



# BOARD PACKAGE

August 23, 2023

Regular Board Meeting – 5:00 p.m.

## REGULAR BOARD MEETING AGENDA

August 23, 2023 – 5:00 p.m.  
Phelan Community Center  
4128 Warbler Road, Phelan, CA 92371  
& Via Conference Call (see below)

### REGULAR BOARD MEETING – 5:00 P.M.

**Call to Order** – Pledge of Allegiance

#### Roll Call

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

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

a) **General Public**

b) **Community Reports**

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

#### 3) **Consent Items**

- Approval of Minutes
- Approval of Board Stipends/Reimbursements
- Acceptance of July Disbursements

#### 4) **Matters Removed from Consent Items**

#### 5) **Presentations/Appointments**

- Oeste Basin & Recharge Project  
By: Mojave Water Agency

#### 6) **Continued/New Agenda Items**

- Discussion & Possible Action Regarding Authorization to Mail Notice of Proposed Water Rates in Compliance with Proposition 218



#### **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*

- b) Discussion & Possible Action Regarding Fuel Dispensing & Storage Facility at the Oasis Operations Maintenance Yard
  - c) Update on Solid Waste Program Implementation
  - d) 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 – September 13, 2023
- 13) **Adjournment**

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

Agenda materials can be viewed online at [www.pphcsd.org](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**

August 9, 2023

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

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

**Board Members Absent:** Mark Roberts, Vice President

**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  
David Noland, Finance Supervisor  
Jen Oakes, Executive Management Analyst

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

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

#### **Call to Order**

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

#### **Roll Call**

Vice President Roberts was absent.

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

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

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

a) **General Public** – None

b) **Community Reports**

- **County Supervisor** – Sam Shoup, Field Representative for Supervisor Cook, noted “Operation Consequences,” Measure I funding for the Clovis traffic signal, and that ratification of the District’s American Rescue Plan Act grant award is on the Board of Supervisor’s upcoming agenda.

**3) Consent Items**

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

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

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

Mr. Bartz introduced this item.

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

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

President Kujawa declared the public hearing open at 5:06 p.m.

**1) Secretary's Report:**

Ms. Sevy reported the District received zero written protests, objections, or comments.

**2) Attorney's Report:**

Mr. Kennedy reported the Notice of Public Hearing was published in the Victorville Daily Press on July 26, 2023, and August 2, 2023. A summary of the material changes from Ordinance 2022-02 to Ordinance No. 2023-04 was published in the Victorville Daily Press on August 2, 2023. Notice of public hearing was also posted in the District office, District community centers, and District website on July 24, 2023. The Ordinance was introduced to the Board at the July 26, 2023, Board meeting where the first reading was waived by the Board. The second reading of the Ordinance was waived by the Board prior to the hearing.

**3) Staff's Report:**

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

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

Since adoption of Ordinance No. 2022-02, a self-haul option was approved by CalRecycle and therefore the ordinance was updated primarily to address that provision. Amending this Ordinance will complete Task 3 of the District's compliance order from CalRecycle.

4) **Public Comments, Protests, and Objections:**

Public comment was provided by Meredith Hergenrader.

Director Philips moved to close the public hearing. Director Hays seconded the motion. Motion carried 4-0 and the hearing was declared closed at 5:10 p.m.

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

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

Mr. Bartz introduced this item.

Director Snyder moved to adopt Ordinance No. 2023-04. President Kujawa seconded the motion. Motion carried 4-0.

d) **Discussion & Possible Action Regarding Proposed Water Rates**

Staff Recommendation: None

Habib Isaac, with IB Consulting, provided a presentation on the proposed water rates and requested direction on which capital plan to utilize in preparation of the water rate study.

Consensus of the Board was to utilize the fully funded capital plan in preparation of the District's rate study.

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

Staff Recommendation: None.

Note: This Item was discussed before Item 6d. Ms. Sevy provided an update on solid waste program implementation.

No action taken.

ACTION ITEM: Email the county's solid waste department contact information to constituent.



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

Staff Recommendation: None

Ms. Sevy noted the Land and Water Conservation grant application was withdrawn due to conflicting timelines with the Civic Center Project.

No action taken.

7) **Committee Reports/Comments**

- a) **Engineering Committee (Standing)** – Did not meet.
- b) **Finance Committee (Standing)** – Did not meet.
- c) **Legislative Committee (Standing)** – Meets next month.
- d) **Parks, Recreation & Street Lighting Committee (Standing)** – Met and reviewed the upcoming events.
- e) **Waste & Recycling Committee (Standing)** – Meets next week.

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

Nothing further to report.

9) **Reports**

a) **Director's Report**

**Philips** – Noted her attendance at the Women in Water event and MWA's TAC meeting. A written report was provided in the packet.

**Snyder** – Reported on the Parks Committee meeting, including the attendance at the Farmers Market and Teaching Garden.

**Hays** – Nothing to report.

b) **President's Report** – Attended ASBCSD. A written report was provided in the packet.

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

11) **Review of Action Items**

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

12) **Set Agenda for Next Meeting**

- Regular Board Meeting – August 23, 2023, 5:00 p.m.

13) **Recess to Closed Session**

The Board recessed to Closed Session at 6:05 p.m.

**Closed Session:** Public Employee Performance Evaluation  
Pursuant to Government Code Section 54957  
Title: General Manager

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

The Board returned to Open Session at 6:32 p.m.; the Board met to perform the General Manager’s annual performance evaluation.

15) **Continued/New Agenda Items**

a) **Discussion & Possible Action regarding the General Manager’s Salary**

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

Ms. Sevy introduced this item.

Director Snyder moved to approve a 2.5% merit increase for the General Manager. Director Hays seconded the motion. Motion carried 4-0.

16) **Adjournment**

With no further business before the Board, the meeting was adjourned at 6:35 p.m.

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



# Agenda Item 3b

Approval of Board  
Stipends/Reimbursements

# Phelan Piñon Hills Community Services District

## BOARD STIPEND & EXPENSE VOUCHER/REPORT

<b>2023</b>		AB1234 Compliant						Report of items paid for with District Credit Card***			
*MAXIMUM PAID @ \$120 PER MEETING DAY AND LIMITED TO 10 MEETINGS PER MONTH		Name: <b>Mark Roberts</b> Date: <b>August 18, 2023</b>									
Reimbursed @ 0.655		REIMBURSEMENT REQUESTED				CREDIT CARD EXPENSES					
Date of mtg. or event	A	Expense Description / Business Purpose	*Meeting (\$120 or N/C)	Miles	Mileage**	Meals	Lodging	Other	Meals	Lodging	Other
07/12/23		Regular Board Meeting	120.00		-						
07/25/23		Special Finance Committee Meeting	120.00		-						
07/26/23		Regular Board Meeting	120.00		-						
					-						
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		<b>Totals</b>	<b>360.00</b>	-	-	-	-	-	-	-	-
A: Board Approved? (section 2.4)		Acct # _____			Totals:			Date		Meals      - Lodging    - Other        - <hr style="border: 1px solid black;"/>	
I certify the expenses listed above are related to my authorized travel according to the Phelan Piñon Hills Community Services District Policies.  Board member's signature below  <div style="text-align: center; margin-top: 10px;"> <i>Mark Roberts</i>  <hr style="width: 200px; margin: 0 auto;"/>                     Signature                 </div>		_____ Meetings	360.00	Payroll		<hr style="border: 1px solid black;"/>					
		_____ Mileage	-	Board Mtg							
		_____ Meals	-								
		_____ Lodging	-								
		_____ Other	-								
		Grand Total	360.00								

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

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



# Agenda Item 3c

Acceptance of July  
Disbursements



# Cash Disbursements Report By Payment Number

Payment Dates 07/01/2023 - 07/31/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
544	7/19/2023 071423	DELAROSA	Antonio De La Rosa			506.70
		ESRI Conference Reimb. - Meals & Mil...		01-7-7-54470		506.70
545	7/19/2023 063023 063023 063023	DEBPHI	Deborah Jeanne Philips			179.47
		June Mileage - for Solid Waste		01-0-1-52210		-6.55
		June Mileage - MWA, Board, ASBCSD, ...		01-0-1-52219		179.47
		June Mileage - Solid Waste		25-5-1-52110		6.55
546	7/19/2023 080123	MUN DEN	Municipal Dental Pool			3,091.62
		Dental Premium - Aug.		01-0-0-14130		3,091.62
547	7/19/2023 063023	REBKUJ	Rebecca A. Kujawa			13.36
		June Mileage - Board & Eng.		01-0-1-52212		13.36
33994	7/5/2023 052223-2 071723 071723	ASBCSD	Assn of SB County Special Districts			108.00
		May Meeting - G. Snyder		01-0-1-52236		28.00
		July's Meeting - Rebecca		01-0-1-52232		40.00
		July's Meeting - Deborah		01-0-1-52239		40.00
33995	7/5/2023 28612	AVCOM	AVCOM Services Inc.			70.50
		Answering Svc. - June		01-0-1-53150		70.50
33996	7/5/2023 188 188 188 188 188 188	BRUMCE	Brunick, McElhane & Kennedy			4,612.50
		Legal Svcs. - May		01-0-0-17000	C0002 OUTSIDE SVCS	62.50
		Legal Svcs. - May		01-0-1-53120		2,412.50
		Legal Svcs. - May		01-1-1-53120		687.50
		Legal Svcs. - May		01-1-9-53120	C0049 OUTSIDE SERVIC	593.75
		Legal Svcs. - May		01-7-7-53120		37.50
		Legal Svcs. - May		25-0-1-53120		818.75
33997	7/5/2023 4309	CONUTI	Concord Environmental Energy, Inc			2,535.00
		Meter Change Outs 3/4" (6), 1" (24)		01-0-0-17000	C0084 OUTSIDE SVCS	2,535.00
33998	7/5/2023 9085-1036623	CED	Consolidated Electrical Distributors Inc			67.64
		Electric Panel for 1C		01-1-5-54620		67.64
33999	7/5/2023 9085-1032941 9085-1036022 9085-1036371 9085-1036599 9085-1036601 9085-1036613 9085-1036618 9085-1036619 9085-1036621 9085-1036622 9085-1036620 9085-1036706	CED	Consolidated Electrical Distributors Inc			2,090.34
		Electric Parts for Well #17		01-0-0-17000	C0072 OUTSIDE SVCS	588.66
		Electric Parts for Well #17		01-0-0-17000	C0072 OUTSIDE SVCS	270.57
		Electric Parts for Well #17		01-0-0-17000	C0072 OUTSIDE SVCS	363.46
		Electric Panel for Zone 6 Booster		01-1-5-54620		80.59
		Electric Panel for 1-A		01-1-5-54620		67.64
		Electric Panel for Well #8		01-1-3-54620		67.64
		Electric Parts for Well #17		01-0-0-17000	C0072 OUTSIDE SVCS	67.64
		Electric Panel for 5B		01-1-5-54620		67.64
		Electric Panel for 9A		01-1-5-54620		67.64
		Electric Panel for 9B		01-1-5-54620		67.64
		Electric Panel for 3B		01-1-5-54620		67.64
		Electric Parts for Well #17		01-0-0-17000	C0072 OUTSIDE SVCS	313.58
34000	7/5/2023 S972862 S995553	CORE	Core & Main			3,870.63
		Meter Gaskets for Change Outs		01-0-0-17000	C0084 OUTSIDE SVCS	1,386.88
		(70) 1x3 CTS Clamps		01-1-0-13010		2,483.75
34001	7/5/2023 CAVIC88605	FASTEN	Fastenal Company			534.43
		Marking Paint Qty. (96)		01-1-2-54500		534.43

Cash Disbursements Report

Payment Dates: 07/01/2023 - 07/31/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
34002	7/5/2023 10738029	GARDA Armored Svcs. - May	Garda CL West, Inc	01-0-1-54200		643.32 643.32
34003	7/5/2023 30124-2 30295	GENPUM Sales Tax not Included on Inv #30124 Station #13 Booster A Rehab & Repairs	General Pump Company, Inc.	01-1-5-54620 01-1-5-54620		29,890.43 1,411.74 28,478.69
34004	7/5/2023 58100156966	LES SCH Trk #25 - (4) Tires Replaced	Les Schwab Tire Centers of Central CA, INC.	01-1-8-54710		2,092.72 2,092.72
34005	7/5/2023 1020 392	SHINE 6/29 Painting Classes 6/22 Painting Classes	Mary Gabriel	22-2-2-54800 22-2-2-54800		2,552.00 1,342.00 1,210.00
34006	7/5/2023 313052764001	OFFDEP (5) Toners & Pens	ODP Business Solutions, Inc.	01-0-1-54530		329.15 329.15
34007	7/5/2023 063023 063023 063023 063023 063023 063023	PETCAS - Petty Cash Reconciliation April - June Reconciliation April - June Reconciliation April - June Reconciliation April - June Reconciliation April - June Reconciliation April - June	Petty Cash	01-0-1-53150 01-0-1-54530 01-0-1-54860 01-1-1-59310 22-2-2-54800 22-2-8-54410		151.22 4.98 28.14 -0.60 -0.03 58.73 60.00
34008	7/5/2023 46008 46175	PHEEXP Trk #25 - Oil Change Trk #28 - Oil Change	Phelan Express, Inc.	01-1-8-54710 01-1-8-54710		231.26 125.08 106.18
34009	7/5/2023 7069422 7069699	REBEL Fuel 300 Gl., DSL - 200 Gl. Fuel - 300 Gl.	Rebel Oil Company, Inc.	01-1-8-54410 01-1-8-54410		3,620.78 2,258.19 1,362.59
34010	7/5/2023 05306152023	ARMELE Electric Repairs - Well #8, 1A, 3B, 1C, ...	Rodger Ashby	01-1-5-54620		5,525.00 5,525.00
34011	7/5/2023 070123 070123 070123	STAINS LTD/Life/AD&D - July LTD/Life/AD&D - July LTD/Life/AD&D - July	Standard Insurance Company	01-0-1-51230 01-7-7-51230 22-0-1-51230		1,107.91 927.44 107.54 72.93
34012	7/5/2023 4862	STEDES Civic Center - Steeno Design - Interior	Steen Design Studio, Inc	01-0-0-17000	C0002 ARCHITECT	24,000.00 24,000.00
34013	7/5/2023 2542MP	SUPTAN 3rd Yr Tanks Maint. - Coating & Asses...	Superior Tank Solutions, INC	01-1-2-54620		267,200.00 267,200.00
34014	7/5/2023 0079386 0080008	TESCON Well #11 Scada Repairs & Transducer Site 6B Main Card Repaired	Tesco Controls, Inc	01-1-2-54620 01-1-5-54620		5,425.00 5,000.00 425.00
34015	7/5/2023 INV0095393	AQUA MET (324) Single Port Antennas	Aqua Metric Sales Co	01-1-0-13010		44,417.27 44,417.27
34016	7/5/2023 3434 3434 3434 3434 3434 3434 3434 3434 3434 3434	TOP OPT Pest Control CSD Bee Removal - 9539 Soledad Rd. Bee Removal - 13155 Evergreen Bee Removal - 8722 Dry Creek Bee Removal - 8738 Wintergreen Bee Removal - 10400 Mountain Rd. Bee Removal - 9544 Mountain Bee Removal - 10325 Wintergreen Bee Removal - 11576 Alta Vista	Top Option Pest Control	01-0-1-53150 01-1-6-53150 01-1-6-53150 01-1-6-53150 01-1-6-53150 01-1-6-53150 01-1-6-53150 01-1-6-53150 01-1-6-53150 01-1-6-53150		773.00 75.00 75.00 75.00 75.00 75.00 75.00 75.00 75.00 75.00 75.00



Cash Disbursements Report

Payment Dates: 07/01/2023 - 07/31/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
	3435	Pest Control - Oasis Yard		01-1-1-53150		98.00
34017	7/5/2023	TRU GOV	Truist Governmental Finance			234,650.31
	071323	Civic Center Site Lease Principal		01-1-0-29760		94,220.31
	071323	Civic Center Site Lease Interest		01-1-1-91010		140,430.00
34018	7/5/2023	TYLTEC	Tyler Technologies, Inc			3,015.00
	025-427479	UB Online Support - July		01-1-6-53170		265.00
	025-427680	Project Mgmt Fee		01-1-6-53150		125.00
	025-427680	Bill Form Changes		01-1-6-53150		1,250.00
	025-427680	Project Mgmt Fee		25-5-1-53150		125.00
	025-427680	Bill Form Changes		25-5-1-53150		1,250.00
34019	7/5/2023	UNIVAR	UNIVAR INC.			2,457.79
	51205816	Liquid Chlorine - 605 Gl.		01-1-4-54500		2,457.79
34020	7/5/2023	VIS IMA	Visual Edge IT, Inc.			761.89
	24AR887510	Base Rate & Copies		01-0-1-53150		761.89
34026	7/19/2023	SED	Sedaru, Inc.			19,872.00
	114974	Sedaru Annual Subscription Renewal		01-0-0-14100		19,872.00
34027	7/19/2023	CHAFED	C.J. Brown & Company, CPAS - An Accounting Corp.			7,550.00
	063023	Professional Svcs. - June		01-0-1-53110		7,550.00
34028	7/19/2023	CIEDB BC14-101	US Bank			294,634.89
	071923	Loan 14-101 Principal		01-1-0-29720		221,504.65
	071923	Loan 14-101 Interest		01-1-1-91010		56,509.73
	071923	Loan 14-101 Annual Fees		01-1-1-92010		16,620.51
34029	7/19/2023	CITY LOAN 21-002	City National Bank			188,382.32
	071923	Loan #21-002 Series B Principal		01-1-0-29750		123,098.03
	071923	Loan #21-002 Series A Interest		01-1-1-91010		18,900.13
	071923	Loan #21-002 Series B Interest		01-1-1-91010		46,384.16
34030	7/19/2023	CED	Consolidated Electrical Distributors Inc			591.85
	9085-1037190	Electric Parts and Cabinet for 7C		01-1-5-54620		280.58
	9085-1037332	Electric Switchgear for 7C		01-1-5-54620		48.02
	9085-1037480	Electric Wire for 5B Booster		01-1-5-54620		263.25
34031	7/19/2023	CORE	Core & Main			26,798.48
	S808618	1" Neoprene Meter Gaskets for Meter...		01-0-0-17000	C0084 OUTSIDE SVCS	961.67
	S985899	Pump Control Valve for Well #15		01-0-0-17000	C0095 OUTSIDE SVCS	24,944.13
	T071893	Valves & Material for Well #15 Pump		01-0-0-17000	C0095 OUTSIDE SVCS	590.98
	T35260	Meter Washers for Meter Installations		01-0-0-17000	C0084 OUTSIDE SVCS	301.70
34032	7/19/2023	SBC LAFCO	County of San Bernardino			10,000.00
	1800001287	FY 2023-24 LAFCO's Apportionment		01-1-1-54830		9,800.00
	1800001287	FY 2023-24 LAFCO's Apportionment		20-0-1-54830		200.00
34033	7/19/2023	SBC PARCELS	County of San Bernardino			2.00
	109153	(1) Parcel Map Revision		01-1-1-54830		2.00
34034	7/19/2023	SBC LIENS	County of San Bernardino			360.00
	23-146803	(18) Lien Release Docs.		01-1-1-54830		360.00
34035	7/19/2023	CR&R	CR&R Incorporated			907.57
	775361-4538	Trash - Oasis Yard July		01-0-2-58110		279.37
	775624-1564	Trash - Pinon Hills Park July		22-0-2-58110		194.88
	775882-8478	Trash - Phelan CSD July		01-0-1-58110		216.66
	775882-8478	Trash - Phelan CC July		22-0-2-58110		216.66
34036	7/19/2023	DAV GOO	Dave Goodwin Modular Inc.			1,387.52
	061423	Meter Installation Reimb. - Existing St...		01-1-1-82300		1,387.52

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
34037	7/19/2023 23091	DES WEST Civic Center - SCE Service Upgrade Co...	Design West Engineering, Inc.	01-0-0-17000	C0002 OUTSIDE SVCS	1,200.00 1,200.00
34038	7/19/2023 6507EC66-015	STREAM Annual Website Hosting	Digital Deployment, Inc.	01-0-1-53170		3,600.00 3,600.00
34039	7/19/2023 063023	DONBAR Mileage Reimb.- June	Don Bartz	01-0-1-54140		778.50 778.50
34040	7/19/2023 VVP-0402-1 VVP-0402-1 VVP-0402-1 VVP-0402-1 VVP-0402-2 VVP-0402-2 VVP-0402-2	VALLE Streamed Meetings - May Streamed Meetings - May Streamed Meetings - May Streamed Meetings - May Streamed Meetings - June Streamed Meetings - June Streamed Meetings - June	Don Gene Fish Jr.	01-0-1-53150 01-7-7-53150 22-2-2-53150 25-5-1-54800 01-0-1-53150 01-7-7-53150 22-2-2-54800	C0086 OUTSIDE SVCS C0086 OUTSIDE SVCS	4,550.00 1,050.00 350.00 350.00 700.00 1,050.00 350.00 700.00
34041	7/19/2023 94501705	ESRI ARC GIS Annual Subscription	Environmental Systems Research Institute, Inc	01-7-7-53170		154.53 154.53
34042	7/19/2023 101-40355	GAOSBO Flex Coupling for Beekley Rd. Pump B	G.A. Osborne Pipe & Supply Inc	01-1-2-54620		373.68 373.68
34043	7/19/2023 10744537	GARDA Armored Svcs. - July	Garda CL West, Inc	01-0-1-54200		498.55 498.55
34044	7/19/2023 30338	GENPUM Booster Pump Replaced at Beekley	General Pump Company, Inc.	01-1-5-54620		8,026.91 8,026.91
34045	7/19/2023 27049	GEOMON Routine Samples	GEO-Monitor, Inc.	01-1-4-53140		1,026.50 1,026.50
34046	7/19/2023 19475	IB CON FY 2023-24 Standby Charges Report	IB Consulting, LLC	01-1-1-53150		1,410.00 1,410.00
34047	7/19/2023 240512 240512 240512 240512 240512	INFOSE Postage - May Printing - May Postage & Printing - May Postage & Printing - May Postage & Printing - May	Infosend Inc	01-1-6-54860 01-1-6-54890 01-1-9-54800 22-2-2-54800 25-5-1-54800	C0049 OUTSIDE SERVIC	7,074.05 2,844.65 1,126.20 387.90 2,327.40 387.90
34048	7/19/2023 35076	KTUA Civic Center Landscape-Hardscape Co...	KTU&A Planning & Landcape Architecture	01-0-0-17000	C0002 IMPROVE	5,559.00 5,559.00
34049	7/19/2023 2023072 2023072 2023072	LIN SVC Janitorial Svc. - CSD Janitorial Svc. - Oasis Janitorial Svc. - CC Windows	Richard J. Linsalato	01-0-1-54320 01-1-1-54320 22-0-1-54320		635.00 380.00 225.00 30.00
34050	7/19/2023 063023 063023	LOWES Inv #85468111 - Trash Bags & Grinding.. Inv #85087218 - Torch for Sampling	Lowe's Credit	01-1-2-54620 01-1-4-54500		70.14 41.27 28.87
34051	7/19/2023 1021	SHINE Painting Classes - 7/6, 7/13 & Deposit	Mary Gabriel	22-2-2-54800		2,188.00 2,188.00
34052	7/19/2023 063023 063023 063023 063023 063023	ANDTRU Inv #313137 - Hole Saw for Meter Rep... Inv #313212 - Stell Rod, Bolts & Nuts Inv #313092 - Gas for Torch for Sampl... Inv #313097 - Torch for Samples Inv #313101 - Galv. Nipple for Air Vac ...	Mills Hardware	01-0-0-17000 01-1-2-54620 01-1-4-54500 01-1-4-54500 01-1-5-54620	C0084 OUTSIDE SVCS	292.04 26.38 39.61 15.06 24.77 9.69

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
	063023	Inv # 313068 - Parts for 1A Sample Ga...		01-1-5-54620		147.28
	063023	Inv #313230 - Lock Key & Master Pad		22-2-2-54620		9.87
	063023	Inv #313123 - Weed & Grass Killer		22-2-2-54620		19.38
34053	7/19/2023 44661	MWA-OESTE 3rd Qrty. Admin/Bio Fees	Mojave Basin Area	01-1-3-50010		3,804.52 3,804.52
34054	7/19/2023 44662	MWA-ALTO 3rd Qrty. Admin/Bio Fees	Mojave Basin Area Watermaster	01-1-3-50010		190.68 190.68
34055	7/19/2023 5603107	GATE HOU Ad- Hearing- Capacity Fee & Budget H...	GateHouse Media California Holdings, Inc.	01-0-1-54110		1,417.44 1,417.44
34056	7/19/2023 2023-12551	MOUPRO (3) Advertisement for Job Openings	Mountaineer Progress Newspaper	01-0-1-54110		420.00 420.00
34057	7/19/2023 654	MSW Solid Waste Consulting - SB 1383	MSW Consultants, Inc.	25-5-1-53150		1,540.00 1,540.00
34058	7/19/2023 46594 46670	PHEEXP Trk #24 - Oil Change Trk #3 Oil Change	Phelan Express, Inc.	01-1-8-54710 22-2-8-54710		218.45 125.08 93.37
34059	7/19/2023 1962	PRO USA Trench Shoring for Trench Safety	Pronal USA, Inc.	01-1-2-54500		9,949.00 9,949.00
34060	7/19/2023 3040889 7070161 7070291	REBEL Fuel - 520 Gl., DSL-149 Gl. Fuel - 446 Gl. Fuel - 80 Gl.	Rebel Oil Company, Inc.	01-1-8-54410 01-1-8-54410 01-1-8-54410		5,593.17 3,098.24 2,118.40 376.53
34061	7/19/2023 INV0094403	AQUA MET Meter Base Station Annual Support	Aqua Metric Sales Co	01-0-0-14100		22,920.00 22,920.00
34062	7/19/2023 223404 223404 223404	TURSEC Monitoring Svc. - July Monitoring Svc. - July Monitoring Svc. - July	Turner Security, Inc	01-0-1-53150 01-1-1-53150 22-2-2-53150		373.60 46.95 167.80 158.85
34063	7/19/2023 025-429048 025-429579 025-429994	TYLTEC Solid Waste Implementation Meeting UB Insite Transaction Fees 4/1 - 6/30 Smart Meter Notifications 4/1 - 6/30	Tyler Technologies, Inc	25-0-1-53170 01-1-6-53170 01-1-6-53170	C0076 OUTSIDE SVCS	11,972.55 72.50 11,766.25 133.80
34064	7/19/2023 22-2304669 620230546	USA Dig Safe Regulatory Fee (423) Tickets	Underground Service Alert of So. Cal.	01-1-1-53160 01-1-2-53150		862.05 111.80 750.25
34065	7/19/2023 51280866	UNIVAR Chlorine - 608 Gl.	UNIVAR INC.	01-1-3-54500		2,469.97 2,469.97
34066	7/19/2023 59871	WALL GROUP Professional Services - Grant Support	Wallace Group, a California Corporation	22-2-1-53150		5,040.00 5,040.00
DFT0012060	7/6/2023 062023-4585	THEGAS Gas - Phelan CC 5/19 - 6/20	The Gas Company	22-0-2-58110		68.61 68.61
DFT0012061	7/6/2023 062023-4084	THEGAS Gas - Phelan Sr. Ctr. 5/19 - 6/20	The Gas Company	22-0-2-58110		26.98 26.98
DFT0012062	7/6/2023 063023	FRO 8637 Phones - Sr. Ctr. 6/19 - 6/30	Frontier Communications	22-0-1-58010		25.99 25.99
DFT0012063	7/6/2023 071823	FRO 8637 Phones - Sr. Ctr. 7/1 - 7/18	Frontier Communications	22-0-1-58010		38.98 38.98

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
DFT0012064	7/6/2023 062723-6781	THEGAS Gas - Pinon Hills Fire 5/26 - 6/27	The Gas Company	22-0-2-58110		15.78 15.78
DFT0012065	7/6/2023 062723-6056	THEGAS Gas - Pinon Hills CC 5/26 - 6/27	The Gas Company	22-0-2-58110		65.54 65.54
DFT0012066	7/7/2023 INV0005349 INV0005349 INV0005349	CALPERS 457 Cal PERS 457/ Employer Plan: 450 717...01-1-0-24560 Cal PERS 457/ Employer Plan: 450 717...22-2-0-24560 Cal PERS 457/ Employer Plan: 450 717...25-5-0-24560	California Public Employees' Deferred Compensation Plan			175.00 107.50 6.23 61.27
DFT0012067	7/7/2023 INV0005350 INV0005350 INV0005350 INV0005350	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		3,217.17 2,442.29 255.38 212.85 306.65
DFT0012068	7/7/2023 INV0005351 INV0005351 INV0005351 INV0005351	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		3,646.84 2,556.50 420.10 457.74 212.50
DFT0012069	7/7/2023 INV0005352 INV0005352 INV0005352 INV0005352	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		8,628.60 6,195.15 891.22 897.44 644.79
DFT0012070	7/7/2023 INV0005353 INV0005353 INV0005353 INV0005353	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		23.25 16.70 2.05 2.52 1.98
DFT0012071	7/7/2023 INV0005354	EDD State Disability Ins - Payroll Taxes	Employment Development Department	01-0-0-24510		925.08 925.08
DFT0012072	7/7/2023 INV0005355	IRS Social Security - Payroll Taxes	Internal Revenue Service	01-0-0-24510		494.02 494.02
DFT0012073	7/7/2023 INV0005356	EDD State Employer Training Tax - Payroll ...	Employment Development Department	01-0-0-24510		0.98 0.98
DFT0012074	7/7/2023 INV0005357	EDD State Unemployment Ins - Payroll Tax...	Employment Development Department	01-0-0-24510		28.22 28.22
DFT0012075	7/7/2023 INV0005358	EDD CA State Income Tax - Payroll Taxes	Employment Development Department	01-0-0-24510		4,135.39 4,135.39
DFT0012076	7/7/2023 INV0005359	IRS Medicare - Payroll Taxes	Internal Revenue Service	01-0-0-24510		3,039.94 3,039.94
DFT0012077	7/7/2023 INV0005360	IRS Federal Income Tax - Payroll Taxes	Internal Revenue Service	01-0-0-24510		11,561.74 11,561.74
DFT0012078	7/20/2023 053123-2 053123-2	SCE 9515-2666 Electricity-Wells, Boosters, Tanks Electricity-Solar Credits	Southern California Edison	01-1-3-58110 01-1-3-58115		69,248.09 104,913.77 -35,665.68
DFT0012079	7/20/2023 063023 063023 063023	SCE 9515-2666 Electricity-Wells, Boosters, Tanks Electricity-Solar Credits Electricity-St. Lights	Southern California Edison	01-1-3-58110 01-1-3-58115 23-3-2-58210		11,148.74 11,045.11 -1,577.68 1,681.31

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DFT0012080	7/20/2023 042423-2	SCE 9587-0653 Electricity - Office 3/27-4/24	Southern California Edison	01-0-1-58110		1,336.34 1,336.34
DFT0012081	7/12/2023 042423 CR	SCE 9587-0653 Electricity - Solar Credits 3/27 - 4/24	Southern California Edison	01-1-3-58115		-1,687.84 -1,687.84
DFT0012082	7/12/2023 052323 052323	SCE 9587-0653 Electricity - Office 4/25 - 5/23 Electricity - Solar Credits 4/25 - 5/23	Southern California Edison	01-0-1-58110 01-1-3-58115		2,366.48 2,759.58 -393.10
DFT0012083	7/12/2023 053123 053123	SCE 8362-7804 Electricity - Solar Meter 4/28 - 5/31 Electricity - Solar Credits 4/28 - 5/31	Southern California Edison	01-1-3-58110 01-1-3-58115		594.51 635.45 -40.94
DFT0012084	7/20/2023 063023	SCE 1613-6373 Electricity - R/R Crossings 6/1 - 6/30	Southern California Edison	23-0-2-58210		18.27 18.27
DFT0012085	7/20/2023 063023	SCE 1078-5254 Electricity - CC & CSD 6/7 - 6/30	Southern California Edison	22-0-2-58110		424.90 424.90
DFT0012086	7/20/2023 070923	SCE 1078-5254 Electricity - CC & CSD 7/1 - 7/9	Southern California Edison	22-0-2-58110		182.10 182.10
DFT0012087	7/20/2023 062923	SCE 7441-5755 Electricity - Pinon Hills CC 6/1 - 6/29	Southern California Edison	22-0-2-58110		288.82 288.82
DFT0012088	7/18/2023 062723	SCE 4241-7012 Electricity - S. Dairy Mobile 5/30 - 6/27	Southern California Edison	01-1-3-58110		133.09 133.09
DFT0012089	7/12/2023 062723	SCE 3752-2894 Electricity - N. Dairy Mobile 5/30 - 6/27	Southern California Edison	01-1-3-58110		125.63 125.63
DFT0012090	7/18/2023 032923	SCE 7695-0442 Electricity - Fill Station 3/1 - 3/29	Southern California Edison	01-1-3-58115		-55.01 -55.01
DFT0012091	7/18/2023 042723	SCE 7695-0442 Electricity - Fill Station 3/30 -4/27	Southern California Edison	01-0-2-58110		15.60 15.60
DFT0012092	7/18/2023 052923	SCE 7695-0442 Electricity - Fill Station 4/28 - 5/29	Southern California Edison	01-0-2-58110		17.26 17.26
DFT0012093	7/18/2023 062723	SCE 7695-0442 Electricity - Fill Station 5/30 - 6/27	Southern California Edison	01-0-2-58110		23.43 23.43
DFT0012094	7/10/2023 17210714	CalPER Tier II Contribution 1959 Survivor	CalPERS	01-0-1-51240		96.00 96.00
DFT0012095	7/10/2023 17210513	CalPER Classic Contribution 1959 Survivor	CalPERS	01-0-1-51240		170.40 170.40
DFT0012096	7/10/2023 17210453	CalPER PEPRA Contribution 1959 Survivor	CalPERS	01-0-1-51240		475.20 475.20
DFT0012097	7/20/2023 9938628864	VER AIR Phones - Jet Packs, Tablets & On-Call ...	Verizon Wireless	01-1-1-58010		1,158.69 1,158.69
DFT0012098	7/19/2023 063023	FRO 5072 Phones - Oasis Yard 6/25 - 6/30	Frontier Communications	01-1-1-58010		24.92 24.92
DFT0012099	7/19/2023 072423	FRO 5072 Phones - Oasis Yard 7/1 - 7/24	Frontier Communications	01-1-1-58010		124.60 124.60
DFT0012100	7/19/2023 11123R	ACT IT Software Support - July	David Shay	01-0-1-53170		4,257.60 4,257.60

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DFT0012101	7/20/2023	RACE	Race Communications			618.00
	RC932006	Phones-Internet CSD July		01-0-1-58010		254.50
	RC932006	Phones-Internet Credit CSD - July		01-0-1-58010		-100.00
	RC932006	Phones-Internet Shop July		01-1-1-58010		204.50
	RC932006	Phones-Internet Credit Phelan CC July		22-0-1-58010		-200.00
	RC932006	Phones-Internet Phelan CC July		22-0-1-58010		254.50
	RC932006	Phones-Internet Pinon Hills CC July		22-0-1-58010		204.50
DFT0012102	7/20/2023	VER FLEET	Verizon Connect Fleet USA, LLC			341.10
	6250000038476	Fleet GPS - June		01-1-8-54300		341.10
DFT0012103	7/20/2023	NAPA	NAPA Auto Parts			74.33
	587470	Trk #22 Engine Air Filter		01-1-8-54710		74.33
DFT0012104	7/20/2023	XEROX	Xerox Corporation			280.55
	4569322	Copier Lease 7/12 - 8/11		01-0-1-54300		280.55
DFT0012105	7/20/2023	FBC-CHRIS	First Bank Card			862.94
	063023	Franklin Truck - Trailer Plug		01-1-2-54620		43.39
	063023	FinditParts - Landing Gear Cap for Trai...		01-1-2-54620		37.24
	063023	FinditParts - Trailer Landing Gear COV...		01-1-2-54620		24.98
	063023	76 - Trk #19 Fuel Oasis Fuel Pump is O...		01-1-8-54410		84.01
	063023	United-Trk #20 Fuel Oasis Fuel Pump ...		01-1-8-54410		86.16
	063023	United-Trk #29 Fuel Oasis Fuel Pump ...		01-1-8-54410		150.00
	063023	7-ElevenTrk #24 Fuel Oasis Fuel Pump...		01-1-8-54410		10.39
	063023	76 - Trk #25 Fuel Oasis Fuel Pump is O...		01-1-8-54410		200.00
	063023	76 - Trk #21 Fuel Oasis Fuel Pump is O...		01-1-8-54410		131.01
	063023	76 - Trk #20 Fuel Oasis Fuel Pump is O...		01-1-8-54410		95.76
DFT0012106	7/20/2023	FBC-GEORGE	First Bank Card			2,308.83
	063023	Adobe Subscription - Office		01-0-1-53170		263.89
	063023	Ricks Cafe - Staff Meeting		01-0-1-54440		123.16
	063023	Mexico Lindo - MWA Follow Up Meet...		01-0-1-54440		50.61
	063023	Hole in One - for Office		01-0-1-54530		20.79
	063023	Apple - Icloud Storage		01-1-2-53170		0.99
	063023	Valero - Trk #28 Fuel		01-1-8-54410		91.17
	063023	United Pacific -Trk #28 Fuel		01-1-8-54410		87.50
	063023	Shell - Trk #28 Fuel		01-1-8-54410		106.60
	063023	United Pacific - Trk #28 Fuel		01-1-8-54410		94.50
	063023	Shell - Trk #28 Fuel		01-1-8-54410		92.17
	063023	United Pacific - Trk #28 Fuel		01-1-8-54410		90.64
	063023	Gold Rush - Trk #28 Fuel		01-1-8-54410		85.56
	063023	United Pacific - Trk #22 Fuel		01-1-8-54410		142.86
	063023	Adobe Subscription - Eng		01-7-7-53170		47.98
	063023	Adobe Subscription - Fuel		01-7-7-53170		47.98
	063023	Everline - CSDA GM Leadership Conf.		01-7-7-54470		937.66
	063023	Amazon -Personal Expense on CC R00...		01-7-7-54530		24.77
DFT0012107	7/20/2023	FBC-HEATHER	First Bank Card			257.55
	063023	Amazon - Calculator & Paper Plates		01-0-1-54530		55.59
	063023	Amazon - 2 Foot Rests & Hand Wash		01-0-1-54530		78.90
	063023	Amazon - Paper Plates		01-0-1-54530		23.46
	063023	Amazon - Keyboard Combo		01-0-1-54530		35.55
	063023	Amazon - Rubber Bands		01-0-1-54530		10.23
	063023	Cert Mail - Leak Letters		01-1-6-54860		46.40
	063023	Cert Mail		01-1-6-54860		7.42
DFT0012108	7/20/2023	FBC-JENNIFER	First Bank Card			1,738.28
	063023	Zoom - Cloud Recording		01-0-1-53170		100.00
	063023	Office Depot - Name Tags for Staff		01-0-1-54530		24.33
	063023	Office Depot - Name Tag for Board M...		01-0-1-54530		24.33
	063023	Office Depot - Name Tags for Board ...		01-0-1-54530		24.33

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
	063023	AWWA - Water Auit Book for Jen		01-1-1-54260		139.50
	063023	Mailchimp - Customers E-bills		01-1-6-53170		120.00
	063023	Glen Sample - Trk #119 Sign		01-1-8-54710		29.97
	063023	Amazon - Aging & Social Policy Book f...		01-7-7-54260		48.69
	063023	Amazon - School Supplies for Jen		01-7-7-54260		172.39
	063023	EOU Bookstore - for Jen		01-7-7-54260		176.07
	063023	EOU - Spring Semester Partial Pmt for...		01-7-7-54260		659.33
	063023	EOU Bookstore - for Jen		01-7-7-54260		49.95
	063023	EOU Bookstore - for Jen		01-7-7-54260		2.15
	063023	Amazon - Parks Program Supplies		22-2-2-54800		103.36
	063023	Amazon - for Movie Night		22-2-2-54800		20.45
	063023	Walmart - for Parks Program		22-2-2-54800		43.43
DFT0012109	7/20/2023	FBC-KIM	First Bank Card			478.89
	063023	Calendar Wiz		01-0-1-53170		14.00
	063023	Fiverr - Voice Over		01-0-1-53170		147.70
	063023	Fiverr - Voice Over		01-0-1-53170		7.78
	063023	Fiverr - Voice Over		01-0-1-53170		28.88
	063023	Amazon - School Book for Karyn		01-0-1-54260		52.49
	063023	Flat World - School Book for Karyn		01-0-1-54260		38.74
	063023	DRI - Forms		01-0-1-54530		93.95
	063023	Pizza Factory - for Board Meeting		01-0-1-54530		66.27
	063023	Amazon Snacks for Board Meeting		01-0-1-54530		29.08
DFT0012110	7/20/2023	FBC-SEAN	First Bank Card			4,442.25
	063023	Amazon - PVC Cutters for Meter Instal...		01-0-0-17000	C0084 OUTSIDE SVCS	27.99
	063023	Amazon - PVC Cutter for Meter Intalls		01-0-0-17000	C0084 OUTSIDE SVCS	183.06
	063023	EOU - Summer Tuition for Sean		01-1-1-54260		3,757.27
	063023	SBC County - CEQA Permit		01-1-2-53160		205.52
	063023	Chevron - Trk #21 Fuel		01-1-8-54410		157.00
	063023	Apex - Spare Key for Trk #119		01-1-8-54710		111.41
DFT0012111	7/20/2023	FBC-STEVE	First Bank Card			320.24
	063023	Mexico Lindo - Staff Meeting		01-0-1-54440		72.91
	063023	Lowes - Tube & Washers for Repairs		22-2-2-54620		53.46
	063023	Amazon - Reacher Tool		22-2-2-54650		35.55
	063023	Chevron - Trk #3 Fuel (Oasis Pump Out...		22-2-8-54410		158.32
DFT0012112	7/20/2023	FBC-DON	First Bank Card			2,398.84
	063023	Shell - Fuel		01-0-1-54140		170.13
	063023	Shell - Fuel		01-0-1-54140		162.94
	063023	76 - Fuel		01-0-1-54140		152.53
	063023	76 - Fuel		01-0-1-54140		145.16
	063023	76 - Fuel		01-0-1-54140		141.43
	063023	Ricks Cafe		01-0-1-54440		60.13
	063023	Original Road House		01-0-1-54440		76.66
	063023	Ricks Cafe		01-0-1-54440		33.40
	063023	Ontario Airport - CSDA Meeting		01-0-1-54470		42.00
	063023	Hyatt		01-0-1-54470		-695.82
	063023	Hyatt		01-0-1-54470		937.66
	063023	Southwest Airlines		01-0-1-54470		561.96
	063023	Hyatt - CSDA Meeting		01-0-1-54470		324.29
	063023	Southwest Airlines		01-0-1-54470		217.97
	063023	McDonalds		01-0-1-54470		16.18
	063023	Urban Crave - CSDA Meeting		01-0-1-54470		36.04
	063023	McDonalds		01-0-1-54470		16.18
DFT0012113	7/20/2023	CIN UNI	Cintas Corporation			39.08
	4159709143	Vehicle Wash Station Supplies		01-1-8-54710		39.08

Cash Disbursements Report

Payment Dates: 07/01/2023 - 07/31/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
DFT0012114	7/20/2023 5164706570	CINFIR First Aid Supplies - Shop	Cintas	01-1-1-54500		392.08 392.08
DFT0012115	7/20/2023 032623	SCE 2439-1773 Electricity - Phelan Park 2/24 - 3/26	Southern California Edison	01-1-3-58115		-56.49 -56.49
DFT0012116	7/20/2023 052323	SCE 2439-1773 Electricity - Phelan Park 4/25 - 5/23	Southern California Edison	22-0-2-58110		13.57 13.57
DFT0012117	7/20/2023 042423	SCE 2439-1773 Electricity - Phelan Park 3/27 - 4/24	Southern California Edison	22-0-2-58110		13.57 13.57
DFT0012118	7/20/2023 062223	SCE 2439-1773 Electricity - Phelan Park 5/24 - 6/22	Southern California Edison	22-0-2-58110		14.04 14.04
DFT0012119	7/20/2023 5164706530 5164706530	CINFIR First Aid Supplies - CSD First Aid Supplies - CSD	Cintas	01-0-1-54500 22-0-1-54500		253.56 248.49 5.07
DFT0012120	7/17/2023 2160925A	AME FID Flex Spending 5/15	American Fidelity Assurance Company	01-0-0-24580		187.49 187.49
DFT0012121	7/28/2023 080123-NonPERS 080123-NonPERS	CalPERS Health NonPERS Health Premium - Aug. NonPERS Health Premium Admin Fee -..	California Public Employees' Retirement System	01-0-0-14130 01-0-1-51230		3,333.43 3,322.80 10.63
DFT0012122	7/28/2023 08123-PERS 08123-PERS	CalPERS Health PERS Health Premium - Aug. PERS Health Premium Admin Fee - A...	California Public Employees' Retirement System	01-0-0-14130 01-0-1-51230		38,709.57 38,586.09 123.48
DFT0012124	7/19/2023 063023	SCE 5917-6455 Electricity - Phelan Park St, Lights 6/1 -..	Southern California Edison	22-2-2-58110		28.51 28.51
DFT0012125	7/20/2023 061623 061623 062623 062623	CIN UNI Uniform Rental Svcs. - 6/16 Uniform Rental Svcs. - 6/16 Uniform Rental Svcs. - 6/26 Uniform Rental Svcs. - 6/26	Cintas Corporation	01-1-1-54680 22-2-1-54680 01-1-1-54680 22-2-1-54680		271.32 125.55 10.11 125.55 10.11
DFT0012126	7/20/2023 269776	FBC-KIM Priint E-Z - Envelopes for SW Applicati...	First Bank Card	25-5-1-54530		505.78 505.78
DFT0012127	7/20/2023 053023	FBC-SEAN Texas Pride - Down Payment for Traile...	First Bank Card	01-1-0-16640		1,500.00 1,500.00
DFT0012128	7/20/2023 8422160124	FBC-CHRIS Western Pump - Valves for Pinon Hills...	First Bank Card	01-0-0-17000	C0108 OUTSIDE SVCS	563.81 563.81
DFT0012129	7/21/2023 INV0005361 INV0005361 INV0005361	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		175.00 103.25 2.48 69.27
DFT0012130	7/21/2023 INV0005362 INV0005362 INV0005362 INV0005362	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		3,591.87 2,558.01 342.68 270.28 420.90
DFT0012131	7/21/2023 INV0005363 INV0005363 INV0005363 INV0005363	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		3,653.44 2,566.08 420.10 427.07 240.19



Cash Disbursements Report

Payment Dates: 07/01/2023 - 07/31/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
DFT0012132	7/21/2023	CALPERS	Calif Public Employees' Retirement System			9,426.24
	INV0005364	CalPERS/Employer Portion		01-1-0-24530		6,595.80
	INV0005364	CalPERS/Employer Portion		01-7-0-24530		1,040.10
	INV0005364	CalPERS/Employer Portion		22-2-0-24530		979.30
	INV0005364	CalPERS/Employer Portion		25-5-0-24530		811.04
DFT0012133	7/21/2023	CALPERS	Calif Public Employees' Retirement System			23.25
	INV0005365	CalPERS Retirement/ Survivor Benefits		01-1-0-24530		16.09
	INV0005365	CalPERS Retirement/ Survivor Benefits		01-7-0-24530		2.20
	INV0005365	CalPERS Retirement/ Survivor Benefits		22-2-0-24530		2.58
	INV0005365	CalPERS Retirement/ Survivor Benefits		25-5-0-24530		2.38
DFT0012134	7/21/2023	EDD	Employment Development Department			871.92
	INV0005366	State Disability Ins - Payroll Taxes		01-0-0-24510		871.92
DFT0012135	7/21/2023	IRS	Internal Revenue Service			216.96
	INV0005367	Social Security - Payroll Taxes		01-0-0-24510		216.96
DFT0012136	7/21/2023	EDD	Employment Development Department			3,856.97
	INV0005368	CA State Income Tax - Payroll Taxes		01-0-0-24510		3,856.97
DFT0012137	7/21/2023	IRS	Internal Revenue Service			2,929.32
	INV0005369	Medicare - Payroll Taxes		01-0-0-24510		2,929.32
DFT0012138	7/21/2023	IRS	Internal Revenue Service			10,420.31
	INV0005370	Federal Income Tax - Payroll Taxes		01-0-0-24510		10,420.31
DFT0012139	7/26/2023	CALPERS	Calif Public Employees' Retirement System			174.57
	INV0005371	CalPERS/Employee Portion(EE)		01-1-0-24530		174.57
DFT0012140	7/26/2023	CALPERS	Calif Public Employees' Retirement System			173.00
	INV0005372	CalPERS/Employer Portion		01-1-0-24530		173.00
DFT0012141	7/26/2023	CALPERS	Calif Public Employees' Retirement System			0.93
	INV0005373	CalPERS Retirement/ Survivor Benefits		01-1-0-24530		0.93
DFT0012142	7/26/2023	EDD	Employment Development Department			100.08
	INV0005374	State Disability Ins - Payroll Taxes		01-0-0-24510		100.08
DFT0012143	7/26/2023	EDD	Employment Development Department			25.00
	INV0005375	CA State Income Tax - Payroll Taxes		01-0-0-24510		25.00
DFT0012144	7/26/2023	IRS	Internal Revenue Service			322.46
	INV0005376	Medicare - Payroll Taxes		01-0-0-24510		322.46
DFT0012145	7/26/2023	IRS	Internal Revenue Service			50.00
	INV0005377	Federal Income Tax - Payroll Taxes		01-0-0-24510		50.00
DFT0012148	7/27/2023	AME FID	American Fidelity Assurance Company			187.49
	2160951B	Flex Spending 7/15		01-0-0-24580		187.49
DFT0012149	7/24/2023	AME FID	American Fidelity Assurance Company			187.49
	2160946B	Flex Spending 7/1		01-0-0-24580		187.49
DFT0012150	7/21/2023	AME FID	American Fidelity Assurance Company			187.49
	2160937B	Flex Spending 6/15		01-0-0-24580		187.49
DFT0012151	7/21/2023	AME FID	American Fidelity Assurance Company			187.49
	2160931C	Flex Spending 6/1		01-0-0-24580		187.49
DFT0012152	7/26/2023	AME SUP	American Fidelity Assurance			663.24
	D616765	Supplemental Life Insurance - July		01-0-0-24580		663.24
DFT0012155	7/19/2023	VSP	Vision Service Plan			489.51
	818392501	Vision Insurance - August		01-0-0-14130		489.51

Cash Disbursements Report

Payment Dates: 07/01/2023 - 07/31/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
DFT0012156	7/18/2023 11150R	ACT IT Workstation - Samsung 500GB Hard D...01-0-1-54530	David Shay			96.19 96.19
DFT0012157	7/18/2023 11151R	ACT IT Workstation - Samsung SSD 500GB Ha...01-0-1-54530	David Shay			86.19 86.19
<b>Payment Total:</b>						<b>1,525,812.66</b>

## Report Summary

## Fund Summary

Fund	Payment Amount
01 - WATER FUND	1,496,498.82
20 - GOV'T GENERAL FUND	200.00
22 - PARKS & RECREATION	19,236.81
23 - STREET LIGHTING	1,699.58
25 - SOLID WASTE	8,177.45
<b>Grand Total:</b>	<b>1,525,812.66</b>

## Account Summary

Account Number	Account Name	Payment Amount
01-0-0-14100	Prepaid Expense	42,792.00
01-0-0-14130	Prepaid Benefit	45,490.02
01-0-0-17000	CIP Enterprise Funds	63,947.01
01-0-0-24510	Payroll Tax Payable	38,978.39
01-0-0-24580	Supplemental Ins W/H P...	1,600.69
01-0-1-51230	Employee Group Insuran...	1,061.55
01-0-1-51240	Retirement	741.60
01-0-1-52210	Board Exp - Auto Expense	-6.55
01-0-1-52212	Board - Auto Expense/Ku...	13.36
01-0-1-52219	Board - Auto Expense/Ph...	179.47
01-0-1-52232	Board - Education,Traini...	40.00
01-0-1-52236	Board - Education,Traini...	28.00
01-0-1-52239	Board - Education,Traini...	40.00
01-0-1-53110	Auditing & Accounting F...	7,550.00
01-0-1-53120	Legal Services	2,412.50
01-0-1-53150	Outside Service	3,059.32
01-0-1-53170	Software Support	8,419.85
01-0-1-54110	Advertising	1,837.44
01-0-1-54140	Auto Expense	1,550.69
01-0-1-54200	Credit Card Fee & Bank ...	1,141.87
01-0-1-54260	Education & Training	91.23
01-0-1-54300	Equipment Rental / Lease	280.55
01-0-1-54320	General Maintenance	380.00
01-0-1-54440	Meeting, Seminar & Sup...	416.87
01-0-1-54470	Travel Expense	1,456.46
01-0-1-54500	Operating Supplies	248.49
01-0-1-54530	Office Supplies	1,026.48
01-0-1-54860	Postage & Mailing	-0.60
01-0-1-58010	Telephone	154.50
01-0-1-58110	Utilities	4,312.58
01-0-2-58110	Utilities	335.66
01-1-0-13010	Inventory - Water Field ...	46,901.02
01-1-0-16640	Equipment - Operation	1,500.00
01-1-0-24530	Retirement W/H Payable	23,295.12
01-1-0-24560	Retirement 457 W/H Pa...	210.75
01-1-0-29720	Loan Payable CIEDB 2012	221,504.65
01-1-0-29750	Loan Payable - CNB 21-0...	123,098.03
01-1-0-29760	Loan Payable - MFC Civic...	94,220.31
01-1-1-53120	Legal Services	687.50
01-1-1-53150	Outside Service	1,675.80
01-1-1-53160	Permits & Fees	111.80
01-1-1-54260	Education & Training	3,896.77
01-1-1-54320	General Maintenance	225.00
01-1-1-54500	Operating Supplies	392.08
01-1-1-54680	Uniforms	251.10
01-1-1-54830	State & County Fees & S...	10,162.00
01-1-1-58010	Telephone	1,512.71
01-1-1-59310	Other Operating Expens...	-0.03

## Account Summary

Account Number	Account Name	Payment Amount
01-1-1-82300	Meter Installation	1,387.52
01-1-1-91010	Interest Expense	262,224.02
01-1-1-92010	Loan Administrator Fee	16,620.51
01-1-2-53150	Outside Service	750.25
01-1-2-53160	Permits & Fees	205.52
01-1-2-53170	Software Support	0.99
01-1-2-54500	Operating Supplies	10,483.43
01-1-2-54620	Repair & Maintenance	272,760.17
01-1-3-50010	MWA/AVW Admin. & Bio..	3,995.20
01-1-3-54500	Operating Supplies	2,469.97
01-1-3-54620	Repair & Maintenance	67.64
01-1-3-58110	Utilities	116,853.05
01-1-3-58115	Utilities - Solar Credits	-39,476.74
01-1-4-53140	Laboratory Analysis	1,026.50
01-1-4-54500	Operating Supplies	2,526.49
01-1-5-54620	Repair & Maintenance	45,102.59
01-1-6-53150	Outside Service	1,975.00
01-1-6-53170	Software Support	12,285.05
01-1-6-54860	Postage & Mailing	2,898.47
01-1-6-54890	Printing	1,126.20
01-1-8-54300	Equipment Rental / Lease	341.10
01-1-8-54410	Fuel Costs	10,919.28
01-1-8-54710	Vehicle Maintenance	2,703.85
01-1-9-53120	Legal Services	593.75
01-1-9-54800	Programs (Wtr Conservat..	387.90
01-7-0-24530	Retirement W/H Payable	3,373.83
01-7-7-51230	Employee Group Insuran...	107.54
01-7-7-53120	Legal Services	37.50
01-7-7-53150	Outside Service	700.00
01-7-7-53170	Software Support	250.49
01-7-7-54260	Education & Training	1,108.58
01-7-7-54470	Travel Expense	1,444.36
01-7-7-54530	Office Supplies	24.77
20-0-1-54830	State & County Fees & S...	200.00
22-0-1-51230	Employee Group Insuran...	72.93
22-0-1-54320	General Maintenance	30.00
22-0-1-54500	Operating Supplies	5.07
22-0-1-58010	Telephone	323.97
22-0-2-58110	Utilities	1,525.45
22-2-0-24530	Retirement W/H Payable	3,249.78
22-2-0-24560	Retirement 457 W/H Pa...	8.71
22-2-1-53150	Outside Service	5,040.00
22-2-1-54680	Uniforms	20.22
22-2-2-53150	Outside Service	508.85
22-2-2-54620	Repair & Maintenance	82.71
22-2-2-54650	Small Tools	35.55
22-2-2-54800	Programs (Park & Rec)	7,993.37
22-2-2-58110	Utilities	28.51
22-2-8-54410	Fuel Costs	218.32
22-2-8-54710	Vehicle Maintenance	93.37
23-0-2-58210	Utilities - Street Lights	18.27
23-3-2-58210	Utilities - Street Lights	1,681.31
25-0-1-53120	Legal Services	818.75
25-0-1-53170	Software Support	72.50
25-5-0-24530	Retirement W/H Payable	2,640.43
25-5-0-24560	Retirement 457 W/H Pa...	130.54
25-5-1-52110	Board Director's Fee	6.55
25-5-1-53150	Outside Service	2,915.00

**Account Summary**

Account Number	Account Name	Payment Amount
25-5-1-54530	Office Supplies	505.78
25-5-1-54800	Programs (Solid Waste)	<u>1,087.90</u>
	<b>Grand Total:</b>	<b>1,525,812.66</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	1,458,711.50
C0002 ARCHITECT	24,000.00
C0002 IMPROVE	5,559.00
C0002 OUTSIDE SVCS	1,262.50
C0049 OUTSIDE SERVIC	981.65
C0072 OUTSIDE SVCS	1,603.91
C0076 OUTSIDE SVCS	72.50
C0084 OUTSIDE SVCS	5,422.68
C0086 OUTSIDE SVCS	2,100.00
C0095 OUTSIDE SVCS	25,535.11
C0108 OUTSIDE SVCS	<u>563.81</u>
	<b>Grand Total:</b>
	<b>1,525,812.66</b>

# Agenda Item 4

Matters Removed from  
Consent Items

# Agenda Item 5

Presentations/Appointments

Oeste Basin & Recharge Project

By: Mojave Water Agency

# Agenda Item 6a

Discussion & Possible Action Regarding  
Authorization to Mail Notice of Proposed  
Water Rates in Compliance with  
Proposition 218



## M E M O R A N D U M

**DATE:** August 23, 2023

**TO:** Board of Directors

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

**SUBJECT:** Discussion & Possible Action Regarding Authorization to Mail Notice of Proposed Water Rates in Compliance with Proposition 218

### STAFF RECOMMENDATION

For the Board to authorize staff to mail the notification of proposed water rates in accordance with Proposition 218.

### BACKGROUND

Staff worked with IB Consulting on the cost of water service analysis and the results were presented to the Board on August 2, 2023, and August 9, 2023. An additional presentation on the proposed water rates is scheduled for September 27, 2023.

The following rates have been proposed and will be included in the notice of proposed water rates, scheduled to be mailed by August 25, 2023. A rate calculator will be placed on the District's website so that District customers can estimate their new water bills. The public hearing is scheduled for October 11, 2023, and the new rates, if adopted, will go into effect on November 1, 2023, with additional adjustments annually on July 1. In addition to the rates, a new tier structure is also being proposed to address ramp down of the District's free production allowance. Additional information regarding the rates is included in the attached draft notice.

### TIER DEFINITIONS - ALL CUSTOMER CLASSES

TIER	CURRENT	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Tier 1	0-9 hcf	0-11 hcf	0-11 hcf	0-9 hcf	0-8 hcf	0-7 hcf
Tier 2	9-29 hcf	11+ hcf	11+ hcf	9+ hcf	8+ hcf	7+ hcf
Tier 3	29+ hcf	N/A	N/A	N/A	N/A	N/A

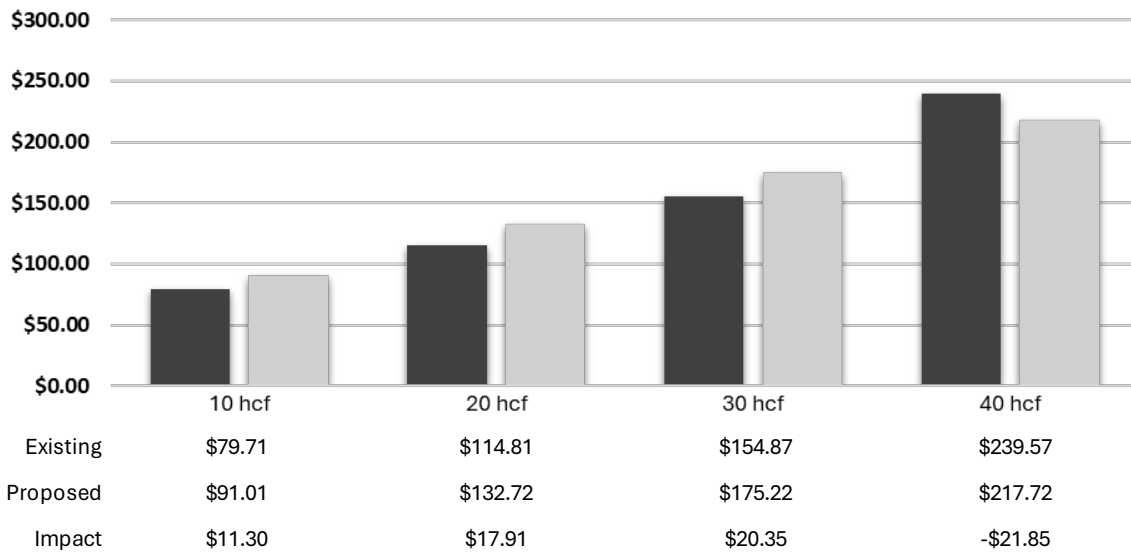
### FIXED CHARGES

METER SIZE	EXISTING RATE	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
3/4"	\$25.63	\$31.02	\$35.76	\$39.75	\$45.88	\$53.13
1"	\$38.77	\$46.70	\$53.61	\$59.41	\$68.36	\$78.95
1 1/2"	\$71.64	\$85.90	\$98.22	\$108.56	\$124.56	\$143.50
2"	\$111.08	\$132.94	\$151.76	\$167.54	\$192.00	\$220.96
3"	\$235.96	\$281.90	\$321.31	\$354.31	\$405.56	\$466.25
4"	\$420.01	\$501.42	\$571.16	\$629.55	\$720.28	\$827.73

**VARIABLE CHARGES**

CUSTOMER CLASS	EXISTING RATE	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
<b>Residential</b>						
Tier 1	\$3.08	\$3.46	\$4.04	\$4.55	\$5.20	\$5.96
Tier 2	\$3.51	\$4.25	\$4.97	\$6.27	\$7.28	\$8.36
Tier 3	\$8.47	N/A	N/A	N/A	N/A	N/A
<b>Commercial</b>						
Tier 1	\$4.11	\$3.46	\$4.04	\$4.55	\$5.20	\$5.96
Tier 2	N/A	\$4.25	\$4.97	\$6.27	\$7.28	\$8.36
<b>Institutional</b>						
Tier 1	\$4.46	\$3.46	\$4.04	\$4.55	\$5.20	\$5.96
Tier 2	N/A	\$4.25	\$4.97	\$6.27	\$7.28	\$8.36

**SINGLE FAMILY RESIDENTIAL IMPACT - 1" METER**



**FISCAL IMPACT**

Mailing & Printing Costs

**ATTACHMENT(S)**

Draft Hearing Notice



**NOTICE TO PROPERTY OWNERS OF PUBLIC HEARING REGARDING PROPOSED WATER RATES**

Hearing Date & Time: October 11, 2023, at 5:00 PM  
Hearing Location: Phelan Community Center  
4128 Warbler Road, Phelan, CA 92371

**NOTICE TO PROPERTY OWNERS OF PUBLIC HEARING REGARDING PROPOSED WATER RATES**

Hearing Date & Time: October 11, 2023, at 5:00 PM  
Hearing Location: Phelan Community Center • 4128 Warbler Road, Phelan, CA 92371

**WHY ARE YOU RECEIVING THIS NOTICE?**

The Phelan Piñon Hills Community Services District (the “District”) is mailing this notice to you because you are a water customer directly liable for the payment of water service fees, or the owner of record of a property that receives water service. This notice describes proposed changes to the rates for the District’s water service fees, and provides notice of a public hearing regarding these proposed changes to be held on: Wednesday, October 11, 2023, at 5:00 p.m. at Phelan Community Center, 4128 Warbler Road, Phelan, CA 92371.

**WHAT DO WATER RATES FUND?**

The District provides water service to approximately 7,200 customers, and monthly water service fees are the primary source of revenue to operate the water system. Service fees fund costs related to system operations, capital projects, debt service, administration, as well as costs related to prudent long-term operational or financial management of the water system, such as maintaining adequate fund reserves and planning for contingencies.

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 2028. In addition, the District needs to ensure adequate funding to address additional capital and operating expenses related to new requirements for the allowable levels of Chromium-6 in water produced for sale. The proposed rates for the District’s water service fees are based on a comprehensive rate study prepared by an independent consultant. The Chromium-6 surcharge will remain at \$9.71 and is set to expire by Fiscal Year 2031.

**WHY ARE RATE INCREASES NEEDED?**

The District anticipates purchasing replacement water from Mojave Water Agency as the District's Free Production Allowance (FPA) is scheduled to reduce over time. Note: FPA is the amount of water the District is allowed to pump free-of-charge utilizing existing water rights. The cost of water has increased, and will continue to increase, every year.

Additionally, the District will be investing approximately \$18 million to repair and replace critical water facilities over the next five years. Compliance with regulatory requirements, maintaining emergency and fire response capabilities, labor and employment costs, energy costs, increasing costs for materials, and the need for prudent reserves are also drivers of costs that were factored into the proposed new rates and charges described in this notice and in the Rate Study.

The rates presented herein were developed as part of a comprehensive Cost of Service Study. As part of this detailed process, consumption data by account was analyzed to create an appropriate and equitable rate design. The total cost of serving various customers is determined by distributing utility cost components among all accounts based upon the respective service requirements of each. As such, a cost of service rate study enables a water utility to proportionately allocate costs to customers based on consumption, and adopt rates that equitably recover those costs from all accounts in the existing system.

**PUBLIC MEETING OUTREACH SCHEDULE**

DATE	TIME	TOPIC	LOCATION
August 2, 2023	4:00 PM	Water Rate Workshop	Phelan Community Center & Zoom
August 9, 2023	5:00 PM	Regular Board Meeting: Water Rate Presentation	Phelan Community Center & Zoom
August 23, 2023	5:00 PM	Regular Board Meeting: Authorization to Mail Proposition 218 Notification	Phelan Community Center & Zoom
September 27, 2023	5:00 PM	Regular Board Meeting: Water Rate Presentation	Phelan Community Center & Zoom
October 11, 2023	5:00 PM	Regular Board Meeting: Public Hearing & Possible Adoption of Rate Study	Phelan Community Center & Zoom



**Phelan Piñon Hills Community Services District**

P.O. BOX 294049 • 4176 Warbler Road • Phelan, CA 92329  
Phone: 760-868-1212 • Website: www.PPHCSD.org

**NEW WATER RATES:**

The District is proposing to phase in a series of annual water rate adjustments. After the initial rate adjustment on November 1, 2023, the yearly rate adjustments will take place July 1st of each year, starting on July 1, 2024, in the amounts and period of time set forth in the chart below. The District may elect to pass-through wholesale water rate increases that are beyond the annual adjustments that are assumed in the Rate Study and incorporated into the proposed rate/charge schedules. Water rate increases that are imposed on the District by its water wholesalers - Mojave Water Agency and Antelope Valley Water Master - may impact District costs of service and may require adjustments of rates over and above the rates/charges set out in the schedules below. If such an adjustment is implemented, the water pass-through rate for each subsequent fiscal year will be calculated as the difference between actual wholesale purchased water costs and projected wholesale water purchased costs imposed on the District divided by the estimated water use for that fiscal year. Future year wholesale water costs and the resulting pass-through costs/rates are not known at this time, but customers will receive at least 30 days' notice prior to an increase greater than that shown in this notice.

FIXED CHARGES						
METER SIZE	EXISTING RATE	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
3/4"	\$25.63	\$31.02	\$35.76	\$39.75	\$45.88	\$53.13
1"	\$38.77	\$46.70	\$53.61	\$59.41	\$68.36	\$78.95
1 1/2"	\$71.64	\$85.90	\$98.22	\$108.56	\$124.56	\$143.50
2"	\$111.08	\$132.94	\$151.76	\$167.54	\$192.00	\$220.96
3"	\$235.96	\$281.90	\$321.31	\$354.31	\$405.56	\$466.25
4"	\$420.01	\$501.42	\$571.16	\$629.55	\$720.28	\$827.73

VARIABLE CHARGES						
CUSTOMER CLASS	EXISTING RATE	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
<b>Residential</b>						
Tier 1	\$3.08	\$3.46	\$4.04	\$4.55	\$5.20	\$5.96
Tier 2	\$3.51	\$4.25	\$4.97	\$6.27	\$7.28	\$8.36
Tier 3	\$8.47	N/A	N/A	N/A	N/A	N/A
<b>Commercial</b>						
Tier 1	\$4.11	\$3.46	\$4.04	\$4.55	\$5.20	\$5.96
Tier 2	N/A	\$4.25	\$4.97	\$6.27	\$7.28	\$8.36
<b>Institutional</b>						
Tier 1	\$4.46	\$3.46	\$4.04	\$4.55	\$5.20	\$5.96
Tier 2	N/A	\$4.25	\$4.97	\$6.27	\$7.28	\$8.36

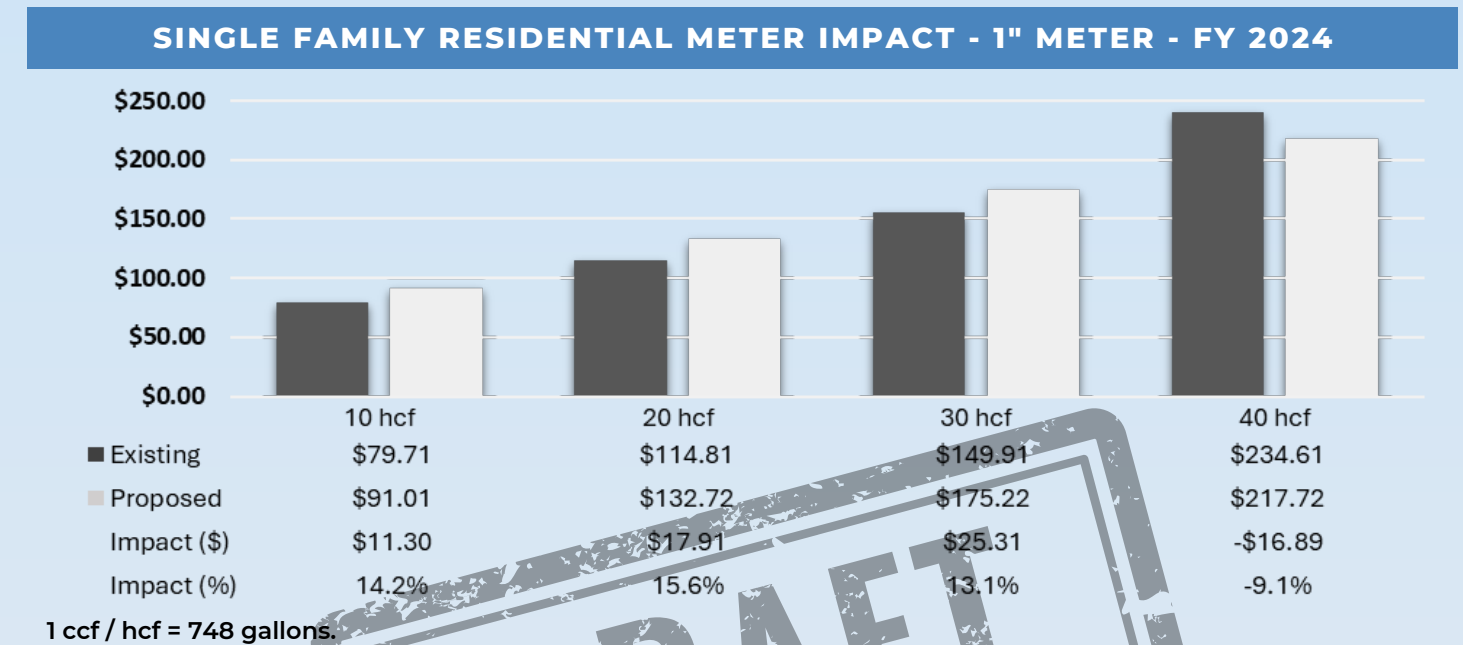
**NEW TIER STRUCTURE:**

The tier structure will vary each year based upon the amount of Free Production Allowance (FPA) the District has available. Tier 1 will allocate FPA evenly to all customers. Tier 2 captures water usage above the District's FPA. In Fiscal Year (FY) 2024 and FY 2025, carryover water is expected to be available to cover excess water demand without needing to purchase replacement water. In FY 2026 and beyond, replacement water purchases will likely be required causing the Tier 2 rate to increase in FY 2026 and beyond.

TIER DEFINITIONS - ALL CUSTOMER CLASSES						
	CURRENT	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Tier 1	0-9 hcf	0-11 hcf	0-11 hcf	0-9 hcf	0-8 hcf	0-7 hcf
Tier 2	9-29 hcf	11+ hcf	11+ hcf	9+ hcf	8+ hcf	7+ hcf
Tier 3	29+ hcf	N/A	N/A	N/A	N/A	N/A

**IMPACT ON YOUR BILL:**

The District is proposing to phase in a series of annual water rate adjustments. After the initial rate adjustment on November 1, 2023, the yearly rate adjustments, will take place July 1st of each year, starting on July 1, 2024, in the amounts and period of time set forth in the charts on Page 2.



**HOW DO YOU FILE A PROTEST OR PARTICIPATE IN THE PUBLIC HEARING?**

Any property owner of a parcel upon which the water service fees will be imposed or any tenant directly responsible for the payment of water service fees (i.e., a customer of record) may submit a written protest to the proposed increases to the water service fees; provided, however, only one protest will be counted per identified parcel. Any written protest must: (1) state that the identified property owner or customer of record is in opposition to the proposed water service fees; (2) provide the location of the identified parcel (by assessor's parcel number or street address); and (3) include the name and signature of the property owner or customer of record submitting the protest.

Written protests may be submitted by mail to the Phelan Piñon Hills Community Services District at: 4176 Warbler Road, Phelan, CA 92371, or in person, or at the Public Hearing (date and time noted above). Regardless of how the written protest is submitted, it must be received by the District prior to the conclusion of the Public Hearing. Any protest submitted via e-mail or other electronic means will not be accepted. Please identify on the front of the envelope for any written protest, whether mailed or submitted in person to the Board Secretary, that the enclosed protest is for the Public Hearing on the Proposed Water Service Fees.

The Board of Directors will hear and consider all written and oral protests to the proposed rate increases at the Public Hearing. Oral comments at the Public Hearing will not qualify as formal protests unless accompanied by a written protest, submitted prior to the conclusion of the Public Hearing. Upon the conclusion of the Public Hearing, the Board of Directors will consider adoption of the proposed rates for water service described in this notice. If written protests against the proposed rates, as outlined above, are not presented by a majority of property owners or customers of record, the Board of Directors may adopt the proposed rates. If adopted, the proposed rates for the water utility will be in effect beginning November 1, 2023, and be adjusted each July 1 beginning in 2024 and thereafter through June 30, 2028. Pursuant to Government Code Section 53759, there is a 120-day statute of limitations for any judicial action or proceeding challenging any new, increased, or extended water fee or charge.

If you have any questions about the proposed rate increase, please contact the District at (760) 868-1212 during normal business hours. For additional information on the water rate study and the proposed water rate increase, visit [www.PPHCSD.org/water-rate-study](http://www.PPHCSD.org/water-rate-study)

# Agenda Item 6b

Discussion & Possible Action Regarding  
Fuel Dispensing & Storage Facility at the  
Oasis Operations Maintenance Yard

## MEMORANDUM

**DATE:** August 23, 2023

**TO:** Board of Directors

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

**SUBJECT:** Discussion and Possible Action Regarding Fuel Dispensing and Storage Facility at the Oasis Operations Maintenance Yard

### STAFF RECOMMENDATION

Staff recommends that the Board review the cost of increasing fuel storage and dispensing facilities at the Oasis Operations Yard.

### BACKGROUND

The District currently utilizes a fuel storage and dispensing system capable of storing 1,000 gallons of gasoline and 1,000 gallons of Number 2 diesel. In the event of an emergency, these storage reserves would allow for continued operations for approximately one week.

At the Board's request, staff conducted an investigation to upgrade the District's fuel storage and dispensing facility to a 15,000-gallon tank capable of 5,000-gallon deliveries of gasoline, red-dyed diesel, and Number 2 diesel to potentially lower fuel costs and achieve greater emergency capabilities should such an event arise. Quotes were sought using the 15,000-gallon triple fuel-capable California Air Resources Board-approved storage and dispensing facilities as a baseline.

Quotations were sought from multiple manufacturers (3), having received only one quotation in the allotted timeframe.

### FISCAL IMPACT

Budgeted Fuel Dispensing and Storage Facility for FY 23/24: \$0

### ATTACHMENT(S)

- Quotation from Envirosafe
- Envirosafe Commercial Fleet Presentation

# Quote



**Memco Inc.**

1789 E C 48  
 Bushnell, FL  
 USA, 33513  
 Phone : 800-555-4754

<b>Quote No.</b>	<b>17005</b>
<b>Date :</b>	07/13/2023
<b>Contact :</b>	Phone : 760-868-1212

<b>Bill To</b>	<b>PHELANPI</b>
<b>PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT</b>	
PHELAN, CA USA	

<b>Ship To</b>	<b>PHELANPI</b>
<b>PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT</b>	
PHELAN, CA USA	

<b>Expiration Date</b>	<b>Price Request</b>	<b>Terms</b>	<b>Carrier</b>	<b>FOB</b>
07/13/2023		50% Deposit to Start Fabrication, balance due upon completion.	Not Applicable	
<b>Sales Rep</b>		<b>Currency</b>	<b>Lead Time (Days)</b>	<b>Tax Group</b>
House (HOUSE)		USD	0	USDEXE

No.	Qty	Item	Description	Disc. %	Amount
1	1.000	DISP	Dispenser Tank 1 15,000-Gallon FireGuard 3-Way Split Tank Mounted On Saddles 3 8" 8 Oz Emergency Vent Male w/O-ring 2 3" Stack Vent (12' above grade) w/ 3" Updraft Vent 1 3" Pressure Vacuum Vent (12' above grade) 3 2" 918 Clock Gauge w/ Alarm & Standard Float for Accurate Fuel Level Reading 3 Monitoring Well w/ 2" Cap 1 Engineered Hurricane Tie Down 2 1" Automatic Shutoff Nozzle, Swivel, Breakaway 18' x 1" Hose, 12" Jumper Hose 1 3/4" Automatic Shutoff Nozzle, Swivel, Breakaway 18' x 3/4" Hose, 12" Jumper Hose 1 Tank Decal Kit 1 3" Stage 1 Vapor Recovery 1 Envirolastic 940 DTM Polyaspartic Urethane Coating for High Performance Finish 3 FE Petro 3/4 Hp. Pump Assy w/ Anti-Syphon Valve & Ball Valve w/ Relay & Nema 7 Enclosure 1 Single Product Dispenser Containment Pan 1 Dual Product Dual Hose Wayne Dispenser System 1 Wayne Compact Single Hose/Single Product Dispenser 1 Interstitial Leak Gauge 3 18" Manway for easy inner tank accessibility 3 3" 9095AA Morrison Brothers Overfill Prevention Valve with Diffuser 1 Ladder with Safety Shield and Hand Rails for Fill Box 1 UL 2085 Labeled & Listed 1 STEEL THICKNESS 5/16" SHELL, 5/16" PRIMARY HEAD, 3/8" SECONDARY HEAD 1 Touch-up paint 1 Owner's Manual	0%	\$190,196.53
2	3.000	P-515-0300 AC	Container Spill Remote- Female Threaded, Post Mount AST 3" - 15 Gal.	0%	\$5,149.98
3	1.000	P-SB PEDESTAL ASSY-5	Superbox 5 Hose assembled to pedestal, contactors sold separately	0%	\$9,066.67
4	3.000	P-RIB01P30-S	Relay Contactor	0%	\$375.00

Subtotal: \$204,788.18

USD

## **QUOTATION TERMS AND CONDITIONS:**

The above quote has been issued to Customer by MEMCO, INC. D/B/A Envirosafe Fuel Systems ("Memco, Inc." herein) for the purchase of and manufacture/fabrication of an above-ground fuel system ("Product" herein).

All custom Quotes are budgetary only and pricing can not be finalized until all parts and materials for the finished product have been purchased and vendor invoices have been received. No items will be purchased until the CAD drawings are completed, meet the customer's specifications, and the approved signed copy has been returned to Envirosafe.

Change orders during the production process, parts or materials cost and actual labor cost will also subject the customer to an increased charge.

Memco, Inc. will estimate a time within which manufacture/fabrication may be completed, but the nature of the Product will not enable Memco, Inc. to define a specific date.

The quote is based upon information available at the time it is prepared and is limited to items discussed and detailed during the quotation process. Memco, Inc. is not liable in any way for the system or tank's intended use.

These Terms and Conditions are expressly made part of the Manufacturing Sales Agreement.

1. Quotes are valid for 24 hours after issuance by Memco, Inc.

2. Drawings and Materials Lists:

A. Cost:

i. Bare Tanks: \$300.00

ii. Custom systems: \$500.00

iii. Aviation systems: \$1,200.00

B. Timeframe: The scheduled time for issuance of approval drawings and revisions is dependent upon the engineering backlog at the time of the quote and order. The estimated wait time for submission is two weeks depending on the complexity of the project.

C. Drawing charges are not refundable.

D. Memco, Inc. is only responsible for the customer's local rules and regulations when Memco, Inc. is coordinating the installation. CUSTOMER EXPRESSLY ASSUMES RESPONSIBILITY FOR IDENTIFICATION OF AND FOLLOWING CUSTOMER'S LOCAL RULES AND REGULATIONS FOR THE INSTALLATION AND USE OF THE PRODUCT.

3. NOT INCLUDED IN QUOTE: the following are not included in any quote for the manufacture of any Memco, Inc. product:

A. Local, State, or Federal Sales Tax.

B. Local, State, or Federal Permitting of any sort. Unless, Memco Inc, has been hired as an installation contractor. Thus the actual costs of permitting are added to the final invoice.

C. Delivery (a delivery estimate may be given with your quote but is subject to change at any time for any reason).

D. Unless specifically listed, Installation (Installation is a service charge which is in addition to the manufacture/fabrication quote you have/will receive).

E. Spare parts (unless requested and specified in the above quotation).

F. Unless specifically listed on the design drawing, bill of materials, and quote: valves, controls, piping, or other attachments are not included and must be supplied by you and installed by you or a third party.

4. REQUIRED PAYMENT SCHEDULE:

A. Some or all materials may be ordered once the deposit is received to prevent material cost increases.



B. Before the system design, a 50% deposit is required to commence the manufacturing of your Product.

C. The remaining balance of the final sale price will be required within 15 days of the completion of the manufacturing process, before delivery and onsite installation.

D. If Memco, Inc. is performing product Installation, Sixty Percent (60%) of the Installation fee must be prepaid before on-site delivery is commenced.

E. The product will not leave the manufacturing location until Memco, Inc. D/B/A Envirosafe Manufacturing, Installations, Sales Agreement are signed and returned, the remaining balance is due for the final manufacturing price and 60% of installation charges are paid in full.

F. Fees may apply if changes are made after approval to start manufacture/fabrication.

G. Purchased items not requiring manufacture. i.e., stock tanks, pre-owned tanks, parts, and equipment, must be invoiced and paid in full before delivery.

#### 5. OTHER TERMS AND CONDITIONS:

A. Materials used in the construction of the Product may be domestic, foreign, or a combination of the two. Specific country of origin requests may increase your cost.

B. All freight is FOB Bushnell, Florida at the manufacturing facility of Memco, Inc. unless otherwise specified.

C. A freight estimate may be given. If so, the original freight estimate and the freight quote at the time of shipment may differ due to fluctuating fuel prices and the supply and demand of trucks. Memco, Inc. is not responsible for any additional freight cost associated or delivery time associated with the same. Memco, Inc. may assist with securing the delivery of your parts or system. This is done as a complimentary service through a third party. We are not liable for the reliability of the freight company, or the reliability of freight quotes and pricing.

D. Scratching and/or paint scarring may occur on painted or coated surfaces during the loading and shipping process. Field touch-up paint and labor are to be provided by you or a third party. Touch-up paint is available upon request, for a fee.

E. Because the tank equipment and piping on your Product will be subjected to vibrations and motion during delivery, Memco, Inc., will not be responsible for seepage or leaks at any connections. Piping is tested in our shop at these connections after assembly and before shipment to assure there are no leaks or seepage. Memco, Inc. takes all reasonable steps to minimize vibrations in transit. However, we cannot guarantee that seepage will not occur. Re-tightening connections on site BY OTHERS may be required.

F. Memco, Inc. is not responsible for malfunctions in equipment and/or parts due to changes in atmospheric pressure.

G. Memco, Inc. is not responsible for customer payment delays; the product will not ship until Memco, Inc. is paid in full.

H. Unless otherwise specified in writing, Memco, Inc. is not responsible for the customer's local rules, regulations, and/or statutes. The customer is solely responsible for compliance with the same. By way of example only, Stage I or II Vapor Recovery, Overfill Prevention, etc.

I. If any portion of a manufactured tank or system, is not paid within 30 days of the customer being notified of completion and being sent the final invoice; the buyer shall incur a charge of 18% interest per annum (or the highest legal rate) on all remaining balances

J. Memco, Inc. is not responsible for the maintenance and/or upkeep of tanks stored on Memco, Inc.'s property after the 15-day inspection period has expired and or waiting for delivery.

K. Abandonment. Any product that has been paid in full and left on the seller's premises for more than 180 days after the product is completed and made available for shipping and/or installation will incur a \$50.00 per day storage fee.

L. Memco, Inc. recommends that you contact your fire marshal, environmental agencies, and AHJ (Authorities Having Jurisdiction) for approval before ordering. It is the sole responsibility of the buyer to ensure the system design is acceptable and meets Local, State, and Federal Code Regulation requirements.

6. ATTORNEY'S FEES – In the event any aspect of the agreement (at the quote stage, production, fabrication, or delivery) litigation occurs which concerns the terms of or enforcement of this and/or the sales agreement, Memco, Inc. shall be entitled to the recovery of all reasonable and necessary attorney's fees and costs of court related to said litigation, including those incurred at the demand phase through the fees and costs associated with appellate review. The venue is established in Lake County Florida and all litigation or disputes arising as a result of this quote and/or the sales agreement are governed by the Laws of the State of Florida.

7. FORMAL INSTALLATION CONTRACT: Formal installation contract is required to be signed and returned before any installation work including application for permit can be performed. (Ask your sales associate for a copy of contract).

8. NO REFUNDS: Once materials have been ordered and/ or manufacturing process has commenced Seller shall not issue refunds for any reason. This provision includes a waiver by Buyer of any and all amounts expended for drawings, specifications, change orders, or deposit. The drawings, specifications, and all documents and/or plans developed in connection with the manufacture of the Product remain the property of the Seller.

9. By submitting a deposit to Memco, Inc., the buyer is acknowledges and accepts all quotation terms and conditions stated above.

Tank quotes are only good for 24 hours. It does not include sales tax, permitting, installation, setup, or delivery unless stated otherwise. Petroleum equipment/parts are good for 24 hours.

Please make checks payable to MEMCO Inc.

*Ask Us About Our No Money Down Financing or Leasing Options!*

Flameshield and Fireguard tanks include a 30-year tank warranty backed by the Steel Tank Institute.

All Equipment and Piping Quoted is Installed at Factory.



# Commercial Fleet

**envirosafe**<sup>™</sup>  
ABOVE-GROUND FUEL SYSTEMS

# Commercial Fleet Systems

Ranges from **5,000** gallons to as much as **30,000** gallons. They are specifically designed for large fleet industries including:



Trucking



Municipalities



Buses



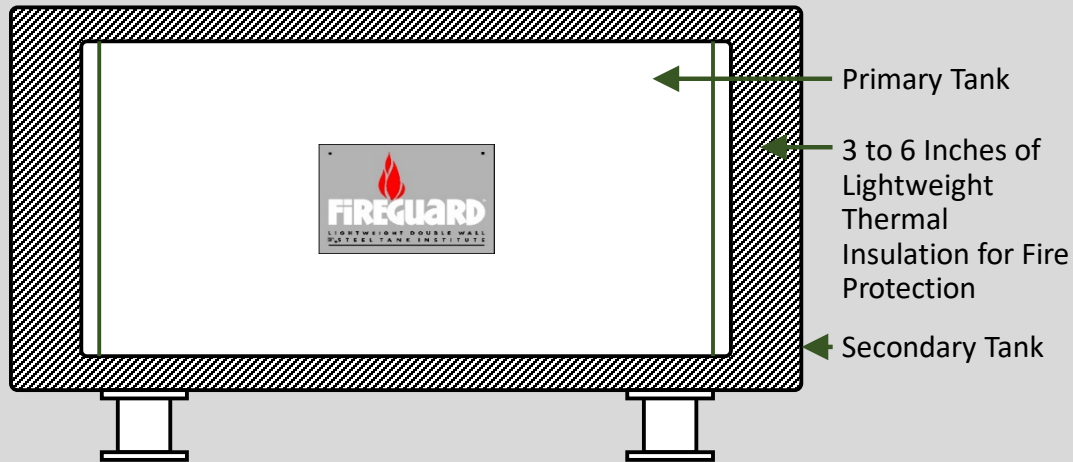
Farms



These systems are available in both Fireguard and Flameshield protection and can be customized to fit your specific needs.

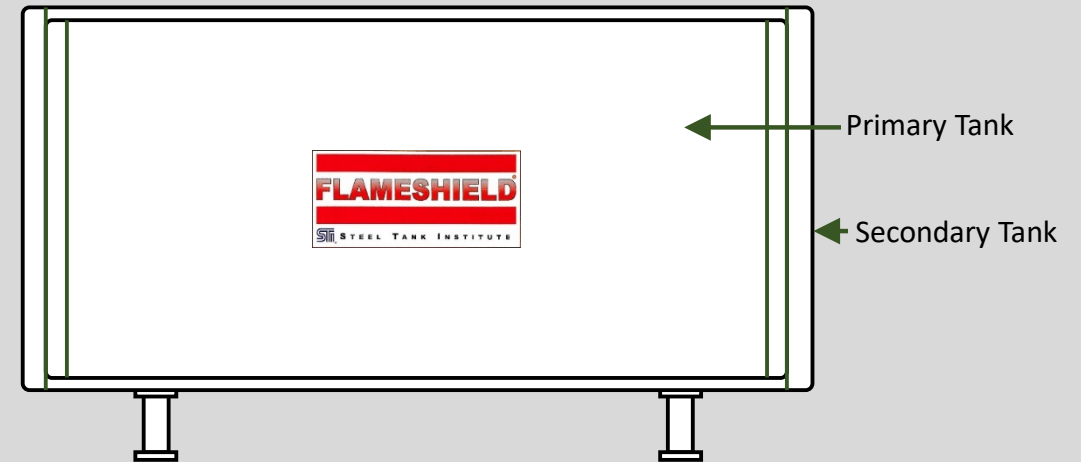
# UL-2085 Fireguard VS UL-142 Flameshield

Our UL-2085 is up to 75% lighter in weight in comparison to our competitors vaulted tank.



## Fireguard Tank:

1. UL-2085 labeled & listed
2. UL-2085 passes requirements for NFPA 30-30A
3. Double Wall Tank with 3" to 6" of lightweight thermal insulation for fire protection
4. 30 Year Warranty, backed by the Steel Tank Institute



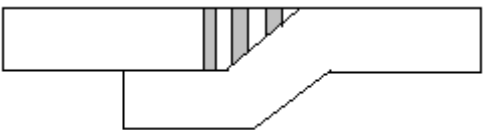
## Flameshield Tank:

1. UL-142 labeled & listed
2. 2-hour Rating tested to SWRI 97-04
3. Double Wall Tank
4. 30 Year Warranty, backed by the Steel Tank Institute

An average 12,000 gallon concrete encased tank weighs approximately 100,000 lbs. Fireguard weighs 28,000 lbs.

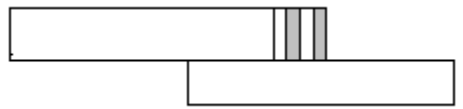
# High Quality Welds

All of our weld seams on our tanks are joggled and sub-arch welded for a seamless caulk like finish. 100% penetration is guaranteed to eliminate corrosion and leaks.



**Joggled Weld Joint**

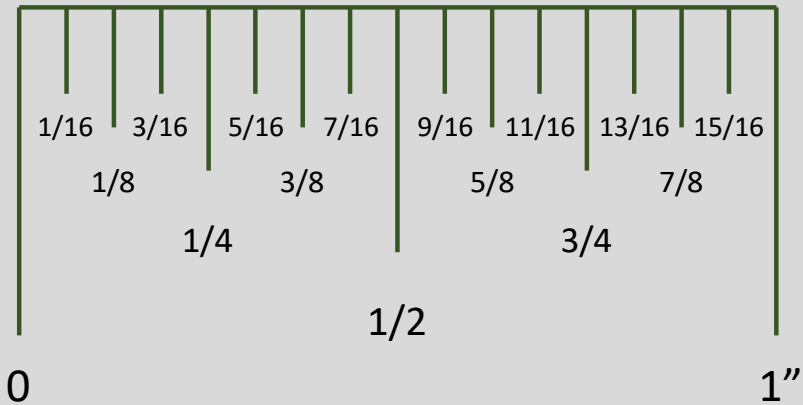
## Most Competitor's Weld Seam



**Simple Lap Joint**

\* All welded seams are also cross sectioned on top of all tanks.

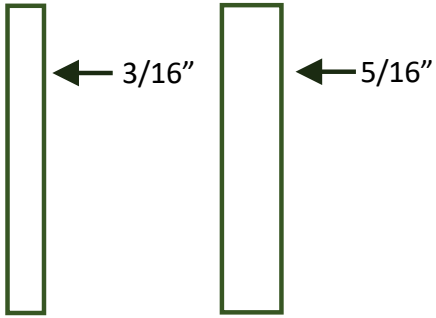
# Steel Thickness



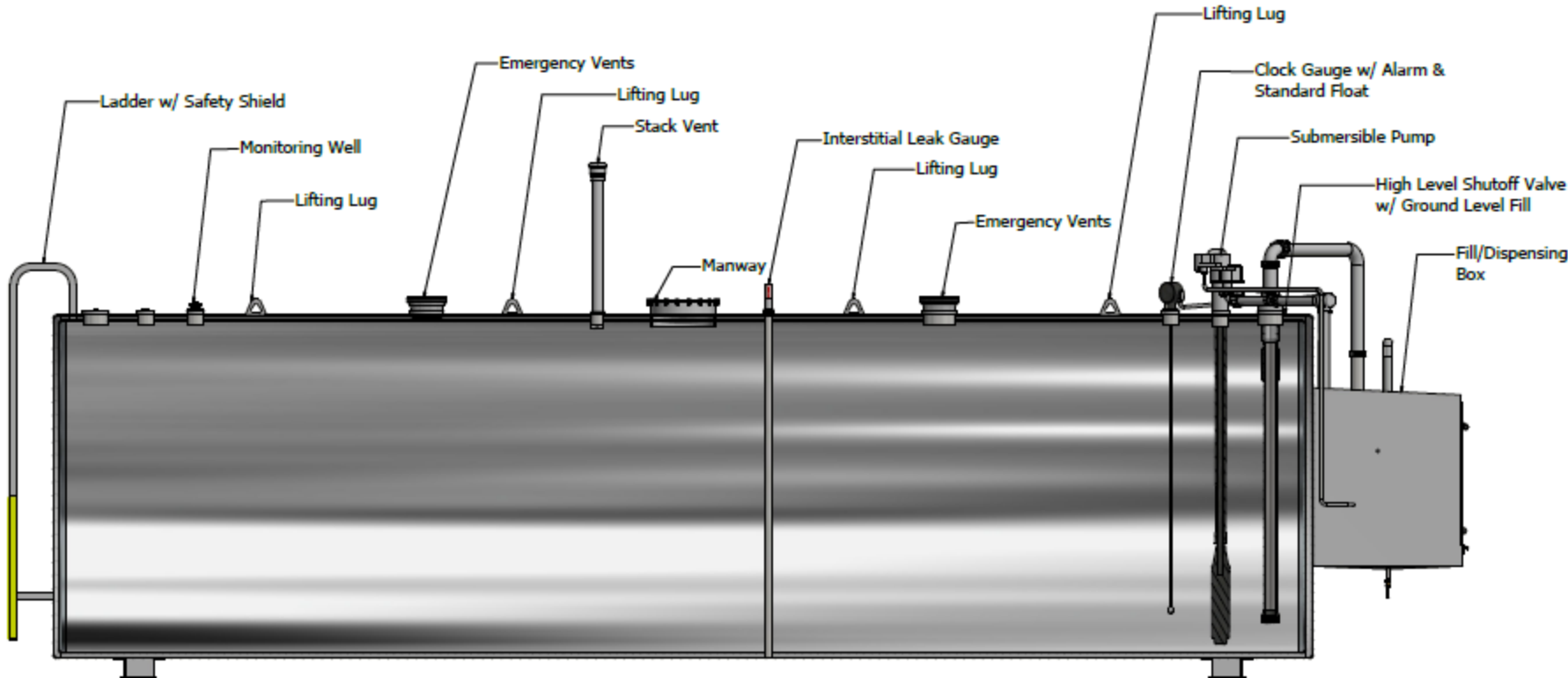
To STI standards the smallest unit of measure on the gauge shall be **1/8"**



Envirosafe's standard steel thickness starts at **3/16"** thru **5/16"**



# Commercial Fleet Fuel System Diagram





# Dispensing & Fill Box is Welded to Tank, Not Bolted



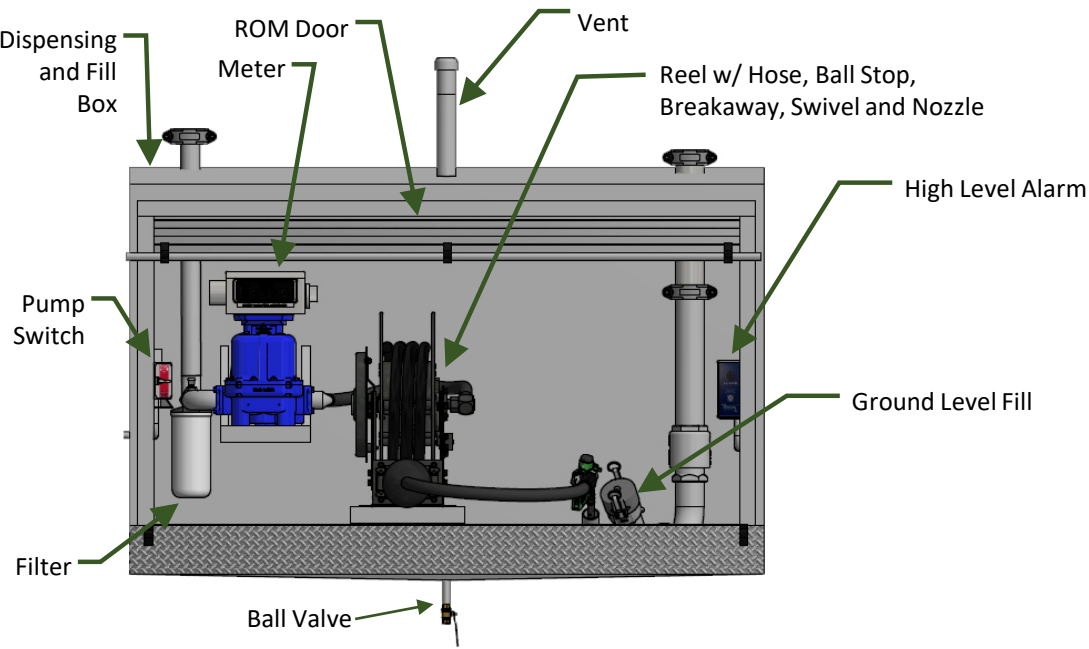
Lessens Liability



Adds Safety to Environment



Protects Equipment



Envirosafe is the only manufacturer allowed by Steel Tank Institute, to weld dispensing and fill boxes to tank head.



# Tough Weather Paint



**SHERWIN-WILLIAMS**



High Solids



Tropical Weathering Data Available



Fast Dry Times



Systems for Aggressive Environments



Low VOC



Colors Available



Direct to Metal (940 DTM) Polyaspartic Urethane

# Easy to Transport and Install



# Fuel Management Systems



Can you benefit from a Fuel Management System?

## WONDERBOX

### Features & Benefits:

- Single hose fueling point
- 4,000 Users & Vehicles | 10,000 transactions
- Handles any fluid with proper pulse meter
- Export data to Excel/Word | Standard PIN code access
- Secured groups: Driver ID, Vehicle ID, Key Fob
- Printer Receipt capable for USB units
- Tank level capacity
- Level probe capability
- Local Area Network, Wi-Fi capability and HDM SKYDRIVE™ (available)

## SUPERBOX

### Features & Benefits:

- Handles up to 5 fueling points (*available as 2-Hose or 5-Hose configuration*)
- 4,000 Users & Vehicles | 10,000 transactions
- Handles any fluid with proper pulse meter
- Export data to Excel/Word | Standard PIN code access
- Secured groups: Driver ID, Vehicle ID, Key Fob
- Printer Receipt capable for USB units
- Tank level capacity
- Level probe capability
- Local Area Network, Wi-Fi capability and HDM SKYDRIVE™ (available)



WONDERBOX



SUPERBOX

# Fuel Level Monitoring Systems

- Monitors and displays the fuel level stored.
- The level sensor utilizes a mechanical float to monitor the tank liquid level
- Electronically converts the fuel level to console.
- Up to 4 programmable liquid level alarm set points per tank
- Supports Email and SMS/Text Message alarm & status notifications.



# Bulk DEF Storage & Dispensing



Can you benefit from a DEF-PRO All In One™ System?



\*Image shows optional hose reel upgrade option

## SOUTHERN

The DEF-PRO All In One™ southern mini bulk DEF storage tank and dispensing system is a fully assembled out of the box system used for the safe storage and dispensing of Diesel Exhaust Fluid. ***This system is plug and play made easy.*** This system is a complete package.

### Specs:

- Hornet W85 Hybrid Pump with 20 ft. delivery hose and automatic nozzle
- Flow meter
- Suction hose in place
- Heavy Duty Aluminum Lockable Cabinets



## NORTHERN

The DEF-PRO All In One Northern mini bulk DEF storage tank and dispensing system is a must for anyone who's looking for a safe way to store and dispense DEF in regions of the country where temperatures often fall below freezing. This system is designed to safely store and dispense DEF, even in the coldest of climates.

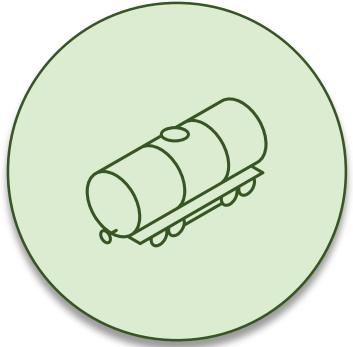
### Specs:

- Hornet W85 Hybrid Pump with 20 ft. delivery hose and automatic nozzle
- Liquid Level PS with LCD Display
- Flow meter
- Heavy Duty Aluminum Lockable Cabinets
- Tank Insulation
- Cabinet Heater

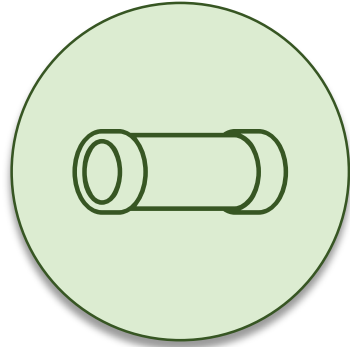
# Commercial Fleet System in Action!



Bare Tank



Parts



Contractor



Time

Money

Frustration



VS







Thank you!



# Agenda Item 6c

Update on Solid Waste Program  
Implementation



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

## MEMORANDUM

**DATE:** August 9, 2023  
**TO:** Board of Directors  
**FROM:** Don Bartz, General Manager  
By: Kim Sevy, HR & Solid Waste Manager/District Clerk  
**SUBJECT:** Update on Solid Waste Program Implementation

---

### STAFF RECOMMENDATION

None

### BACKGROUND

Staff will update the Board on Solid Waste Program Implementation.

### FISCAL IMPACT

None

### ATTACHMENT(S)

None

# Agenda Item 6d

Update on the Proposed Civic Center &  
Phelan Park Expansion Projects



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

## MEMORANDUM

**DATE:** August 23, 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)

Draft RFP for Civic Center  
Grading Plan  
Building Plan  
Park Diagram



# DRAFT

## REQUEST FOR PROPOSALS Construction Services

**Phelan Piñon Hills Community Services District (PPHCSD)  
Phelan Community Park – Phase 1, Civic Center  
Sheep Creek Road, Phelan, CA 93207  
August 24<sup>th</sup>, 2023**

### I. GENERAL PROVISIONS, TERMS AND CONDITIONS

A. **Introduction:** The Phelan Piñon Hills Community Services District - PPHCSD (“**District**”) is requesting proposals (“**Proposals**”) from select firms (“**Contractors**”) interested in providing construction services (“**Construction Services**”) as described in the scope of services attached hereto as **Appendix A** (“**Project**”). The District has hired Rider Levett Bucknall to assist as Project Manager for this procurement process.

B. **Contact:** Any questions, interpretations, or clarifications, either administrative or technical about this RFP must be requested in writing. The District will provide copies of all questions and the District’s responses to all Contractors. The deadline for submission of questions is stated in the Schedule of Events. Please direct all questions by email to:

Project Manager: Rider Levett Bucknall,  
**ATTN: Charlie Andrews**  
The Bloc, 700 South Flower Street, Suite 630  
Los Angeles, CA 90017  
(213) 548-0569  
[charlie.andrews@us.rlb.com](mailto:charlie.andrews@us.rlb.com)

Client Contact: Phelan Piñon Hills Community Services District  
**ATTN: George Cardenas**  
4176 Warbler Road  
Phelan, CA 92371  
(760) 868-1212 Ext. 319  
[GCardenas@pphcsd.org](mailto:GCardenas@pphcsd.org)

The District maintains a strict Request for Proposals (“RFP”) process. Upon issuance of this RFP and until the date of contract award, Contractors, and their representatives, including their employees, agents, partners, subcontractors, lobbyists or attorneys, will refrain from any direct or indirect contact with the District, employees, consultants and contractors (other than the designated Project Manager above) regarding this RFP. Any such attempt may be grounds for disqualification from this RFP. This policy is intended to create a level playing field for all Contractors, assure that Proposals are evaluated in a clear and transparent process, and protect the integrity of the selection process.

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**C. Project Information:**

1. Project History:

The District is interested in developing an expansion of Phelan Community Park for use of the community of the Phelan & Piñon Hills unincorporated areas. The new 14-acre park will host community events, district offices, and multiple sports venues. The project is being split into at least 4 phases, with the Civic Center as the first phase consisting of 5-acres of the project. This RFP is solely for this first phase.

2. Project Description:

Phase 1 of the Phelan Community Park Program primarily includes the construction of a new 14,034 SF Civic Center on the west side of the site. The scope of work in the first phase also includes extensive grading work on the 14-acre site as well as the surrounding landscape and parking areas for the Civic Center.

3. Schedule:

Phase 1 of the Phelan Community Park is intended to begin construction in the fourth quarter of 2023. See Appendix C for the anticipated schedule.

**D. Procurement Process:** The District has elected to use a two-step procurement approach for the first phase of the Phelan Community Park. The first phase consisted of a Request for Qualifications (RFQ) to allow the District to understand what parties are interested in providing construction services. The second step is this a formal Request for Proposals (RFP) that includes cost, schedule, and contractor team as well as the previous information detailed in the RFQ. The RFP will be hosted on Public Purchase.

A mandatory pre-bid conference will be hosted virtually on Microsoft Teams on the date listed in Section II – Schedule of events. The call in information can be found on Appendix H – Pre-Bid Meeting Information.

**E. Addenda:** The District may modify this RFP, any of its key actions, dates, or any of its attachments, prior to the date fixed for submission of Proposals by issuance of an addendum to all Contractors. Addenda will be numbered consecutively.

**F. Errors, Omissions and Exceptions:** If a Contractor discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it immediately shall notify the Project Manager of such error in writing and request a modification or clarification. Modifications will be made by addendum. Clarification will be given by written notice to all Contractors. Interpretation of this RFP shall be the responsibility of the District and that interpretation shall be final. The District reserves the right to remedy any error contained in this RFP.

If a Contractor fails to notify the Project Manager prior to the time and date fixed for submission of Proposals of an error in the RFP known to it, or that reasonably should have been known to it, it shall submit a Proposal at its own risk. If a Contractor is awarded the Construction Services, it shall not be entitled to additional compensation or time extension by reason of the error or its later correction.

If a Contractor takes exception to any part of this RFP, or any addenda subsequently issued, it must do so in writing. All exceptions must be submitted with the Proposals. Failure to do so will be construed as Contractor's acceptance of all terms of this RFP.

**G. Withdrawal, Cancellation or Rejection:** Contractor may withdraw a Proposal after its submission by written request, signed by the authorized representative of the firm, prior to the time and date specified for

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submission. Proposals may be withdrawn and resubmitted if done so before the submission deadline. Withdrawal or modification offered in any other manner will not be considered.

The District retains the right to cancel this RFP at any time. No obligation, either expressed or implied, exists on the part of the District to make an award or to pay any costs incurred in the preparation or submission of a proposal. Proposals, and any other supporting materials submitted to the Project Manager, will not be returned and will become the property of the District. The District reserves the right to make use of any information or ideas contained within a Proposal, unless portions of the Proposals are designated proprietary at the time of submittal and are requested to be returned.

The District may reject any or all Proposals and may waive any immaterial deviation in a proposal. The District's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Contractor from full compliance with the specifications if Contractor is awarded the Construction Services. Proposals referring to terms and conditions other than the District's terms and conditions may be rejected as being non-responsive.

The District may make investigations as deemed necessary to determine the ability of the Contractor to perform the Construction Services, and, if requested by the District, the Contractor shall furnish all such information and data for this purpose. The District reserves the right to reject any Proposals if the evidence submitted by, or investigation of, such Contractor fails to satisfy the District that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the Construction Services as specified.

H. **Confidentiality:** If a Proposal is accepted, the Contractor shall not issue any news releases or other statements pertaining to the award or the Agreement which state or imply the District's endorsement of Contractor's services until approved by the the District in writing.

I. **Authorized Signatures:** All Proposals must be signed by an individual authorized to bind the Contractor to the provisions of the RFP.

J. **Incurred Costs:** The District is not obligated to pay any costs incurred by Contractor in the preparation of a Statement in response to this RFP. Contractors agree that all costs incurred in developing a Proposal are the Contractor's responsibility.

K. **Assistance to Contractors with a Disability:** Contractors with a disability may request accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Project Manager no later than ten (10) days prior to the Deadline for Proposals.

L. **Public Records Act:** All Proposals and other material submitted become the property of The District and are subject to release according to the California Public Records Act (Government Code §6250). All Proposal information, including cost information, will be held in confidence during the evaluation and negotiation process. Thereafter, Proposals are subject to becoming a non-exempt public record. If a Contractor believes that any portion of its Proposal is exempt from public disclosure, it must indicate the specific portions believed to be confidential and not subject to disclosure on Attachment I - Public Records Act Exemptions. The Contractor also must include a brief description that sets out the reasons for exemption from disclosure. Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that do not meet the requirements of this section will not be considered. The District will use reasonable means to ensure that such information is safeguarded but will not be held liable for inadvertent disclosure of the information. Proposals marked "Confidential" in their entirety will not be honored, and The District might not deny public disclosure of any portion of Proposals so marked. By submitting a Proposal with portions



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identified in Attachment I as “Confidential,” Contractor represents that it has a good faith belief that such portions are exempt from disclosure under the Public Records Act. Contractor may be requested to obtain legal protection from disclosure should a Public Records Act request be received. In the event The District does not disclose the information marked “Confidential,” Contractor agrees to reimburse The District for, and to indemnify, defend (with counsel approved by District) and hold harmless The District, its officers, employees, agents, and volunteers from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses, including without limitation, attorneys’ fees, expenses and court costs of any nature arising from or relating to The District’s non-disclosure of any such designated portions of a Proposal.

**M. Iran Contracting Act of 2010:** In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Proposal is submitted, the Contractor signing the Proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable. Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of an existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Contractor agrees that signing the Proposal shall constitute signature of this Certification.

**N. Disclosure of Criminal and Civil Proceedings:** The District reserves the right to request the information described herein from the Contractor selected for Contract award. Failure to provide the information may result in a disqualification from the selection process and no award of Contract to the Contractor. The District also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Contractor may also be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of Contract. The selected Contractor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm’s business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail. In addition, the selected Contractor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. “Legal proceedings” means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail. For purposes of this provision “key employees” includes any individuals providing direct service to the District. “Key employees” do not include clerical personnel providing service at the firm’s offices or locations.

**O. Unsatisfactory Performance:** Contractor affirms that it has no record of unsatisfactory performance with The District in the twenty-four (24) month period immediately preceding the date of issuance of this RFP.

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P. **Final Authority:** The final authority to award a contract(s) as a result of this procurement process rests solely with the District Board of Directors, or as delegated by the Board of Directors.

**II. SCHEDULE OF EVENTS:**

A. <del>Issue RFP, RFP Document available</del>	<del>8/24/2023</del>
B. <del>Mandatory Pre-Bid Conference (Virtual)</del>	<del>8/31/2023</del>
C. <del>Last Date to Submit Questions to RLB</del>	<del>9/21/2023</del>
D. <del>Questions answered in an addendum</del>	<del>9/25/2023</del>
E. <b>Proposals Due 5:00 PM</b>	<b>9/28/2023</b>
F. <del>Bid Opening</del>	<del>9/29/2023</del>
G. Tentative Board Approval of Contract	Early October

**III. SCOPE OF SERVICES:** The scope of services is detailed in **Exhibit A** and the Agreement and may reference a link to downloadable documents. The District will provide as much detail as is available for Contractors' consideration.

**IV. PROPOSALS INSTRUCTIONS**

A. **General:** All interested and qualified Contractors are invited to submit a Proposal for consideration. Submission of a Proposal indicates that the Contractor has read and understands the entire RFP, including all appendixes, attachments, exhibits, schedules, and addenda (as applicable) and that all concerns regarding the RFP have been resolved.

B. **Format:** To be considered responsive to this RFP, Contractors must submit Proposals in the format identified in this section. All requirements and questions in the RFP must be addressed and all requested data must be supplied. The District reserves the right to request additional information that in the District's opinion is necessary to assure that the Contractor's competence, number of qualified employees, business organization and financial resources are adequate to perform according to the Agreement. The Proposals must address all requirements of the RFP even if a "no response" is appropriate.

C. **Delivery:** All Proposals shall be submitted to The District by the designated date and time. **LATE PROPOSALS WILL BE REJECTED.** All proposals shall be delivered via hard copy to the District **and** on the electronic procurement system (Public Purchase). The District requires (3) copies of the proposals with Appendix D signed and sealed in a separate envelope. System-related issues and questions on Public Purchase shall be directed to the project manager contact identified in Section I, Paragraph B. The Contractor acknowledges that its electronic signature is legally binding.

D. **Bid Security:** All Proposals for construction work shall be presented under sealed cover and shall be accompanied by Contractor's security in the form of either cash, a cashier's check made payable to the District, a certified check made payable to the District, or a Contractor's bond executed by an admitted surety insurer made payable to the District. Upon an award to the bidder, the security of an unsuccessful Contractor shall be returned in a reasonable period time, but in no event shall that security be held by the District beyond 60 days from the time the award is made.

E. **Content:** The District strongly encourages Contractors to assemble Proposals that provide a concise, complete, and clear statement of capabilities to satisfy the RFP requirements. Decorative bindings, elaborate displays, promotional materials, excessive pages etc., are not necessary or desired. Proposals shall

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adhere to the following format for organization and content and must be divided into the individual sections listed below, indexed, and tabbed.

1. Cover Letter: Include a general statement of intent to perform the Construction Services and confirm that all elements of the RFP have been reviewed and understood. Include a summary of qualifications and willingness to enter into a contract under the prescribed terms and conditions, along with the name, email and phone number of the individual to contact regarding the Proposals. The cover letter must be signed by an individual who can contractually bind the Contractor, and prefer it not exceed 1-2 pages.
2. Table of Contents
3. Statement of Certification  
Include the following on Attachment B:
  - a. A statement that the offer made in the Proposal is firm and binding for nine (9) months from the Deadline for Proposals.
  - b. A statement that all aspects of the Proposal, including cost, have been determined independently, without consultation with any other Contractor (competitor) for the purpose of restricting competition.
  - c. A statement that all declarations in the Proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the District to pursue any remedy by law.
  - d. A statement that the Contractor agrees that all aspects of the RFP and the Proposal submitted shall be binding if the Proposal is selected and a Contract awarded.
  - e. A statement that the Contractor agrees to provide the District with any other information the District determines is necessary for an accurate determination of the Contractor's ability to perform the Services as proposed.
  - f. A statement that the Contractor, if selected will comply with all applicable rules, laws and regulations.
  - g. A statement that the Contractor has reviewed the RFP and General Contract Terms in their entirety and have no exceptions to any requirements, terms or conditions, except as noted in Attachment H.
4. Firm Experience: Provide information related to Contractor's experience and capability to perform the Construction Services for this Project. Include detailed information for at least three (3) projects of similar scope, scale, budget, and complexity for which Contractor served as General Contractor/Construction Manager-at-Risk. Highlight experience with projects involving building additions with ongoing operations. Include the following information:
  - a. Have you ever failed to complete any work awarded to your firm? If so where, when, and why?
  - b. Have you ever filed bankruptcy? If so, state details on a separate sheet.
  - c. Have you ever been cited for violation of Cal-OSHA regulation? If so, state on a separate sheet where, when, why, and whether they were a minor or major violation.
  - d. Have you ever had a lien filed against you? Have you ever had to obtain a lien against someone? If so, please provide details.
  - e. Please provide a copy of your Contractor Liability Insurance listing the District as an additionally insured for \$1,000,000.

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- f. Please provide a copy of your Contractor's Bond.
  - g. Is company currently involved in a lawsuit, and has company been sued? If so, provide details, what was the complaint and what was the outcome.
  - h. Has the company ever been denied General Liability Insurance?
  - i. Does the company have any open complaints to the CSLB?
  - j. Does the company have any closed complaints with the CSLB?
  - k. Has the company ever been declined renewal on their General Liability insurance policy?
5. Organizational Chart describing how Contractor will staff the Project, include concise resumes of key personnel who would have direct Project responsibilities. Focus on relevant skillsets.
  6. References: Provide a list of professional references, with current contact information. Minimum (3).
  7. Safety: Describe your approach to onsite and fabrication safety. Include safety performance record and injury frequency rates.
  8. Licenses, Permits, and/or Certifications: Provide copies of all licenses, permits and/or certifications in Appendix E.
  9. Project Team Organization Chart: Provide an organization chart illustrating the project team, and clearly show the organization of the team and the hierarchy of the members. It must include:
    - a. Organizational framework for the proposed project team.
    - b. Company name and staff name for each role identified in the chart.
    - c. Resumes of key personnel, including qualifications, education and project experience.
    - d. Provide a matrix of similar projects identifying which team members and/or subconsultants participated.
    - e. Provide examples of similar project experience, including size, nature and year completed.
  10. Work Plan and Schedule: Include the following:
    - a. Summary of management/work plan for this Project.
    - b. Construction schedule
  11. Cost: Complete proposed pricing sheet on Appendix D and enclose it in a separately sealed and labeled envelope to be submitted as part of the Proposal. The contract price is anticipated to be in the form of a **Guaranteed Maximum Price (GMP)** rather than fixed price/lump sum/stipulated sum. This is to allow the District greater cost control and certainty during the course of construction.

## V. EVALUATION

Proposals will be opened by the District and Project Manager after the submission deadline. All proposals satisfying the requirements of this RFP will be evaluated to establish which of the Contractors' proposal best meets the needs of the District. The lowest responsible and responsive Proposal shall be the selected Contractor for which the District anticipates entering into a contract with. This Request for Proposals, however, does not commit the District to award a contract. The District reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified Contractors, or to cancel this Request for Proposals, if it is in the best interests of the District to do so.

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After selection of a Contractor the schedule shall include a period of collaboration between the District and Contractor to better define, elaborate upon, and fix the Contractor's exact and final scope of work. The final scope of work will be defined by editing, redlining, or adding superseding documents or drawings to the proposed scope of work. Once contracted, the Contractor warrants to the District that the scope of work reflected therein can be completed by the Contractor for the amount of the compensation set forth.

**VI. NEGOTIATIONS AND NOTICE OF INTENT TO AWARD**

The District may require the potential Contractor(s) selected to participate in negotiations. This may include cost, technical, or other clarifications needed to make a decision.

- A. Contract Negotiation: After selection, negotiations may be conducted with the Contractor(s) of the highest-ranked Proposal(s). Negotiations, if held, shall be within the scope of work in the request for Proposals. If the contract negotiations take place in San Bernardino County, California, the Contractor will be responsible for its travel and per diem expenses of its personnel.
  
- B. Failure to Negotiate: If the selected Contractor:
  - 1. Fails to provide the information required to begin negotiations in a timely manner; or
  - 2. Fails to negotiate in good faith; or
  - 3. Indicates it cannot perform the Contract within the budgeted funds available for the services; or
  - 4. If the Contractor and the District, after a good faith effort, simply cannot come to terms; Then the District may terminate negotiations with the Contractor initially selected and commence negotiations with the next highest ranked Contractor.
  
- C. Notice of Intent to Award (NOIA): After the completion of Contract negotiations a written or electronic Notice of Intent to Award (NOIA) and denial letters (or a copy of the NOIA) will be issued to all Contractors. The issuance date of the NOIA is the date the NOIA was delivered by email or into the care of the United States Postal Service for deliver to the Contractor.
  
- D. Award: A Contract will be awarded based on a competitive selection of Proposals received. The contents of the Proposal of the successful Contractor will become contractual obligations and failure to accept these obligations in a Contract may result in cancellation of the award.

**VII. APPEAL AND AWARD**

In the event a dispute arises concerning the Proposal process prior to the award of the Contract, the Contractor raising the dispute shall submit a request for resolution in writing to the Project Manager. Contractor may appeal the recommended award or denial of award (Protest), provided the Protest:

- 1. Is submitted in writing; and
- 2. Is submitted within ten (10) calendar days of the issuance date of the notice of intent to award.

A Protest can only be brought on the following grounds:

- 1. Failure of the District to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.

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2. Violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. Violation of State or Federal law.

Protests will not be accepted for any other reasons than those stated above. All Protests must be sent to the Project Manager contact. Upon receipt of the formal Protest, the District, or his/her designee, will attempt to resolve the Protest. A Protest shall be disallowed when, in the judgment of the Project Manager it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the Contractor advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

The Project Manager shall make a decision concerning the appeal, and notify the Contractor submitting the Protest, within a reasonable timeframe prior to the tentatively scheduled date for awarding the Contract. The decision of the Project Manager shall be deemed final.

A Contractor protesting the results of any of the processes described herein must follow the procedures set forth. By submitting a "Letter of Intent to Protest", the Contractor has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this Proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Contractor under this RFP. Upon exhaustion of this remedy no additional recourse is available.

**VIII. TERMS AND CONDITIONS**

See Appendix F for terms and conditions.

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**Appendix A – Scope of Services**

The Contractor shall manage the Project construction and shall perform all other acts and supply all other items necessary to fully and properly perform and complete the work defined in this RFP including:

- 1) Provide all construction supervision, coordination, inspection, labor, materials, tools, construction equipment and subcontracted items necessary for the Project completion.
- 2) Establish procedures for submittals, requests for information, payment requests, change orders and other procedures. Maintain logs, files and other documentation.
- 3) Maintain and update the Master Schedule.
- 4) Conduct regular site progress meetings with the District and Design Team representatives, at least biweekly (a minimum of once every two weeks). Promptly produce and distribute minutes with 48 hours of all such meetings.
- 5) Coordinate the work of subcontractors and vendors. Provide regular and ongoing quality inspection, ensuring that the work complies with the contract documents and all applicable codes and regulations.
- 6) Establish a change order processing system. Any change orders shall be requested in writing and subject to the approval of the City.
- 7) Establish and implement a cost reporting system that tracks and reports status of Subcontractor, vendor and supplier payments, change orders, contingency and overall project budget status.
- 8) Report progress of the work and recommend such action as may be necessary to keep the project on schedule and within budget. Review all subcontractor requests for time extensions and make recommendations to the City.
- 9) Establish a subcontractor payment process. Inspect the work to verify the status of work performed and materials stored, and certify all subcontractor payment requests. Use cost-loaded CPM schedule for calculating subcontractor payments. Verify compliance with prevailing wage rate requirements.
- 10) Provide comprehensive Monthly Payment reports, including cost status, quality control reports, submittal and potential change order status and status of outstanding issues.
- 11) Establish and maintain Quality Control (QC) program.
- 12) Provide training to the City's operational and maintenance staff. Prepare Operations and Maintenance Manuals and As-Built Documentation on marked up copies of the contract documents including drawings and specifications, as defined in the contract documents.
- 13) Upon completion of the project, provide the City with a Final Report and Final Project Budget Reconciliation.
- 14) Prior to completion of the one year warranty period conduct a review of the project with the City and the Design Team to identify any issues that are covered by the warranty and in need of correction, repair, or replacement.

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**Appendix B – Project Documents**

Drawing Packages:

- PPHCSD-Civic Center\_Delta 4\_ 2-14-23
- Phelan Civic Center - 100% Landscape CD Set - 11-12-2021
- PPHCSD Civic Center Electrical Set 12-20-2022
- PPHCSD00000002 SHEEP CREEK ROAD STREET IMPROVEMENT PLANS\_12.20.22\_Signed
- Audio Visual documents (to come)
- Interior Design documents (to come)



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**Appendix C – Project Schedule**





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Construction Services

Phelan Piñon Hills Community Services District (PPHCSD)  
Phelan Community Park – Phase 1, Civic Center  
August 24<sup>th</sup>, 2023

**Appendix F – Terms and Conditions**

**II. TERMS AND CONDITIONS**

The selected Contractor will be required to enter into a formal Contract with the District. This RFP sets forth some of the general provisions which will be included in the final Contract. In submitting a response to this RFP, Contractor will be deemed to have agreed to each clause unless the Proposal identifies an objection and the District agrees to a change of language in writing. All objections to any Terms and Conditions must be listed on Attachment H – Exceptions to RFP, or any exception thereto shall be waived.

**A. General**

**1. Contract Amendments**

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and District.

**2. Contract Exclusivity**

This is not an exclusive Contract. The District reserves the right to enter into a Contract with other Contractors for the same or similar Services. The District does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

**3. Attorney Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under the Indemnification and Insurance Requirements.

**4. Background Checks for Contractor Personnel**

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide services to the District; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the District and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the District, Contractor shall provide the results of the background check of each individual to the District. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the District's hiring criteria, in the District's sole discretion, shall not be assigned to work on District property or Services, and District shall have the right, at its sole option, to refuse access to any Contract personnel to any District facility.

**5. Change of Address**

Contractor shall notify the District in writing of any change in mailing address within ten (10) business days of the change.

**6. Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

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**7. Compliance with District Policy**

In performing the Services and while at any District facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the District regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the District; and (d) abide by all laws applicable to the District facilities and the provision of the Services, and all additions and modifications to each of subsections (b),(c), and (d) (collectively, "District Policies"). District Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a District facility, electronic posting, or other means generally used by District to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of District Policies to Contractor personnel to the extent necessary and appropriate.

District shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by District in order to exercise any right of access under this Contract.

**8. Confidentiality**

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

**9. Primary Point of Contact**

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to District inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the District. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

**10. District Representative**

The General Manager or his/her designee shall represent the District in all matters pertaining to the Services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. Any amendments to this Contract outside of the purview of the General Manager must be approved by the Board of Directors.

**11. Damage to District Property**

Contractor shall repair, or cause to be repaired, at its own cost, all damage to District vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the District may make any necessary repairs. For such repairs, the Contractor, shall repay all costs incurred by the District, by cash payment upon demand or District may deduct such costs from any amounts due to the Contractor from the District, as determined at District's sole discretion.

**12. Debarment and Suspension**

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The Contractor certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

**13. Drug and Alcohol-Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, Contractor agrees that the Contractor and the Contractor's employees, while performing service for, on District property, or while using District equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- c. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Contractor shall inform all employees that are performing service for the District on District property, or using District equipment, of the District's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the District.

The District may terminate for default or breach of this Contract and any other Contract the Contractor has with the District, if the Contractor or Contractor's employees are determined by the District not to be in compliance with above.

**14. Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

**15. Employment Discrimination**

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**16. Environmental Requirements**

Not Used.

**17. Improper Influence**

Contractor shall make all reasonable efforts to ensure that no District officer or employee, whose position in the District enables him/her to influence any award of this contract or any competing offer, shall have any direct or

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indirect financial interest resulting from the award of this Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

**18. Improper Consideration**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the District in an attempt to secure favorable treatment regarding this Contract.

The District, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the District with respect to the Proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a District officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the District Office. In the event of a termination under this provision, the District is entitled to pursue any available legal remedies.

**19. Informal Dispute Resolution**

In the event the District determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**20. Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**21. Licenses, Permits, and/or Certifications**

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits, and/or certifications in effect for the duration of this Contract. Contractor will notify District immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain required licenses, permits, and certifications may result in immediate termination of this Contract.

**22. Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, the District determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the District, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the District is entitled to pursue any available legal remedies.

**23. Mutual Covenants**

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

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**24. Nondisclosure**

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the District to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

**25. Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**26. The Ownership of Documents**

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the District upon payment for services (and product, if applicable). All such items shall be delivered to District at the completion of work under the Contract. Unless otherwise directed by District, Contractor may retain copies of such items.

**27. Air, Water Pollution Control, Safety and Health**

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

**28. Relationship of the Parties**

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the District. Any provision of this Contract that may appear to give the District any right to direct the Contractor concerning the details of performing the services/Scope of Work, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the District concerning the end results of the performance.

**29. Release of Information**

No news releases, advertisements, public announcements or photographs arising out of this the Contract or Contractor's relationship with District may be made or used without prior written approval of the District.

**30. Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

**31. Subcontracting**

Contractor agrees not to enter into any subcontracting Contracts for work contemplated under the Contract without first obtaining written approval from the District. Any subcontractor shall be subject to the same terms



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and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's contract.

Contractor shall obtain District's written consent, which District may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to District. At District's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the District, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to District for its subcontractors and shall indemnify District for the actions or omissions of its subcontractors under the terms and conditions specified in Paragraph B of this Appendix F. All approved subcontractors shall be subject to the provision of this contract applicable to Contractor Personnel, including removal pursuant to subsection A.5 of this Appendix F.

For any subcontractor, Contractor shall:

- 34.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 34.2 Ensure that the subcontractor follows District's reporting formats and procedures as specified by District.
- 34.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Articles B. Contractor Responsibilities and C. General Contract Requirements .

Upon expiration or termination of this Contract for any reason, District will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with District.

### **32. Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or District, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and District further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for District.

### **33. Termination for Convenience**

The District and the Contractor each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to District and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

### **34. Time of the Essence**

Time is of the essence in performance of this Contract and of each of its provisions.

### **35. Venue**

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to

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this Contract will be the Superior Court of California, San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

**36. Successors and Assigns**

This Contract shall be binding upon District and Contractor and their respective successors and assigns.

Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Contractor without the prior written consent and approval of District.

Death or Incapacity: If the Contractor transacts business as an individual, his/her death or incapacity shall automatically terminate this Contract as of the date of such event, and neither he/she nor his/her estate shall have any further right to perform hereunder, and District shall pay him/her or his/her estate the compensation payable under Article F, Fiscal Provisions, for any services rendered prior to such termination not heretofore paid, reduced by the amount of additional costs which will be incurred by District by reason of such termination. If there be more than one Contractor and any one of them die or become incapacitated and the others continue to render the services covered herein, District will make payment to those continuing as though there had been no such death or incapacity and District will not be obliged to take any account of the person who died or became incapacitated or to make any payments to such person or his estate. The provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as Contractor herein, and if death or incapacity befalls the last one of such group before this Contract is fully performed, then the rights shall be as if there had been only one Contractor.

**37. Copyright**

District shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the District as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of District. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with the District prior to publication.

**38. Artwork, Proofs, and Negatives**

All artwork, proofs and/or negatives in either print or digital format for this product are the property of the District. These items must be returned to the District within ten (10) calendar days, upon written notification to the Contractor. In the event Contractor fails to return the documents, the District is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

**39. Fiscal Provisions**

- a. The maximum amount of reimbursement/payment under this Contract shall be subject to availability of funds to the District. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's Services and expenses incurred in the performance hereof, including travel and per diem.

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- b. Contractor shall provide District itemized monthly invoices, in arrears, and in a format acceptable to the District for Services performed under this Contract within twenty (20) days of the end of the previous month. The District shall make payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute.
- c. Contractor shall accept all payments from District via check to the Contractor's requested address.
- d. District is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The District shall only pay for any State or local sales or use taxes on the Services rendered or equipment and/or parts supplied to the District pursuant to the Contract.
- e. Costs for Services under the terms of this Contract shall be incurred during the Contract period except as approved by District. Contractor shall not use current year funds to pay prior or future year obligations.

**40. Prevailing Wage Laws**

By its execution of this Contract, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work." If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws.

**41. Errors, Omissions and/or Conflicts**

Contractor shall be responsible for the integrity of all design and research studies prepared or approved by the Contractor and should District suffer damages due to errors, omissions, and/or conflicts within such documents, the Contractor shall be responsible to District for costs of all such damages.

**42. Conflict of Interest**

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the District. Contractor shall make a reasonable effort to prevent officers, employees, subcontractors, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the District determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the District and such conflict may constitute grounds for termination

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of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

Contractor acknowledges and agrees that it will not submit a bid, or enter into an agreement with a third party, for the construction of the Project. Contractor agrees not to affiliate with, or receive financial consideration from, any third party in connection with this Project, except as specifically authorized under this Contract.

Contractor understands per the attached Conflict of Interest and Political Reform Act Obligations (Attachment L) that the Director of Project and Facilities Management Department has determined Contractor meets Disclosure Determination number 2 and that disclosure is required.

## **B. Indemnification and Insurance Requirements**

### **1. Indemnification**

**“Contractor shall defend and indemnify the District for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. This Agreement incorporates by reference the provisions of Civil Code section 2782.8, including, but not limited to, the provisions that concern the duty and cost to defend the District.”**

Contractor agrees to indemnify, defend (with counsel reasonably approved by District) and hold harmless the District and its authorized officers, employees, agents and volunteers (Indemnitees) from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the District on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The Contractor indemnification obligation applies to the District's "active" as well as "passive" negligence but does not apply to the District's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

### **Additional Insured**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the District and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for the District to vicarious liability but shall allow coverage for the District to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

### **Waiver of Subrogation Rights**

The Contractor shall require the carriers of the required coverages to waive all rights of subrogation against the District, its officers, employees, agents, volunteers, Contractors, and Subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the District.

### **Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self- insurance programs carried or administered by the District.

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**Severability of Interests**

Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the Contractor and District or between the District and any other insured or additional insured under the policy.

**Proof of Coverage**

Contractor shall furnish Certificates of Insurance to the District Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of Services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of Services hereunder until the completion of such Services. Within fifteen (15) days of the commencement of this Contract, Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A-VII”.

**Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**Failure to Procure Coverage**

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the District has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the District will be promptly reimbursed by the Contractor or District payments to the Contractor(s)/Applicant(s) will be reduced to pay for District purchased insurance.

**Insurance Review**

Insurance requirements are subject to periodic review by the District. The General Manager or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever it is determined that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of the District. In addition, if it is determined that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the General Manager or designee is authorized, but not required, to change the these insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the District, inflation, or any other item reasonably related to the District’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the District to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the District.

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## 2. Insurance Specifications

Contractor agrees to provide insurance set forth in accordance with the requirements herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

### Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with two hundred and fifty thousand dollar (\$250,000) limits, covering all persons, including volunteers, providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to District that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the District.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

### Commercial/General Liability Insurance

Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations)
- d. Explosion, collapse and underground hazards.
- e. Personal Injury
- f. Contractual liability
- g. \$2,000,000 general aggregate limit

### Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If Contractor is transporting one or more non-employee passengers in performance of Services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

### Umbrella Liability Insurance

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An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

**Professional Services Requirements**

**Professional Liability** – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

**C. Right to Monitor and Audit**

**1. Right to Monitor**

The District, State and Federal governments shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have the absolute right to monitor the performance of Contractor in the delivery of Services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the District in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by the District. Contractor shall repay to District within thirty (30) days of receipt of audit findings any reimbursements made by District to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.

**2. Records**

Contractor shall maintain all records and books pertaining to the delivery of Services under this Contract and demonstrate accountability for Contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of Contract.

All records relating to the Contractor’s personnel, Contractors, Subcontractors, Service/Scope of Work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

All records pertaining to Services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by District representatives for a period of three years after final payment under the Agreement or until all pending District, State and Federal audits are completed, whichever is later.

**D. Correction of Performance Deficiencies**

1. In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level of performance under this Contract, Contractor shall notify the District within one (1) working day, in writing and by telephone.
2. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract.
3. Contractor’s Primary Contact and District Representative shall attempt in good faith to promptly resolve any dispute, controversy or claim arising out of this Contract. If these representatives are unable to resolve a dispute, controversy or claim within ten (10) days

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after the initial request for a meeting, then the dispute shall be submitted to an executive-level performance review.

If the Primary Contact and District Representative are not successful in resolving the dispute, negotiations shall be conducted by the Board of Directors, or designee, and the highest level executive for Contractor. If these representatives are unable to resolve the dispute within ten (10) days after the representatives have commenced negotiations, or 20 days have passed since the initial request for negotiations at this level, the Parties may agree in writing to submit the dispute to mediation.

4. In the event of a non-cured breach, District may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract.
  - a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of District;
  - b. Withhold funds pending duration of the breach;
  - c. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery;
  - d. Offset against any monies billed by Contractor but yet unpaid by the District;
  - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the District may proceed with the work in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
5. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.



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**Appendix G – Exceptions to RFP**

	RFP Section #/Page #	<u>Exception</u> Describe the nature of the Exception	Explanation of this this is an issue	Proposed Alternative Language
1				
2				
3				
4				

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## **Appendix H – Pre-Bid Conference**

The pre-bid conference will be held virtually on ~~Thursday, August 31<sup>st</sup> at 10:00 AM PST~~ via Microsoft Teams. See link below for meeting information.

[Click here to join the meeting](#)

Meeting ID: 211 664 863 793

Passcode: Hn6ok9

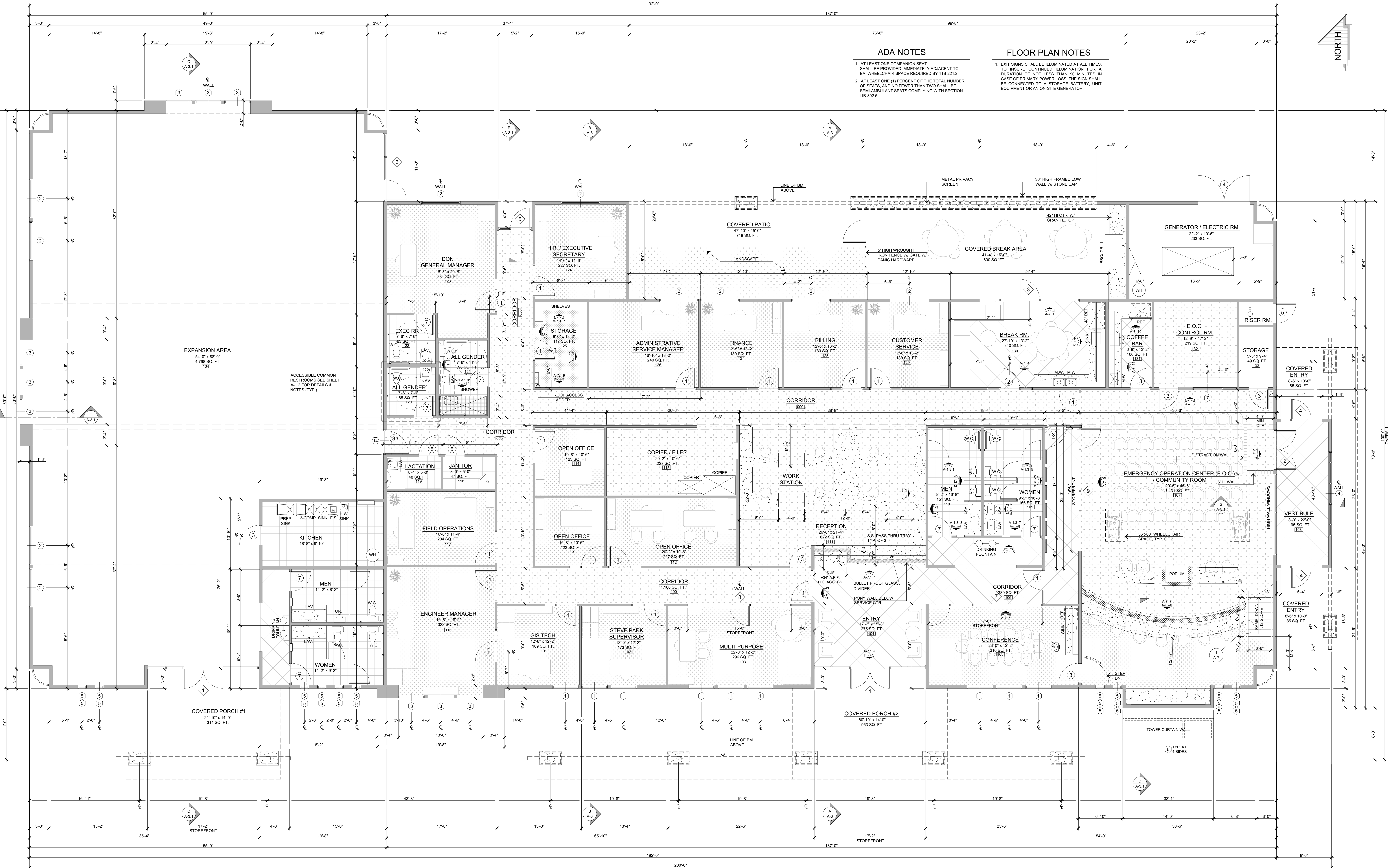
### **Agenda:**

- Meeting Sign-in Sheet
- Date, Time, and Place of Bid Opening
  - Bids shall be in a sealed envelope with the name of Contractor, Contractor License Number, project name, date/time of bid opening, on the outside of sealed envelope.
  - No bids will be accepted after bid time is called.
- Review document: Common Bidding Mistakes
- 5% bid bond or a cashier's check must accompany the bid.
- Bid bond or cashiers check must be made payable to the Owner.
- Requirement to discuss any conflict between the plans and specifications and /or the project requirements/site conditions with the Design Professional prior to the bid but no later than five (5) days prior to the bid date.
- Contractor's responsibility to visit project site and review contract documents before bidding project.
- Plan issue date
- List of contacts
- Addenda
- Separate work items and/or contracts
- Scope of work
- Site conditions
  - Parking (restrictions or unrestricted)
  - Material storage requirements
  - Access to building/site
  - Use of facilities/site (restricted or unrestricted)
  - Protection of facilities and Equipment
  - Working on site (noise, safety requirements, hours etc.)
- Schedule for completion
- Site/facility walk through
- Nothing stated at the conference will change the project documents unless a subsequent addendum is issued.
- Recap and questions

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**Appendix I – General Conditions**



**ADA NOTES**

1. AT LEAST ONE COMPANION SEAT SHALL BE PROVIDED IMMEDIATELY ADJACENT TO EA. WHEELCHAIR SPACE REQUIRED BY 118-221.2
2. AT LEAST ONE (1) PERCENT OF THE TOTAL NUMBER OF SEATS, AND NO FEWER THAN TWO SHALL BE SEMI-AMBUANT SEATS COMPLYING WITH SECTION 118-802.5

**FLOOR PLAN NOTES**

1. EXIT SIGNS SHALL BE ILLUMINATED AT ALL TIMES. TO INSURE CONTINUED ILLUMINATION FOR A DURATION OF NOT LESS THAN 90 MINUTES IN CASE OF PRIMARY POWER LOSS, THE SIGN SHALL BE CONNECTED TO A STORAGE BATTERY, UNIT EQUIPMENT OR AN ON-SITE GENERATOR.

CIVIC CENTER FLOOR PLAN - 14,034 SQ. FT.  
SCALE: 3/16" = 1'-0"

**SYMBOL LEGEND**

SYMBOL	DESCRIPTION
#	DENOTES DOOR NUMBER/ STOREFRONT SEE DOOR SCHEDULE SHEET A-6
#	REFERS TO WINDOW SCHEDULE SEE SHEET A-6
#	PAGE NUMBER (A-7)
A-X	NUMBER OF INTERIOR ELEVATION (1)
A-X	VIEW DIRECTION OF INTERIOR ELEVATION
X	SECTION NUMBER REFERENCE
X	SECTION PAGE NUMBER REFERENCE

**AREA TABULATIONS**

100	CORRIDORS	= 1,131 SQ. FT.	113	OPEN OFFICE	= 123 SQ. FT.	126	ADMIN. SERVICE MANAGER	= 240 SQ. FT.	GENERATOR/ ELECT. RM.	= 233 SQ. FT.
101	GIS TECH	= 169 SQ. FT.	114	OPEN OFFICE	= 123 SQ. FT.	127	FINANCE	= 180 SQ. FT.	COVERED PORCH #1	= 314 SQ. FT.
102	STEVE PARK SUPERVISOR	= 173 SQ. FT.	115	COPIER/ FILES	= 227 SQ. FT.	128	BILLING	= 180 SQ. FT.	COVERED PORCH #2	= 963 SQ. FT.
103	MULTI-PURPOSE	= 296 SQ. FT.	116	ENGINEER MANAGER	= 323 SQ. FT.	129	CUSTOMER SERVICE	= 180 SQ. FT.	COVERED PATIO	= 718 SQ. FT.
104	ENTRY	= 275 SQ. FT.	117	FIELD OPERATIONS	= 204 SQ. FT.	130	BREAK ROOM	= 340 SQ. FT.	COVERED BREAK AREA	= 487 SQ. FT.
105	CONFERENCE	= 310 SQ. FT.	118	JANITOR	= 47 SQ. FT.	131	COFFEE BAR	= 100 SQ. FT.	GROSS BUILDING AREA	= 16,516 SQ. FT.
106	CORRIDOR	= 330 SQ. FT.	119	LACTATION	= 48 SQ. FT.	132	CONTROL RM.	= 182 SQ. FT.		
107	COMMUNITY ROOM	= 1,431 SQ. FT.	120	ALL GENDER R.R.	= 65 SQ. FT.	133	STORAGE	= 49 SQ. FT.		
108	VESTIBULE	= 195 SQ. FT.	121	ALL GENDER R.R.	= 98 SQ. FT.	134	EXPANSION AREA	= 4,230 SQ. FT.		
109	WOMEN'S RESTROOM	= 166 SQ. FT.	122	EXEC R.R.	= 63 SQ. FT.					
110	MEN'S RESTROOM	= 151 SQ. FT.	123	DON GENERAL MANAGER	= 331 SQ. FT.					
111	RECEPTION	= 622 SQ. FT.	124	H.R./ EXEC. SECRETARY	= 227 SQ. FT.					
112	OPEN OFFICE	= 227 SQ. FT.	125	STORAGE	= 117 SQ. FT.					
				NET BUILDING LIVABLE AREA	= 13,801 SQ. FT.					

**STEENO**  
DESIGN STUDIO INC.  
ARCHITECTURE • DESIGN • PLANNING  
11774 HESPERIA ROAD, SUITE B • HESPERIA, CA 92345  
PHONE (760) 244-5001 • FAX (760) 244-1948  
www.steenodesign.com

DATE FINISHED  
MAY 2022

REVISIONS

DEV. CODE 02/14/22  
BLDG. CODE 02/14/22  
BLDG. CODE 08/08/22  
ELECTRICAL 09/30/22  
MECHANICAL 09/30/22  
STRUCTURAL 01/24/2023

THESE PLANS SHALL COMPLY WITH THE CALIFORNIA BUILDING CODE AND MECHANICAL CODE AND SHALL BE IN ACCORDANCE WITH THE 2019 ENERGY STANDARDS.

THESE DOCUMENTS AND THE DESIGN AND SERVICES ARE THE SOLE PROPERTY OF STEENO DESIGN STUDIO INC. ANY USE, IN WHOLE OR IN PART FOR WHICH THEY WERE NOT PROVIDED SHALL BE UNLAWFUL.

LICENSED ARCHITECT  
THOMAS R. STEENO  
C-26448  
STATE OF CALIFORNIA  
EXPIRES 2/28/25

PROJECT: CIVIC CENTER BUILDING

**PHELAN PIÑON HILLS C.S.D.**

SITE ADDRESS:  
A.P.N. 3006-261-10  
9535 SHEEP CREEK ROAD  
PHELAN, CA 92379

CONTACT:  
DON BARTZ

JOB NO.  
COM20-L01/01

SHEET NAME:  
FLOOR PLAN

PAGE  
A-1

# PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT PHELAN, CALIFORNIA IN THE COUNTY OF SAN BERNARDINO

## CIVIC CENTER DEVELOPMENT PHASE I

### SHEEP CREEK ROAD/ WARBLER ROAD APN: 3066-261-10 & 3066-251-18

#### GRADING NOTES FOR COUNTY OF SAN BERNARDINO

1. ALL GRADING SHALL CONFORM TO THE LATEST CALIFORNIA BUILDING CODE (CBC) CHAPTERS 17, 18, APPENDIX J AND ALL APPLICABLE SECTIONS.
  2. A GRADING PERMIT SHALL BE OBTAINED PRIOR TO COMMENCEMENT OF ANY WORK ON THE SITE.
  3. ISSUANCE OF A GRADING PERMIT DOES NOT ELIMINATE THE NEED FOR PERMITS FROM OTHER REGULATORY AGENCIES WITH REGULATORY RESPONSIBILITIES FOR CONSTRUCTION ACTIVITIES ASSOCIATED WITH THE WORK AUTHORIZED IN THIS PLAN.
  4. ALL WORK UNDER THIS PERMIT SHALL BE LIMITED TO WORK WITHIN THE PROPERTY LINES. A SEPARATE CONSTRUCTION, EXCAVATION OR ENCROACHMENT PERMIT FROM THE DEPARTMENT OF PUBLIC WORKS MAY BE REQUIRED FOR ANY WORK WITHIN THE COUNTY RIGHT-OF-WAY.
  5. APPROVAL OF THESE PLANS DOES NOT AUTHORIZE ANY WORK OR GRADING TO BE PERFORMED UNTIL THE EFFECTIVE PROPERTY OWNER'S PERMISSION HAS BEEN OBTAINED AND VALID GRADING PERMIT HAS BEEN ISSUED.
  6. THIS PLAN IS FOR GRADING PURPOSES ONLY AND IS NOT TO BE USED FOR THE PURPOSE OF CONSTRUCTING ONSITE OR OFFSITE IMPROVEMENTS. ISSUANCE OF A PERMIT BASED ON THIS PLAN DOES NOT CONSTITUTE APPROVAL OF DRIVEWAY LOCATIONS OR SIZES, PARKING LOT STRUCTURAL SECTIONS OR LAYOUT, ADA-RELATED REQUIREMENTS, BUILDING LOCATIONS OR FOUNDATIONS, WALLS, CURBING, OFFSITE DRAINAGE FACILITIES OR OTHER ITEMS NOT RELATED DIRECTLY TO THE BASIC GRADING OPERATION. ONSITE IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE TO THE APPROVED BUILDING PERMIT PLANS. OFFSITE IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE TO PLANS APPROVED FOR THIS PURPOSE BY THE PUBLIC WORKS DEPARTMENT.
  7. MAXIMUM CUT AND FILL SLOPE = 2:1 (HORIZONTAL TO VERTICAL) AND MAXIMUM VERTICAL HEIGHT = 30 FEET, UNLESS AN APPROVED GEOTECHNICAL REPORT CAN JUSTIFY A STEEPER AND TALLER SLOPE.
  8. NO FILL SHALL BE PLACED ON EXISTING GROUND UNTIL THE GROUND HAS BEEN CLEARED OF WEEDS, DEBRIS, TOPSOIL AND OTHER DELETERIOUS MATERIAL. FILL SLOPES SHALL NOT HAVE LESS THAN 90% RELATIVE COMPACTION, OR AS RECOMMENDED ON THE APPROVED GEOTECHNICAL REPORT.
  9. IT IS THE GRADING CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ADEQUATE COMPACTION HAS BEEN ATTAINED ON THE ENTIRE GRADING SITE, INCLUDING FILL AREAS OUTSIDE THE BUILDING PADS AND ON ALL FILL SLOPES.
  11. UNLESS OTHERWISE RECOMMENDED IN AN APPROVED GEOTECHNICAL REPORT, OVER-EXCAVATION SHALL BE AT LEAST 24 INCHES MINIMUM BELOW THE BOTTOM OF FOOTINGS OR TO COMPETENT NATIVE SOL OR BEDROCK MATERIALS, WHICHEVER IS DEEPER, AS APPROVED BY THE PROJECT'S GEOTECHNICAL ENGINEER OR GEOLOGIST.
  12. EARTHWORK VOLUMES:  
CUT 38,200 (CY), FILL 30,560 (CY),  
TOTAL DISTURBED AREA 515,432 SF (11.8 ACRES)
  13. EARTHWORK QUANTITIES ARE SHOWN FOR GRADING PERMIT PURPOSES ONLY, AND SAN BERNARDINO COUNTY IS NOT RESPONSIBLE FOR THEIR ACCURACY. A COPY OF THE GRADING PERMIT AND APPROVED GRADING PLANS MUST BE IN THE POSSESSION OF A RESPONSIBLE PERSON AND AVAILABLE AT THE SITE AT ALL TIMES.
  15. ANY ONSITE RETAINING WALLS SHOWN ON THE GRADING PLANS THAT ARE OVER 4' IN HEIGHT, MEASURED FROM THE TOP OF WALL TO BOTTOM OF FOOTING, ARE FOR REFERENCE ONLY. RETAINING WALLS OVER 4' IN HEIGHT ARE NOT CHECKED, PERMITTED, OR INSPECTED PER THE GRADING PERMIT. A SEPARATE RETAINING WALL PERMIT IS REQUIRED FOR ALL RETAINING WALLS OVER 4' IN HEIGHT.
  16. ANY WALLS, FENCES, STRUCTURES AND/ OR APPURTENANCES ADJACENT TO THIS PROJECT ARE TO BE PROTECTED IN PLACE. IF GRADING OPERATIONS DAMAGE OR ADVERSELY AFFECT SAID ITEMS IN ANY WAY, THE CONTRACTOR AND/ OR DEVELOPER IS RESPONSIBLE FOR WORKING OUT AN ACCEPTABLE SOLUTION TO THE SATISFACTION OF THE AFFECTED PROPERTY OWNER(S).
  17. FOR SITES WITH PROTECTED SPECIES OR TREES, THE PROPOSED GRADING MAY BE SUBJECT TO A SEPARATE PERMIT.
  18. ADEQUATE FIRE ACCESS AROUND BUILDINGS (INCLUDING GARAGES) SHOULD BE PROVIDED AS APPROVED BY COUNTY FIRE.
  19. EXISTING DRAINAGE COURSES SHALL NOT BE OBSTRUCTED, ALTERED, OR DIVERTED WITHOUT PRIOR APPROVAL OF THE COUNTY OF SAN BERNARDINO, LAND DEVELOPMENT DIVISION. A STREAMBED ALTERATION AGREEMENT MAY ALSO BE REQUIRED FROM THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE.
  20. DRAINAGE EASEMENTS SHALL NOT BE OBSTRUCTED, ALTERED OR DIVERTED WITHOUT PRIOR APPROVAL OF THE COUNTY OF SAN BERNARDINO, LAND DEVELOPMENT DIVISION.
  21. SETBACKS AND BUILDING LOCATIONS SHOWN ON THIS PLAN ARE FOR REFERENCE ONLY AND MUST BE REVIEWED AND APPROVED UNDER SEPARATE BUILDING PERMIT.
  22. UTILITY AND SEPTIC IMPROVEMENTS SHOWN ON THIS PLAN ARE FOR REFERENCE ONLY AND MUST BE REVIEWED AND APPROVED UNDER A SEPARATE BUILDING PERMIT.
  23. ON PROJECTS DISTURBING ONE ACRE OR MORE, THE FOLLOWING NOTE MUST BE ADDED: A NOTICE OF INTENT (NOI) HAS BEEN FILED WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) AND A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) HAS BEEN OR WILL BE PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF CALIFORNIA GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY (PERMIT NO. CAS000002) FOR ALL OPERATIONS ASSOCIATED WITH THESE PLANS. THE PERMITTEE SHALL KEEP A COPY OF THE SWPPP ON SITE AND AVAILABLE FOR REVIEW BY COUNTY.
  24. IN CONJUNCTION WITH THE CALIFORNIA GENERAL PERMIT FOR PROPOSED DISTURBANCE OVER ONE ACRE, AN ACTIVE WASTEWATER DISCHARGE ID # (WQID) MUST BE INCLUDED ON THE FINAL GRADING PLAN.
  25. FOR ENGINEERED GRADING, A FINAL GRADING CERTIFICATION WILL BE COLLECTED BY THE BUILDING INSPECTOR AT THE FINAL BUILDING INSPECTION OR PRIOR A GRADING FINAL STATUS ON THE PERMIT. THE FINAL GRADING CERTIFICATION IS TO BE COMPLETED BY THE ENGINEER OF RECORD ON THE APPROVED GRADING PLANS.
  26. ALL FLOOD ZONE REQUIREMENTS MUST BE REFLECTED OR ACCOUNTED FOR ON THE GRADING PLANS. ELEVATIONS OR CONSTRUCTION NOTES MUST BE INCLUDED IN THE PLANS TO ENSURE COMPLIANCE WITH ALL APPLICABLE FIRST FLOOR ELEVATION REQUIREMENTS PER FEMA AND SAN BERNARDINO COUNTY DEVELOPMENT CODE GUIDELINES.
  27. PROPOSED STARTING DATE: MAY, 2023
  28. PROPOSED COMPLETION DATE: MAY, 2024
- NOTE:  
ADDITIONAL REQUIREMENTS MAY BE APPLICABLE, AS DETERMINED BY THE BUILDING OFFICIAL.

#### LEGEND

	GRADING LIMITS (G-0 SHEET)		WATER METER
	PARENTHESES INDICATE 'EXISTING'		REDUCER
	INDICATES EXISTING GROUND ELEVATIONS		END CAP
	INDICATES PROPOSED GROUND ELEVATIONS		JOSHUA TREE
	EDGE OF EXISTING PAVEMENT		TREE
	PROPOSED ASPHALT		PINE TREE
	PAVERS		SHRUB
	NEW CONCRETE		CACTUS
	DIRT TRAVELED WAY		PEDESTAL
	CURBS AND GUTTER		STREET LIGHT
	PROPOSED SLOPE		STREET SIGN
	CENTERLINE		TRAFFIC LOOP
	PROPERTY LINE		TRAFFIC SIGNAL BOX
	FLOWLINE		MAILBOX
	RIGHT-OF-WAY		BENCHMARK
	CHAIN-LINK FENCE		SURVEY MONUMENT
	WOOD POST FENCE		SEWER MANHOLE
	EXISTING BLOCK WALL		TELEPHONE MANHOLE
	POWER POLE		EXISTING SEWER LINE
	GUY WIRE		EXISTING WATER LINE
	FIRE HYDRANT		PROPOSED STORM DRAIN
	VALVE		EXISTING GAS LINE
	BLOW-OFF		EXISTING TELEPHONE LINE
	AIR RELEASE VALVE		EXISTING FIBER OPTIC LINE
	LIGHT STANDARD		EXISTING ELECTRICAL LINE
	PROPOSED BLOCK WALL		EXISTING CABLE TV LINE
	EXISTING STORM DRAIN		EXISTING STORM DRAIN
	EXISTING SLOPE		

#### LEGAL DESCRIPTION

A.P.N. 3066-251-18

LEGAL DESCRIPTION:  
PARCEL NO. 3 OF PARCEL MAP NO. 4063, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 40, PAGE 80 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

- S 1/2, SW 1/4, NW 1/4, NW 1/4, SEC 24, T4N, R7W
- PORTION OF APN: 3066-261-10

#### ENGINEER'S NOTE:

ALR ENGINEERING HAS PREPARED A GEOTECHNICAL REPORT AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONDUCT ALL GRADING IN ACCORDANCE TO THIS REPORT DATED OCTOBER 30, 2013, REVISED APRIL 25, 2022.

#### GEOTECHNICAL ENGINEER'S NOTE:

ALR ENGINEERING AND TESTING HAS CONDUCTED A GEOTECHNICAL INVESTIGATION AND PREPARED A REPORT DATED OCTOBER 30, 2013, REVISED APRIL 25, 2022, FOR PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT ON APN: 3066-261-10. ALL GRADING REQUIREMENTS ARE INCORPORATED IN THESE PLANS.

STEPHEN M. LONGORIA, PE 74782

#### DECLARATION OF RESPONSIBLE CHARGE:

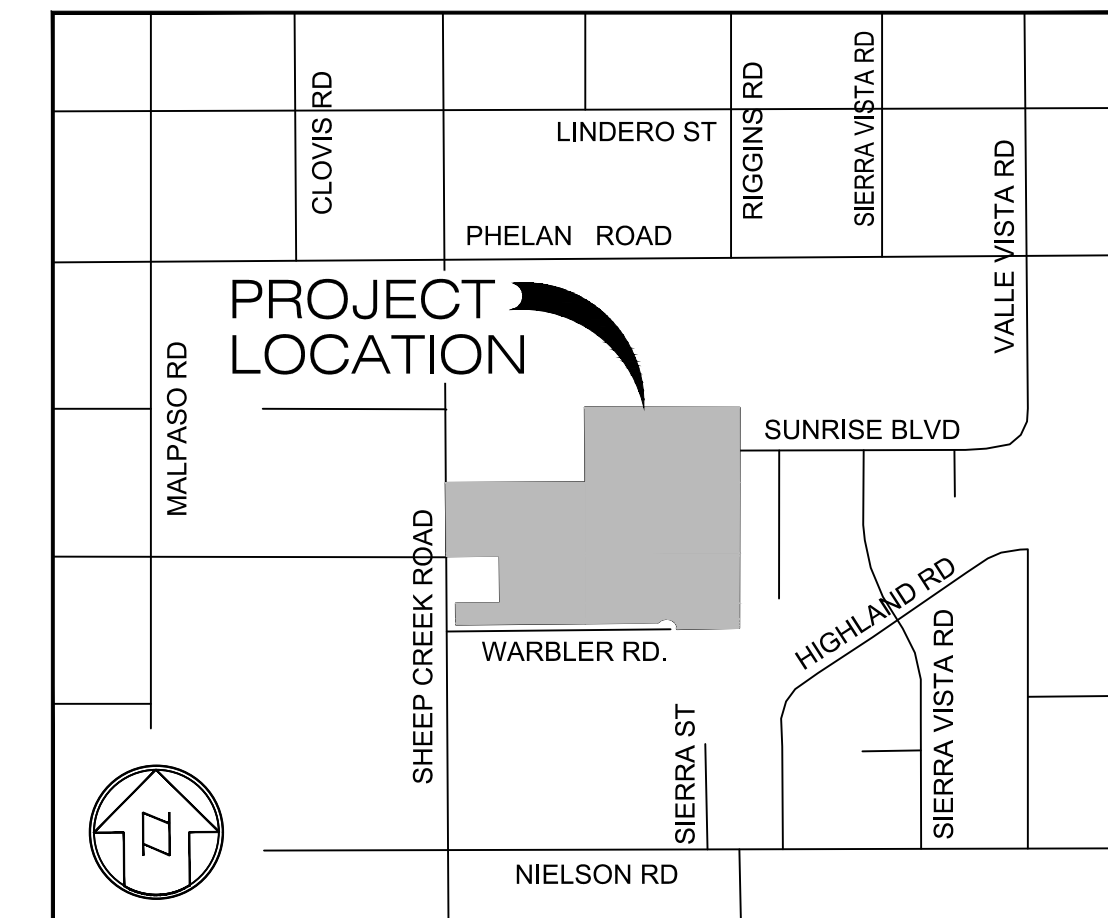
I HEREBY DECLARE THAT I AM THE ENGINEER OF THE WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE COUNTY OF SAN BERNARDINO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR THE PROJECT DESIGN.

TRLS ENGINEERING, INC.  
10770 I AVE. STE. 108  
HESPERIA, CA. 92345



JERRY L. MILES R.C.E. 42593  
EXP. 3/31/24



LOCATION MAP  
NOT TO SCALE

#### AREAS:

EXISTING IMPERVIOUS AREA= 0 S.F.  
PROPOSED IMPERVIOUS AREA= 91,876 S.F. (2.11 ACRES)  
DISTURBED AREA = 515,432 S.F. (11.8 ACRES)

#### JOSHUA TREE NOTE:

"JOSHUA TREES ARE NOW PROTECTED BY THE STATE OF CALIFORNIA AS A CANDIDATE FOR LISTING AS AN ENDANGERED SPECIES. AT THIS TIME, THE COUNTY CANNOT ISSUE A PERMIT TO TAKE (BY REMOVAL OR TRANSPLANTING) ANY JOSHUA TREE."

#### OWNER/ APPLICANT:

PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT (P.P.H.C.S.D.)  
ATTN: DON BARTZ  
4176 WARBLER ROAD  
PHELAN, CA 92329-4049  
(760) 868-1212

#### LIST OF DRAWINGS

1. TITLE / INDEX SHEET	T-1
2. GRADING KEY PLAN	G-0
3. GRADING PLAN	G-1
4. GRADING PLAN	G-2
5. GRADING PLAN	G-3
6. GRADING PLAN	G-4
7. GRADING PLAN	G-5
8. GRADING PLAN	G-6
9. HORIZONTAL CONTROL PLAN	HC-1
10. SECTIONS	GS-1
11. SECTIONS	GS-2
12. SECTIONS	GS-3
13. SECTIONS	GS-4
14. ENLARGED GRADING PLANS/ SECTIONS	GS-5
15. UTILITY PLAN	U-1
16. UTILITY PLAN	U-2
17. UTILITY PLAN	U-3
18. UTILITY PLAN	U-4
19. UTILITY DETAILS	UD-1
20. UTILITY DETAILS	UD-2
21. EROSION CONTROL PLAN	E-1
22. EROSION CONTROL DETAILS	E-2
23. EROSION CONTROL DETAILS	E-3
24. EROSION CONTROL DETAILS	E-4
25. EROSION CONTROL DETAILS	E-5

#### UNAUTHORIZED CHANGES AND USES

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR OR LIABLE FOR UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE

#### WARNING!!!!

THE LOCATION AND ELEVATION OF EXISTING PIPELINES SHOWN ON THESE PLANS ARE APPROPRIATE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATION AND ELEVATION OF THE PIPELINES PRIOR TO ANY GRADING OR CONSTRUCTION NEAR EXISTING PIPELINES.

#### NOTE:

UNDERGROUND SERVICE ALERT  
48 HOURS PRIOR TO EXCAVATION  
TELEPHONE NO. : 1-800-422-4133

#### ESTIMATED QUANTITIES:

ESTIMATE OF QUANTITIES INCLUDED ON THESE PLANS ARE APPROXIMATE QUANTITIES AND IS INTENDED ONLY FOR PLANNING PURPOSES. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING HIS OR HER OWN QUANTITIES.

#### ABBREVIATIONS

ACP ASBESTOS CEMENT	GL GRADING LIMIT
BC BEGINNING OF CURVE	HP HIGH POINT
BCR BEGIN CURB RETURN	HORIZ. HORIZONTAL
BVC BEGIN VERTICAL CURVE	INV. INVERT ELEVATION
BV BUTTERFLY VALVE	L.F. LINEAR FEET
CML CEMENT MORTAR LINED	MH MANHOLE
CML&C CEMENT MORTAR LINED AND COATED	MR MECHANICALLY RESTRAINED
C & G CURB AND GUTTER	MJ MECHANICAL JOINT
CL CENTERLINE	OHPL OVERHEAD POWERLINE
CIPP CAST IN-PLACE PIPE	PP POWER POLE
DIP DUCTILE IRON PIPE	PRV PRESSURE REDUCING VALVE
EC END OF CURVE	PVC POLYVINYL CHLORIDE PIPE
ECR END CURB RETURN	PROP. PROPOSED
EVC END VERTICAL CURVE	PL PROPERTY LINE
(E) EXISTING	PUE PUBLIC UTILITY EASEMENT
FL FLOWLINE	PVI POINT OF VERTICAL INTERSECTION
FS FINISH SURFACE	RAD RADIAL
FG FINISH GRADE	RCP REINFORCED CONCRETE PIPE
TC TOP OF CURB	RW RIGHT OF WAY
TF TOP OF FOOTING	S.L. SEWER LATERAL
TW TOP OF WALL	SD STORM DRAIN
TG TOP OF GRATE	STA. STATION
FF FINISH FLOOR	VERT. VERTICAL
FLGD FLANGED	WS WATER SERVICE
GV GATE VALVE	Ø DIAMETER
GB GRADE BREAK	TMH TELEPHONE MANHOLE



BENCHMARK:  
U.S.G.S. BENCHMARK H 35, LOCATED 3.0 MI NORTH ALONG JOHNSON RD. FROM THE INTERSECTION OF PHELAN RD. 49 FT NORTHEAST OF THE CENTER OF THE INTERSECTION OF DUNCAN RD. 34 FT EAST OF THE CENTER LINE OF JOHNSON RD. 32.5 FT NORTH OF THE CENTER LINE DUNCAN RD. 6.6 FT WEST OF A FENCE, 6.3 FT NORTH OF A SECTION MARKER PIPE, 0.6 FT EAST OF A WITNESS POST, ABOUT 1 FT HIGHER THAN THE ROAD AND SET IN THE TOP OF A CONCRETE POST PROJECTING 0.4 FT ABOVE THE GROUND.  
ELEV= 3616.50

NO.	REVISION	DATE	BY

JERRY L. MILES R.C.E. 42593 - EXP. 3/31/24

PLANS PREPARED BY:

**TRLS ENGINEERING Inc.**

10770 I AVENUE, SUITE 108  
Hesperia, CA 92345  
Phone: (760) 948-4900

COUNTY OF SAN BERNARDINO  
DEPARTMENT OF PUBLIC WORKS

DESIGNED BY: TER  
DRAWN BY: TER  
CHECKED BY: TER  
APPROVED BY: TER

RECOMMENDED/APPROVED BY: \_\_\_\_\_ ASST. DIRECTOR OF PUBLIC WORKS  
LAND DEVELOPMENT ENGINEER DATE DIRECTOR OF PUBLIC WORKS DATE

GRAD-2021-00235  
PRAA-2021-00040  
DRNSTY-2021-00054

SIP-2021-00031  
NEWNR-2021-00230  
WQMP-2021-00153

DRAWN BY: TRLS  
DATE: 05/09/2023

DESIGNED BY: TER  
DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

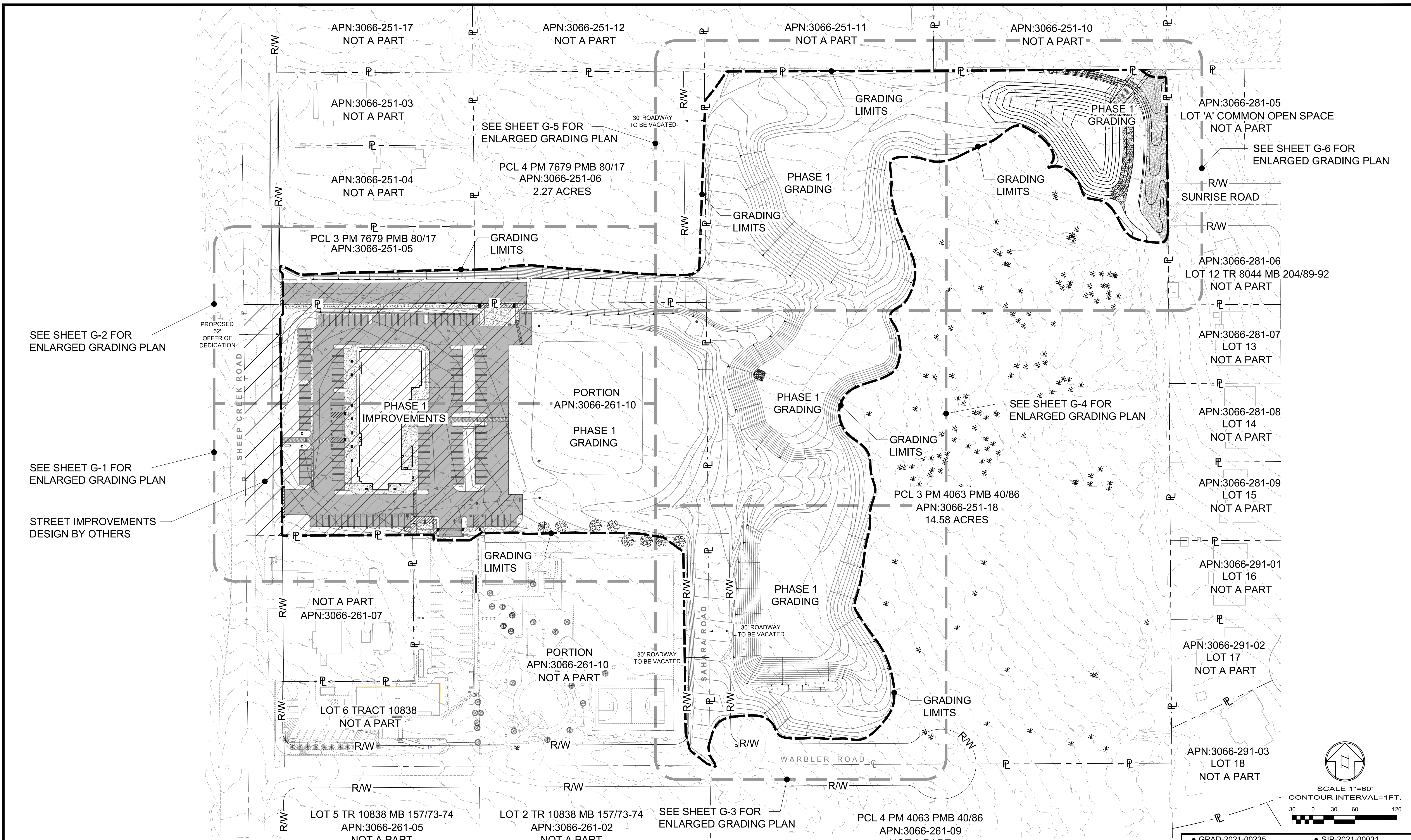
PHELAN PINON HILLS  
COMMUNITY SERVICES DISTRICT

CIVIC CENTER DEVELOPMENT  
PHASE I

9535 SHEEPCREEK RD. PHELAN, CA. 92329  
(APN: 3066-261-10 & 3066-251-18)

TITLE/ INDEX SHEET

SCALE: AS SHOWN  
SHEET 1 OF 25  
SHEET T-1



SEE SHEET G-2 FOR ENLARGED GRADING PLAN

SEE SHEET G-1 FOR ENLARGED GRADING PLAN

STREET IMPROVEMENTS DESIGN BY OTHERS

**DIGALERT**  
  
 CALL BEFORE YOU DIG  
 1-800-422-4133  
 UNDERGROUND SERVICE ALERT  
 Call at least 2 working days prior to excavating

**BENCHMARK:**  
 U.S.G.S. BENCHMARK H 35, LOCATED 3.0 MI NORTH ALONG JOHNSON RD, FROM THE INTERSECTION OF PHELAN RD, 49 FT NORTHEAST OF THE CENTER OF THE INTERSECTION OF DUNCAN RD, 34 FT EAST OF THE CENTER LINE OF JOHNSON RD, 32.5 FT NORTH OF THE CENTER LINE DUNCAN RD, 6.6 FT WEST OF A FENCE, 6.3 FT NORTH OF A SECTION MARKER PIPE, 0.6 FT EAST OF A WITNESS POST, ABOUT 1 FT HIGHER THAN THE ROAD AND SET IN THE TOP OF A CONCRETE POST PROJECTING 0.4 FT ABOVE THE GROUND.  
 ELEV= 3616.50

NO.	REVISION	DATE	BY

**JERRY L. MILES**  
 No. C 42593  
 Civil  
  
 JERRY L. MILES R.C.E. 42593 - EXP. 3/31/24

PLANS PREPARED BY:  
**TRLS ENGINEERING Inc.**  
  
 10770 1 AVENUE, SUITE 108  
 Hesperia, CA 92345  
 Phone: (760) 948-4900

**COUNTY OF SAN BERNARDINO**  
**DEPARTMENT OF PUBLIC WORKS**

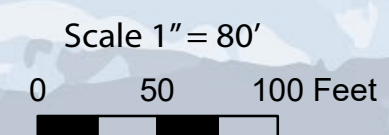
DESIGNED BY: TER	DRAWN BY: TER	CHECKED BY:	APPROVED BY:
RECOMMENDED/APPROVED BY:	ASST. DIRECTOR OF PUBLIC WORKS	DIRECTOR OF PUBLIC WORKS	

<ul style="list-style-type: none"> <li>GRAD-2021-00235</li> <li>PRAA-2021-00040</li> <li>DRNSTY-2021-00054</li> </ul>	<ul style="list-style-type: none"> <li>SIP-2021-00031</li> <li>NEWNR-2021-00230</li> <li>WQMP-2021-00153</li> </ul>
DRAWN BY: TRLS DATE: 05/09/2023	PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT CIVIC CENTER DEVELOPMENT PHASE 1 9535 SHEEPCREEK RD, PHELAN, CA. 92329 (APN: 3066-261-10 & 3066-251-18)
SHEET 2 OF 25 SHEET <b>G-0</b>	SCALE: AS SHOWN



PHELAN COMMUNITY PARK  
 CONCEPTUAL  
 MASTER PLAN

**DRAFT**  
 September 2022



Prepared for:



Prepared by:



3916 Normal Street  
 San Diego, CA 92103  
 619-294-4477  
 www.ktua.com

# Agenda Item 7

Committee Reports/Comments



## **PARKS COMMITTEE MEETING MINUTES**

August 8, 2023

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

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

**Board Members Absent:** None

**Staff Present:** Steve Lowrance, Parks Supervisor  
Jennifer Oakes, Executive Management Analyst  
Aimee Williams, Asst. Board Clerk/Administrative Specialist

**Guests/Public:** None

### **Call to Order**

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

### **Roll Call**

All Committee Members were present at Roll Call.

- 1) **Approval of Agenda**  
Director Snyder moved to approve the Agenda. President Kujawa seconded the motion. Motion passed unanimously.
- 2) **Public Comment** – None
- 3) **Approval of Minutes**  
Director Snyder moved to approve the Minutes. President Kujawa seconded the motion. Motion passed unanimously.
- 4) **Review & Discussion Regarding Parks and Recreation Events & Programs**  
Mr. Lowrance reviewed the parks and recreation events and programs.
- 5) **Update Regarding Phelan Park Expansion**  
Ms. Oakes provided an update on the grant for the park expansion project.
- 6) **Update on Phelan Farmers Market**  
Mr. Lowrance provided an update on the farmer's market.
- 7) **Update on Teaching Garden**  
Mr. Lowrance provided an update on the teaching garden.

8) **Staff Report**

A written report was included in the packet.

9) **Committee Comments**

None

10) **Review of Action Items**

a) **Prior Meeting** – None

b) **Current Meeting** – None

11) **Set Agenda for Next Meeting** – November 14, 2023

12) **Adjournment**

With no further business before the Committee, the meeting adjourned at 4:46 p.m.

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

## **SPECIAL FINANCE COMMITTEE MEETING MINUTES**

July 25, 2023

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

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

**Board Members Absent:** None

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

### **Call to Order**

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

### **Roll Call**

All Committee Members were present at Roll Call.

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

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

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

None

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

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

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

The Committee reviewed the financials.

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

The Committee reviewed the solar project credits and expenses.

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

The Committee reviewed the Cash/Investment report.

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

Nothing further.

**8) Review of Action Items**

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

**9) Set Agenda for Next Meeting**

- Regular Meeting - October 17, 2023

**10) Adjournment**

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

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

# Agenda Item 8

Staff & General Manager's Report

**Phelan Pinon Hills Community Services District**  
**Engineering Manager's Report**  
**August 23, 2023**

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***Alternative Energy - 1.16 MW Solar Photovoltaic***

Site Report: Tumbleweeds on site have sprouted. TotalEnergies have been notified for vegetation mitigation. Jack screws repair pending delivery of back ordered material. NovaSource Cleaning Services performed module cleaning on August 8, 2023.

Registered generation: Renewable Energy Credits (REC's), U.S. Department of Energy, Energy Information Administration (EIA)

2022 registered 2,692.88 MWh (2,692,880 kWh)

2021 registered 2,639 MWh (2,638,614 kWh)

2020 registered 2,658 MWh (2,657,613 kWh)

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***Geographic Information System (GIS)***

The District is entertaining other options for GIS mobile applications. It will implement a pilot program with Nobel, Geo-Viewer, as an alternative to the District current application, Sedaru. This will begin following the meter change-out program. Tyler provided a presentation on the upgraded version of their GIS mobile application. The SCADA/Hydraulic real-time modeling and 811 will not be supported in this application with is currently supported in Sedaru.

Staff continue to find ways to become more independent using the tools available through its small utility license agreement (SULA) with ESRI. At the ESRI GIS UC2023 conference in San Diego staff has found the ability to deploy its own mobile application using the SULA. This allows the District to manage all mobile applications independently.

Updated aerial imagery for reservoir / well sites continue to be collected via drone. Updated interior photos, in some cases lidar, are collected for all booster stations.

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***Pressure Zone 6 Improvements***

The 2020 Water Master Plan (WMP) proposed increasing capacity at tank site 6A with an additional 2.2 MG capacity tank in addition to the existing 0.42 MG tank. Pending federal appropriations, the Capital Improvement Project (CIP) table outlines a 1.5 MG tank for budget year 2023-2024. Dodson and Associates is preparing the CEQA study for this project. Anticipated completion of the CEQA study is February of 2024.

## ***Civic Center Project (APN 3066-261-10)***

### **Phase 1**

#### **Current Permits**

1. (CWMP-2022-00646) Construction Waste Management Plan
2. (EHS-SR0114465) Percolation Report
3. (ELC-2022-02528) Light Standards
4. (FCIC-2022-00437) Civic Center Construction Documents – Fire Approval
5. (GRAD-2021-00235) Grading Plan – Preliminary Approved
6. (GTR-2022-00127) Geotechnical Investigation Report
7. (NEWNR 2021-00230) Construction Documents (Building)
8. (SIP 2021-00031) Street Improvement Plans
9. (WDID No. 6B36C401591) Storm Water Pollution Prevention Plan (SWPPP)
10. Vector Control Clearance EHS - Approved
11. Commissioning Plan
12. Structural Analysis Calculations
13. Acoustical Study – exempted

#### **Pending Approval**

14. (DRNSTY 2021-00054) Hydrology signatures
15. (PLP 2021-00018) Landscape Plan
16. (WQMP 2021-00153) Water Quality Management Plan (WQMP) signatures
17. (AR0034) Sahara Road Vacation
18. (FUDG 2023-00068) Fire Water Line

#### **Plans**

19. Audio / Video Plan – Steeno/Active
20. Edison Design
21. Encroachment Permit - submitted
22. Fire Sprinkler Plan
23. Generator Permit (MDAQMD) - submitted
24. Sign Plan
25. Gas Utility – Application
26. Trash Enclosure Plan
27. Wall Plan – TRSL Engineering

The project was conditionally approved by the San Bernardino County Land Use Services Department, Planning Division on July 18, 2023. A revision to an approved action to modify a previously approved conditional use permit, project PRAA-2021-00040. District legal counsel is reviewing the Request for Proposals for Phase 1 of the Civic Center Project.

Edison’s planner is near complete with the design for the expansion of the

Rider Levett Bucknall (RLB) has prepared the Request for Proposal (RFP) for the Civic Center Project. Pending Civic Center County approval, the RFP will be released to the (4) recommended contractors selection during the RPQ process in late May 2023. Item will be brought to the Board for authorization with the approval to release the RFP pending Legal Counsel review, comments, and approval.

Edison is near completion of their design. The design includes accommodations for future development of Phase 2 of the Civic Center and the proposed 14-acre park expansion. Edison will prepare the necessary easement for the abandonment of Sahara Road. The recommendation to vacate Sahara Road (item #2513) will be taken to the Highway Planning Technical Committee (HPTC) when the Edison easement is provided. Board hearing tentatively set for Board hearing in late December. This impacts only the building permit. It does not impact permitting for the street improvement and grading plans.

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### ***Future Phelan Park Expansion (APN 3066-251-18)***

**Phase 2** – Phelan Community Park [event plaza, splash pad, multi-use field (soccer), restrooms, concession, playground, native garden, community garden, and tennis court]

**Phase 3** – Phelan Community Park [equestrian, multi-use (baseball), skate park, pump track]

#### **Approved**

1. (PROJ 2022-000184) Formal application, with studies, submitted to County Planning with deposit.
2. (TRSTY 2021-00016) Traffic Study - Approved
3. (SR 0112960) Percolation Study – Approved
4. (GTR 2022-00128) Geotechnical Report
5. Biological Assessment – complete
6. Joshua Tree Incidental Intake Permit (ITP) - Pending CEQA adoption. CEQA completed (5/3).
7. Cultural and Paleo Report – complete
8. Infiltration Report – complete
9. Hydrology Study – complete
10. Preliminary Grading and Street Improvements (Warbler Road) – Pending County conditions
11. Noise Study – completion April 14, 2023
12. Zone change – From PH/RL to
13. CEQA NOA NOI to adopt IS/MND – Lilburn Corporation –Complete (5/2). County of San Bernardino to take lead on the environmental. Public noticed on July 28, 2023. Comment period closes on August 28, 2023, 4:30pm. AB52 Tribal Notice complete.

Joshua Tree Incidental Intake Permit (ITP) – (3/29/2023) notified by State to complete the mitigation report the CEQA is pending submittal (for phase 2 and phase 3) Lilburn completed draft CEQA for the Phelan Park Expansion. The ITP report does not impact the Civic Center Project. Civic Center Phase 1 Grading Plan designed does not impact any existing Joshua Trees.

Pending PSA review and approval Wallace Group will begin 65% design plans (development level plans) package for Planning Commission Conditional Use Permit (CUP) approval.



**Water Mainline Extension Projects**

**(\*\* status change)**

***Pinon Road - to serve APN 3067-111-21 (nothing new to report)***

Proposed 353 Linear Feet of 8-inch PVC water pipeline, located on Pinon Road west from Ponderosa Road. Plans prepared by TRLS Engineering for Joel Jacoby. Second plan check completed. Pending pre-construction meeting.

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***Joshua St. - to serve APN 3038-131-08 (nothing new to report)***

Proposed 665 Linear Feet of 8-inch PVC water pipeline, located on Joshua Street east of Caughlin Road. Owner: Donovan Homes. Plans prepared by TRLS Engineering. Second plan check completed on April 27, 2021. Pending County Fire Department approval.

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***\*\*Coyote Road - to serve APN 3068-621-06***

Proposed 320 linear feet of 8-inch PVC water pipeline, from Yucatan Road east 320. Plans prepared by Merrell-Johnson Companies. Construction was completed in late June. Contractor: Brown Backhoe. Project complete.

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***Schlitz Road - to serve APN 3101-571-02 (nothing new to report)***

Proposed 320 Linear Feet of 8-inch PVC water pipeline, located on Schlitz Road from Palmdale Road south 320 feet. Owner: So. Cal Services. Plans were prepared by TRLS Engineering. Second plan check complete. Pending County Fire Department approval.

---

***Salerno Road - to serve APN 3101-431-08 (nothing new to report)***

Proposed 950 Linear Feet of 8-inch PVC water pipeline, located on Salerno Road from Bambi Court west to 350 west of Johnson Road. Plans prepared by Merrell Johnson Companies Owner: Perez / Valdillez. 1<sup>st</sup> plan check completed March 30, 2021

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***Acanthus Street - to serve APN 3066-681-13 (nothing new to report)***

Proposed 300 Linear Feet of 8-inch PVC water pipeline, located on Acanthus Street south from McAllister Road for Arturo Mata. Plans were prepared by Ludwig Engineering and approved in July of 2018. 2<sup>nd</sup> plan check completed April 14, 2021

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***Sequoia Road - to serve APN 3069-331-10 (nothing new to report)***

Proposed 340 Linear Feet of 8-inch PVC water pipeline, located on Sequoia Road east of Johnson Road. Owner: ZAB LLC, Luis Benites. Plans were prepared by Capstone Engineering Inc. Plans approved. Pending pre-construction meeting.

**\*\* Smoke Tree Road - to serve APN 3070-631-03**

Proposed 740 Linear Feet of 8-inch PVC water pipeline, located on Smoke Tree Road east of Beaver Road. Construction is progress. Project complete.

**Beekley Road - to serve APN 3100-551-13 (nothing new to report)**

Proposed 300 Linear Feet of 8-inch PVC water pipeline, located on Beekley Road north from Begonia Road. Plans prepared by TRLS Engineering. Final plan-check complete on June 6, 2018. Pending County Fire Department approval.

**\*\*La Mirada Road - to serve APN 3098-471-12 & -18**

Proposed 375 Linear Feet of 8-inch PVC water pipeline, located on LA Miranda Road beginning north from Cayucos Drive. Plans prepared by ServiTop Engineering. Received approved plans. Pending pre-construction meeting.

**\*\*Acanthus Street – to serve APN 3098-471-12 (2<sup>nd</sup> meter)**

Proposed 1,287 Linear Feet of 8-inch PVC water pipeline from Cayucos Drive to Luna Road on Acanthus Street. Plans prepared by ServiTop Engineering. Received plans for 1<sup>st</sup> plan check.

**San Bernardino County Public Works Dept. (August 1, 2023 - Utility Coordination Meeting)  
Local Projects:**

**Phelan Road Widening Project**

**Phase 1**

Work to include mill/overlay, leveling course, isolated areas of full depth reconstruction and the installation of a traffic signal at Clovis Road. Improvements from State Highway 138 to Los Banos Road. Currently at 65% design. Anticipated start date for July 2024.

**Phase 2**

To include road widening, from 2 to 5 lanes, drainage improvements, and the realignment of intersection Highway 138 and Phelan Road. Currently at 15% design. Anticipated start date for May 2027

Contact: Vladimir Reyes



# 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

July 2023

### FINANCIAL DATA:

Enterprise Fund (Water Operations)				
	July	YTD	Total Budget	% of Total Budget
Operational Revenue	\$898,393.46	\$898,393.46	\$8,262,070.27	11%
Operational Expenses	\$483,885.60	\$483,885.60	\$8,403,260.49	6%
<b>Net Income (Loss)</b>	<b>\$414,507.86</b>	<b>\$414,507.86</b>	<b>-\$141,190.22</b>	<b>-294%</b>
Non-Operational Revenue	\$202,897.06	\$202,897.06	\$2,198,541.94	9%
Non-Operational Expenses	\$24,812.53	\$24,812.53	\$1,273,352.20	2%
<b>Net Income (Loss)</b>	<b>\$178,084.53</b>	<b>\$178,084.53</b>	<b>\$925,189.74</b>	<b>19%</b>
Total Revenue	\$1,101,290.52	\$1,101,290.52	\$10,460,612.21	11%
Total Expense	\$508,698.13	\$508,698.13	\$9,676,612.69	5%
<b>Total Net Income (Loss)</b>	<b>\$592,592.39</b>	<b>\$592,592.39</b>	<b>\$783,999.52</b>	<b>76%</b>

**Capital Outlay/Principal Pmts/C6** **\$372,383.63** **\$2,404,131.87**

Government Funds (Parks, Street Lighting, Solid Waste & Recycling)				
	July	YTD	Total Budget	% of Total Budget
Operational Revenue	\$35,000.06	\$35,000.06	\$764,906.58	5%
Operational Expenses	\$74,460.40	\$74,460.40	\$1,261,551.16	6%
<b>Net Income (Loss)</b>	<b>-\$39,460.34</b>	<b>-\$39,460.34</b>	<b>-\$496,644.58</b>	<b>8%</b>
Non-Operational Revenue	\$37,513.21	\$37,513.21	\$2,009,362.33	2%
Non-Operational Expenses	\$621.38	\$621.38	\$110,914.35	1%
<b>Net Income (Loss)</b>	<b>\$36,891.83</b>	<b>\$36,891.83</b>	<b>\$1,898,447.98</b>	<b>2%</b>
Total Revenue	\$72,513.27	\$72,513.27	\$2,774,268.91	3%
Total Expense	\$75,081.78	\$75,081.78	\$1,372,465.51	5%
<b>Total Net Income (Loss)</b>	<b>-\$2,568.51</b>	<b>-\$2,568.51</b>	<b>\$1,401,803.40</b>	<b>0%</b>

GOVERNMENT FUNDS:	General	Parks and Rec	Street Lighting	Property Tax	Solid Waste	Total
Revenue YTD	33,159.03	20,790.31	4.99	17,481.65	1,077.29	72,513.27
Expense TYD	643.27	52,053.69	0.08	289.56	22,095.18	75,081.78
<b>Total Net Income (Loss)</b>	<b>32,515.76</b>	<b>-31,263.38</b>	<b>4.91</b>	<b>17,192.09</b>	<b>-21,017.89</b>	<b>-2,568.51</b>

	Enterprise	Government	Total
Cash Available	-\$224,322.97	\$8,843,625.18	\$8,619,302.21
Cash Reserves	\$17,187,201.05	\$686,392.00	\$17,873,593.05
Total Cash	\$16,962,878.08	\$9,530,017.18	\$26,492,895.26

**ADMINISTRATIVE DATA:** July 2023

<b>Water Consumption (HCF):</b>	April	May	June	July
2022/2023	56,486	89,057	94,039	128,789
2021/2022	87,630	96,898	113,464	118,787
2020/2021	85,842	113,358	153,447	144,605

<b>Meters In Ground:</b>	April	May	June	July
	7244	7247	7251	7255

<b>Meter Permits Issued:</b>	April	May	June	July
	0	5	6	3

<b>Lock-offs:</b>	April	May	June	July
	84	79	83	61

<b>Customer Service A/R Activities</b>	July Quantity		July \$ Received	
<b>Payments</b>				
Cash	534	9.57%	\$69,759.56	8.98%
Check	595	10.66%	\$248,481.48	31.97%
Credit Card (counter)	164	2.94%	\$34,068.92	4.38%
Mail (checks)	1,282	22.97%	\$108,927.80	14.02%
Online (credit card)	3,006	53.86%	\$315,898.27	40.65%
<b>TOTAL</b>	<u>5,581</u>	<u>100.00%</u>	<u>\$777,136.03</u>	<u>100.00%</u>

<b>Payments Received and Processed</b>	July Quantity	Enterprise	Government
Water	5,554	5,554	
Gvmt (Rentals, Classes, Franchise fee, et	27		27
	<u>5,581</u>	<u>5,554</u> 99.5%	<u>27</u> 0.5%

<b>Customer Service Other Activities</b>	July Quantity	Enterprise	Government
Service Orders Processed	601	601	
Assisted Customers at Counter	1,293	1,266 97.9%	27 2.1%
	<u>1,894</u>	<u>1,867</u>	<u>27</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:** August 4, 2023  
**PREPARED BY:** Kim Sevy, HR & Solid Waste Manager  
**SUBJECT:** July 2023 Manager's Report

### SOLID WASTE & RECYCLING

#### Customer Data:

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

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

#### Notable Activity:

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

#### Recent & Upcoming Events:

- Community Clean-up & Free Tire Disposal Day

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

**HUMAN RESOURCES**

Statistical Data:

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

**MISCELLANEOUS**

Recent District Events:

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

- None

Website Data (for July 2023)

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

## Grants

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

## Parks, Recreation & Street Lighting Report July 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, however 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	7	8	1
Phelan Senior Center	5	4	14
Piñon Hills Community Center	11	0	7
Miscellaneous	0	0	0
Phelan Park	0	6	0



### **Events and Classes**

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

- Regular Parks Committee Meeting – August 8, 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.
- Movies in the Park – Fridays 6/9/2023 thru 7/28/2023 Dusk, in Phelan Park
- Painting Class – Thursdays, 6/15 thru 7/27/2023, 9 am-10:30 am & 11 am – 12:30 pm, Phelan C.C.
- Kids Fitness/Dance Class in the Park– Tuesdays 6/9 thru 7/25/2023, 9 am & 10 am, in Phelan Park.
- Kids Baking Class – Saturday 6/24/2023 10:30am – 12 noon, at Phelan C.C.
- Archery – Thursdays 6/15 thru 7/13/2023, 9am – 11am, at Mojave Archers
- Gardening Class – Mulch/Watering Wisely, Saturday 7/8/2023
- Gardening Class – Feeding Plants, Saturday 8/12/2023
- (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 approved, Fiscal year July 1, 2023 – June 30, 2024.
- Phelan Park Expansion Project – Design with phase planning is in process 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.
- Possible funding sources for the Phelan Park expansion project are in process and ongoing.
  - American Rescue Program Act (ARPA) Funds - 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 was submitted to the County and is awaiting Board of Supervisors for ratification, expected 2023.
  - Land and Water Conservation Fund Grant - The grant was submitted in May 2023, in the amount of \$976,154 to go towards some of the future park site feature projects. This grant application was withdrawn because of the Section 106 process (see page 3).
- Parks Master Plan – Action plan needs are being implemented and are ongoing.

## Section 106 (LWCF Application Guide)

SECTION 106 of the National Historic Preservation Act of 1966 (NHPA) is a federal requirement that mandates review of the effects a proposed PROJECT may have on historic properties (i.e., sites, districts, buildings, structures, or objects listed or eligible for listing in the National Register of Historic Places) and affords the Advisory Council on Historic Preservation a reasonable opportunity to comment on such undertakings. Since LWCF is a federal program, PROJECTS that receive LWCF GRANT funding must go through the SECTION 106 process. Completing the SECTION 106 process can be a six-month to one year (or longer) process, especially for DEVELOPMENT PROJECTS involving ground disturbances. It can also be costly, and APPLICANTS are encouraged to include the cost of completing SECTION 106 in their TOTAL PROJECT COST as a PRE-AWARD PLANNING COST in the Budget Narrative. SECTION 106 is required before the GRANTEE may proceed with the ACQUISITION or DEVELOPMENT of land using LWCF funds and MATCH. For DEVELOPMENT PROJECTS in particular, carefully plan the PROJECT timeline to ensure that no PROJECT activities such as ground-disturbing activities or construction occur until the SECTION 106 process is complete. This will ensure compliance with SECTION 106 by taking into account PROJECT effects to any historic properties, given the PROJECT'S unique footprint and area of effect. Destruction of any historic property in anticipation of applying for LWCF assistance can result in denial of LWCF assistance from NPS pursuant to 54 U.S.C. 306103.

# Agenda Item 9

Director Reports

# Agenda Item 10

Correspondence/Information

# COMMUNITY CLEANUP & FREE TIRE DAY

Sept. 9, 2023

8 AM - 12 PM

Drop Off Location:  
9828 Buckwheat Rd  
Phelan, CA



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

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

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

**CR&R**  
INCORPORATED  
environmental services

**CalRecycle**



PHELAN PIÑON HILLS CSD  
**SOLID WASTE  
SERVICES**

**Phelan Piñon Hills CSD**  
Established 2001

# Your Smart Meter Account is Waiting for You

## 1. Register or Login to Account

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

## 2. Set Up Alerts

Choose communication preferences for consumption alerts and billing reminders.

### **Choose Notification Type**

- Text Message
- Email
- Phone Call

### **Consumption Alerts**

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

### **Billing Reminders**

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



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



*Have you completed your application?* 

# THE WAY WE DISPOSE OF TRASH IS CHANGING



*What if I have not received an application?*

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

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

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

*Complete your application online:*





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

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

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

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

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

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

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

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

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

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

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

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

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

**Self-Hauler Acknowledgements**

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

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

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

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

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

**Additional CR&R Service Options**

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

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

**CR&R Collection Customer Acknowledgements**

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

**Customer Signature (REQUIRED)**

**Date**

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

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



**Women's**

**FREE**

# Women's Self-Defense Class

**SEPTEMBER 30, 2023**

**3:00 PM - 5:00 PM**

**PHELAN COMMUNITY CENTER**

**4128 WARBLER ROAD**

**RSVP  
Required**  
[www.pphcsd.org/events](http://www.pphcsd.org/events)

Learn more about this class by visiting [www.elevenelevationbjj.com/womens-self-defense](http://www.elevenelevationbjj.com/womens-self-defense).



**Go Play  
at the Park**

Phelan Piñon Hills CSD Parks and Recreation



Come learn to make Mummy Hot Dogs and  
Frankenstein Rice Crispy Treats at our

## KIDS BAKING CLASS

Ages 5 - 17

October 21, 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.



Go Play  
at the Park

Phelan Piñon Hills CSD Parks and Recreation

4176 Warbler Road  
Phelan, CA 92371  
760-868-1212  
[www.pphcsd.org](http://www.pphcsd.org)



# High Desert Home Shows

## 39<sup>th</sup> Annual High Desert Home Improvement Show

September 29/30 – Oct 1, 2023

Desert Communities Water Awareness Expo

July-Sept 2023 Billing Cycles

**ADMIT ONE FREE**  
*Please be our guest! At the:*  
39<sup>th</sup> Annual  
High Desert Home  
Improvement Show

Compliments of:  
DESERT COMMUNITIES  
WATER AWARENESS EXPO

10



DESERT COMMUNITIES  
WATER AWARENESS EXPO

**SEPT 29/30 - Oct 1, 2023**  
FRI 12p-5p/SAT 10a-5p/SUN 10a-5p  
At the Fairgrounds in Victorville

COUPON MAY NOT BE DUPLICATED

# Agenda Item 11

Review of Action Items

# Agenda Item 12

Set Agenda for Next Meeting