** – Thanked staff for their work on the budget. Asked about the pressure testing on the pipeline; it will occur Thursday.

**Philips** – Thanked the Board and community for her appointment.

b) **President’s Report** – A written report was in the packet. Encouraged Directors to attend ASBCSD in May for open mic night.

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

11) **Review of Action Items**

a) **Prior Meeting Action Items** – Complete

b) **Current Meeting Action Items** – Update Committee Calendars

12) **Set Agenda for Next Meeting**

- Regular Board Meeting – May 24, 2023, 5:00 p.m.

13) **Recess to Closed Session**

The Board recessed to Closed Session at 6:10 p.m.

Conference with Legal Counsel  
Initiation of Litigation Pursuant to Government Code  
Section 54956.9(d)(4)  
One Potential Case

14) **Return to Open Session – Announcement of Reportable Action**

The Board returned to Open Session at 6:38 p.m.; there was no reportable action.

15) **Adjournment**

With no further business before the Board, the meeting was adjourned at 6:38 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 Contractor  
Payments



REMIT TO:  
 9500 LUCAS RANCH ROAD  
 RANCHO CUCAMONGA, CA 91730  
 909/912-0580 - FAX 909/912-0585  
 FEDERAL TAX I.D. # 27-0750251

INVOICE NO.	2542MP
DATE	5/4/2023
JOB NUMBER	1759
PO #	Phelan, CA
TERMS	Net 30
SALESMAN	SB

COMPANY: Phelan Pinion Hills CSD  
 ADDRESS: 4176 Warbler Road  
 CITY / STATE / ZIP: Phelan, CA 92329-4049  
 ATTENTION: Accounts Payable

DESCRIPTION	UNIT PRICE	AMOUNT
Superior Tank Solutions, Inc. agrees to furnish all necessary labor, tools, equipment, supplies, and supervision to complete the work scope listed below:		
<b>Steel Water Tank Coatings &amp; Ongoing Asset Management Program</b>		
<b>Three Interior Coating Renovations, Ten Exterior Coating Renovations, Washout / Inspections</b>		
<b>Total Ten (10) Year Contract Amount</b>		<b>\$ 1,358,600.00</b>
Billing # 3 - Program Year 3 (2022/2023)		\$ 267,200.00
<b>Total Amount Due / Year 2022/2023</b>		<b>\$ 267,200.00</b>
<p>P.O# 05488</p>		

PLEASE PAY FROM THIS INVOICE

THANK YOU

SUB-TOTAL	<b>\$267,200.00</b>
TAX	Included
FREIGHT	N/A
<b>TOTAL DUE</b>	<b>\$267,200.00</b>

# Agenda Item 3c

Acceptance of April  
Disbursements



# Cash Disbursements Report

## By Payment Number

Payment Dates 04/01/2023 - 04/30/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
527	4/12/2023	GEOCAR	George Cardenas			1,516.02
	033123	Personal Charge on District's CC		01-7-7-54470		-50.43
	033123	Philippines Water Conference Flight Re...		01-7-7-54470		1,566.45
528	4/26/2023	KATHOF	Kathleen Ann Hoffman			1,566.45
	030923	Reimb. - Philippine Water Conf. Flight		01-0-1-52228		1,566.45
529	4/26/2023	MUN DEN	Municipal Dental Pool			3,139.99
	050123	Dental Premium - May		01-0-0-14130		3,139.99
33746	4/6/2023	DEB VAN	Debbie L. Van Dam			10,000.00
	040623	Easement Purchase APN:3066-251-06		01-0-0-17000	C0002 OUTSIDE SVCS	10,000.00
33747	4/6/2023	GAR VAN	Gary Van Dam			7,875.00
	040623	Easement Purchase APN:3066-251-05		01-0-0-17000	C0002 OUTSIDE SVCS	7,875.00
33748	4/12/2023	LA TACO	L.A Taco Bars			639.00
	000015	Safety Luncheon - April		01-0-1-54260		639.00
33749	4/12/2023	AVCOM	AVCOM Services Inc.			70.00
	36864	Answering Svc. - March		01-0-1-53150		70.00
33750	4/12/2023	CA FOREST	California Department of Forestry and Fire Protection			680.82
	1507510	3 Crews @ site 6A		01-1-2-54620		680.82
33751	4/12/2023	CINFIR	Cintas			649.39
	5152741968	First Aid Supplies - Shop		01-1-1-54500		403.48
	5152741988	First Aid Supplies - CSD		01-0-1-54500		240.99
	5152741988	First Aid Supplies - CSD		22-0-1-54500		4.92
33752	4/12/2023	CIN UNI	Cintas Corporation			539.89
	033123	Uniform Rental Svcs. - March		01-1-1-54680		466.08
	033123	Uniform Rental Svcs. - March		22-2-1-54680		37.52
	4148500410	Vehicle Wash Station Supplies		01-1-8-54710		36.29
33753	4/12/2023	CONUTI	Concord Environmental Energy, Inc			9,126.00
	4197	Meters Change-Outs 3/20 - 3/24 3/4" (...		01-0-0-17000	C0084 OUTSIDE SVCS	5,492.50
	4208	Meter Change Outs 3/4" (4), 1" (39) 3/2...		01-0-0-17000	C0084 OUTSIDE SVCS	3,633.50
33754	4/12/2023	CED	Consolidated Electrical Distributors Inc			2,074.41
	9085-1033687	Parts for Well #17 Electrical Install		01-0-0-17000	C0072 OUTSIDE SVCS	427.19
	9085-1033752	Parts for Well #17 Electrical Install		01-0-0-17000	C0072 OUTSIDE SVCS	75.69
	9085-1033753	Parts for Well #17 Electrical Install		01-0-0-17000	C0072 OUTSIDE SVCS	460.53
	9085-1034004	well 17 electrical install		01-0-0-17000	C0072 OUTSIDE SVCS	829.58
	9085-1034022	Electric Parts For Well #17		01-0-0-17000	C0072 OUTSIDE SVCS	57.82
33755	4/12/2023	SBC LIENS	County of San Bernardino			480.00
	23-67736	(24) Lien Release Docs.		01-1-1-54830		480.00
33756	4/12/2023	ACT IT	David Shay			4,225.00
	10558R	Software Support - Apr.		01-0-1-53170		4,225.00
33757	4/12/2023	DVMG	Desert Valley Medical Group Inc			205.00
	12473	Medical Screening (T. Gates) DOT Physi...		01-0-1-54290		205.00
33758	4/12/2023	DONBAR	Don Bartz			1,901.45
	033123	Mileage Reimb. - March		01-0-1-54140		455.00

Cash Disbursements Report

Payment Dates: 04/01/2023 - 04/30/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
	033123	Philippines Water Conference Flight Re...		01-0-1-54470		1,446.45
33759	4/12/2023	FRO 5072	Frontier Communications			149.73
	040123	Phones - Oasis Yard 3/25 - 4/24		01-1-1-58010		149.73
33760	4/12/2023	FRO 8637	Frontier Communications			62.24
	031923	Phones - Sr. Ctr. 3/19 - 4/18		22-0-1-58010		62.24
33761	4/12/2023	GARDA	Garda CL West, Inc			642.32
	10734030	Armored Svcs. - Apr.		01-0-1-54200		642.32
33762	4/12/2023	GOTO	GoTo Communications, Inc.			702.47
	7101896965	Office Phones Support - Apr.		01-0-1-58010		702.47
33763	4/12/2023	INLWAT	Inland Water Works Supply Co.			40,063.84
	S1059087-006	(10) 8x1 Saddles		01-1-0-13010		1,799.43
	S1060205-002	Non-Inv Hydrant Mtr Replaced, Cust.De...		01-1-6-54620		2,720.69
	S1062499-001-1	Non-Inventory Valves		01-1-3-54620		1,862.93
	S1062499-001-1	Non-Inventory Mtr Lids		01-1-6-54620		963.60
	S1062499-001-3	Meter Box		01-1-0-13010		11,441.11
	S1062499-001-3	1" Dual Check Valve MIP x FIP		01-1-0-13010		3,535.82
	S1062499-001-3	1 CTS Poly (100 ft Coil)		01-1-0-13010		810.71
	S1062499-001-3	3/4 x 2 Meter Nipple/Coupling		01-1-0-13010		403.13
	S1062499-002	12 Mueller Hydrant Ext Kit		01-1-0-13010		2,155.00
	S1062499-003	Hydrant Extension & C110 Adapter		01-1-2-54620		1,858.87
	S1062499-003-1	1 CTS Poly (100 ft Coil)		01-1-0-13010		540.47
	S1062499-003-1	(50) A34 Meter Bushing		01-1-0-13010		1,787.73
	S1062499-004	Gaskets forService Line Replacements C...		01-1-5-54620		565.86
	S1062499-005	Gaskets forService Line Replacements C...		01-1-5-54620		560.52
	S1062499-006	Non-Inv 3/4" Gasket & Grip Ring		01-1-5-54620		35.00
	S1063742-001	2" 90 cla-val for 3C Old Valve Blew Out		01-1-2-54620		1,724.00
	S1063826-02	Stainless Stelel Probe for Well #15		01-0-0-17000	C0095 OUTSIDE SVCS	218.19
	S1063840-002	Hex Digging Bar for Well #15		01-0-0-17000	C0095 OUTSIDE SVCS	172.40
	S1063942-001	(200ft) 8" Pipe for Pinon Hills Pipeline		01-0-0-17000	C0108 OUTSIDE SVCS	6,964.96
33765	4/12/2023	KTUA	KTU&A Planning & Landcape Architecture			5,913.50
	34446	Phelan Park Clean Program (Grant)		22-2-1-53150		1,176.25
	34736	Phelan Community Park - 65% Design Se...		22-2-0-17000	C0078 OUTSIDE SVCS	4,737.25
33766	4/12/2023	LILBURN	Lilburn Corp.			400.00
	23-0357	Civic Center-Park Environmental tech. R...		22-2-0-17000	C0078 OUTSIDE SVCS	400.00
33767	4/12/2023	ANDTRU	Mills Hardware			1,117.50
	033123	Inv #312436 - Concrete Mix for Pinon Pli...		01-0-0-17000	C0108 OUTSIDE SVCS	33.26
	033123	Inv #312443 - Fittings for Well #17		01-0-0-17000	C0072 OUTSIDE SVCS	74.29
	033123	Inv #312548 - Parts for Well #17 Sample...		01-0-0-17000	C0072 OUTSIDE SVCS	35.95
	033123	Inv #312605 - 1 Plier		01-1-2-54500		14.00
	033123	Inv #312612 - 1 Galv Bushing		01-1-2-54620		12.92
	033123	Inv #312546 - Sealant & Tubing for 2A D...		01-1-3-54620		19.30
	033123	Inv #312382 - Transducer Box for Well ...		01-1-3-54620		12.26
	033123	Inv #312377 - Fittings for Well 6B Sampl...		01-1-3-54620		121.20
	033123	Inv #312423 - Tape, Paint Spray for Wells		01-1-3-54620		64.56
	033123	Inv #312415 - Propane Kit Torch		01-1-4-54500		46.32
	033123	Inv #312596 - 2 Brass Nipples fopr 3A-C...		01-1-5-54620		14.63
	033123	Inv #312594 - 2 Brass Bushings for 3A-C...		01-1-5-54620		16.79
	033123	Inv #312593 - Pipe Nipple Brass for 3A-C		01-1-5-54620		11.62
	033123	Inv #312561 - Paint Roller Covers for 6A		01-1-5-54620		16.13
	033123	Inv #312557 - Paint & Supplies for Tank ...		01-1-5-54620		257.58
	033123	Inv #312383 - Gloves, Rags & Knifes for ...		01-1-5-54620		65.24
	033123	Inv #312484 - Battery for Handheld		01-1-6-54500		21.54
	033123	Inv #312459 - Calcium Remover, Bulbs		22-2-2-54620		146.67
	033123	Inv #312508 - Pressure Cap PVC		22-2-2-54620		3.76

Cash Disbursements Report

Payment Dates: 04/01/2023 - 04/30/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
	033123	Inv #312396 - Weed Killer		22-2-2-54620		43.08
	033123	Inv #312416 - Brush Wire, Taper & Seal...		22-2-2-54620		81.84
	033123	CR #312463 - Items Returned		22-2-2-54620		-45.57
	033123	Inv #312571 - Lube & Penetrate Catalyst		22-2-2-54620		15.71
	033123	Inv #312532 - Primer Spray, Adhesive, C...		22-2-2-54620		34.42
33769	4/12/2023 44505	MWA-OESTE 2nd. Qrtr. Admin/Bio Fees	Mojave Basin Area	01-1-3-50010		2,496.65 2,496.65
33770	4/12/2023 44506	MWA-ALTO 2nd. Qrtr. Admin/Bio Fees	Mojave Basin Area Watermaster	01-1-3-50010		20.28 20.28
33771	4/12/2023 608	MSW Solid Waste Consulting	MSW Consultants, Inc.	25-5-1-53150	C0076 OUTSIDE SVCS	1,760.00 1,760.00
33772	4/12/2023 033123 033123 033123 033123 033123 033123	NAPA Inv #577201 - Clamps, Terminal & Cutter.. INV #580034 - Trk #20 Core Deposit Ref... Inv #578497 - Seal Inv #578955 - Battery & Deposit for Trk ... Inv #577390 - Returned Items Inv #577684 - Battery & Deposit for Trk ...	NAPA Auto Parts	01-1-3-54620 01-1-8-54710 01-1-8-54710 01-1-8-54710 01-1-8-54710 01-1-8-54710		683.65 286.37 -18.00 14.32 215.33 -60.63 246.26
33773	4/12/2023 305667125001	OFFDEP (4) Toners	ODP Business Solutions, Inc.	01-0-1-54530		490.87 490.87
33774	4/12/2023 I-02109257	OFFSOL Office Supplies - Toner, Paper, Binder Cl...	Office Solutions	01-0-1-54530		499.68 499.68
33775	4/12/2023 033123 033123 033123	PETCAS - Petty Cash Petty Cash Reconciliation Jan - March Petty Cash Reconciliation Jan - March Petty Cash Reconciliation Jan - March	Petty Cash	01-0-1-54860 01-7-7-54470 22-2-2-54500		59.31 -0.60 -16.51 76.42
33776	4/12/2023 43533	PHEEXP Trk #19 Driveshaft Repairs	Phelan Express, Inc.	01-1-8-54710		1,714.57 1,714.57
33777	4/12/2023 868056 868056 868056 868056 868056 868056	RACE Phones - Internet Credit CSD Phones - Internet CSD Apr. Phones - Internet Shop Apr. Phones - Internet Credit CC Phones - Internet Phelan CC Apr. Phones - Internet Pinon Hills CC Apr.	Race Communications	01-0-1-58010 01-0-1-58010 01-1-1-58010 22-0-1-58010 22-0-1-58010 22-0-1-58010		618.00 -100.00 254.50 204.50 -200.00 254.50 204.50
33778	4/12/2023 7065865 7066125	REBEL Fuel 409 Gl., DSL, 136 Gl. Fuel - 409 Gl.	Rebel Oil Company, Inc.	01-1-8-54410 01-1-8-54410		4,331.96 2,437.25 1,894.71
33779	4/12/2023 02013LAX23	RIDER Civic Center RFQ/RFP Professional Serv.	Rider Levett Bucknall, LTD	01-0-0-17000	C0002 OUTSIDE SVCS	12,500.00 12,500.00
33780	4/12/2023 0307202023 0326282023	ARMELE Electrical Work - Well #17 Electric Repairs - Well #11, 4A & 6A	Rodger Ashby	01-0-0-17000 01-1-3-54620	C0072 OUTSIDE SVCS	5,525.00 3,625.00 1,900.00
33781	4/12/2023 040123	ROSE Kids Baking Class - Apr.	Rose Noir Chocolates LLC	22-2-2-54800		179.29 179.29
33782	4/12/2023 032023 033123	SOUWES Well #15 Test Pump Installation Well #15 Ream, Case, Gravel, Air Lift	South West Pump & Drilling	01-0-0-17000 01-0-0-17000	C0095 OUTSIDE SVCS C0095 OUTSIDE SVCS	690,915.84 45,400.50 645,515.34

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
33783	4/12/2023 HP18167	SO CA FLEET Trk #113 Air Brake Can Replacement	Southern California Fleet Svcs, Inc.	01-1-8-54710		894.73 894.73
33784	4/12/2023 4822	STEDES Civic Center Phase 1 - County Fees	Steen Design Studio, Inc	01-0-0-17000	C0002 COUNTY FEES	10,000.00 10,000.00
33785	4/12/2023 0461972	STEENT Black Toner for Plotter	Steven Enterprises Inc	01-7-7-54530		203.09 203.09
33786	4/12/2023 0079351	TESCON Well #8 Tank Selection Programming	Tesco Controls, Inc	01-1-1-54230		3,600.00 3,600.00
33787	4/12/2023 INV0092899 INV0093800 INV0093801	AQUA MET (216) Single Port Antennas (229) Single Port Antennas (95) Single Port Antennas	Aqua Metric Sales Co	01-1-0-13010 01-1-0-13010 01-1-0-13010		74,028.78 29,611.51 31,393.69 13,023.58
33788	4/12/2023 260820	TOTENE Solar Panel Replacement - TotalEnergies	TotalEnergies Distributed Generation USA, LLC	01-0-1-54620		1,217.61 1,217.61
33789	4/12/2023 220893 220893 220893	TURSEC Monitoring Svc. - Apr. Monitoring Svc. - Apr. Monitoring Svc. - Apr.	Turner Security, Inc	01-0-1-53150 01-1-2-53150 22-2-2-53150		373.60 46.95 211.75 114.90
33790	4/12/2023 025-418458 025-418870	TYLTEC UB Insite Transaction Fees 1/1 - 3/31 Smart Meter Notifications 1/1 - 3/31	Tyler Technologies, Inc	01-1-6-53170 01-1-6-53170		11,625.65 11,436.25 189.40
33791	4/12/2023 22-2303497 320230556	USA Dig Safe Regulatory Fee (419) Tickets	Underground Service Alert of So. Cal.	01-1-1-53160 01-1-2-53150		855.05 111.80 743.25
33792	4/12/2023 300119 310407 310415	USABB Lifting Sling, Valve Setters, Pipe Tongs Chlorine Injectors- Wells 6B & 17, Pump... (2) 12" Ductile Pipe Tongs	HD Supply, Inc.	01-0-0-17000 01-1-4-54620 01-0-0-17000	C0095 OUTSIDE SVCS C0095 OUTSIDE SVCS	5,153.30 683.96 1,139.97 3,329.37
33793	4/12/2023 81596999 81596999 81596999 81596999 81596999 81596999 81596999 81596999 81596999 81596999 81596999 81603008	WAXIE PAPER TOWELS TOILET SEAT COVERS TOILET PAPER TOILET PAPER BATHROOM SPRAY SOAP TRASH BAGS PAPER TOWELS TRANSPORTATION SURCHARGE TOILET PAPER WINDEX	Waxie Enterprises, Inc	01-0-1-54530 01-0-1-54530 01-0-1-54530 01-1-1-54500 01-1-1-54530 22-2-2-54500 22-2-2-54500 22-2-2-54500 22-2-2-54500 22-2-2-54500 22-2-2-54500		1,038.60 103.77 76.02 86.61 86.61 73.93 133.86 126.50 103.77 9.80 86.61 151.12
33794	4/12/2023 1850418 1850419	RAIFOR Rental for Well #15 Drilling Rental for Well #15 Drilling	Western Oilfields Supply Company	01-0-0-17000 01-0-0-17000	C0095 OUTSIDE SVCS C0095 OUTSIDE SVCS	8,190.79 2,042.63 6,148.16
33800	4/26/2023 041723	ASBCSD Apr. Meeting - Rebecca	Assn of SB County Special Districts	01-0-1-52232		33.00 33.00
33801	4/26/2023 678831	ATK Lahontan Consulting Svcs. Re: Water Q...	Atkinson, Andelson, Loya, Ruud & Romo Professional Corp. Attorneys at Law	01-0-1-53120	C0099 LEGAL	177.68 177.68
33802	4/26/2023 184 184	BRUMCE Legal Svcs. March Legal Svcs. March	Brunick, McElhaney & Kennedy	01-0-0-17000 01-0-1-53120	C0002 OUTSIDE SVCS	5,131.25 781.25 2,462.50



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	184	Legal Svcs. March		25-0-1-53120		1,887.50
33803	4/26/2023	CINFIR	Cintas			223.97
	5148717577	First Aid Supplies - CSD		01-0-1-54500		219.50
	5148717577	First Aid Supplies - CSD		22-0-1-54500		4.47
33804	4/26/2023	CONUTI	Concord Environmental Energy, Inc			14,280.50
	4217	Meter Change Outs 3/4" (23), 1" (62)		01-0-0-17000	C0084 OUTSIDE SVCS	7,182.50
	4229	Meter Change Outs (23) 3/4", (61) 1"		01-0-0-17000	C0084 OUTSIDE SVCS	7,098.00
33805	4/26/2023	CED	Consolidated Electrical Distributors Inc			1,015.17
	9085-1034203	Well #17 Electrical Parts		01-0-0-17000	C0072 OUTSIDE SVCS	544.44
	9085-1034308	Electric Ties, Couplings, Bushings, Clamp..		01-0-0-17000	C0072 OUTSIDE SVCS	451.71
	9085-1034469	Electric parts for Well #17		01-0-0-17000	C0072 OUTSIDE SVCS	19.02
33806	4/26/2023	SBC LIENS	County of San Bernardino			640.00
	23-84698	(32) Lien Release Docs		01-1-1-54830		640.00
33807	4/26/2023	SBC PARCELS	County of San Bernardino			20.00
	109126	(10) Parcel Map Revisions		01-1-1-54830		20.00
33808	4/26/2023	CR&R	CR&R Incorporated			907.57
	763183-4538	Trash - Oasis Yard Apr.		01-0-2-58110		279.37
	763450-1564	Trash - Pinon Hills Apr.		22-0-2-58110		194.88
	763711-8478	Trash - Phelan CSD Apr.		01-0-1-58110		216.66
	763711-8478	Trash - Phelan CC Apr.		22-0-2-58110		216.66
33809	4/26/2023	STREAM	Digital Deployment, Inc.			300.00
	6507EC66-0012	Website Hosting - Apr.		01-0-1-53170		300.00
33810	4/26/2023	GAOSBO	G.A. Osborne Pipe & Supply Inc			1,208.42
	101-38276	MJ Caps for Hydrant		01-0-0-17000	C0095 OUTSIDE SVCS	76.32
	101-38441	6" MJ Packs for Well #15 Pipeline		01-0-0-17000	C0095 OUTSIDE SVCS	579.67
	101-59764-001	Galv. Nipples for Well #15 Hydrant Install		01-0-0-17000	C0095 OUTSIDE SVCS	329.41
	101-598996-01	6" Grip Ring for Well #15 Hydrant		01-0-0-17000	C0095 OUTSIDE SVCS	223.02
33811	4/26/2023	GENPUM	General Pump Company, Inc.			34,903.00
	30124	5B Booster C Overhaul for Pump & Mot...		01-1-5-54620		33,337.00
	30125	3A Booster B Pulled & Repaired		01-1-5-54620		1,566.00
33812	4/26/2023	GREE SVCS	Greenstone Services Inc.			720.00
	PP47	Landscape maintenance Phelan & Pinion..		22-2-2-53150		720.00
33813	4/26/2023	HESHOS	Hesperia Hose Supply Inc			65.52
	70034	Hose Adapter		01-0-0-17000	C0095 OUTSIDE SVCS	65.52
33814	4/26/2023	IB CON	IB Consulting, LLC			6,090.00
	19426	FY 2023 Rate Study - New Financial Plan		01-0-1-53150		6,090.00
33815	4/26/2023	INFOSE	Infosend Inc			13,211.92
	233113	Postage - March		01-1-6-54860		5,599.96
	233113	Printing - March		01-1-6-54890		2,181.36
	233113	Postage & Printing - March		01-1-9-54800	C0049 OUTSIDE SERVIC	1,163.70
	233113	Postage & Printing - March		22-2-2-54800		3,103.20
	233113	Postage & Printing - March		25-5-1-54800		1,163.70
33816	4/26/2023	INLWAT	Inland Water Works Supply Co.			48,189.75
	S1063270-001	American Darling Hydrant Parts - Non In...		01-1-2-54620		5,461.37
	S1064062-001	12" T's for Well #15 Hydarant Assembly		01-0-0-17000	C0095 OUTSIDE SVCS	1,215.42
	S1064062-002	Hydrant Lateral Assemblys Material - W...		01-0-0-17000	C0095 OUTSIDE SVCS	16,699.66
	S1064498-001	Gaskets for Well #15 Pipeline		01-0-0-17000	C0095 OUTSIDE SVCS	17,153.80
	S1064634-001	Adapter & Splice Kit for Well #15 Pipeli...		01-0-0-17000	C0095 OUTSIDE SVCS	465.48
	S1064636-001	(3) 12" Gate Valves for Well #15 Pipeline		01-0-0-17000	C0095 OUTSIDE SVCS	7,758.00

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33817	4/26/2023	MIN PRESS	Lee Maxton, Inc.			16,855.90
	91659	Solid Waste Notice of Hearing		25-5-1-54110		11,857.86
	91659	Solid Waste Notice of Hearing Postage		25-5-1-54860		4,998.04
33818	4/26/2023	LIN SVC	Richard J. Linsalato			595.00
	2023042	Janitorial Svcs - CSD		01-0-1-54320		340.00
	2023042	Janitorial Svcs - Oasis		01-1-1-54320		225.00
	2023042	Janitorial Svcs - Phelan CC Windows		22-0-1-54320		30.00
33819	4/26/2023	LOWES	Lowe's Credit			259.24
	942684	Concrete for Thrust Blocks for Well #15		01-0-0-17000	C0095 OUTSIDE SVCS	259.24
33820	4/26/2023	MERJOH	Merrell-Johnson Engineering Inc			1,949.50
	G2023070A	Infiltration Testing Services - Retention...		01-0-0-17000	C0002 OUTSIDE SVCS	1,949.50
33821	4/26/2023	PHEEXP	Phelan Express, Inc.			1,598.87
	43907	Trk #21 - Front & Rear Shocks		01-1-8-54710		810.72
	43922	Truck 22 brakes and rotors		01-1-8-54710		674.67
	44207	Trk #20 - Oil Change		01-1-8-54710		113.48
33822	4/26/2023	REBEL	Rebel Oil Company, Inc.			5,028.19
	70166417	Fuel - 433 Gl.		01-1-8-54410		2,078.06
	7066694	Fuel - 400 Gl., DSL-250 Gl.		01-1-8-54410		2,950.13
33823	4/26/2023	STAINS	Standard Insurance Company			1,156.78
	050123	LTD, Life, AD&D - May		01-0-1-51230		976.31
	050123	LTD, Life, AD&D - May		01-7-7-51230		107.54
	050123	LTD, Life, AD&D - May		22-0-1-51230		72.93
33824	4/26/2023	STEENT	Steven Enterprises Inc			920.56
	0462295	Ink Cartridges for HP 1300 Plotter		01-7-7-54530		920.56
33825	4/26/2023	TESCON	Tesco Controls, Inc			1,034.65
	0079409	SCADA @ 6A Repair on PLC		01-1-2-54620		1,034.65
33826	4/26/2023	TOP OPT	Top Option Pest Control			398.00
	3333	Pest Control CSD		01-0-1-53150		75.00
	3333	Bee Removal - 11768 Eaby		01-1-6-53150		75.00
	3333	Bee Removal - 8979 Primavera		01-1-6-53150		75.00
	3333	Bee Removal - 6824 Rattlesnake		01-1-6-53150		75.00
	3334	Pest Control - Oasis Yard		01-1-1-53150		98.00
33827	4/26/2023	TYLTEC	Tyler Technologies, Inc			1,642.50
	025-415378	UB Online Support - May		01-1-6-53170		265.00
	025-417255	Solid Waste Implementation		25-0-1-53170	C0076 OUTSIDE SVCS	1,015.00
	025-419673	Solid Waste Implementation		25-0-1-53170	C0076 OUTSIDE SVCS	362.50
33828	4/26/2023	UNI SITE	United Site Services of California, Inc.			422.83
	01610065	Porta Potty Rental		01-1-2-54500		422.83
33829	4/26/2023	IMA SOU	Visual Edge, Inc.			683.16
	24AR776774	Base Rate & Copies		01-0-1-53150		683.16
33830	4/26/2023	XEROX	Xerox Corporation			280.55
	4173734	Copier Lease 4/12 - 5/11		01-0-1-54300		280.55
DFT0011826	4/13/2023	SCE 7441-5755	Southern California Edison			214.77
	030323	Electricity - Pinon Hills CC 3/3 - 4/2		22-0-2-58110		214.77
DFT0011827	4/13/2023	SCE 4241-7012	Southern California Edison			362.48
	032923	Electricity - S. Dairy Mobile 3/1 - 3/29		01-1-3-58110		362.48
DFT0011828	4/13/2023	SCE 1613-6373	Southern California Edison			17.88
	033123	Electricity - R/R Crossings 3/1 - 3/31		23-0-2-58210		17.88

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DFT0011829	4/13/2023 033123	SCE 5917-6455 Electricity - Phelan Park St. Lights 3/1-3/...22-2-2-58110	Southern California Edison			27.69 27.69
DFT0011830	4/13/2023 032923	SCE 3752-2894 Electricity - N. Dairy Mobile 3/1 - 3/29	Southern California Edison	01-1-3-58110		212.69 212.69
DFT0011831	4/13/2023 022823 022823	SCE 8362-7804 Electricity - Solar Meter Electricity - Solar Meter Credits	Southern California Edison	01-1-3-58110 01-1-3-58115		608.27 648.15 -39.88
DFT0011832	4/13/2023 022323 022323	SCE 9587-0653 Electricity - Office & Solar Credits 1/26 - ... Electricity - Office Solar Credits 1/26 - 2...	Southern California Edison	01-0-1-58110 01-1-3-58115		1,293.68 1,498.83 -205.15
DFT0011833	4/13/2023 032923-6781	THEGAS Gas - Pinon Hills Fire 2/28 - 3/29	The Gas Company	22-0-2-58110		120.67 120.67
DFT0011834	4/13/2023 032923-6056	THEGAS Gas - Pinon Hills CC 2/28 - 3/29	The Gas Company	22-0-2-58110		147.71 147.71
DFT0011835	4/7/2023 6190000038795 6190000038795	VER FLEET Fleet GPS Credit Fleet GPS - Feb.	Verizon Connect Fleet USA, LLC	01-1-8-54300 01-1-8-54300		246.35 -113.70 360.05
DFT0011836	4/7/2023 6340000039735	VER FLEET Fleet GPS - March	Verizon Connect Fleet USA, LLC	01-1-8-54300		360.05 360.05
DFT0011837	4/13/2023 033123	FBC-MARK CSDA - 2023 Annual Conference	First Bank Card	01-0-1-52235		675.00 675.00
DFT0011838	4/13/2023 033123 033123 033123 033123 033123 033123 033123 033123 033123 033123 033123 033123 033123 033123 033123 033123 033123	FBC-JENNIFER Signs for Well #17 Signs for Well #15 Fiverr Data Visualization for State Repor... Pizza Factory - Board Meeting MPIX - Board Pictures Pizza Factory - Closed Board Meeting Se... Carhartt - Jackets for Kathy, Kim & Jen HDMWA Membership - Paul HDMWA Membership - C. Cummings HDMWA Class - Paul HDMWA Class C. Cummings DRI Signs for Fill Station DRI Signs for 6A & Fill Station Mailchimp - Customer Svc E-Bills HDMWA Membership - Tony EOU - Spring Semester Fee for Jen	First Bank Card	01-0-0-17000 01-0-0-17000 01-0-1-53170 01-0-1-54530 01-0-1-54530 01-0-1-54530 01-0-1-54680 01-1-1-54230 01-1-1-54230 01-1-1-54260 01-1-1-54260 01-1-2-54500 01-1-2-54500 01-1-6-53170 01-7-7-54230 01-7-7-54260	C0072 OUTSIDE SVCS C0095 OUTSIDE SVCS	5,001.46 80.65 403.26 316.50 196.55 32.46 49.16 387.87 25.00 25.00 45.00 45.00 130.89 122.36 120.00 25.00 2,996.76
DFT0011839	4/13/2023 033123 033123 033123 033123 033123 033123 033123 033123	FBC-CHRIS Franklin - Ratchet Straps for Well #15 IDEMIA - TSA Hazmat Enrollment Amazon - Lifting Straps Amazon - Stop Paddles for Trk #18 & 22 Amazon - Lock Out Tags, Blades & Char... StanleyBlack - Impact Gun Franklin Truck - Trk #113 Gladhand Amazon - Trk #19 Charging Cables	First Bank Card	01-0-0-17000 01-1-1-54260 01-1-2-54500 01-1-2-54500 01-1-2-54500 01-1-2-54650 01-1-8-54710 01-1-8-54710	C0095 OUTSIDE SVCS	1,011.41 324.29 86.50 86.16 135.66 171.58 156.76 24.66 25.80
DFT0011840	4/13/2023 033123 033123 033123	FBC-SEAN DownTown Burgers - Lunch During #15 ... EOU - Spring Semester Fees for S. Wright EOU Book - Policy Analysis for S. Wright EOU Book - Fund. of HR Mgmt for Sean	First Bank Card	01-0-0-17000 01-1-1-54260 01-1-1-54260	C0095 OUTSIDE SVCS	4,338.71 41.40 3,578.00 106.99 83.75

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	033123	EOU Svc. Fee Spring Semester S. Wright		01-1-1-54260		71.56
	033123	MSC - Wedges for Operations		01-1-2-54500		204.89
	033123	Amazon - Welder Cover		01-1-2-54500		252.12
DFT0011841	4/13/2023	FBC-STEVE	First Bank Card			1,333.13
	033123	Amazon - Work Boots for Dennis		22-2-1-54680		159.56
	033123	Amazon - Work Jeans for Dennis		22-2-1-54680		138.89
	033123	The Webstaurant - Entrance Mat		22-2-2-54620		207.75
	033123	Amazon - (16) Snow Melters		22-2-2-54620		283.20
	033123	The Home Depot - Broadcast Spreader		22-2-2-54620		52.17
	033123	Amazon - Mop & Broom Rack		22-2-2-54620		71.87
	033123	Amazon - Mop & Broom Rack		22-2-2-54620		72.74
	033123	Lowes - Power Brush		22-2-2-54650		303.41
	033123	Amazon - (1) Shovel		22-2-2-54650		43.54
DFT0011842	4/13/2023	FBC-HEATHER	First Bank Card			565.75
	033123	Amazon - Tissue Case		01-0-1-54530		48.39
	033123	Amazon - (5) Pen Replacements		01-0-1-54530		19.65
	033123	Amazon - Batteries & Hand Wash		01-0-1-54530		63.78
	033123	Amazon - Paper Towels		01-0-1-54530		27.58
	033123	Pitney Bowes - Postage Machine Ink		01-0-1-54530		196.73
	033123	Amazon - Dolly Returned		01-1-6-54500		-96.94
	033123	Amazon - Push Cart Dolly		01-1-6-54500		96.94
	033123	Amazon - Utility Cart		01-1-6-54500		140.02
	033123	Cert Mail - Leak Letters		01-1-6-54860		5.80
	033123	Cert Mail - Leak Letters		01-1-6-54860		63.80
DFT0011843	4/13/2023	FBC-KATHLEEN	First Bank Card			675.00
	033123	CSDA 2023 Annual Conference K. Hoffm...		01-0-1-52238		675.00
DFT0011844	4/13/2023	FBC-GEORGE	First Bank Card			849.25
	033123	DBO - Philippines Water Conference Lu...		01-0-1-52228		31.83
	033123	Adobe Subscription - Office		01-0-1-53170		263.89
	033123	Ricks Cafe - Staff Meeting		01-0-1-54440		92.66
	033123	Ricks Cafe - Meeting Reg. 6A, Civic Cent...		01-0-1-54440		41.21
	033123	DBO - Philippines Water Conference Lu...		01-0-1-54470		31.83
	033123	Adobe Subscription - (2) Field		01-1-1-53170		47.98
	033123	Apple - iCloud Storage		01-1-2-53170		0.99
	033123	United Pacific - Fuel		01-1-8-54410		88.62
	033123	Adobe Subscription - (2) Eng.		01-7-7-53170		47.98
	033123	Philippines Airlines - Water Conf. Expen...		01-7-7-54470		120.00
	033123	Conrad - Personal Exp. Will Reimburse		01-7-7-54470		50.43
	033123	DBO - Philippines Water Conference Lu...		01-7-7-54470		31.83
DFT0011845	4/13/2023	FBC-KIM	First Bank Card			2,040.42
	033123	Calendar Wiz		01-0-1-53170		14.00
	033123	HDMWA - Meeting Dinner for Kim		01-0-1-54440		25.00
	033123	Amazon		01-0-1-54530		443.64
	033123	Amazon		01-0-1-54530		31.36
	033123	Amazon		01-0-1-54530		31.19
	033123	Amazon		01-0-1-54530		468.84
	033123	Amazon		01-0-1-54530		21.31
	033123	Amazon		01-0-1-54530		190.54
	033123	Amazon		01-0-1-54530		258.59
	033123	Amazon		01-0-1-54530		148.74
	033123	Amazon		01-0-1-54530		86.19
	033123	Amazon Return		01-0-1-54530		-139.93
	033123	Justin Boots - for Solid Waste		25-5-1-54800		460.95
DFT0011846	4/13/2023	FBC-DON	First Bank Card			3,138.03
	033123	76 - Fuel		01-0-1-54140		80.47

Cash Disbursements Report

Payment Dates: 04/01/2023 - 04/30/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
	033123	Shell - Fuel		01-0-1-54140		73.45
	033123	76 - Fuel		01-0-1-54140		65.46
	033123	76-Fuel		01-0-1-54140		124.30
	033123	Ricks Cafe- Meeting		01-0-1-54440		60.48
	033123	TGI-Philippine Water Conf. Meal (Don)		01-0-1-54470		15.59
	033123	Philippine Airlines-Seat Selection		01-0-1-54470		120.00
	033123	Conrad - Hotel Charge		01-0-1-54470		526.46
	033123	BDO-Philippine Water Conf. Stay (Don)		01-0-1-54470		945.19
	033123	Pound SM Moa- Philippine Water Conf....		01-0-1-54470		15.49
	033123	Ricks Cafe - Meeting with Sean		01-1-1-54440		39.94
	033123	BDO-Philippine Water Conf. Stay (Geor...		01-7-7-54470		1,040.11
	033123	TGI-Philippine Water Conf. Meal (Georg...		01-7-7-54470		15.60
	033123	Pound SM Moa- Philippine Water Conf....		01-7-7-54470		15.49
DFT0011847	4/13/2023 9931510960	VER AIR Phones-Jet Packs, Tablets, On-Call March	Verizon Wireless	01-1-1-58010		1,122.90 1,122.90
DFT0011848	4/12/2023 180	FBC-STEVE Oak Hills Roofing - Pinon Hills C.C. Roof ...	First Bank Card	22-2-2-54620		3,222.00 3,222.00
DFT0011849	4/12/2023 5447540	FBC-SEAN Vevor-Diesel Fuel Portable Transfer Tan...	First Bank Card	01-1-8-54710		589.99 589.99
DFT0011850	4/12/2023 1226652	FBC-CHRIS Hydrant Eddie Valve for Trks 18 & 22	First Bank Card	01-1-4-54620		515.14 515.14
DFT0011851	4/14/2023 INV0005260 INV0005260 INV0005260	CALPERS 457 Cal PERS 457/ Employer Plan: 450 717 - ... Cal PERS 457/ Employer Plan: 450 717 - ... Cal PERS 457/ Employer Plan: 450 717 - ...	California Public Employees' Deferred Compensation Plan	01-1-0-24560 22-2-0-24560 25-5-0-24560		175.00 137.50 9.44 28.06
DFT0011852	4/14/2023 INV0005261 INV0005261 INV0005261 INV0005261	CALPERS CalPERS/Employee Portion(EE) CalPERS/Employee Portion(EE) CalPERS/Employee Portion(EE) CalPERS/Employee Portion(EE)	Calif Public Employees' Retirement System	01-1-0-24530 01-7-0-24530 22-2-0-24530 25-5-0-24530		3,317.70 2,726.51 256.70 230.81 103.68
DFT0011853	4/14/2023 INV0005262 INV0005262 INV0005262 INV0005262	CALPERS CalPERS/Employee Portion(ER) CalPERS/Employee Portion(ER) CalPERS/Employee Portion(ER) CalPERS/Employee Portion(ER)	Calif Public Employees' Retirement System	01-1-0-24530 01-7-0-24530 22-2-0-24530 25-5-0-24530		3,737.61 2,784.04 420.10 449.52 83.95
DFT0011854	4/14/2023 INV0005263 INV0005263 INV0005263 INV0005263	CALPERS CalPERS/Employer Portion CalPERS/Employer Portion CalPERS/Employer Portion CalPERS/Employer Portion	Calif Public Employees' Retirement System	01-1-0-24530 01-7-0-24530 22-2-0-24530 25-5-0-24530		8,900.06 6,865.57 892.70 905.43 236.36
DFT0011855	4/14/2023 INV0005264 INV0005264 INV0005264 INV0005264	CALPERS CalPERS Retirement/ Survivor Benefits CalPERS Retirement/ Survivor Benefits CalPERS Retirement/ Survivor Benefits CalPERS Retirement/ Survivor Benefits	Calif Public Employees' Retirement System	01-1-0-24530 01-7-0-24530 22-2-0-24530 25-5-0-24530		24.18 18.94 2.01 2.62 0.61
DFT0011856	4/14/2023 INV0005265	CALPERS 457 457 Loan Payback	California Public Employees' Deferred Compensation Plan	01-1-0-24560		136.03 136.03
DFT0011857	4/14/2023 INV0005266	EDD State Disability Ins - Payroll Taxes	Employment Development Department	01-0-0-24510		905.29 905.29
DFT0011858	4/14/2023 INV0005267	EDD State Employer Training Tax - Payroll Ta...	Employment Development Department	01-0-0-24510		0.46 0.46

Cash Disbursements Report

Payment Dates: 04/01/2023 - 04/30/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
DFT0011859	4/14/2023 INV0005268	EDD State Unemployment Ins - Payroll Taxes	Employment Development Department	01-0-0-24510		13.31 13.31
DFT0011860	4/14/2023 INV0005269	EDD CA State Income Tax - Payroll Taxes	Employment Development Department	01-0-0-24510		3,861.69 3,861.69
DFT0011861	4/14/2023 INV0005270	IRS Medicare - Payroll Taxes	Internal Revenue Service	01-0-0-24510		2,916.98 2,916.98
DFT0011862	4/14/2023 INV0005271	IRS Federal Income Tax - Payroll Taxes	Internal Revenue Service	01-0-0-24510		10,993.74 10,993.74
DFT0011863	4/13/2023 INV0005272	CALPERS CalPERS/Employee Portion(EE)	Calif Public Employees' Retirement System	01-1-0-24530		54.97 54.97
DFT0011864	4/13/2023 INV0005273	CALPERS CalPERS/Employer Portion	Calif Public Employees' Retirement System	01-1-0-24530		60.83 60.83
DFT0011865	4/13/2023 INV0005274	CALPERS CalPERS Retirement/ Survivor Benefits	Calif Public Employees' Retirement System	01-1-0-24530		0.93 0.93
DFT0011866	4/13/2023 INV0005275	EDD State Disability Ins - Payroll Taxes	Employment Development Department	01-0-0-24510		12.55 12.55
DFT0011867	4/13/2023 INV0005276	EDD CA State Income Tax - Payroll Taxes	Employment Development Department	01-0-0-24510		19.67 19.67
DFT0011868	4/13/2023 INV0005277	IRS Medicare - Payroll Taxes	Internal Revenue Service	01-0-0-24510		40.44 40.44
DFT0011869	4/13/2023 INV0005278	IRS Federal Income Tax - Payroll Taxes	Internal Revenue Service	01-0-0-24510		108.18 108.18
DFT0011870	4/19/2023 041923	WEST GOV UNI Spring Semester Fees - A. Williams	Western Governors University	01-0-1-54260		3,775.00 3,775.00
DFT0011871	4/26/2023 030923	SCE 1078-5254 Electricity - CC & CSD 3/9 - 4/6	Southern California Edison	22-0-2-58110		347.50 347.50
DFT0011872	4/27/2023 022623 022623 022623	SCE 9515-2666 Electricity-Wells, Boosters, Tanks Electricity-Solar Credit Electricity-St. Lights	Southern California Edison	01-1-3-58110 01-1-3-58115 23-3-2-58210		70,962.62 87,265.00 -17,947.68 1,645.30
DFT0011873	4/25/2023 2160888B-1	AME FID Flex Spending 1/15	American Fidelity Assurance Company	01-0-0-24580		187.49 187.49
DFT0011874	4/25/2023 2160888B-2	AME FID Flex Spending 3/15	American Fidelity Assurance Company	01-0-0-24580		187.49 187.49
DFT0011875	4/24/2023 817724305	VSP Vision Insurance - May	Vision Service Plan	01-0-0-14130		507.64 507.64
DFT0011876	4/27/2023 050123 PERS 050123 PERS	CalPERS Health PERS Health Premium - May PERS Health Premium Admin Fee - May	California Public Employees' Retirement System	01-0-0-14130 01-0-1-51230		40,871.32 40,736.89 134.43
DFT0011877	4/27/2023 050123 Non-PERS 050123 Non-PERS	CalPERS Health NonPERS Health Premium - May NonPERS Health Premium Admin Fee - ...	California Public Employees' Retirement System	01-0-0-14130 01-0-1-51230		4,090.90 4,077.44 13.46
DFT0011878	4/26/2023 040123	REBKUJ April Mileage - ASBCSD Meeting	Rebecca A. Kujawa	01-0-1-52212		44.54 44.54

Cash Disbursements Report

Payment Dates: 04/01/2023 - 04/30/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
DFT0011879	4/27/2023 042223-4585	THEGAS Gas - Phelan CC 3/22 - 4/20	The Gas Company	22-0-2-58110		159.52 159.52
DFT0011880	4/26/2023 042923-4084	THEGAS Gas - Phelan Sr. Ctr. 3/22-4/20	The Gas Company	22-0-2-58110		200.05 200.05
DFT0011881	4/13/2023 033123-2	FBC-STEVE Entry Correction -	First Bank Card	22-2-2-54620		-0.50 -0.50
DFT0011882	4/24/2023 D577369	AME SUP Supplemental Life Insurance - Apr.	American Fidelity Assurance	01-0-0-24580		714.62 714.62
DFT0011883	4/26/2023 041023	FRO 3434 Phones - Telemetry 4/10 - 5/9	Frontier Communications	01-1-5-58010		189.76 189.76
<b>Payment Total:</b>						<b>1,278,867.80</b>

## Report Summary

## Fund Summary

Fund	Payment Amount
01 - WATER FUND	1,234,215.11
22 - PARKS & RECREATION	19,651.86
23 - STREET LIGHTING	1,663.18
25 - SOLID WASTE	23,958.21
<b>Grand Total:</b>	<b>1,279,488.36</b>

## Account Summary

Account Number	Account Name	Payment Amount
01-0-0-14130	Prepaid Benefit	48,461.96
01-0-0-17000	CIP Enterprise Funds	829,520.98
01-0-0-24510	Payroll Tax Payable	18,872.31
01-0-0-24580	Supplemental Ins W/H Pa...	1,089.60
01-0-1-51230	Employee Group Insurance	1,124.20
01-0-1-52212	Board - Auto Expense/Kuj...	44.54
01-0-1-52228	Board - Meals,Travel Expe...	1,598.28
01-0-1-52232	Board - Education,Trainin...	33.00
01-0-1-52235	Board - Education,Trainin...	675.00
01-0-1-52238	Board - Education,Trainin...	675.00
01-0-1-53120	Legal Services	2,640.18
01-0-1-53150	Outside Service	6,965.11
01-0-1-53170	Software Support	5,119.39
01-0-1-54140	Auto Expense	798.68
01-0-1-54200	Credit Card Fee & Bank C...	642.32
01-0-1-54260	Education & Training	4,414.00
01-0-1-54290	Employment Expense	205.00
01-0-1-54300	Equipment Rental / Lease	280.55
01-0-1-54320	General Maintenance	340.00
01-0-1-54440	Meeting, Seminar & Suppl...	219.35
01-0-1-54470	Travel Expense	3,101.01
01-0-1-54500	Operating Supplies	460.49
01-0-1-54530	Office Supplies	3,431.72
01-0-1-54620	Repair & Maintenance	1,217.61
01-0-1-54680	Uniforms	387.87
01-0-1-54860	Postage & Mailing	-0.60
01-0-1-58010	Telephone	856.97
01-0-1-58110	Utilities	1,715.49
01-0-2-58110	Utilities	279.37
01-1-0-13010	Inventory - Water Field Pa...	96,502.18
01-1-0-24530	Retirement W/H Payable	12,511.79
01-1-0-24560	Retirement 457 W/H Pay...	273.53
01-1-1-53150	Outside Service	98.00
01-1-1-53160	Permits & Fees	111.80
01-1-1-53170	Software Support	47.98
01-1-1-54230	Dues & Subscriptions	3,650.00
01-1-1-54260	Education & Training	4,016.80
01-1-1-54320	General Maintenance	225.00
01-1-1-54440	Meeting, Seminar & Suppl...	39.94
01-1-1-54500	Operating Supplies	490.09
01-1-1-54530	Office Supplies	73.93
01-1-1-54680	Uniforms	466.08
01-1-1-54830	State & County Fees & Se...	1,140.00
01-1-1-58010	Telephone	1,477.13
01-1-2-53150	Outside Service	955.00
01-1-2-53170	Software Support	0.99
01-1-2-54500	Operating Supplies	1,540.49
01-1-2-54620	Repair & Maintenance	10,772.63
01-1-2-54650	Small Tools	156.76



**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Payment Amount</b>
01-1-3-50010	MWA/AVW Admin. & Bio ...	2,516.93
01-1-3-54620	Repair & Maintenance	4,266.62
01-1-3-58110	Utilities	88,488.32
01-1-3-58115	Utilities - Solar Credits	-18,192.71
01-1-4-54500	Operating Supplies	46.32
01-1-4-54620	Repair & Maintenance	1,655.11
01-1-5-54620	Repair & Maintenance	36,446.37
01-1-5-58010	Telephone	189.76
01-1-6-53150	Outside Service	225.00
01-1-6-53170	Software Support	12,010.65
01-1-6-54500	Operating Supplies	161.56
01-1-6-54620	Repair & Maintenance	3,684.29
01-1-6-54860	Postage & Mailing	5,669.56
01-1-6-54890	Printing	2,181.36
01-1-8-54300	Equipment Rental / Lease	606.40
01-1-8-54410	Fuel Costs	9,448.77
01-1-8-54710	Vehicle Maintenance	5,282.19
01-1-9-54800	Programs (Wtr Conservati...	1,163.70
01-7-0-24530	Retirement W/H Payable	1,571.51
01-7-7-51230	Employee Group Insurance	107.54
01-7-7-53170	Software Support	47.98
01-7-7-54230	Dues & Subscriptions	25.00
01-7-7-54260	Education & Training	2,996.76
01-7-7-54470	Travel Expense	2,772.97
01-7-7-54530	Office Supplies	1,123.65
22-0-1-51230	Employee Group Insurance	72.93
22-0-1-54320	General Maintenance	30.00
22-0-1-54500	Operating Supplies	9.39
22-0-1-58010	Telephone	321.24
22-0-2-58110	Utilities	1,601.76
22-2-0-17000	CIP - Parks & Rec	5,137.25
22-2-0-24530	Retirement W/H Payable	1,588.38
22-2-0-24560	Retirement 457 W/H Pay...	9.44
22-2-1-53150	Outside Service	1,176.25
22-2-1-54680	Uniforms	335.97
22-2-2-53150	Outside Service	834.90
22-2-2-54500	Operating Supplies	688.08
22-2-2-54620	Repair & Maintenance	4,189.14
22-2-2-54650	Small Tools	346.95
22-2-2-54800	Programs (Park & Rec)	3,282.49
22-2-2-58110	Utilities	27.69
23-0-2-58210	Utilities - Street Lights	17.88
23-3-2-58210	Utilities - Street Lights	1,645.30
25-0-1-53120	Legal Services	1,887.50
25-0-1-53170	Software Support	1,377.50
25-5-0-24530	Retirement W/H Payable	424.60
25-5-0-24560	Retirement 457 W/H Pay...	28.06
25-5-1-53150	Outside Service	1,760.00
25-5-1-54110	Advertising	11,857.86
25-5-1-54800	Programs (Solid Waste)	1,624.65
25-5-1-54860	Postage & Mailing	4,998.04
	<b>Grand Total:</b>	<b>1,279,488.36</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Payment Amount</b>
**None**	440,351.25
C0002 COUNTY FEES	10,000.00
C0002 OUTSIDE SVCS	33,105.75

**Project Account Summary**

<b>Project Account Key</b>	<b>Payment Amount</b>
C0049 OUTSIDE SERVIC	1,163.70
C0072 OUTSIDE SVCS	6,905.47
C0076 OUTSIDE SVCS	3,137.50
C0078 OUTSIDE SVCS	5,137.25
C0084 OUTSIDE SVCS	23,406.50
C0095 OUTSIDE SVCS	749,105.04
C0099 LEGAL	177.68
C0108 OUTSIDE SVCS	6,998.22
<b>Grand Total:</b>	<b>1,279,488.36</b>

# Agenda Item 4

Matters Removed from  
Consent Items

# Agenda Item 5

Presentations/Appointments

- 2023 Earth Day Art Contest  
Winners

# Agenda Item 6a

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

## MEMORANDUM

REVISED

**DATE:** May 24, 2023

**TO:** Board of Directors

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

**SUBJECT:** Discussion & Possible Action Regarding Temporary Facility Use Agreement with Asplundh Construction for APN 3098-081-01

### STAFF RECOMMENDATION

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

### BACKGROUND

On March 3, 2021, Asplundh Construction began utilizing APN 3066-261-10, the vacant lot next to the District Office, for a light duty construction yard for the storage of commercial autos, trailers, and equipment for the jobs in which it is involved in. The initial facility use agreement was for \$2,500 per month for a term of 8 months.

In November 2021, Asplundh Construction requested an extension and has been paying \$5,000 per month since that time. The District will require use of APN 3066-261-10 as early as October of 2023 and proposed an alternative parcel for Asplundh Construction to utilize. The term will begin July 1, 2023, and will last for 3 years with a rate of \$6,500 per month.

### FISCAL IMPACT

Revenue of \$6,500 per month; \$234,000 for the term.

### ATTACHMENT(S)

Existing Facility Use Agreement

## **FACILITY USE AGREEMENT**

THIS AGREEMENT is made this 24th day of May 2023, by and between PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT, a public agency (hereinafter “the District”), and Asplundh Construction, Inc. (hereinafter “User”).

### **RECITALS**

A. The District is the owner of certain real property, APN #3098-081-01, located at Olivera Road & Sheep Creek Road, Phelan, California 92371 (“the Property”).

B. User wishes to temporarily use approximately seven and one-half (7.5) acres of the Property as depicted in Exhibit “A” attached hereto and incorporated herein by this reference (“the Premises”) for the purpose of operating a dust-free, light duty construction yard for the storage of commercial autos, trailers, and equipment for the jobs in which it is involved thereon.

C. The purpose of this Agreement is to set forth the terms and conditions under which the District will permit User to temporarily use the Premises.

### **COVENANTS**

NOW THEREFORE, in consideration of the preceding Recitals and the mutual Covenants contained herein, the parties hereto agree as follows:

#### **Section 1. TEMPORARY USE OF PREMISES**

Subject to User's satisfactory compliance with all of the terms and conditions set forth herein as determined by the District in the exercise of its sole discretion, the District hereby permits User to temporarily use the Premises beginning on or about July 1, 2023, and ending June 30, 2026, in the limited manner as strictly provided in this Agreement and in accordance with all rules, regulations, and requirements of the District. Notwithstanding anything to the contrary, the District expressly reserves the right and prerogative to revoke such permission, adjust the location of the Premises, and to terminate User's entitlements herein at any time in the exercise of the District's sole discretion.

#### **Section 2. FEES**

(a) Amount. In consideration for temporary use of the Premises, User shall pay a fee to the District in an amount of \$6,500 per month (“Fee”) prior to the beginning of the Term.

(b) Security Deposit. Concurrently with User’s execution of this Agreement, User shall deposit with the District a cash sum in the amount of \$2,500 (“Security Deposit”). The District shall hold the Security Deposit as security for the performance of User’s obligations under this Agreement. If User defaults on any provision of this Agreement, the District may (but

shall not be required to), without prejudice to any other remedy it has, apply all or part of the Security Deposit to: (1) the Fee or any other sum in default; (2) any amount that the District may spend or become obligated to spend in exercising the District's rights under this Agreement; and/or (3) any expense, loss, or damage that the District may suffer due to User's default. User waives the provisions of California Civil Code Section 1950.7, and all other provisions of law now in force or that become in force after the date of execution of this Agreement, that provide that the District may claim from the Security Deposit only those sums reasonably necessary to remedy defaults in the payment of the Fee, to repair damage caused by the Tenant, or to clean the Premises. User and the District agree that the District may, in addition, claim those sums reasonably necessary to compensate the District for any other foreseeable or unforeseeable loss or damage caused by the act or omission of User or User's officers, agents, employees, independent contractors, or invitees.

### Section 3. PURPOSE OF USE

User's use of the Premises shall be strictly limited to utilizing the Property as a dust-free, light duty construction yard for the storage of commercial autos, trailers, and equipment for the jobs in which it is involved in. A job site trailer/office will also be stored on the property. Use of the Property shall be in a reasonable and lawful manner that is not otherwise inconsistent with the terms and conditions of this Agreement and any and all requirements of the District. User agrees not to use or permit the use of the Premises for any purpose not specifically allowed in this Agreement and any amendments thereto without first obtaining prior written consent from the District. User also agrees to exercise due diligence in the protection of the Premises from damage or destruction by fire, vandalism, earthquake, floods, or other cause.

### Section 4. NO WASTE, NUISANCE, OR UNLAWFUL USE

User shall not commit, or allow to be committed, on the Property any waste thereon, nor the presence, use, manufacture, handling, generation, storage, treatment, discharge, release, burial, or disposal of any hazardous substance which is or becomes listed, regulated, or addressed under any federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree, nor create or allow any nuisance to exist on the Property, nor permit any unlawful or undocumented workers on the Property, nor use or allow the Property to be used for any illegal or unconstitutional purpose. User, at its sole cost and expense, shall be solely responsible for ensuring that the Premises, and User's use and occupancy thereof, complies with all of the requirements of all local, state, and federal authorities now in force, or which may be in force, including but not limited to those identified in Section 10 of this Agreement.

### Section 5. REPAIRS AND MAINTENANCE

User, at its own expense, shall be responsible for all costs associated with any repair and/or replacement of the Premises caused by the acts or omissions of User and/or its officers, employees, volunteers, agents, guests, and/or invitees. User shall not alter the Premises nor construct any improvements thereon without the prior written consent of the District. User shall install, and maintain in good condition, privacy skirting along fencing.



Section 6. ACCESS TO PREMISES AND OTHER PROPERTY INTERESTS

The District shall have full access to the Premises at all times. User's rights under this Agreement are subject to all applicable leases, agreements, easements, licenses, rights of way, and other property rights currently in existence. User shall not interfere, in any way, with the interests of any person or entity that may presently, or in the future, hold any easement, license, right of way, or other interest, upon, across, above, or under the Property; nor shall User interfere, in any way, with the rights of ingress and egress of such interest holders. The District further reserves the right to grant additional leases, agreements, easements, licenses, and/or rights of way to other parties as may be deemed necessary by the District in its sole discretion, including such arrangements as the District may make with other parties for their use of the Premises. User will have access to storage as determined by the General Manager or his/her designee. Use of the District's electronic sign will be available subject to the District's Electronic Sign Policy.

Section 7. NON-DISCRIMINATION

User shall not permit any practice of discrimination against, or segregation of, any person or group of persons on account of sex, race, color, creed, marital status, age, sex, religion, handicap, national origin, or ancestry in its enjoyment, use, and/or occupancy of the Premises.

Section 8. NO REPRESENTATIONS OR WARRANTIES

It is expressly understood by User that the physical condition of the Premises as of the effective date of this Agreement is such that if the temporary use thereof is provided to User as-is without any representation or warranty. The District makes no express or implied representations or warranties concerning the Property or its fitness for any particular purpose. User shall bear the costs of any action necessary to place the Premises in a condition that meets the requirements of law or that is otherwise suitable for the use contemplated herein. The District shall not be held liable to User or to any other party for any losses incurred or damages sustained as a direct or indirect result of the condition of the Property or any use or failure thereof.

Section 9. LIABILITY FOR DAMAGES

The District shall not be held liable or responsible for any debts or claims that may arise from the operation of this Agreement, or for any damage claims for injury to persons, including User and its agents or employees, or for property damage, or for other loss to any vehicle or the contents thereof, from any cause arising out of or in any way related to User's obligations hereunder or its use or occupancy of the Premises, including those arising out of damages or losses occurring on the Property or areas adjacent thereto.

User hereby expressly waives and releases the District and its agents, officers, directors, and employees from any and all liability for the claims, actions, and/or losses set forth above and

for any costs and expenses incurred in connection therewith. Notwithstanding the provisions of California Civil Code ' 1542, which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party”

User expressly waives and relinquishes all rights and benefits afforded to User thereunder and under any and all similar laws of any state or territory of the United States with respect to the claims, actions, and/or losses referenced in the first paragraph of this section. This Agreement shall act as a release of future claims that may arise from the aforementioned whether such claims are currently known, unknown, foreseen, or unforeseen. User understands and acknowledges the significance and consequences of such specific waiver of Civil Code ' 1542 and hereby assumes full responsibility for any injuries, damages, losses, or liability that may result from the claims identified above. If requested by the District, User must also require all individuals participating in activities on the Property to duly execute a written release on a separate form approved in writing by the District and filed with the District.

#### Section 10. HOLD HARMLESS

Excepting the sole or active negligence or willful misconduct of the District, User agrees to indemnify and hold the District and its officers, directors, agents, and employees, harmless from and against all claims and liabilities of any kind arising out of, in connection with, or resulting from, any and all acts or omissions on the part of User and/or its subtenants, agents, guests, invitees, trespassers, contractors, consultants, and employees in connection with the performance of their obligations under this Agreement or their use, possession, and/or occupancy of the Premises, and defend the District and its officers, directors, agents, and employees from any suits or actions at law or in equity and to pay all court costs and counsel fees incurred in connection therewith.

In addition, User agrees to defend, indemnify, and hold the District and its officers, directors, agents, and employees harmless from and against and all claims, losses, liabilities, damages, demands, actions, judgments, causes of action, assessments, penalties, costs, expenses (including, without limitation, the reasonable fees and disbursements of legal counsel, expert witnesses, and accountants), and all foreseeable and unforeseeable consequential damages which might arise or be asserted against the District and/or User, with regard to the condition of the Property or the activities conducted thereon, which are alleged and/or determined to be tortious and/or in violation of present and future federal, state, and local laws (whether under common law, statute, rule, regulation, or otherwise).

#### Section 11. INSURANCE

(a) Security. The District reserves the right to demand at any time during the term of this Agreement and any extensions thereof that User procure and maintain bonds from an acceptable surety, cash deposits, or other form of security in amounts and upon terms deemed sufficient by the District in its sole discretion to protect the District from any and all exposure to loss or liability.

(b) Coverage. In addition, User shall procure and maintain during the term of this Agreement and any extensions thereof such policies of insurance as will protect it and the District in such a manner and in such amounts as set forth below. The premiums for such insurance coverage shall be paid by User. The failure to comply with these insurance requirements may constitute a material breach of this Agreement at the sole discretion of the District.

(1) Certificates of Insurance. No later than ten (10) calendar days after execution of this Agreement, User shall furnish the District with Certificates of Insurance and endorsements verifying the insurance coverage required by this Agreement is in full force and effect. The District reserves the right to require complete and accurate copies of all insurance policies required under this Agreement.

(2) Required Provisions. The insurance policies required by this Agreement shall include the following provisions or have them incorporated by endorsement(s):

(i) Primary Coverage. The insurance policies provided by User shall be primary insurance and any self-insured retention and/or insurance carried by or available to the District or its employees shall be excess and non-contributory coverage so that any self-insured retention and/or insurance carried by or available to the District shall not contribute to any loss or expense under User's insurance.

(ii) Additional Insured. The policies of insurance provided by User, except Workers' Compensation, shall include as additional insureds: the District, its directors, officers, employees, and agents when acting in their capacity as such in conjunction with the performance of this Agreement. Such policies shall contain a "severability of interests" provision, also known as "Cross liability" or "separation of insured".

(iii) Cancellation. Each certificate of insurance and insurance policy shall provide that the policy may not be non-renewed, canceled (for reasons other than non-payment of premium) or materially changed without first giving thirty (30) days advance written notice to the District, or ten (10) days advance written notice in the event of cancellation due to non-payment of premium.

(iv) Waiver of Subrogation. The insurance policies provided by User shall (1) contain a waiver of subrogation against the District, its directors, officers, employees and agents for any claims arising out of this Agreement, or (2) allow User to waive subrogation, in writing, before any loss, in which case this provision of the Agreement shall be

deemed to be User's written waiver of subrogation against the District for any and all losses covered by any and all insurance policies required under this Agreement.

(v) Claim Reporting. User shall not fail to comply with the claim reporting provisions or cause any breach of a policy condition or warranty of the insurance policies required by this Agreement that would affect the coverage afforded under the policies to the District.

(vi) Deductible/Retention. If the insurance policies provided by User contain deductibles or self-insured retentions, any such deductible or self-insured retention shall not be applicable with respect to the coverage provided to the District under such policies. User shall be solely responsible for any such deductible or self-insured retention and the District, in its sole discretion, may require User to secure the payment of any such deductible or self-insured retention by a surety bond or an irrevocable and unconditional letter of credit.

(3) Insurance Company Requirements. User shall provide insurance coverage through insurers that have at least an "A" Financial Strength Rating and a "VII" Financial Size Category in accordance with the current ratings by the A. M. Best Company, Inc. as published in *Best's Key Rating Guide* or on said company's web site. In addition, any and all insurers must be admitted and authorized to conduct business in the State of California and be a participant in the California Insurance Guaranty Association, as evidenced by a listing in the appropriate publication of the California Department of Insurance.

(4) Policy Requirements. The insurance required under this Agreement shall meet or exceed the minimum requirements as set forth below:

(i) Workers' Compensation. User shall maintain Workers' Compensation insurance as required by law in the State of California to cover User's obligations as imposed by federal and state law having jurisdiction over User's employees and Employers' Liability insurance, including disease coverage, of not less than \$1,000,000. Even if User contends that it has no employees, User shall obtain a policy to cover its potential exposure on a payroll basis of "if any" for the workers' classification applicable to User's occupancy under this Agreement.

(ii) General Liability. User shall maintain Comprehensive General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. The policy shall include, but not be limited to, coverage for bodily injury, property damage, fire legal liability, personal injury, products, completed operations and contractual to cover, but not be limited to, the liability assumed under the indemnification provisions of this Agreement. In the event the Comprehensive General Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years after expiration or termination of this Agreement.

(iii) Automobile Liability. User shall maintain a Commercial Automobile Liability insurance with a combined single limit for bodily injury and property

damage of not less than \$2,000,000 each occurrence for any owned, hired, or non-owned vehicles.

(iv) Property Insurance. User shall maintain property insurance in an amount sufficient to cover the full replacement cost for (1) any physical damage to or destruction of any and all structures, improvements, or other real property (not including the land) on the Property, and (2) any physical damage to or destruction of any and all personal property of any person, other than User, that is on the Property. The determination of the specific dollar amounts of property coverage that will be sufficient for this section shall be in the sole discretion of the District.

(v) Manner of Satisfaction. The insurance required in subsections (ii) through (iv) above may be provided by separate policies of insurance or combined into a single package policy.

#### Section 12. EFFECT OF DISTRICT'S WAIVER

Any failure by the District to enforce any provision of this Agreement, or any waiver thereof by the District, shall not constitute a waiver of its right to enforce subsequent violations of the same or any other terms or conditions herein.

#### Section 13. ATTORNEYS' FEES

If either the District or User is the prevailing party in any legal dispute caused by the non-prevailing party, which said legal dispute arose out of, under, in connection with, or in relation to this Agreement, and any amendments thereto, or the breach thereof, the prevailing party shall be entitled to receive from the non-prevailing party all attorneys fees and costs actually incurred by the prevailing party in connection therewith. In any such action, arbitration, mediation, or other proceeding, the entitlement to recover attorney's fees and costs will be considered an element of costs and not of damages.

#### Section 14. NOTICE

All notices, demands, or other writing in this Agreement required to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the District:           Phelan Pinon Hills Community Services District  
4176 Warbler Road  
P.O. Box 294049  
Phelan, CA 92329-4049  
Attention: General Manager

To User:                   Asplundh Construction  
7431 Walnut Ave

Buena Park, CA 90621  
Attn: Josh Stewart, Region 211 Regional Manager

The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

Section 15. SUCCESSORS AND ASSIGNS

User shall not sublet, assign, mortgage, pledge, hypothecate, or otherwise dispose of the Property, or any part thereof, or any right or privilege connected therewith, or to allow any other person, except User's agents and employees, to occupy the Property or any part thereof, without first obtaining the written consent of the District. Any such consent by the District shall not constitute consent to any subsequent assignment, sublease, or occupation by User or other persons. User's unauthorized assignment, sublease, or license to occupy shall be void, and shall terminate this Agreement at the District's option. User's interest in this Agreement is not assignable by operation of law, nor is any assignment of its interest herein, without the written consent of the District.

Section 16. INUREMENT

This Agreement and the covenants and conditions hereof apply to and are binding upon the heirs, successors, legal representatives, and assigns of the parties hereto.

Section 17. INTEGRATION AND AMENDMENT

This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, whether oral or written, between the parties in connection therewith. This Agreement may not be amended unless in writing and signed by both parties hereto.

Section 18. CAPTIONS

The captions of 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.

Section 19. INTERPRETATION AND ENFORCEMENT

This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties jointly prepared this Agreement and any uncertainty or ambiguity contained herein shall not be interpreted against the party responsible for the drafting thereof. This Agreement shall be enforced and governed by and under the laws of the State of California, and venue for any action brought to interpret and/or enforce any provision of this Agreement shall be in a state or federal court located in the State of California with jurisdiction in the County of San Bernardino.

Section 20. TIME OF THE ESSENCE

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

Section 21. AUTHORITY

The persons executing this Agreement hereby represent and warrant that they are fully and duly authorized and empowered to so execute on behalf of each of the respective parties hereto.

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

DISTRICT

By: \_\_\_\_\_  
Phelan Pinon Hills Community Services District  
General Manager

USER

By: \_\_\_\_\_  
Josh Stewart, Region 211 Regional Manager  
Asplundh Construction, Inc.



3098-081-01

40 acres



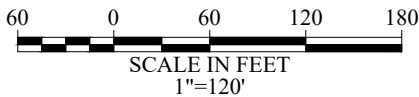
LEASE BOUNDARY

LEASE AREA  
7.5 ACRES



MANZANO RD.

CAYUCOS DR.



PHELAN PINON HILLS  
COMMUNITY SERVICES DISTRICT  
APN 3098-081-01  
LEASE SITE  
Exhibit "A"



# Agenda Item 6b

Discussion & Possible Action Regarding  
Chromium-6 Mitigation Projects

## MEMORANDUM

**DATE:** May 24, 2023

**TO:** Board of Directors

**FROM:** Don Bartz, General Manager  
By: Sean Wright, Water Operations Manager

**SUBJECT:** Discussion & Possible Action Development for Ongoing Chromium-6 Mitigation

### STAFF RECOMMENDATION

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

### BACKGROUND

On July 1, 2014, the California Department of Public Health (CDPH) established a Chromium-6 MCL of 10 µg/L. In response, the District began working to mitigate Chromium-6. On May 31, 2017, the Superior Court of Sacramento County invalidated the CDPH's mandate, citing improper economic feasibility research. However, the court ordered the State Water Resources Control Board to adopt a new MCL for Chromium-6.

With this in mind, the District must continue with the development of projects necessary to mitigate Chromium-6 levels and staff is seeking approval to move forward with the development of the following staff and Engineering Committee-recommended projects:

### Completed Chromium-6 Mitigation Projects

- Well 6A: Prior to profiling the well was producing 210 gallons per minute with a Chromium-6 concentration of 9.8 µg/L. Upon completion of well profiling, the concentration was reduced to 5 µg/L at a flow of 390 gallons per minute.
- Well 6B: Prior to profiling, the well was producing 230 gallons per minute with a Chromium-6 concentration of 9.9 µg/L. Upon completion of well profiling, the concentration was reduced to 5 µg/L at a flow of 290 gallons per minute.
- Well 10 has been profiled and a pneumatic packer was strategically placed in the column while adjusting the pump setting. Prior to profiling, the well was producing 560 gallons per minute with a Chromium-6 concentration of 15 µg/L. Upon completion of well profiling, the concentration was reduced to 8.8 µg/L at a flow of 500 gallons per minute.
- Well 9A has been equipped for production, producing 120 gallons per minute with a Chromium-6 concentration of 0 µg/L.

- Well 15: Additional Chromium-6 free source capacity; the land has been acquired, the well has been drilled, the transmission pipeline has been installed, and well-head work has begun.
- 929 Acre Feet of water rights were purchased for hexavalent chromium mitigation.
- Testing of wells 23, 24, 25
- SCADA server upgraded to account for modified operations.

**Proposed Chromium-6 Mitigation Projects**

- Well 12 outfitting with a pneumatic packer to mitigate Chromium-6 intrusion.
- Addition of Well 16
- 6A Storage Reservoir
- Acquisition of Additional Water Rights
- Profile Well 14

Chromium 6 Project Costs and Revenue							
Chromium 6 Project Costs				04/30/23			
CIP #	CIP Name	Job Description	Dates	Actual Costs	Date Approved	Est Remaining	Total
	Water Rights* for Blending Project	929 AF of water rights for C-6 Project	7/16/2015	2,554,750.00	I	0	2,554,750.00
37	Dairy Wells	Rehab, prep, test	05/01/2015 - 06/21/2016	185,948.15	I	0	185,948.15
42	Chromium-6 Mitigation Project	Study, Design, CEQA, Testing, etc.	07/29/2014 - 07/01/2018	380,049.08	I	0	380,049.08
52	Chromium-6 Mitigation Project Engineering	Engineering Study & Project Design	02/03/2017 - 11/30/2017	528,353.07	I	0	528,353.07
81	Well 10 Profiling	Well 10 Profiling & Chromium Mitigation	01/01/2020-07/01/2020	206,478.00	9/15/2021	0	206,478.00
87	Well 9A Re-Development	Well 9A Redevelopment / Chromium Mitigation	01/01/2021-03/31/2022	193,410.17	9/15/2021	0	193,410.17
88	Well 6A Re-Development	Well 6A Redevelopment / Chromium Mitigation	01/01/2021-03/31/2022	179,191.37	9/15/2021	0	179,191.37
94	Land for Well 15 (Azalea Rd)	Land for Well 15 (Azalea Rd) / C6 Mitigation	08/01/2021-08/30/2021	32,876.87	9/15/2021	0	32,876.87
95	Well 15 - Development	Chromium Mitigation	01/01/2021-03/31/2023	1,525,089.84	9/15/2021	974,910.16	2,500,000.00
96	Well 6B - Re-development	Chromium Mitigation	01/01/2021-03/31/2023	124,688.11	9/15/2021	0	124,688.11
TBD	Well Profiling Well 14	Chromium Mitigation		0.00	9/15/2021	450,000.00	450,000.00
90	Non-Capital - Electrical Repairs 10/11	Chromium Mitigation	01/01/2021-03/31/2022	8,582.50		0	8,582.50
104	SCADA Server Upgrade	Chromium Mitigation	01/01/2021-03/31/2022	80,000.00	5/5/2021	0	80,000.00
TBD	Well Profiling (Misc)	Chromium Mitigation		0.00		150,000.00	150,000.00
TBD	Well #12 equip w/Cr6 packer	Chromium Mitigation		0.00		150,000.00	150,000.00
TBD	Water Rights	Chromium Mitigation		0.00		1,500,000.00	1,500,000.00
TBD	Well #16 New well	Chromium Mitigation		0.00		2,000,000.00	2,000,000.00
TBD	Storage Tank 6A 1.5 MG	Obtaining \$2 mil grant - total cost is \$2.7mil		0.00		700,000.00	700,000.00
*Water Rights GL #01-1-0-15150 07/2015			<b>Total</b>	<b>5,999,417.16</b>		5,924,910.16	11,924,327.32

The estimated remaining expenses will require a 7.1-year obligation resulting in a sunset date of 2031 for the Chromium-6 surcharge.

**FISCAL IMPACT**

Total: \$11,924,327      Actual to Date: \$5,999,417      Estimated Remaining Balance: \$5,924,910

**ATTACHMENT(S)**

N/A

# Agenda Item 6c

Discussion & Possible Action Well No. 15  
Payment No. 4 and Change Order No. 2

## MEMORANDUM

**DATE:** May 24, 2023

**TO:** Board of Directors

**FROM:** Don Bartz, General Manager  
By: Sean Wright, Water Operations Manager

**SUBJECT:** Discussion & Possible Action Regarding SouthWest Pump and Drilling Contract Payment for Well 15.

### STAFF RECOMMENDATION

Staff recommends the Board approve the attached SouthWest Pump and Drilling (Contractor) application for payment for services and materials furnished at Well 15.

### BACKGROUND

The District contracted with SouthWest Pump and Drilling on May 18, 2022, to drill Well 15 located on Azalea Rd. The contractor commenced work on November 29<sup>th</sup>, 2022. The original contract price was \$1,013,480 with a clause included stipulating "In the event of a price increase on the casing, the price increase will be invoicing cost-plus Green Book Standard for Material Mark-up".

\$1,555,000 is budgeted for the fiscal year 2022/23 for the drilling and equipping of Well 15. Progress payment No. 4 is part of the contract awarded by the board on May 18, 2022.

### FISCAL IMPACT

Budgeted: \$1,555,000

Progress Payment No. 4: \$ 42,538.72

Change Order for Spinner Testing and Depth Specific Sampling: \$ 8,740.11

**Total: \$ 51,278.83**

### ATTACHMENT(S)

SouthWest Pump and Drilling Progress Payment No. 4 & Request for Change Order No. 2

**AIA Type Document**  
**Application and Certification for Payment**

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

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

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

**DISTRIBUTION TO:**  
 OWNER  
 ARCHITECT  
 CONTRACTOR

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

**VIA (ARCHITECT):**

**ARCHITECT'S PROJECT NO:**

**CONTRACT FOR:**

**CONTRACT DATE:**

**CONTRACTOR'S APPLICATION FOR PAYMENT**


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

1. ORIGINAL CONTRACT SUM .....	\$	<u>1,013,480.00</u>
2. Net Change by Change Orders .....	\$	<u>48,267.45</u>
3. CONTRACT SUM TO DATE (Line 1 + 2) .....	\$	<u>1,061,747.45</u>
4. TOTAL COMPLETED AND STORED TO DATE .....	\$	<u>1,072,007.45</u>
<b>5. RETAINAGE:</b>		
a. 5.00 % of Completed Work	\$	<u>53,600.39</u>
b. 0.00 % of Stored Material	\$	<u>0.00</u>
Total retainage (Line 5a + 5b) .....	\$	<u>53,600.39</u>
6. TOTAL EARNED LESS RETAINAGE .....	\$	<u>1,018,407.06</u>
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) .....	\$	<u>975,868.34</u>
8. CURRENT PAYMENT DUE .....	\$	<u>42,538.72</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>43,340.39</u>

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

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

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

By:  Date: 5/8/2023

State of: \_\_\_\_\_  
 County of: \_\_\_\_\_  
 Subscribed and Sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_  
 Notary Public:  
 My Commission Expires : \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

**AMOUNT CERTIFIED** .....

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

**ARCHITECT:**  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

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

**AIA Type Document  
Application and Certification for Payment**

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

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

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

**DISTRIBUTION TO:**  
\_ OWNER  
\_ ARCHITECT  
\_ CONTRACTOR

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

**VIA (ARCHITECT):**

**ARCHITECT'S PROJECT NO:**

**CONTRACT FOR:**

**CONTRACT DATE:**

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
1	Mobilization / Demobilization	1.000	160,000.0000	160,000.00	1.000	160,000.00	.000	0.00	0.00	160,000.00	100.00	.00
2	Drill Conductor Bore	50.000	675.0000	33,750.00	50.000	33,750.00	.000	0.00	0.00	33,750.00	100.00	.00
3	Furnish & Install 36-Inch Conductor Casing with Cement Grout	55.000	600.0000	33,000.00	55.000	33,000.00	.000	0.00	0.00	33,000.00	100.00	.00
4	Drill Pilot Bore	1,020.000	110.0000	112,200.00	1,040.000	114,400.00	.000	0.00	0.00	114,400.00	101.96	-2,200.00
5	Complete Aquifer Isolation Zone Sampling	3.000	23,000.0000	69,000.00	3.000	69,000.00	.000	0.00	0.00	69,000.00	100.00	.00
6	Ream Borehole to 28-Inches in Diameter	1,020.000	127.0000	129,540.00	1,040.000	132,080.00	.000	0.00	0.00	132,080.00	101.96	-2,540.00
7	Furnish & Install 16-Inch Louvered HSLA Casing	500.000	291.5000	145,750.00	415.000	120,972.50	.000	0.00	0.00	120,972.50	83.00	24,777.50
8	Furnish & Install 16-Inch Blank HSLA Casing	500.000	209.0000	104,500.00	625.000	130,625.00	.000	0.00	0.00	130,625.00	125.00	-26,125.00
9	Furnish & Install Gravel Envelope	170.000	385.0000	65,450.00	171.000	65,835.00	.000	0.00	0.00	65,835.00	100.59	-385.00
10	Furnish & Install 3-Inch, Schedule 80 Camera Tube	400.000	55.0000	22,000.00	560.000	30,800.00	.000	0.00	0.00	30,800.00	140.00	-8,800.00
11	Develop by Swabbing & Air Surging for First 24-Hours	1.000	16,800.0000	16,800.00	1.000	16,800.00	.000	0.00	0.00	16,800.00	100.00	.00
12	Develop by Swabbing & Air Surging in Excess of 24 Hours	24.000	700.0000	16,800.00	29.500	20,650.00	.000	0.00	0.00	20,650.00	122.92	-3,850.00
13	Development by Pumping & Surging for First 12 Hours	1.000	46,440.0000	46,440.00	1.000	46,440.00	.000	0.00	0.00	46,440.00	100.00	.00
14	Development by Pumping & Surging in Excess of 12 Hours	12.000	450.0000	5,400.00	3.000	1,350.00	22.250	10,012.50	0.00	11,362.50	210.42	-5,962.50
15	Test Pumping for Yield & Drawdown (Include records) for 3 Steps	9.000	450.0000	4,050.00	.000	0.00	9.000	4,050.00	0.00	4,050.00	100.00	.00
16	Constant Yield Testing for a period of 24-Hours	24.000	450.0000	10,800.00	.000	0.00	25.500	11,475.00	0.00	11,475.00	106.25	-675.00

**AIA Type Document**  
**Application and Certification for Payment**

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

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

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

**DISTRIBUTION TO:**  
 OWNER  
 ARCHITECT  
 CONTRACTOR

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

**VIA (ARCHITECT):**

**ARCHITECT'S PROJECT NO:**

**CONTRACT FOR:**

**CONTRACT DATE:**

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



# Request For Change

Status: Pending

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

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

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

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

Attn:

Owner Doc No:

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

**Total RFC:** 8,740.11

Approved Change Order No: \_\_\_\_\_

Accepted Date: \_\_\_\_\_

Accepted By: \_\_\_\_\_

Please sign and return a copy as soon as possible

PACIFIC SURVEYS

PACIFIC SURVEYS, LLC

4456 Via Saint Ambrose  
Claremont, Ca 91711

APR 12 2023

# Invoice

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

**BILL TO**

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

JOB DATE 4/4/2023

Well No. Phelan Pinon Hills Well 15

LOCATION Phelan, CA.

TERMS	DUE DATE
Net 30	5/4/2023

SERVICES	UNIT	QTY	AMOUNT																					
Service Charge: mobilization of equipment to site.	1,115.00		1,115.00																					
Spinner Log (0-1030')	0.96	1,030	988.80																					
Spinner Log (Subsequent Run) \$0.96/log-ft: Run #2 (500-1030')	0.96	530	508.80																					
Spinner Log (Subsequent Run) \$0.96/log-ft: Run #3 (500-1030')	0.96	530	508.80																					
Spinner Stop Counts	395.00		395.00																					
Spinner Analysis: Production Profile	560.00		560.00																					
Depth Specific Fluid Samples: 555', 589', 639', 661', 700', 729' & 960'	345.00	7	2,415.00																					
<p>PO# 23A-0454</p> <table border="0"> <tr> <td>Acct/Stock #</td> <td>Amount</td> <td>Job/Equip #</td> </tr> <tr> <td>51616</td> <td>6491.40</td> <td>226505 - Phelan</td> </tr> <tr> <td colspan="3">Total Payment: 6491.40</td> </tr> <tr> <td>Approved By</td> <td>Posted By</td> <td></td> </tr> <tr> <td></td> <td>KTG</td> <td></td> </tr> <tr> <td>Date Approved</td> <td>Check #</td> <td></td> </tr> <tr> <td></td> <td></td> <td>Turner # 54723</td> </tr> </table>				Acct/Stock #	Amount	Job/Equip #	51616	6491.40	226505 - Phelan	Total Payment: 6491.40			Approved By	Posted By			KTG		Date Approved	Check #				Turner # 54723
Acct/Stock #	Amount	Job/Equip #																						
51616	6491.40	226505 - Phelan																						
Total Payment: 6491.40																								
Approved By	Posted By																							
	KTG																							
Date Approved	Check #																							
		Turner # 54723																						
			Payments/Credits \$0.00																					
Thank you for your business. We appreciate it very much!			Balance Due \$6,491.40																					

# Agenda Item 6d

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

## MEMORANDUM

**DATE:** May 24, 2023

**TO:** Board of Directors

**FROM:** Don Bartz, General Manager  
By: Sean Wright, Water Operations Manager

**SUBJECT:** Discussion & Possible Action Regarding the Purchase of a New District Mini-Excavator & Hydraulic Tilt Trailer

### STAFF RECOMMENDATION

Staff recommends the Board approve the purchase of a new Kubota U55-5R1A Excavator with a quick coupler and angle blade from Apex Equipment and a 7 X 20 14K Hydraulic Tilt Trailer from Trailersplus.

### BACKGROUND

The District currently operates a 2018 Case 580 Super N and 1995 Case 580 Super N Backhoe which are the District's sole means of excavation. The looming California Air Resources Board mandate will soon require that the District retire or place on low-use exemption its 1995 backhoe by the year 2024 or opt to repower the equipment with a qualified engine. Staff recommends the purchase of a new mini excavator, to ensure that the District's only method of excavation will not be relegated to only the 2018 Case without redundancy for emergencies. Replacing the current equipment with a qualified engine is not deemed cost-effective.

The purchase of a mini excavator is in line with the District's Strategic Plan vision to remain on track with the maintenance and replacement of our water infrastructure as necessary and the mission to efficiently provide authorized services and maximize resources for the benefit of the community. The trailer will provide a 14,000-pound carrying capacity to transport the mini-excavator to work sites with the District's larger pick-ups, thus eliminating the need to mobilize the large dump truck and trailer which will increase efficiency.

Per Section 6D of the District's Purchasing Policy, "Exemptions to Competitive Bidding" this item was not advertised for bids because staff deemed, "advertisement for competitive bidding would be undesirable, impractical, or impossible." Staff feels that advertising in a publication for an equipment purchase would not produce an advantage as equipment pricing is a volatile market.

### FISCAL IMPACT

Mini-Excavator \$68,938.45; Tilt Trailer \$9,738; Total \$78,676.45

### ATTACHMENT(S)

Item 1 Bid from Apex Equipment; Item 2 Bid from Al's Kubota Tractor; Item 3 Bid from Bobcat; Centra; Item 4 Trailers Plus Quote; Item 5 jjtrailersales Quote; Item 6 John Deere 50G Quote  
Item 7 Doolittle Trailer Quote



**APEX EQUIPMENT CO.**  
 9262 C Avenue  
 Hesperia, CA 92345  
 (760) 244-9349 • Fax: (760) 244-2901

INVOICE   
 QUOTATION   
 DEMO



Date: 4-25-23

PO No. \_\_\_\_\_

To: PPH CSD

Phone: \_\_\_\_\_

Sean Wright

Email: \_\_\_\_\_

swright@pphcsd.org

Quantity	Description	Price	Amount
1	New U55-5R1A Excavator w/ Quick Coupler		63980 -
	18" Bucket		
	24" Bucket		
	Angle Blade		
	Open Pops		
	Canopy		
	Angle Blade		
	Price includes Delivery to PPHcsd Yard		
	Quote Valid for 30 Days		
Sold by:		Sub Total:	
		Tax:	4958 45
Received by:		Total:	68938 45

# S A L E S   O R D E R

AL'S KUBOTA TRACTOR  
 687 N San Jacinto st  
 Hemet, ca 92543 USA  
 Phone #: (951)658-9471  
 Fax #: (951)658-9674

PHONE #: **(760)885-7255**                      DATE: **4/25/2023**  
 CELL #:    ORDER #: **1177671**  
 ALT. #:    CUSTOMER #: **135565**  
 P.O.#:    LOCATION: **1**  
 TERMS: **Net 10th EOM**                      STATUS: **Waiting on Part**  
 SALES TYPE: **Sales Order**  
 CP: **Jeremy**  
 SALES REP: **Jeremy**

**BILL TO 135565**

P.P.H.C.S.  
 4176 WARBLER ROAD  
 PHELAN, CA 92371 US

**SHIP TO**

P.P.H.C.S.  
 4176 WARBLER ROAD  
 PHELAN, CA 92371 US

MFR	PRODUCT NUMBER	DESCRIPTION	ORD	SOLD	B/O	PRICE	NET	TOTAL
KUB	U55-5R1A	U55 EXCAVATOR	1		1	\$74,995.00	\$67,495.50	\$67,495.50
		18"BUCKET						
		24" BUCKET						
		OPEN ROPS						
		CANOPY						
		ANGLE BLADE						
****	SHIPPING	SHIPPING FROM KUBOTA	1		0	\$750.00	\$750.00	\$750.00
****	PICKDEL	PICK UP/DELIVERY TO YOU	1		0	\$500.00	\$500.00	\$500.00

All special orders require prepayment and this deposit is not refundable. No returns on electrical or special order items. There may be a 20% restocking fee imposed on returned items. All returns must be accompanied by the original receipt and be made within 30 days. Thank you for your business!

SUBTOTAL:	<b>\$68,745.50</b>
TAX:	<b>\$5,905.86</b>
<b>ORDER TOTAL:</b>	<b>\$74,651.36</b>
<b>BALANCE REMAINING:</b>	<b>\$74,651.36</b>

Picked Up By: \_\_\_\_\_



FAMILY OWNED SINCE 1976

V.55

QUOTATION/SALES ORDER

<b>BILL TO</b>		<b>Account No.</b>		<b>SHIP To</b>		<b>Name</b>		
<b>Buyer</b>		Sean Wright		<b>Address</b>				
<b>Address</b>				<b>City, State</b>		<b>Zip</b>		
<b>City, State</b>		Ca Zip		<b>County</b>				
<b>County</b>				<b>Del Date</b>				
<b>Phone No.</b>		760-868-1212		<b>PO #</b>				
<b>Equipment(s)</b>	<b>Make</b>	Bobcat	<b>Year</b>	2023	<b>Transaction</b>		<b>INVENTORY</b>	
	<b>Model</b>	E50			<b>SALE</b>		<b>NEW</b>	
	<b>Stock #</b>	M13015						
	<b>Description</b>	E50 50HP Compact Excavator, Canopy, Hyd Xchg, Long Arm/Clamp/Div Valve, Angle Blade, 7" Touch Display, Travel Alarm, Radio			<b>Stock #</b>	M13015	\$	97,500.00
	<b>Description</b>	24" HD Bucket/Teeth (Free)			<b>Stock #</b>	In Stock	\$	-
	<b>Description</b>				<b>Stock #</b>		\$	-
	<b>Description</b>				<b>Stock #</b>		\$	-
	<b>Description</b>				<b>Stock #</b>		\$	-
	<b>Description</b>				<b>Stock #</b>		\$	-
	<b>Description</b>				<b>Stock #</b>		\$	-
<b>Rebates</b>	\$5500 In stant Rebate on Cash Deal In Lieu of Financing					\$	(5,500.00)	
<b>Rebates</b>						\$	-	
<b>Rebates</b>						\$	-	
<b>TRADE</b>	<b>Year</b>	<b>Serial #</b>			<b>SALES</b>			
<b>Make</b>		<b>Model</b>			<b>PRICE \$</b>			
					\$ 92,000.00			
					If Tax Exempt, Provide Certificate or enter Rate Below			
<b>EXT Warranty</b>					<b>Sales Tax</b>	7.750%	\$ 7,130.00	
<b>LienHolder</b>					<b>Total Price</b>		\$ 99,130.00	
<b>Trade in Allowance</b>	\$	Less (Est.) Payoff/ Open SO	\$		<b>Net Trade-In</b>	\$	-	
<b>BILL OF SALE:</b> FOR TRADE-IN DESCRIBED HEREIN. WE CERTIFY THAT THERE IS NO LIEN, CLAIM, DEBT, MORTGAGE OR ENCUMBRANCE OF ANY KIND, NATURE OR DESCRIPTION AGAINST THIS PROPERTY NOW EXISTING, OF RECORD OR OTHERWISE AND THAT SAME IS FREE AND CLEAR AND IS MY/OUR SOLE AND ABSOLUTE PROPERTY EXCEPT AS NOTED ABOVE.					<b>Fees/Charges</b>	\$	-	
<b>BUYER'S SIGNATURE X</b>					<b>Other</b>	\$	-	
					<b>Total Price</b>	\$	99,130.00	
					<b>F.E.T Tax</b>	\$	-	
					<b>Balance Due</b>	\$	99,130.00	
<b>FINANCE</b>	<b>CASH/COD</b>			<b>Down Payment/Cash Rec</b>	\$		-	
<b>TERMS (SUBJECT TO APPROVAL):</b>					<b>Insurance</b>			
					<b>Amount on Cash/COD</b>	\$	99,130.00	
					<b>Terms of Loan in Months</b>	<b>Interest</b>	<b>Monthly Payments</b>	
						0%		
<b>WARRANTY</b>	<b>NEW STANDARD</b> Factor 24 Month or 2000 Hour Full							
	<b>NEW EXTENDED</b> An extended warranty is available for this unit							
<b>Quote Good To</b> 5/25/2023								
<b>Bobcat Central, Inc.</b>				<b>BUYER</b>				
<b>Store Address</b> 3516 Newton Road				<b>By</b> _____ <b>Title</b> _____				
<b>City/State/Zip</b> Stockton, CA 95205				<b>By</b> _____ <b>Title</b> _____				
<b>By</b> Nathan Woods				<b>Date</b> _____				
<b>Store Phone #</b> 209-466-9631 <b>Date</b> 4/25/2023								
<b>Fax Number</b> 209-466-0419 <b>Sales Rep #</b> 209-639-7412								

Disclaimer: All Prices quoted are valid for 30 days from the date stated on the quotation. Disclaimer: Bobcat Company reserves the right to extend or discontinue any programs, including rebates, at any time without prior notice. Rebates are only valid if still being offered by Bobcat Company at the time that the customer takes possession of the equipment.

[← Back to Inventory](#)

[TrailersPlus Billings](#) / [7' Equipment](#) / [4YMBU2028PN005550](#)

[MAIL](#)

## 7 X 20 Carry-On Hydraulic Tilt 14K Trailer



Price: **\$8869**  
MSRP- \$16620

Financing Available from \$199.49/mo.

[SCHEDULE AN APPOINTMENT](#)

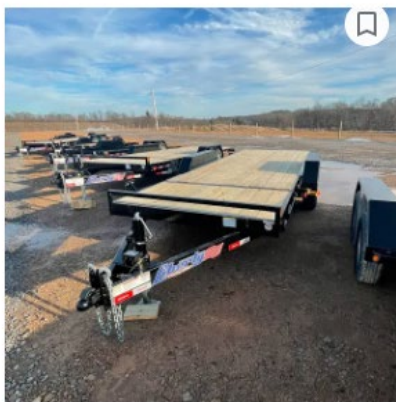
[RESERVE TRAILER](#)

[ADD TO CART](#)

[Description](#)

[Specifications](#)





### Liberty 7x20 Tilt ✕

Models LT14K83X20SPC6WF 83" X 20' Wide Body Specifications  
GVWR 14,000 Lbs. BED WIDTH 83" LENGTHS 20' AXLE(S) 7,000  
lb Straight, Dexter E-Z Lube TIRES & WHEELS 235/R16 LRE ...

[View product details](#)

**\$8,995.00**  
+\$697.11 est. tax

[jjtrailersales.com](http://jjtrailersales.com)  
Free delivery by Wed, May 24

**2023 John Deere 50G**  
**\$84,900.00 USD**



Visit Doolittle Trailer Mfg Store

## Doolittle Trailer Mfg EZ Loader GT 22' x 88" Dual Axle Split Deck Hydraulic Tilt Bed Equipment Trailer New

SKU# GT8222A207

★★★★★ (0) Write a review

✓ In Stock for online orders

🇺🇸 Made In USA

🚚 Freight cost not included in price ▾

### Ships Truck or Local Pickup

Close X

This item is shipped via "truck freight" (common carrier or flat-bed, not FedEx). On average, shipping can cost \$3 per loaded mile. Call [833-860-7137](tel:833-860-7137) for an exact freight quote, which is extra. The truck must be able to have road and turn around access at the place of delivery. The product will require special equipment for offloading (forklifts, telehandlers, etc.). A signature will be required at the time of delivery.

💰 Low Price Guarantee ▾

**\$9,919.00** Was: ~~\$10,399.00~~  
Save 4%

LIVE CHAT



4.6 ★★★★★  
Goode

# Agenda Item 6e

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:** May 24, 2023  
**TO:** Board of Directors  
**FROM:** Don Bartz, General Manager  
By: Kim Sevy, HR & Solid Waste Manager/District Clerk  
**SUBJECT:** Update on the Proposed Civic Center & Phelan Park Expansion Project

---

### STAFF RECOMMENDATION

None

### BACKGROUND

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

### FISCAL IMPACT

None

### ATTACHMENT(S)

None

# Agenda Item 7

Committee Reports/Comments

# Agenda Item 8

Staff & General Manager's Report

## Parks, Recreation & Street Lighting Report APRIL 2023

### Introduction

The District Parks and Recreation Department operates and maintains community centers, senior centers, parks and streetlights. The District currently has two community centers, one located in Phelan and another in Pinon Hills. Adjacent to each of the centers are two parks that have playgrounds, basketball courts and shaded picnic tables. Parks and recreation are a vital component to any community. It not only adds beauty, but provides safe areas for activities of individuals, families, and groups. The parks are available for use from morning until dusk. The community centers are utilized for a wide range of activities and are available to the community for a small fee. The District currently offers several events and activities, and continues to work on various recreation ideas and continues to partner with local civic groups creating programs that are beneficial to the community at large.

The Parks and Recreation Department realizes the importance of long-range planning to preserve and protect our valuable assets and to allow for efficient use of resources for future growth. The efficient use of resources will allow the District to acquire, develop, operate, and maintain a park and recreation system which enriches the quality of life for residents and visitors alike, and preserves it for future generations. The District continues to develop a sustainable park system that will be supported by decisions that provide services at a sustainable rate, such as providing infrastructure that can be reasonably maintained while setting realistic targets on programs and services.

The District currently owns four vacant parcels for future parks and recreation facilities, a 55 acre parcel on Johnson Road, an 80 acre parcel on Sheep Creek Road, a 25 acre parcel on Chateau Road and a 4 acre parcel on Warbler Road that includes an adjacent 10 acre parcel off of Sahara Road.

The streetlights primarily service the business district of Phelan. There are also lights at strategic intersections to help in providing safety to the community. Expansion of the street lighting to other intersections is considered based upon a safety need, but the District does respect the San Bernardino County “Dark Sky” ordinance and encourages residents to do the same.

### Monthly Activity Report

The following report details the number of community center rentals and activities for the month:

Location	Paid Rental	District Use	Donated Use
Phelan Community Center	4	5	5
Phelan Senior Center	4	0	9
Piñon Hills Community Center	9	0	7
Miscellaneous	0	0	0
Phelan Park	0	0	0



### **Events and Classes**

The following is a brief summary of current parks and recreation events:

- Regular Parks Committee Meeting – May 9, 2023 4:30 pm at Phelan C.C.
- Farmers Market – Mondays, 2:00 pm – 6:00 pm (summer hours at Phelan C.C.)
- Line Dancing – Every Friday, 9:00 am – 10:30 am at Phelan C.C.
- Senior Activities – Mondays & Thursdays Pinon Hills C.C. and Tuesdays & Fridays Phelan C.C.
- Little League Opening Day, Parks Booth – April 1, 2023 9 am Phelan Elementary.
- Kids Baking Class – Saturday April 1, 2023 10:30 am – 12 noon. At Phelan c.c.
- Strength & Conditioning – Fridays, March 3, 10, 17, and 24. 10 am at Pinon Hills C.C.  
April 14, 21, and 28. 10 am at Pinon Hills C.C.  
May 5, 12, 19 and 26. 10 am at Pinon Hills C.C.
- Cardio & Strength – Tuesdays, March 7, 14, 21 and 28. 10 am at Pinon Hills C.C.  
April 11, 18 and 25. 10 am at Pinon Hills C.C.  
May 2, 9, 16, 23 and 30. 10 am at Pinon Hills C.C.
- Stretch & Balance – Tuesdays, March 7, 14, 21 and 28. 11 am at Pinon Hills C.C.  
April 11, 18 and 25. 11 am at Pinon Hills C.C.  
May – 2, 9, 16, 23 and 30. 11 am at Pinon Hills C.C.
- Gardening Class – Transplanting to Garden Bed 4/8/2023, 10 am.
- Gardening Class – Compost, Verma Compost 5/13/2023, 10 am.

(Learn to Garden classes are held at the Teaching Garden, just north of PPHCSD Office)

### **Projects/Activities in Process**

- Parks Budget for 2023/2024 – Board approval in process.
- Parks Budget for 2022/2023 – CIP projects are in process and ongoing. Phelan C.C Unit A interior painting complete. Pinon Hills C.C. restroom plastic wall panels, replacement complete. Pinon Hills Park swing set retaining wall, complete. Lighting additions for Phelan and Pinon Hills Park, complete.
- Phelan Park Expansion Project – Design with phase planning is in process and ongoing for the District owned parks properties east of Phelan Park – 4.22-acre parcel, APN 3066-261-08, and adjoining 10-acre parcel, APN 3066-251-14.
- Efforts on funding source possibilities for the Phelan Park expansion project are ongoing.
- Parks Master Plan – Action plan needs are being implemented and are ongoing.



# Phelan Piñon Hills Community Services District

4176 Warbler Road - PO Box 2940449 - Phelan, CA 92329-4049 - (760) 868-1212 - Fax (760) 868-2323

## Assistant General Manager / CFO's Report

April 2023

### FINANCIAL DATA:

Enterprise Fund (Water Operations)				
	April	YTD	Total Budget	% of Total Budget
Operational Revenue	\$428,922.38	\$6,023,206.02	\$8,287,548.92	73%
Operational Expenses	\$660,776.56	\$7,024,671.50	\$8,329,076.79	84%
<b>Net Income (Loss)</b>	<b>-\$231,854.18</b>	<b>-\$1,001,465.48</b>	<b>-\$41,527.87</b>	<b>2412%</b>
Non-Operational Revenue	\$754,914.95	\$2,531,027.57	\$1,763,046.40	144%
Non-Operational Expenses	\$0.00	\$44,057.43	\$974,919.08	5%
<b>Net Income (Loss)</b>	<b>\$754,914.95</b>	<b>\$2,486,970.14</b>	<b>\$788,127.32</b>	<b>316%</b>
Total Revenue	\$1,183,837.33	\$8,554,233.59	\$10,050,595.32	85%
Total Expense	\$660,776.56	\$7,068,728.93	\$9,303,995.87	76%
<b>Total Net Income (Loss)</b>	<b>\$523,060.77</b>	<b>\$1,485,504.66</b>	<b>\$746,599.45</b>	<b>199%</b>

**Capital Outlay/Principal Pmts/C6** **\$3,269,013.60** **\$4,642,476.34**

Government Funds (Parks, Street Lighting, Solid Waste & Recycling)				
	April	YTD	Total Budget	% of Total Budget
Operational Revenue	\$51,852.52	\$602,307.78	\$531,667.30	113%
Operational Expenses	\$66,940.68	\$672,888.46	\$916,645.95	73%
<b>Net Income (Loss)</b>	<b>-\$15,088.16</b>	<b>-\$70,580.68</b>	<b>-\$384,978.65</b>	<b>18%</b>
Non-Operational Revenue	\$577,496.09	\$1,833,470.54	\$1,528,448.08	120%
Non-Operational Expenses	\$601,343.29	\$495,550.19	\$159,510.88	311%
<b>Net Income (Loss)</b>	<b>-\$23,847.20</b>	<b>\$1,337,920.35</b>	<b>\$1,368,937.20</b>	<b>98%</b>
Total Revenue	\$629,348.61	\$2,435,778.32	\$2,060,115.38	118%
Total Expense	\$668,283.97	\$1,168,438.65	\$1,076,156.83	109%
<b>Total Net Income (Loss)</b>	<b>-\$38,935.36</b>	<b>\$1,267,339.67</b>	<b>\$983,958.55</b>	<b>129%</b>

GOVERNMENT FUNDS:	General	Parks and Rec	Street Lighting	Property Tax	Solid Waste	Total
Revenue YTD	318,173.06	136,746.46	394.85	1,690,412.98	290,050.97	2,435,778.32
Expense TYD	600,929.52	441,975.80	14,984.88	-30,178.22	140,726.67	1,168,438.65
<b>Total Net Income (Loss)</b>	<b>-282,756.46</b>	<b>-305,229.34</b>	<b>-14,590.03</b>	<b>1,720,591.20</b>	<b>149,324.30</b>	<b>1,267,339.67</b>

	Enterprise	Government	Total
Cash Available	\$5,965,754.53	\$8,807,489.82	\$14,773,244.35
Cash Reserves	\$11,592,438.17	\$686,392.00	\$12,278,830.17
Total Cash	\$17,558,192.70	\$9,493,881.82	\$27,052,074.52

**ADMINISTRATIVE DATA:** April 2023

<b>Water Consumption (HCF):</b>	January	February	March	April
2022/2023	62,393	65,255	65,610	56,486
2021/2022	62,495	49,741	70,581	87,630
2020/2021	57,387	50,652	72,618	85,842
<b>Meters In Ground:</b>	January	February	March	April
	7233	7234	7244	7247
<b>Meter Permits Issued:</b>	January	February	March	April
	2	1	3	0
<b>Lock-offs:</b>	January	February	March	April
	67	84	74	84

Customer Service A/R Activities	April Quantity		April \$ Received	
<b>Payments</b>				
Cash	527	9.11%	\$53,289.95	9.35%
Check	599	10.35%	\$102,504.07	17.98%
Credit Card (counter)	151	2.61%	\$21,263.61	3.73%
Mail (checks)	1,311	22.65%	\$100,238.23	17.58%
Online (credit card)	3,199	55.28%	\$292,852.89	51.36%
<b>TOTAL</b>	<u>5,787</u>	<u>100.00%</u>	<u>\$570,148.75</u>	<u>100.00%</u>

Payments Received and Processed	April Quantity	Enterprise	Government
Water	5,771	5,771	
Gvmt (Rentals, Classes, Franchise fee, et	16		16
	<u>5,787</u>	<u>5,771</u> 99.7%	<u>16</u> 0.3%

Customer Service Other Activities	April Quantity	Enterprise	Government
Service Orders Processed	582	582	
Assisted Customers at Counter	1,277	1,261 98.7%	16 1.3%
	<u>1,859</u>	<u>1,843</u>	<u>16</u>



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

## MANAGEMENT REPORT

**DATE:** May 11, 2023  
**PREPARED BY:** Kim Sevy, HR & Solid Waste Manager  
**SUBJECT:** April 2023 Manager's Report

### SOLID WASTE & RECYCLING

#### Customer Data:

<u>COMMERCIAL ACCOUNTS</u>	<u>NO.</u>	<u>CITATIONS ISSUED</u>	<u>NO.</u>
Trash	93	Commercial	0
Recycling	93	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
<u>RESIDENTIAL ACCOUNTS</u>	<u>NO.</u>	<u>TEMPORARY SERVICE</u>	<u>NO.</u>
Trash	5,158	Temporary - Trash	3
Recycling	34	Temporary - Recycling	2
Organics	N/A		

#### Notable Activity:

- Proposition 218 mailer sent out on 4/24/2023 to 17,508 individuals.
- CAP report submitted to CalRecycle
- Gathering SB 1383 exemption forms from applicable commercial customers
- Continuing to promote CR&R residential service to increase voluntary participation.
  - Monthly mailers in customer bills
  - Information in new customer packets
  - Information in District office

#### Recent & Upcoming Events:

- Community Information Meeting #3
  - May 20, 2023 – 10:00am
  - Phelan Community Center & Zoom
- Free Tire Disposal Day
  - June 10, 2022 – 8am-noon
  - CR&R Service Yard

### HUMAN RESOURCES

#### Statistical Data:

- Full Time Employees: 27
  - Engineering: 3
  - Water (Field): 10.5
  - Parks & Rec: 2.5
  - Administration: 11

- Part Time Employees: 0
- Temporary Employees: 1
- Open Positions: 0

## **MISCELLANEOUS**

### Upcoming District Events:

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

- Community Coffee with Jay Obernolte
  - May 31, 2023 – 6-7pm
  - Phelan Community Center

### Website Data (for April 2023)

PAGE	Unique Views	Total Views
Main Page	2,204	3,775
My Account	1,645	3,441
Water Department Services	431	599
Solid Waste & Recycling	336	495
Contact Us	207	355
Meetings	196	281
Apply for Service	85	273
Residential – Solid Waste	124	234
Events	111	200
Employment	100	180
Rates & Fees	89	163
Calendar	86	150
Projects	76	139
New Connections	79	134
Board of Directors Meeting	63	117
Parks & Recreation	50	116
Sign Up For Classes	69	105
Job Posting	52	104
Rules & Regulations	78	96
	63	88

### 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.
- **Small Scale Water Efficiency Grant**
  - \$75,000 to be disbursed when meters for Phase 3a are purchased.
- **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.
- **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-June.
- **Land and Water Conservation Grant**
  - Staff is working with consultants on a project submittal for this year. Submittals are due in June.

# Agenda Item 9

Director Reports

# Agenda Item 10

Correspondence/Information



## **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 Thursday of Each Month

Meeting Time: 3:00pm

Committee Members: Chuck Hays, Deborah Philips



# SUMMER Activities

## PAINTING IN THE PARK WITH SHINE BRIGHT PAINT

THURSDAYS - JUNE 15, 22, 29 & JULY 6, 13, 20, 27

AGES 5-12: 9AM

AGES 13 & UP: 11AM

PHELAN COMMUNITY PARK - RSVP REQUIRED

## FITNESS/DANCE CLASSES IN THE PARK

TUESDAYS- JUNE 13, 20, 27 & JULY 11, 18, 25

ALL AGES WELCOME

9AM FITNESS CLASS/ 10AM DANCE CLASS

PHELAN COMMUNITY PARK - RSVP REQUIRED

## KIDS ARCHERY LESSONS WITH THE MOJAVE ARCHERS

THURSDAYS - JUNE 15, 22, 29 & JULY 6, 13

9AM - 11AM

WEST CORNER OF CAYUCOS AND SHEEP CREEK RD  
HOSTED BY THE MOJAVE ARCHERS - RSVP REQUIRED

LEARN MORE & RSVP  
[WWW.PPHCSD.ORG](http://WWW.PPHCSD.ORG)



Go Play  
at the Park

Phelan Piñon Hills CSD Parks and Recreation





# Free SUMMER Movie Nights

FRIDAY NIGHTS  
AT DUSK

PHELAN COMMUNITY PARK  
HOSTED BY THE TRI-COMMUNITY KIWANIS

HOTEL TRANSYLVANIA 3:  
SUMMER VACATION

JUNE 9

TOY STORY 4

JUNE 16

PUSS IN BOOTS - THE  
LAST WISH

JUNE 23

CRUELLA

JUNE 30

RAYA AND THE LAST  
DRAGON

JULY 7

THE BAD GUYS

JULY 14

LUCK

JULY 21

MINIONS - THE RISE OF GRU

JULY 28

LEARN MORE  
[WWW.PPHCSD.ORG](http://WWW.PPHCSD.ORG)



Go Play  
at the Park

Phelan Piñon Hills CSD Parks and Recreation







*Pizza Party Baking Class*

Come learn to make pizza at our  
**Kid's Baking Class**

**Ages 5 - 17**

**June 24, 2023**

**10:00 a.m. - 12:00 p.m.**

Phelan Senior Center  
4128 Warbler Road  
Phelan, CA

RSVP Required: [www.pphcsd.org/sign-up-for-classes](http://www.pphcsd.org/sign-up-for-classes)

\*All minors must be accompanied by an adult.



4176 Warbler Road  
Phelan, CA 92371



760-868-1212  
[www.pphcsd.org](http://www.pphcsd.org)



**Go Play  
at the Park**

Phelan Piñon Hills CSD Parks and Recreation



Learn How To:

# Find Leaks In Your Irrigation System



## Three Steps to Take if You Have a Leak in Your Irrigation System

### 1. Check for Irrigation Controller Problems

- Although irrigation controllers do not leak, they contain an electrical clock that controls your spring valves.
- The clock triggers the release of water through sprinkler/drip valves and keeps the valves open for a predetermined time period.
- Check the controller's programming to make sure it hasn't changed or returned to a default setting that increases water usage.
- In some cases, irrigation controllers may keep sprinkler/drip systems running for hours if misprogrammed.

### 2. Check Your Irrigation Valves

- Valve boxes should be dry, not flooded.
- Wet valve boxes may indicate loose wiring, water leaking due to damaged fittings, or worn parts.

### 3. Leaky Sprinklers and Drip Lines

- Look for flooding around the base of sprinklers.
- Water sprays/geysers usually indicate missing spray heads.
- Water spraying between sprinklers or drip heads could mean you have a cracked lateral line.
- Water pooling on the ground usually indicates a steady leak coming from an underground line.
  - Water spurting from a sprinkler or drip valve could mean that a seal is broken where the riser or nozzle connects to the underground supply line.

### Pro Tip:

It's a good idea to check your irrigation controller first, valves second, and sprinklers last. Use brightly colored irrigation flags to mark areas you suspect may be leaking.

### Helpful Links to Irrigation System Repair Videos

Use your phone to scan these QR codes to view helpful repair videos.



*Program a  
Timer*



*Sprinkler  
Valve  
Repair*



*Fix Poly  
Pipe*

*Still need  
help? Give us  
a call at  
760-868-1212.*

4176 Warbler Rd.  
Phelan, CA 92371  
760-868-1212  
www.pphcsd.org





## Notice of Water Rate Change

The District provides water service to approximately 7,100 customers, and monthly water service fees are the primary source of revenue to operate the water system. Revenues received from water service fees are used solely to fund the water enterprise. The objective of the proposed five-year rate schedule is to fully fund operations, address capital replacement, and adequately build-up reserves to meet reserve policies through Fiscal Year 2025-2026. In addition, the District needs to ensure adequate funding to address additional capital and operating expenses. The new rates for the District's water service fees were adopted by the Board on December 1, 2021, after a noticed public hearing and several public meetings. The new rates are based on a comprehensive rate study prepared by an independent consultant.

**Water rates for all District customers are scheduled to change. The new rates will begin July 1, 2023, and will be reflected on your billing statement received in August.**

Fixed Charges (Meter Charge) \$/Month				
Meter Size	Current	Effective 7/1/2023	Effective 7/1/2024	Effective 7/1/2025
3/4"	\$24.17	\$25.63	\$27.17	\$28.81
1"	\$36.57	\$38.77	\$41.10	\$43.57
1 1/2"	\$67.58	\$71.64	\$75.94	\$80.50
2"	\$104.79	\$111.08	\$117.75	\$124.82
3"	\$222.60	\$235.96	\$250.12	\$265.13
4"	\$396.23	\$420.01	\$445.22	\$471.94
Chromium-6 Surcharge (all meters)	\$9.71	\$9.71	\$9.71	\$9.71

Variable Rates - \$/unit (1 unit = 748 gallons)				
Customer Class	Current	Effective 7/1/2023	Effective 7/1/2024	Effective 7/1/2025
<i>Residential</i>				
Tier 1: ≤ 9 units	\$2.90	\$3.08	\$3.27	\$3.47
Tier 2: 9 hcf- 29 units	\$3.31	\$3.51	\$3.73	\$3.96
Tier 3: > 29 units	\$7.99	\$8.47	\$8.98	\$9.52
<i>Commercial</i>				
	\$3.87	\$4.11	\$4.36	\$4.63
<i>Institutional</i>				
	\$4.20	\$4.45	\$4.73	\$5.02

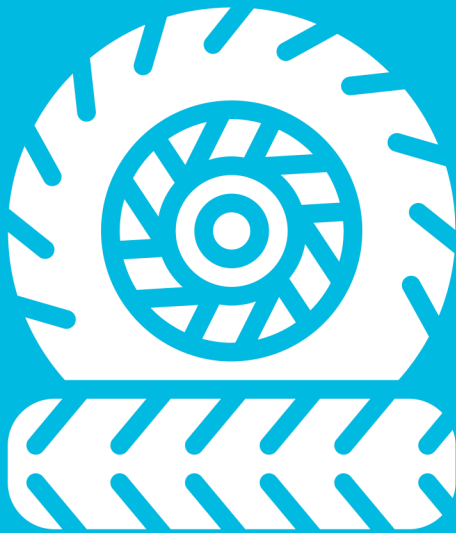
*If you have any questions, please contact the District at (760) 868-1212.*

*For additional information, please visit our website at [www.pphcsd.org](http://www.pphcsd.org)*

# FREE June 10, 2023 TIREDAY

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 Tire Collection

No 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 2008

# Agenda Item 11

Review of Action Items



# Agenda Item 12

Set Agenda for Next Meeting