



BOARD PACKAGE

September 7, 2022

Regular Board Meeting – 6:00 p.m.

REGULAR BOARD MEETING AGENDA

September 7, 2022
Phelan Community Center
4128 Warbler Road, Phelan, CA 92371
& Via Conference Call (see below)

THIS MEETING WILL BE CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF ASSEMBLY BILL 361, WHICH EFFECTIVE OCTOBER 1, 2021, MODIFIED CERTAIN REQUIREMENTS OF THE RALPH M. BROWN ACT WITH RESPECT TO REMOTE TELECONFERENCE BOARD MEETINGS DURING PERIODS OF STATE-DECLARED EMERGENCIES.

Pursuant to AB361, and as a precaution to our Board of Directors, District staff, and general public as a result of the ongoing COVID-19 pandemic, the Phelan Piñon Hills Community Services District will hold this meeting of its Board of Directors both in-person at the above location and via teleconference or video conference. Members of the public may watch and participate in the meeting by physical attendance or by Zoom or telephone conference via the remote instructions below.

REMOTE PARTICIPATION INFORMATION:

Dial-in

1-669-444-9171
Meeting ID: 816 8393 2781
Passcode: 962184

Zoom

<https://us06web.zoom.us/j/81683932781?pwd=VEQ2S0RTNiVvS04xWUUs4ZFhaaEMrUT09>
Meeting ID: 816 8393 2781
Passcode: 962184

One-Tap Mobile

+16694449171,,81683932781#

Remote Comment Procedure:

- You will be muted until you are called on during the public comment period.
- You will be recognized by the last 4 digits of your phone number or Zoom ID and asked if you have a comment.
 - If you do not have a comment, state “no comment.”
 - If you do have a comment, please state your name, where you live, and limit your comment to 5 minutes. After 5 minutes you may be muted so that others can comment.
- You may also email your public comment to the Board Secretary at kward@pphcsd.org by 6:00 p.m. on September 7, 2022. 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 kward@pphcsd.org or by visiting our website and completing the signup form at www.pphcsd.org under the “Agendas and Minutes” tab.



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

REGULAR BOARD MEETING – 6:00 P.M.

Call to Order – Pledge of Allegiance

Roll Call1) **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. *If you wish to address the Board, please do so by the method listed on the first page of this agenda.* 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
- Fire
- Mojave Water Agency
- School District
- Sheriff

3) **Consent Items**

- a) Approval of Board Minutes
- b) Acceptance of Board Stipends/Reimbursements
- c) Approval of Contractor Payments
- d) Acceptance of July Disbursements
- e) Acceptance of 2nd Quarter Franchised Hauler's Report
- f) Adoption of Resolution No. 2022-27; Authorizing Remote Teleconference Meetings for the Period of September 7, 2022, to October 7, 2022

4) **Matters Removed from Consent Items**

5) **Presentations/Appointments** – Presentation of 2021/2022 District Improvements

6) **Continued/New Agenda Items**

- a) Discussion & Possible Action Regarding Out of District Service Request for APN No. 3066-191-03
- b) Update on the Proposed Civic Center & Phelan Park Expansion Projects
- c) Update on the Status of Negotiations for the Consolidation of Sheep Creek Mutual Water Company into the District

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 21, 2022

13) Recess to Closed Session

Closed Session: Conference with Legal Counsel – Anticipated Litigation
Initiation of Litigation Pursuant to Government Code
Section 54956.9(d)(4)
Two Potential Cases

Conference with Labor Negotiator
(Government Code Section 54957.6)
District Designated Representative: Steven M. Kennedy, General Counsel
Unrepresented Employee: Don Bartz, General Manager

14) Return to Open Session – Announcement of Reportable Action**15) Continued/New Agenda Items**

- a) Discussion & Possible Action Regarding Employment Agreement between the District & the General Manager

16) Adjournment

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

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

Agenda Item 3a

Approval of Board Minutes

SPECIAL & REGULAR BOARD MEETING MINUTES

August 3, 2022
Phelan Community Center
4128 Warbler Road, Phelan, CA 92371
& Remotely Via Zoom or Conference Call

Board Members Present: Rebecca Kujawa, President
Deborah Philips, Vice President
Kathy Hoffman, Director
Mark Roberts, Director

Board Members Absent: None

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

District Counsel: Steve Kennedy, General Counsel (Zoom)

Public: None

SPECIAL BOARD MEETING – 5:00 P.M.

Call to Order

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

Roll Call

All Directors were present at roll call.

1) Approval of Agenda

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

2) Public Comment

None

3) Recess to Closed Session

The Board recessed to Closed Session at 5:02 p.m.

Closed Session: Public Employee Performance Evaluation
(Government Code Section 54957)
Title: General Manager

- 4) **Return to Open Session** – Announcement of Reportable Action
The Board returned to open session at 6:00 p.m.

There was no reportable action.

- 5) **Adjournment**
With no further business before the Board, the meeting adjourned at 6:00 p.m.

REGULAR BOARD MEETING – 6:00 P.M.

Call to Order

President Kujawa called the meeting to order at 6:00 p.m. and the Pledge of Allegiance was conducted.

Roll Call

All Directors were present at roll call.

- 1) **Approval of Agenda**
Director Roberts moved to approve the Agenda. Vice President Philips seconded the motion. Motion carried 4-0.
- 2) **Public Comment**
- a) **General Public**
None
- b) **Community Reports**
- **School District** – Dr. Holman provided an update on the upcoming start of the school year and the programs they will be implementing. There are more than 60 jobs available at the school district. Thanked Sean Wright for the outreach to resume student painting of the District's water tank.
 - **County Supervisor** – Sam Shoup reported on the charter amendment that will be on the ballot in November, if approved. The amendment will change how tax increases are implemented and will affect term limits and supervisor pay. A special meeting will be held on the idea of making a new state/seceding.
 - **Congress** – Corine Mora, Field Representative for Congressman Jay Obernolte's office, provided a legislative update on inflation.
- 3) **Consent Items**
Director Roberts moved to approve the Consent Items. Director Hoffman seconded the motion. Motion carried 4-0.
- 4) **Matters Removed from Consent Items**
None

5) Presentations/Appointments

None

6) 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") and to determine the merit increase amount.

Mr. Bartz introduced this item.

Director Roberts moved to approve the COLA adjustment and to provide a 2.5% merit increase. Director Hoffman seconded the motion. Motion carried 4-0.

b) Update on the Proposed Civic Center & Phelan Park Expansion Projects

Staff Recommendation: None

Mr. Cardenas stated that the required Green Commission Report was submitted, and the grant of easement document was sent out to the property owner to the north of the project. He also provided an update on the CEQA document.

Park: Moving forward with design for Phase 3 and Phase 4 of the park. This will go to the Board for approval in September. Joshua tree mitigation is moving forward. The incidental take permit should be ready in a month and then it will be reviewed by the state which could take some time.

No action taken; not an action item.

c) Update on the Status of Negotiations for the Consolidation of Sheep Creek Mutual Water Company into the District

Staff Recommendation: None

Mr. Bartz noted the town hall event on consolidation last weekend. Mr. Cardenas noted that District staff and Sheep Creek met with the design engineers and the state to get the project design to 60% which is the benchmark for state funding. Hoping for a decision on the water rights soon. The technical memorandum and appendices will be released when the draft is finalized.

No action taken; not an action item.

7) Committee Reports/Comments

a) **Engineering Committee (Standing)** – Did not meet.

b) **Finance Committee (Standing)** – Minutes are in the packet. The District received some additional solar credits.

c) **Legislative Committee (Standing)** – Meets next week.

d) **Parks, Recreation & Street Lighting Committee (Standing)** – Minutes are in the packet. Discussed ideas for classes and mental health support. Director Roberts asked if there was a way to incorporate students into a local farm for learning purposes.

- e) **Waste & Recycling Committee (Standing)** – Minutes are in the packet. Meets next week.
- 8) **Staff and General Manager’s Report**
Mr. Bartz had nothing further to report. Mr. Cardenas reported that the well is scheduled for drilling in October.
- 9) **Reports**
- a) **Director’s Report**
Philips – Nothing to report.
Roberts – Nothing to report.
Hoffman – Nothing to report.
- b) **President’s Report** – Nothing further to report.
- 10) **Correspondence/Information** – The items in the packet were noted.
- 11) **Review of Action Items**
- a) **Prior Meeting Action Items** – None
b) **Current Meeting Action Items** – None
- 12) **Set Agenda for Next Meeting**
- Regular Board Meeting – August 17, 2022
- 13) **Recess to Closed Session**
With no further business before the Board, the Board recessed to closed session at 6:33 p.m.
- Closed Session:** Conference with Legal Counsel – Anticipated Litigation
Initiation of Litigation Pursuant to Government Code
Section 54956.9(d)(4)
One Potential Case
- 14) **Return to Open Session** – Announcement of Reportable Action
The Board returned to open session at 7:16 p.m.
- There was no reportable action.
- 15) **Adjournment**
With no further business before the Board, the meeting was adjourned at 7:16 p.m.

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

Rebecca Kujawa, President of the Board

Date

Kim Ward, HR Manager/Executive Secretary

Date

Agenda Item 3b

Acceptance of Board
Stipends/Reimbursements

Phelan Piñon Hills Community Services District

BOARD STIPEND & EXPENSE VOUCHER/REPORT

AB1234 Compliant

2022

*MAXIMUM PAID @ \$110 PER MEETING DAY AND LIMITED TO 10 MEETINGS PER MONTH

Report of items paid for with District Credit Card***

Name: **Rebecca Kujawa**

Date: **August 28, 2022**

Reimbursed @ 0.560

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
08/03/22		Regular Board Meeting	120.00	10.20	5.71						
08/06/22		Town Hall Meeting	120.00	10.20	5.71						
08/11/22		Solid Waste & Recycling Committee Meeting	120.00	0.00	-						
Totals			360.00	20.40	11.42	-	-	-	-	-	-

A: Board Approved? (section 2.4)

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

Board member's signature below

Rebecca A Kujawa

Signature

	Acct #	Totals:	Meetings	360.00	Payroll		Date	
			Mileage	11.42	Board Mtg			
			Meals	-				Meals
			Lodging	-				Lodging
			Other	-				Other
Grand Total				371.42				-

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

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

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

2022

AB1234 Compliant

*MAXIMUM PAID @ \$110 PER MEETING DAY AND LIMITED TO 10 MEETINGS PER MONTH

Report of items paid for with District Credit Card***

Name: **Rebecca Kujawa**

Date: **July 24, 2022**

Reimbursed @ 0.560

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
07/06/22		Regular Board Meeting	120.00	10.20	5.71						
07/12/22		Park & Rec Committee Meeting	120.00	10.20	5.71						
07/14/22		Solid Waste & Recycling Committee Meeting	120.00	10.20	5.71						
07/18/22		CSDA Webinar (Good Governance)	120.00	0.00	-						
07/19/22		Finance Committee Meeting	120.00	10.20	5.71						
07/20/22		Regular Board Meeting	120.00	10.20	5.71						
07/23/22		Ice Cream Social (CSD/Sheepcreek Merger)	N/C	0.00	-						
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Totals			720.00	51.00	28.56	-	-	-	-	-	-

A: Board Approved? (section 2.4)

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

Board member's signature below

Rebecca A Kujawa

Signature

Totals:		Date
Acct #	Meetings	720.00
	Mileage	28.56
	Meals	-
	Lodging	-
	Other	-
	Grand Total	748.56

Meals	-
Lodging	-
Other	-
Grand Total	-

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

Phelan Piñon Hills Community Services District

BOARD STIPEND & EXPENSE VOUCHER/REPORT

2022		AB1234 Compliant												
		*MAXIMUM PAID @ \$120 PER MEETING DAY AND LIMITED TO 10 MEETINGS PER MONTH							Report of items paid for with District Credit Card***					
Name: Mark Roberts		Date: August 29, 2022												
		Reimbursed @ 0.585			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			
08/03/22		Board Meeting	120.00		-									
08/10/22		Engineering Committee Meeting	120.00		-									
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Totals			240.00	-	-	-	-	-	-	-	-			
A: Board Approved? (section 2.4)						Totals:								
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: 20px;"> <i>Mark Roberts</i> <hr style="width: 200px; margin: 0 auto;"/> Signature </div>		Acct #		Meetings	240.00	Payroll		Date						
			Mileage	-	Board Mtg				Meals	-				
			Meals	-			Lodging	-			Lodging	-		
			Lodging	-			Other	-			Other	-		
			Other	-			Grand Total	240.00			Meals	-		

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

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

2022 AB1234 Compliant											
*MAXIMUM PAID @ \$120 PER MEETING DAY AND LIMITED TO 10 MEETINGS PER MONTH											
Name: Deborah Philips					Date: July 1, 2022			Report of items paid for with District Credit Card***			
Reimbursed @ 0.585					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
07/06/22		Board meeting	120.00	10.00	5.85						
07/13/22		Meeting with GM (SCWC)	120.00	13.00	7.61						
07/14/22		Solid Waste Committee	120.00	10.00	5.85						
07/18/22		ASBCSD	120.00	80.00	46.80						
07/20/22		Board meeting	120.00	10.00	5.85						
07/21/22		Meeting with GM (SCWC)	120.00	13.00	7.61						
07/23/22		SCWD Town Hall	0.00	0.00	-						
07/25/22		CSDA Webinar Board Member and District Liability Issues 2022	120.00	0.00	-						
07/27/22		MWA Watermaster Meeting	0.00	0.00	-						
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Totals			840.00	136.00	79.56	-	-	-	-	-	-

<p>A: Board Approved? (section 2.4)</p> <div style="border: 1px solid black; background-color: yellow; padding: 5px; margin: 10px 0;"> <p>I certify the expenses listed above are related to my authorized travel according to the Phelan Piñon Hills Community Services District Policies.</p> </div> <p style="text-align: center;">Board member's signature below</p> <p style="text-align: center; font-family: cursive; font-size: 1.2em;"><i>Deborah Philips</i></p> <p style="text-align: center;">_____ Signature</p>	<p style="text-align: center;">Totals:</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 50%;">Acct # _____</td><td style="width: 10%;">Meetings</td><td style="width: 10%; text-align: right;">840.00</td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td></tr> <tr><td>_____</td><td>Mileage</td><td style="text-align: right;">79.56</td><td>Payroll</td><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>Meals</td><td style="text-align: right;">-</td><td>Board Mtg</td><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>Lodging</td><td style="text-align: right;">-</td><td></td><td></td><td></td></tr> <tr><td>_____</td><td>Other</td><td style="text-align: right;">-</td><td></td><td></td><td></td></tr> <tr><td></td><td>Grand Total</td><td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">919.56</td><td></td><td></td><td></td></tr> </table>	Acct # _____	Meetings	840.00				_____	Mileage	79.56	Payroll	_____	_____	_____	Meals	-	Board Mtg	_____	_____	_____	Lodging	-				_____	Other	-					Grand Total	919.56				<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 50%;">Meals</td><td style="width: 10%; text-align: right;">-</td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td></tr> <tr><td>Lodging</td><td style="text-align: right;">-</td><td></td><td></td><td></td></tr> <tr><td>Other</td><td style="text-align: right;">-</td><td></td><td></td><td></td></tr> <tr><td></td><td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">-</td><td></td><td></td><td></td></tr> </table>	Meals	-				Lodging	-				Other	-					-			
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**Mileage is automatically calculated based on the number of miles entered.

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

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

2022						AB1234 Compliant													
*MAXIMUM PAID @ \$120 PER MEETING DAY AND LIMITED TO 10 MEETINGS PER MONTH						Report of items paid for with District Credit Card***													
Name: Deborah Philips						Date: August 30, 2022													
Reimbursed @ 0.585						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								
08/03/22		Board Meeting	120.00	10.00	5.85														
08/06/22		Town Hall	NC		-														
08/11/22		Legislative Committee	120.00	10.00	5.85														
08/11/22		Solid Waste Recycling Committee	0.00		-														
08/15/22		ASBCSD Meeting	120.00	70.00	40.95														
08/22/22		CSDA Confernce	120.00	128.00	74.88														
08/23/22		CSDA Confernce	120.00		-														
08/24/22		CSDA Confernce	120.00		-														
08/25/22		CSDA Confernce	120.00	128.00	74.88														
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Totals			840.00	346.00	202.41	-	-	-	-	-	-								
A: Board Approved? (section 2.4) <div style="border: 1px solid black; padding: 2px; margin: 5px 0;">I certify the expenses listed above are related to my authorized travel according to the Phelan Piñon Hills Community Services District Policies.</div> <p style="margin-top: 10px;">Board member's signature below</p> <p style="text-align: center; font-family: cursive; font-size: 1.2em; margin-top: 10px;"><i>Deborah Philips</i></p> <p>_____ Signature</p>						Acct # _____ _____ _____ _____ Grand Total		Totals: Meetings 840.00 Mileage 202.41 Meals - Lodging - Other - 1,042.41		<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%; text-align: center;">Date</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Payroll</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">Board Mtg</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>			Date	Payroll		Board Mtg		Meals _____ Lodging _____ Other _____ -	
	Date																		
Payroll																			
Board Mtg																			

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

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

Agenda Item 3c

Approval of Contractor
Payments

Date: 08/09/2022

Name of Vendor: Steen Design Studio, Inc.

Description of work: Civic Center Phase 1

Purchase Order # PO-04510

Amended Purchase Order # PO-05147

Date of Board Approval May 5, 2021

Original Approved Amount: \$ 139,902.00
Amount Approved C/O #1
Amount Approved C/O #2

Total Contract Amount \$ 139,902.00

% Completed to Date 100%

Total Invoiced to Date \$ 139,902.00

Amount Paid to Date 41,970.60

Total Due this Invoice \$97,931.40

Total Contract Amount After Invoice: \$0.00

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

[Signature]
Engineering Manager 8/9/22
Date

[Signature]
General Manager 8/9/22
Date

Approved by Board of Directors: _____
Date

STEENO DESIGN STUDIO, INC.
11774 HESPERIA ROAD, SUITE B1
HESPERIA, CA 92345

Invoice

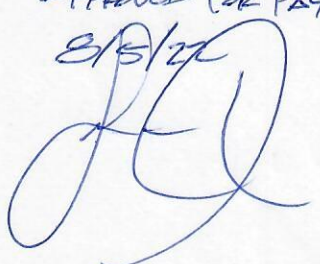
Date	Invoice #
6/30/2022	4754

Bill To

PPHCSD
 PO BOX 294049
 PHELAN, CA 92329-4049

Terms
Note

Description	Total Fee
<p>BILLING UP TO JUNE 30,2022</p> <p style="text-align: center;"><i>5147</i></p> <p>ARCHITECTURAL SERVICES UNDER PPHCSD PO #04510 PER AGREEMENT FOR DESIGN AND CONSTRUCTION DOCUMENTS (CDs) FOR CIVIC CENTER BUILDING IN PHELAN, CA:</p> <p>FEE: \$139,902</p> <p>FEE SCHEDULE:</p> <ol style="list-style-type: none"> 1. \$41,970.60 START OF WORK 2. \$41,970.60 COMPLETION OF HALF OF CDs 3. \$48,965.70 COMPLETION OF CDs 4. \$6,995.10 COMPLETION OF PLAN CHECK <p>BALANCE: \$97,931.40</p> <p style="text-align: right;">PAID 08/18/2021</p>	<p>97,931.40</p>

5147
PO 4510
 APPROVED FOR PAYMENT
8/5/22


DESCRIPTION	BL ACCT #	AMT
NOTES		
PO #	GEN MGR	
DEPT MGR	ADMIN MGR	

Thank You for Choosing Steeno Design Studio

Phone #	Web Site	Fax #
760-244-5001	www.SteenDesign.com	760-244-1948



PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT PURCHASE ORDER

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

PO Number: PO-04510

Date: 04/14/2021

Request #: PO-04510

Vendor #: STEDES

ISSUED TO: Steeno Design Studio, Inc
 11774 Hesperia Road, Suite B1
 Hesperia, CA 92345-

SHIP TO: Phelan Pinon Hills Community Services District
 4176 Warbler Road
 Phelan, CA 92371

ITEM	UNITS	DESCRIPTION	PROJECT	PRICE	GL ACCOUNT #	GL ACCOUNT NAM	AMOUNT
1		Civic Center - Professional Serv	C0002		01-0-0-17000	CIP Enterprise Fun	139,902.00
		Board Approved - March 3rd 2021					
		Professional Services for Civic Center - Phase 1 of approved CUP					
		Steeno Design to prepare:					
		1. Coordination with County and Engineering for Construction Documents					
		2. Architectual Drawings					
		3. Foundation Plan					
		4. Electrical, Mechanical, Plumbing Drawings					
		5. Structural Calculations					
		6. Title 24 plans and calculations					
		7. Coordination and Plans submittals					
		8. Construction permit					
		Total: 139 902					

Requested By: George Cardenas

Date: 4/14/2021

SUBTOTAL:	139,902.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	139,902.00

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

Date: 08/09/2022

Name of Vendor: Steen Design Studio, Inc.

Description of work: Civic Center Master Plan

Purchase Order # PO-04583

Amended Purchase Order # PO-05148

Date of Board Approval May 5, 2021

Original Approved Amount: \$ 49,500.00
Amount Approved C/O #1
Amount Approved C/O #2

Total Contract Amount \$ 49,500.00

% Completed to Date 100%

Total Invoiced to Date \$ 49,500.00

Amount Paid to Date 19,800.00

Total Due this Invoice \$29,700.00

Total Contract Amount After Invoice: \$0.00

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

[Signature]
Engineering Manager 8/9/22
Date

[Signature]
General Manager 8/9/22
Date

Approved by Board of Directors: _____
Date

STEENO DESIGN STUDIO, INC.
11774 HESPERIA ROAD, SUITE B1
HESPERIA, CA 92345

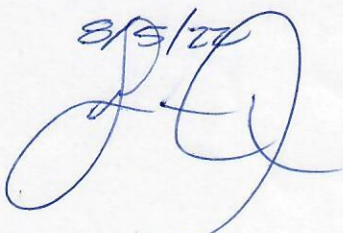
Invoice

Date	Invoice #
6/30/2022	4755

Bill To

PPHCSD
 PO BOX 294049
 PHELAN, CA 92329-4049

Terms
Note

Description	Total Fee
<p>BILLING UP TO JUNE 30, 2022</p> <p>ARCHITECTURAL SERVICES UNDER PPHCSD PO #04583 PER AGREEMENT FOR MASTER SITE PLAN DESIGN SERVICES FOR NEW 19 ACRE CIVIC AND PARK CENTER IN PHELAN, CA:</p> <p>FEE: \$49,500</p> <p>FEE SCHEDULE:</p> <ol style="list-style-type: none"> \$19,800 START OF WORK \$19,800 SUBMITTAL TO COUNTY PLANNING \$9,900 COMPLETION OF PLANNING REVIEW <p>BALANCE: \$29,700</p> <p>PAID 08/18/2021</p> <p>5148 PO #583 APPROVED FOR PAYMENT 8/18/22</p> 	29,700.00

Thank You for Choosing Steeno Design Studio		
Phone #	Web Site	Fax #
760-244-5001	www.SteenDesign.com	760-244-1948



PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT PURCHASE ORDER

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

PO Number: PO-04583

Date: 06/02/2021

Request #: PO-04583

Vendor #: STEDES

ISSUED TO: Steeno Design Studio, Inc
 11774 Hesperia Road, Suite B1
 Hesperia, CA 92345-

SHIP TO: Phelan Pinon Hills Community Services District
 4176 Warbler Road
 Phelan, CA 92371

ITEM	UNITS	DESCRIPTION	PROJECT	PRICE	GL ACCOUNT #	GL ACCOUNT NAM	AMOUNT
1		Master Plan Services Civic Center Board approve May 5th, 2021 Services to include: <ul style="list-style-type: none"> • Coordinate and correspond with all disciplines and agencies involved in the completion and approval of the Site Plan Changes • Design Master Site Plan Design • Re-Design Parking and Circulation Plan • Design to ADA Accessibility Standards • Design Community Center Building Exterior Elevations • Design Community Center Building Floor Plan • Coordinate Filing of County Pre-Development Review Planning Application • Coordinate Filing of formal Master Site Plan/CUP Planning Application • Coordinate the submittal of Plans to the appropriate agencies and guidance in obtaining approval of Master Site Plan/CUP • Incorporate agency comments and provide written response along with all additional material required for submission Total: \$49,500 Master Site Plan/CUP <ul style="list-style-type: none"> • Incorporate agency comments and provide written response along with all additional material 	C0078		22-2-0-17000	CIP - Parks & Rec	49,500.00

Requested By: George Cardenas

Date: 6/2/2021

SUBTOTAL:	49,500.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	49,500.00

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

Date: 08/17/2022

Name of Vendor: KTUA

Description of work: Phelan Community Park Project

Purchase Order # PO-04200

Date of Board Approval August 12, 2020

Original Approved Amount: \$ 287,925.00

Amount Approved C/O #1

Amount Approved C/O #2

Total Contract Amount \$ 287,925.00

% Completed to Date 99%

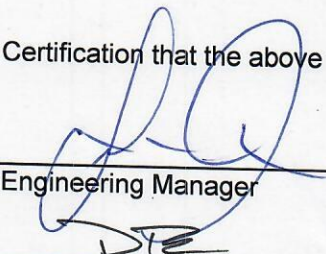
Total Invoiced to Date \$ 286,125.00

Amount Paid to Date 278,357.60


Total Due this Invoice \$7,767.40

Total Contract Amount After Invoice: \$ 1,800.00

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


Engineering Manager

8/24/22
Date


General Manager

8/29/22
Date

Approved by Board of Directors:

Date



3916 Normal Street
 San Diego, CA 92103
 619.294.4477
www.ktua.com
 PLA 2342 • 2386 • 2500

George Cardenas
 Phelan Pinon Hills Community Services District
 Mr. George Cardenas
 4176 Warbler Road
 Phelan, CA 92371

August 15, 2022
 Project No: 020-023.02
 Invoice No: 34149

Project 020-023.02 Phelan Park - Phase 1A/2A 1B/2B

For professional services for the period July 1, 2022 to July 31, 2022

Fee Charges

Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Park Site - Kick Off Meeting					
KTUA	1,200.00	100.00	1,200.00	1,200.00	0.00
TRLS	810.00	100.00	810.00	810.00	0.00
Total Park Site - Kick Off Meeting	2,010.00		2,010.00	2,010.00	0.00
Group 1A- Community Meeting 1 & 2					
KTUA	7,720.00	100.00	7,720.00	7,720.00	0.00
TRLS	900.00	100.00	900.00	900.00	0.00
Total Group 1A- Community Meeting 1 & 2	8,620.00		8,620.00	8,620.00	0.00
Group 1A - Stakeholders Meeting					
KTUA	4,665.00	100.00	4,665.00	4,665.00	0.00
Total Group 1A - Stakeholders Meeting	4,665.00		4,665.00	4,665.00	0.00
Group 1A - Final Programming					
KTUA	2,345.00	100.00	2,345.00	2,345.00	0.00
TRLS	1,170.00	100.00	1,170.00	1,170.00	0.00
ARC	600.00	100.00	600.00	600.00	0.00
Total Group 1A - Final Programming	4,115.00		4,115.00	4,115.00	0.00
Group 1A - CUP Package Draft					
KTUA	2,830.00	100.00	2,830.00	2,830.00	0.00
TRLS	4,050.00	100.00	4,050.00	4,050.00	0.00
EDI	2,520.00	100.00	2,520.00	2,520.00	0.00

ARC	2,400.00	100.00	2,400.00	2,400.00	0.00
Total Group 1A - CUP Package Draft	11,800.00		11,800.00	11,800.00	0.00
Group 1A - Draft Schematic Park Site (15%)					
KTUA	48,890.00	100.00	48,890.00	48,890.00	0.00
TRLS	37,350.00	100.00	37,350.00	37,350.00	0.00
EDI	8,100.00	100.00	8,100.00	8,100.00	0.00
ARC	7,200.00	100.00	7,200.00	7,200.00	0.00
Total Group 1A - Draft Schematic Park Site (15%)	101,540.00		101,540.00	101,540.00	0.00
Group 1A - Expense					
KTUA	600.00	0.00	0.00	0.00	0.00
TRLS	200.00	0.00	0.00	0.00	0.00
EDI	200.00	0.00	0.00	0.00	0.00
Total Group 1A - Expense	1,000.00		0.00	0.00	0.00
Group 2A - Refined Site Plan Park Site					
KTUA	3,645.00	100.00	3,645.00	3,645.00	0.00
Total Group 2A - Refined Site Plan Park Site	3,645.00		3,645.00	3,645.00	0.00
Group 2A - Community Meetings 3 & 4					
KTUA	6,180.00	100.00	6,180.00	6,180.00	0.00
Total Group 2A - Community Meetings 3 & 4	6,180.00		6,180.00	6,180.00	0.00
Group 2A - CUP Package					
KTUA	13,760.00	100.00	13,760.00	13,760.00	0.00
TRLS	2,340.00	100.00	2,340.00	2,340.00	0.00
EDI	930.00	100.00	930.00	930.00	0.00
Total Group 2A - CUP Package	17,030.00		17,030.00	17,030.00	0.00
Group 2A - Final Schematic Plan Park Site (35%)					
KTUA	32,105.00	100.00	32,105.00	28,894.50	3,210.50
TRLS	25,830.00	100.00	25,830.00	23,247.00	2,583.00
EDI	10,740.00	100.00	10,740.00	9,666.00	1,074.00
ARC	9,000.00	100.00	9,000.00	8,100.00	900.00
Total Group 2A - Final Schematic Plan Park Site (35%)	77,675.00		77,675.00	69,907.50	7,767.50

Group 1A/2A - Expense						
KTUA	600.00	0.00	0.00	0.00	0.00	0.00
TRLS	200.00	0.00	0.00	0.00	0.00	0.00
Total Group 1A/2A - Expense	800.00		0.00	0.00	0.00	0.00

Group 1B - Draft Schematic for Civic Site (15%)						
KTUA	23,935.00	100.00	23,935.00	23,935.00	0.00	0.00
Total Group 1B - Draft Schematic for Civic Site (15%)	23,935.00		23,935.00	23,935.00	0.00	0.00

Group 2B - Final Schematics for Civic Site (35%)						
KTUA	24,910.00	100.00	24,910.00	24,910.00	0.00	0.00
Total Group 2B - Final Schematics for Civic Site (35%)	24,910.00		24,910.00	24,910.00	0.00	0.00

Total Fee	287,925.00		286,125.00	278,357.50	7,767.50	
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Total Fixed Fee 7,767.50

Total this Invoice \$7,767.50

Outstanding Invoices

Number	Date	Balance
34087	7/25/2022	15,535.00
Total		15,535.00

Total Now Due \$23,302.50

Billings to Date

Fee	Current	Prior	Total
	7,767.50	278,357.50	286,125.00
Totals	7,767.50	278,357.50	286,125.00

NEEDS BOARD APPROVAL
LEARRS
8/15/22

12 PAYMENT

[Handwritten signature]



PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT PURCHASE ORDER

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

PO Number: PO-04200

Date: 08/12/2020

Request #: PO-04200

Vendor #: KTUA

ISSUED TO: KTUA
 3916 Normal Street
 San Diego, CA 92103-

SHIP TO: Phelan Pinon Hills Community Services Distric
 4176 Warbler Road
 Phelan, CA 92371

ITEM	UNITS	DESCRIPTION	PROJECT	PRICE	GL ACCOUNT #	GL ACCOUNT NAM	AMOUNT
1		Phelan Community Park Project - KTUA Phase 1 - 15% level design and Phase 2 35% (CUP submittal) Design includes: Civic Center Plaza (Area "A") and Phelan Community Park (Area "B")\ Phase 1: Stakeholder meetings 15% Draft and Final Schematics Design, hardlines Phase 2: Community Workshops 35% Draft and Fianl Schematics Design, hardlines Prop. 68 Grant Application	C0078		22-2-0-17000	CIP - Parks & Rec	287,925.00

Requested By: George Cardenas

Date: 8/12/2020

SUBTOTAL:	287,925.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	287,925.00

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

Agenda Item 3d

Acceptance of July
Disbursements



Cash Disbursements Report

By Payment Number

Payment Dates 07/01/2022 - 07/31/2022

Payment Number	Payment Date	Vendor #	Vendor Name	Account Number	Project Account Key	Payment Amount
Payment Number	Payable Number	Description	Vendor Name	Account Number	Project Account Key	Item Amount
475	7/7/2022	CHAJOH	Charlie Johnson			40.37
	063022	June Mileage - Board and General Man...		01-0-1-52213		40.37
476	7/7/2022	DEBPHI	Deborah Jeanne Philips			70.20
	063022	June Mileage - Solid Waste Meeting Aut...		01-0-1-52210		-5.85
	063022	June Mileage - Board, SW, ASBCSD Meet..		01-0-1-52219		70.20
	063022	June Mileage - Solid Waste Meeting		25-5-1-52210		5.85
477	7/7/2022	KIMWAR	Kimberly Ward			565.36
	063022	Reimb. - Supplies Purchases for Events		01-0-1-54530		565.36
478	7/7/2022	REBKUJ	Rebecca A. Kujawa			11.42
	063022	June Mileage - Regular Board Meetings		01-0-1-52212		11.42
479	7/20/2022	KIMWAR	Kimberly Ward			276.23
	062822	Reimb.- Phone Tree Recording		01-0-1-54500		211.00
	062822	Reimb.- Event Supplies		01-0-1-54530		65.23
32847	7/7/2022	APEREN	Apex Rentals			301.62
	75164	(7) Portable Gas & Diesel Cans		01-1-2-54620		301.62
32848	7/7/2022	ATK	Atkinson, Andelson, Loya, Ruud & Romo Professional Corp. Attorneys at Law			4,391.99
	649880	Mojave Adjudication Legal Svcs. - Apr.		01-0-1-53120	C0057 LEGAL	4,391.99
32849	7/7/2022	BRUMCE	Brunick, McElhane & Kennedy			4,712.51
	173	Legal Svcs. - May Well #15		01-0-0-17000	C0095 OUTSIDE SVCS	409.38
	173	Legal Svcs. - May		01-0-1-53120		1,962.50
	173	Legal Svcs. - May		01-0-1-53120	C0085 OUTSIDE SVCS	425.00
	173	Legal Svcs. - May Well #16		01-0-1-53120		409.38
	173	Legal Svcs. - May		01-1-9-54800	C0049 OUTSIDE SERVIC	100.00
	173	Legal Svcs. - May		20-0-1-53120		137.50
	173	Legal Svcs. - May		22-0-1-53120		250.00
	173	Legal Svcs. - May		25-0-1-53120		1,018.75
32850	7/7/2022	CIEDB BC14-101	US Bank			292,534.41
	63606	Loan 14-101 Principal		01-1-0-29720		216,545.76
	63606	Loan 14-101 Interest		01-1-1-91010		58,718.50
	63606	Loan 14-101 Annual Fee		01-1-1-92010		17,270.15
32851	7/7/2022	CINFIR	Cintas			645.15
	5114497502	First Aid Supplies - Shop		01-1-1-54500		413.84
	5114497565	First Aid Supplies - CSD		01-0-1-54500		226.68
	5114497565	First Aid Supplies - CSD		22-0-1-54500		4.63
32852	7/7/2022	CIN UNI	Cintas Corporation			722.63
	063022	Uniform Rental Svcs. - June		01-1-1-54680		603.15
	063022	Uniform Rental Svcs. - June		22-2-1-54680		46.90
	4121286656	Vehicle Wash Station Supplies		01-1-8-54710		36.29
	4123766684	Vehicle Wash Station Supplies		01-1-8-54710		36.29
32853	7/7/2022	CORE	Core & Main			2,483.75
	R080342	(70) CTS Clamps		01-1-0-13010		2,483.75
32854	7/7/2022	SBC LAFCO	County of San Bernardino			10,000.00
	1800001033	LAFCO's FY 2022-23 Apportionment		01-1-1-54830		9,800.00
	1800001033	LAFCO's FY 2022-23 Apportionment		20-0-1-54830		200.00

Cash Disbursements Report

Payment Dates: 07/01/2022 - 07/31/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
32855	7/7/2022 22-128562 22-164695	SBC LIENS (1) Lien Release Doc. (19) Lien Release Docs.	County of San Bernardino	01-1-1-54830 01-1-1-54830		400.00 20.00 380.00
32856	7/7/2022 6507EC66-0003	STREAM Website Hosting - July	Digital Deployment, Inc.	01-0-1-53170		300.00 300.00
32857	7/7/2022 063022	DONBAR Mileage Reimbursement - June	Don Bartz	01-0-1-54140		416.91 416.91
32858	7/7/2022 0323 101421	EI TOR Safety Training Lunch - June 22 Safety Training Lunch - Oct. 14	El Torito	01-0-1-54260 01-0-1-54260		1,142.15 603.40 538.75
32859	7/7/2022 063022 070122	FRO 5072 Phones - Oasis Yard 6/25 -6/30 Phones - Oasis Yard 7/1 - 7/24	Frontier Communications	01-1-1-58010 01-1-1-58010		129.26 25.85 103.41
32860	7/7/2022 063022 070122	FRO 8637 Phones - Sr. Ctr. 6/19 - 6/30 Phones - Sr. Ctr. 7/1 - 7/18	Frontier Communications	22-0-1-58010 22-0-1-58010		61.19 24.48 36.71
32861	7/7/2022 101-55727-01	GAOSBO Materials for 3" Service Repair	G.A. Osborne Pipe & Supply Inc	01-1-5-54620		842.78 842.78
32862	7/7/2022 449	GREEAR Phelan Park Maint. - June	GreenEarth Landscape	22-2-2-53150		45.00 45.00
32863	7/7/2022 68766 68822	HESHOS Overhead Hose for Fill Station Fill Station Discharge Exhaust	Hesperia Hose Supply Inc	01-1-2-54620 01-1-2-54620		239.96 80.66 159.30
32864	7/7/2022 14903	IEC Prop. Well #15 Improvement Plans	Infrastructure Engineering Corporation	01-0-0-17000	C0095 OUTSIDE SVCS	1,000.00 1,000.00
32865	7/7/2022 S1055390-007	INLWAT (10) 1/4" Brass Ball Valves	Inland Water Works Supply Co.	01-1-0-13010		193.95 193.95
32866	7/7/2022 33964 34033	KTUA Phelan Community Park Project - Archit... Phelan Park Clean (Grant) Professional ...	KTU&A Planning & Landcape Architecture	22-2-0-17000 22-2-1-53150	C0078 OUTSIDE SVCS	4,018.75 3,883.75 135.00
32867	7/7/2022 58100126531	LES SCH Trk #4 - (1) Tire Replaced	Les Schwab Tire Centers of Central CA, INC.	01-1-8-54710		386.75 386.75
32868	7/7/2022 22-0643	LILBURN Civic Center-Park Environmental tech. R...	Lilburn Corp.	22-2-0-17000	C0078 OUTSIDE SVCS	242.50 242.50
32869	7/7/2022 53 55	SHINE Painting Classes 6/23 Painting Classes 6/30	Mary Gabriel	22-2-2-54800 22-2-2-54800		1,846.00 922.00 924.00
32870	7/7/2022 063022 063022 063022 063022 063022 063022 063022 063022 063022 063022 063022	ANDTRU Cr #310882 - Returned Flag (Incorrect Si... Inv #310878 - Flag for Oasis Yard Inv #310982 - Flat Wash Inv #310929 - (2) Keys Inv #310970 - Power Cord & Hydrant Fil... Inv #310995 - Bolts, Nuts & Washers Inv #310871 - Hose Clamps for Fill Stati... Inv #310952 - Air Chuck for Well Soundi... Inv #310919 - Stakes for Beeklye Repairs Inv #310985 - PVC for 2A Drain System Inv #310940 - Lockwash	Mills Hardware	01-1-1-54620 01-1-1-54620 01-1-2-54620 01-1-2-54620 01-1-2-54620 01-1-2-54620 01-1-2-54620 01-1-3-54620 01-1-5-54620 01-1-5-54620 22-2-2-54620		433.18 -51.71 51.71 10.23 6.01 26.47 25.13 12.02 62.03 15.01 23.68 17.00

Cash Disbursements Report

Payment Dates: 07/01/2022 - 07/31/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
	063022	Inv #310873 - Paint Spray		22-2-2-54620		17.22
	063022	Inv #310844 (2) Cable Ties		22-2-2-54620		35.54
	063022	Inv #310853 - Cord Extension & Bulbs		22-2-2-54620		59.22
	063022	Inv #310861 - Chain & Hooks		22-2-2-54800		123.62
32871	7/7/2022	NAPA	NAPA Auto Parts			535.05
	063022	CR 54810 - Returned Tie for Fill Station		01-1-2-54620		-25.85
	063022	CR548479 Returned Cable Purchased for..		01-1-2-54620		-47.40
	063022	Inv #548509 - Cable for Fill Station		01-1-2-54620		47.40
	063022	Inv #548819 - Battery for Fill Station		01-1-2-54620		312.14
	063022	Inv #548471 - Tie, Hose & Cable for Fill S..		01-1-2-54620		86.14
	063022	Inv #550143 - Trk #22 Engine Oil		01-1-8-54710		21.54
	063022	Inv #549311 LED Light Kit for #110		01-1-8-54710		77.57
	063022	Inv #548324 - Vactor #15 Gauge & Supp...		01-1-8-54710		43.08
	063022	Inv #548187 - Trk #24 Cleaner & Lubrica...		01-1-8-54710		20.43
32872	7/7/2022	OFFSOL	Office Solutions			469.29
	I-02017566	Office Supplies-Pens, Glue, Correctors, ...		01-0-1-54530		421.23
	I-02017596	Office Supplies - Banker Boxes		01-0-1-54530		41.63
	I-02018709	Office Supplies		01-0-1-54530		6.43
32873	7/7/2022	RACE	Race Communications			618.00
	702594	Phones-Internet CSD July		01-0-1-58010		254.50
	702594	Phones-Internet Credit CSD July		01-0-1-58010		-100.00
	702594	Phones- Internet Shop July		01-1-1-58010		204.50
	702594	Phones-Internet Pinon Hills CC July		22-0-1-58010		254.50
	702594	Phones-Internet Phelan CC July		22-0-1-58010		204.50
	702594	Phones-Internet Credit Phelan CC July		22-0-1-58010		-200.00
32874	7/7/2022	REBEL	Rebel Oil Company, Inc.			13,976.39
	7063060	Fuel - 66 Gl., DSL - 32 Gl.		01-1-8-54410		651.66
	7063070	Fuel - 500 Gl., DSL - 300 Gl.		01-1-8-54410		4,737.82
	7063496	Fuel - 400 Gl., Dsl - 500 Gl.		01-1-8-54410		5,660.38
	7063520	Fuel - 484 Gl.		01-1-8-54410		2,926.53
32875	7/7/2022	ARMELE	Rodger Ashby			600.00
	06132022	Electric Repairs Due to Fire - Site 2A Pu...		01-1-5-54620		600.00
32876	7/7/2022	ROSE	Rose Noir Chocolates LLC			185.99
	002215	Kids Baking Class & Supplies 6/22/22		22-2-2-54800		185.99
32877	7/7/2022	STAINS	Standard Insurance Company			983.17
	070122	LTD/Life/ AD&D - July		01-0-1-51230		821.31
	070122	LTD/Life/ AD&D - July		01-7-7-51230		96.41
	070122	LTD/Life/ AD&D - July		22-0-1-51230		65.45
32878	7/7/2022	SWRCB	SWRCB-DWOCF			55.00
	070122	Water Treatment (T1) Cert Renewal J. O...		01-1-1-54260		55.00
32879	7/7/2022	TOMDOD	Tom Dodson & Associates			3,448.00
	PPH-116-8	Prop. Well #15 & #16 - CEQA Svcs.		01-0-0-17000	C0095 OUTSIDE SVCS	3,448.00
32880	7/7/2022	TOPNOT	Top Notch Networking, LLC			2,984.80
	25881	Software Support - July		01-0-1-53170		2,984.80
32881	7/7/2022	TURSEC	Turner Security, Inc			373.60
	213585	Monitoring Svc. - July CSD		01-0-1-53150		43.95
	213585	Monitoring Svc. - July Op Locations		01-1-2-53150		230.75
	213585	Monitoring Svc. - July (2) CC's		22-2-2-53150		98.90
32882	7/7/2022	TYLBUS	Tyler Business Forms			322.20
	72865	Self Seal Envelopes		01-0-1-54530		322.20

Cash Disbursements Report

Payment Dates: 07/01/2022 - 07/31/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
32883	7/7/2022 025-382920	TYLTEC UB Online Support - July	Tyler Technologies, Inc	01-1-6-53170		265.00 265.00
32884	7/7/2022 620220540 dsb20211729	USA (114) Tickets USA Dig Safe Regulatory Fee	Underground Service Alert of So. Cal.	01-1-2-53150 01-1-1-53160		327.29 198.10 129.19
32885	7/7/2022 769107	UNI SITE Porta Potties for Covid Site	United Site Services of California, Inc.	01-0-1-53150	C0086 OUTSIDE SVCS	387.89 387.89
32886	7/7/2022 50330060	UNIVAR Liquid Chlorine	UNIVAR INC.	01-1-3-54500		1,901.31 1,901.31
32887	7/7/2022 022109 023564	USABB Chlorine Pump & (6) Chlorine Injectors Transducers & Gauges	HD Supply Facilities Maintenance, Ltd	01-1-5-54620 01-1-5-54620		2,966.95 1,539.79 1,427.16
32889	7/20/2022 0045 070822	ASBCSD June Meeting - Deborah July Meeting - Deborah	Assn of SB County Special Districts	01-0-1-52239 01-0-1-52239		80.00 40.00 40.00
32890	7/20/2022 652166 652166 655608	ATK Mojave Adjudication Legal Svcs. Interest.. Mojave Adjudication Legal Svcs. - May Mojave Adjudication Legal Svcs. - June	Atkinson, Andelson, Loya, Ruud & Romo Professional Corp. Attorneys at Law	01-0-1-53120 01-0-1-53120 01-0-1-53120	C0057 LEGAL C0057 LEGAL C0057 LEGAL	13,665.54 0.90 9,690.77 3,973.87
32891	7/20/2022 21565	AVCOM Answering Svc. - June	AVCOM Services Inc.	01-0-1-53150		138.50 138.50
32892	7/20/2022 070122 070122 070122	CITY LOAN 21-002 Loan #21-002 Series B Principal Loan #21-002 Series B Interest Loan #21-002 Series A Interest	City National Bank	01-1-0-29750 01-1-1-91010 01-1-1-91010		190,225.34 119,722.34 49,759.85 20,743.15
32893	7/20/2022 9085-1023443 9085-1023758 9085-1024045	CED 400 Amp, 200A Kit, Receivers for Power... Motor Savers for Boosters 400 Amp Plugs-Recievers 4/0 Cable for ...	Consolidated Electrical Distributors Inc	01-1-3-54620 01-1-5-54620 01-1-3-54620		11,325.40 10,222.07 143.50 959.83
32894	7/20/2022 R173074	CORE (70) CTS Clamps	Core & Main	01-1-0-13010		2,483.75 2,483.75
32895	7/20/2022 728712-4538 728988-1564 729262-8478 729262-8478	CR&R Trash - Oasis Yard July Trash - Pinon Hills Park July Trash - Phelan CSD July Trash - Phelan CC July	CR&R Incorporated	01-0-2-58110 22-0-2-58110 01-0-1-58110 22-0-2-58110		896.47 279.37 194.88 211.11 211.11
32896	7/20/2022 11499	DVMG DOT Physical - P. Mihalik	Desert Valley Medical Group Inc	01-0-1-54290		60.00 60.00
32897	7/20/2022 VVP-0392 VVP-0392 VVP-0392-2 VVP-0392-2 VVP-0392-2	VALLE Streamed Meetings - General & Finance... Streamed Engineering Meeting - May Streamed Meeting - General Board Mee... Streamed Movies at the Park - June Streamed Solid Waste Meeting - June	Don Gene Fish Jr.	01-0-1-53150 01-7-7-53150 01-0-1-53150 22-2-2-54800 25-5-1-54800		3,325.00 1,400.00 350.00 700.00 525.00 350.00
32898	7/20/2022 CAVIC84255 CAVIC84360	FASTEN Safety Glasses Earplugs & Electrolytes	Fastenal Company	01-1-2-54500 01-1-2-54500		468.88 170.16 298.72
32899	7/20/2022 070722	FRO 5743 Phones - Office 7/7 - 8/6	Frontier Communications	01-0-1-58010		80.96 80.96

Cash Disbursements Report

Payment Dates: 07/01/2022 - 07/31/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
32900	7/20/2022 071022	FRO 3434 Phones - Telemetry 7/10 - 8/9	Frontier Communications	01-1-5-58010		179.94 179.94
32901	7/20/2022 10698986	GARDA Armored Svcs. - July	Garda CL West, Inc	01-0-1-54200		619.91 619.91
32902	7/20/2022 29492	GENPUM Rebuilt & Refurbished Booster A Motor...	General Pump Company, Inc.	01-1-5-54620		33,526.56 33,526.56
32903	7/20/2022 25764	GEOMON Routine Samples	GEO-Monitor, Inc.	01-1-4-53140		671.50 671.50
32904	7/20/2022 071522	HAN PAI Painting of Ceiling at P.H. C.C.	Hannon Painting	22-2-2-54620		1,500.00 1,500.00
32905	7/20/2022 2001368 2001368	HATTRI Uniforms for Field/Office Staff Uniforms for Field/Office Staff	Hatrix Team Sports & Embroidery	01-0-1-54680 01-1-1-54680		1,808.33 219.95 1,588.38
32906	7/20/2022 19225	IB CON Water Rate Study FY 2021-22	IB Consulting, LLC	01-1-1-53150		410.00 410.00
32907	7/20/2022 215167 215167	INFOSE Additional Postage Deposit Additional Postage Deposit	Infosend Inc	01-0-1-54860 01-0-1-54890		2,239.98 1,119.99 1,119.99
32908	7/20/2022 S1055390-008 S1055390-008-1 S1056141-001 S1057339-001	INLWAT (24) 1" Saddles (9) Traffic Repair Kits (15)4 1/2" clow K2500 Couplings for Hy... (100 Ft.) 6" C-900 Pipe	Inland Water Works Supply Co.	01-1-0-13010 01-1-0-13010 01-1-5-54620 01-1-0-13010		9,018.51 3,189.83 2,909.25 953.59 2,118.37
32909	7/20/2022 2022072 2022072 2022072	LIN SVC Janitorial Svcs July-CSD Janitorial Svcs July-Oasis Janitorial Svcs July-Phelan CC Windows	Richard J. Linsalato	01-0-1-54320 01-1-1-54320 22-0-1-54320		605.00 310.00 225.00 70.00
32910	7/20/2022 063022 063022 123121-1 910029	LOWES Lumber for Forms Exhaust Fans for Booster Stations Cr- Wire for Zone G Credit - Wire for Zone G Tank	Lowe's Credit	01-1-2-54620 01-1-3-54500 01-1-3-54500 01-1-3-54500		95.96 76.37 185.89 -83.15 -83.15
32911	7/20/2022 4025	MARFEN Stolen Fence Replaced at Well 10 & 11	Marriott Fence Construction Inc	01-1-2-54620		9,127.00 9,127.00
32912	7/20/2022 58 65	SHINE Painting Classes 7/7 Blanket PO - FY 2022-23 Painting Classes	Mary Gabriel	22-2-2-54800 22-2-2-54800		1,866.00 1,086.00 780.00
32913	7/20/2022 43926	MWA-OESTE 3rd. Qtr. Admin/Bio Fees	Mojave Basin Area	01-1-3-50010		3,999.52 3,999.52
32914	7/20/2022 43927	MWA-ALTO 3rd. Qtr. Admin/Bio Fees	Mojave Basin Area Watermaster	01-1-3-50010		123.27 123.27
32915	7/20/2022 2022-12320 2022-12320-1	MOUPRO (4) Public Notices (2) Public Notices	Mountaineer Progress Newspaper	01-0-1-54110 01-0-1-54110		1,275.00 850.00 425.00
32916	7/20/2022 071822 071822 071822	PHECHA Phun Day Sponsorship Phun Day Sponsorship Phun Day Sponsorship	Phelan Chamber of Commerce	01-1-9-54920 22-0-1-54920 25-5-1-54920		2,000.00 666.00 667.00 667.00

Cash Disbursements Report

Payment Dates: 07/01/2022 - 07/31/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
32917	7/20/2022 37361	PHEEXP Trk #20 - Front Brakes Replaced	Phelan Express, Inc.	01-1-8-54710		413.38 413.38
32918	7/20/2022 070822	PITBOW Postage Refills and Transaction Fees	Pitney Bowes Bank Inc.	01-0-1-54860		512.98 512.98
32919	7/20/2022 071222	PIT RES Reserve Postage for Account 49352339	Pitney Bowes Bank Inc.	01-0-1-54860		500.00 500.00
32920	7/20/2022 463317	RAIMAN 8" Water Line License Fee	Railroad Management Co., LLC	01-1-2-53160		594.57 594.57
32921	7/20/2022 7063251 7063251-1 7063643 7063697	REBEL Fuel - 501 Gl. Fuel PO for remainder of fiscal year 21/... Fuel - 455 Gl. Fuel - 537 Gl.	Rebel Oil Company, Inc.	01-1-8-54410 01-1-8-54410 01-1-8-54410 01-1-8-54410		8,775.69 2,331.74 1,023.61 2,398.28 3,022.06
32922	7/20/2022 0706112022 07082022	ARMELE Electric Repairs - Site 1A, 3A-B, 9A, 6A, ... Electric Repairs - Well 6 & Generator P...	Rodger Ashby	01-1-5-54620 01-1-3-54620		2,650.00 950.00 1,700.00
32923	7/20/2022 121327905-001	SITEONE PVC Parts for Oasis	SiteOne Landscape Supply Holding, LLC	01-1-2-54620		114.70 114.70
32924	7/20/2022 0453301	STEENT Plotter Ink Cartridge	Steven Enterprises Inc	01-7-7-54530		196.09 196.09
32925	7/20/2022 20272	TIMLOC (1) Lockset Installed - Phelan CC	Steven M. Zemba	22-2-2-54620		162.91 162.91
32926	7/20/2022 INV0089257 INV0089257	AQUA MET (24) 1" Sensus IPERL (232) MXU 520 M Single Port Antenna	Aqua Metric Sales Co	01-1-0-13010 01-1-0-13010		33,061.06 3,659.39 29,401.67
32927	7/20/2022 VoIP1604832	TOPNOT Office Phones 7/20 - 8/19	Top Notch Networking, LLC	01-0-1-58010		455.75 455.75
32928	7/20/2022 025-385876 025-386265 025-388027	TYLTEC UB Insite Transaction Fees 4/1 - 6/30 UB Smart Meter Notifications 4/1 - 6/30 UB Online Support - Aug.	Tyler Technologies, Inc	01-1-6-53170 01-1-6-53170 01-1-6-53170		12,231.10 11,830.00 136.10 265.00
32929	7/20/2022 150619918	ULINE Tabs for Lock-Offs	Uline	01-1-6-54620		147.94 147.94
32930	7/20/2022 835540	UNI SITE Porta Potties Rental for Covid Site	United Site Services of California, Inc.	01-0-1-53150	C0086 OUTSIDE SVCS	387.89 387.89
32931	7/20/2022 50384747	UNIVAR Liquid Chlorine - Qty. - 563 Gl.	UNIVAR INC.	01-1-3-54500		2,070.22 2,070.22
32932	7/20/2022 25AR1475985 25AR1475985-1	IMA SOU Base Rate & Copies Contract Amount for Copies 6/14-6/30	Visual Edge, Inc.	01-0-1-53150 01-0-1-53150		538.31 340.86 197.45
32933	7/20/2022 81036877 81036877 81036877 81036877 81036877	WAXIE PAPER TOWELS-CASE SHIPPING SURCHARGE TOILET PAPER-CASE TRASH CAN LINERS GRAFITTI REMOVER- CASE	Waxie Enterprises, Inc	01-0-1-54530 22-2-2-54500 22-2-2-54500 22-2-2-54500 22-2-2-54500		703.24 171.40 9.80 126.71 149.69 245.64

Cash Disbursements Report

Payment Dates: 07/01/2022 - 07/31/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
32934	7/20/2022 3374072	XEROX Copier Lease 7/12 - 8/11	Xerox Corporation	01-0-1-54300		280.55 280.55
DFT0011151	7/6/2022 043022-2 043022-2 043022-2	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		93,172.53 112,695.85 -22,424.71 2,901.39
DFT0011152	7/7/2022 062222-4585	THEGAS Gas - Phelan CC 5/23 - 6/22	The Gas Company	22-0-2-58110		72.46 72.46
DFT0011153	7/7/2022 062222-4084	THEGAS Gas - Phelan Sr. Ctr. 5/23 - 6/22	The Gas Company	22-0-2-58110		14.79 14.79
DFT0011154	7/7/2022 062922-6056	THEGAS Gas - Pinon Hills CC 5/31 - 6/29	The Gas Company	22-0-2-58110		67.43 67.43
DFT0011155	7/7/2022 062922-6781	THEGAS Gas - Pinon Hills Fire 5/31 - 6/29	The Gas Company	22-0-2-58110		14.30 14.30
DFT0011156	7/1/2022 063022 063022 063022 063022 063022 063022	FBC-CHRIS OSHA Amazon - Bldg. Sfty. Signs Amazon - Fire Extinguisher Sign Amazon - Flag for Shop Amazon - Flag for Shop Amazon Refund - Lost Flag	First Bank Card	01-1-1-54260 01-1-1-54500 01-1-1-54500 01-1-2-54620 01-1-2-54620 01-1-2-54620		177.49 73.95 70.85 8.61 20.04 24.08 -20.04
DFT0011157	7/1/2022 063022 063022 063022 063022 063022 063022 063022 063022 063022	FBC-SEAN Stater Bros - Staff Training Supplies Mexico Lindo - Consolidation Meeting Hole in One - Control Valves Class Suppl. EOU - Summer Semester Tuition EOU - Bookstore SP Stage - College Supplies Mountain Top - Lunch During Fire Amazon - Scada Backup Battery Blue Diamond - Asphalt for Beekley Rd. ...	First Bank Card	01-0-1-54260 01-0-1-54440 01-1-1-54260 01-1-1-54260 01-1-1-54260 01-1-1-54260 01-1-2-54500 01-1-2-54620 01-1-2-54620	C0085 OUTSIDE SVCS	5,385.11 33.68 79.39 30.33 3,708.72 434.17 128.00 256.08 430.90 283.84
DFT0011158	7/1/2022 063022 063022 063022 063022 063022 063022	FBC-STEVE Sams Membership Amazon - Uniform Pants for Dennis Amazon - Bulbs Dunn Edwards - Paint for PH CC Amazon - Sun Shade & Bungee Cords Amazon - Sun Shade	First Bank Card	22-2-1-54230 22-2-1-54680 22-2-2-54620 22-2-2-54620 22-2-2-54800 22-2-2-54800		917.24 108.00 187.05 32.30 364.94 147.98 76.97
DFT0011159	7/1/2022 063022	FBC-DEBORAH CSDA Annual Conference Registration F...	First Bank Card	01-0-1-52239		650.00 650.00
DFT0011160	7/1/2022 063022 063022 063022 063022 063022 063022	FBC-LORI CSMFO - Intro to Gov. Accounting D Nol... Ricks Cafe - Staff Meeting Cafe Blue - GFOA Conference Expense Austin Convention - GFOA Conference E... SQ Star - GFOA Conference Expense Fairmont - GFOA Conference Stay	First Bank Card	01-0-1-54260 01-0-1-54440 01-0-1-54470 01-0-1-54470 01-0-1-54470 01-0-1-54470		1,715.83 75.00 141.66 63.04 14.30 44.74 1,377.09
DFT0011161	7/1/2022 063022 063022 063022 063022	FBC-JENNIFER Mexico Linda - for May Staff Training Stater Bros - Staff Training Supplies Amazon - Brochures Vista Print - Brochures for Town Hall M...	First Bank Card	01-0-1-54260 01-0-1-54260 01-0-1-54530 01-0-1-54530		4,660.94 193.95 72.49 93.59 343.61

Cash Disbursements Report

Payment Dates: 07/01/2022 - 07/31/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
	063022	Pizza Factory - for Board Meeting		01-0-1-54530		31.12
	063022	Zazzle - Name Plates		01-0-1-54530		254.70
	063022	EOU - Summer School Tuition for Jen		01-1-1-54260		2,729.52
	063022	Amazon - School Book		01-1-1-54260		48.61
	063022	EOU - School Supplies		01-1-1-54260		153.33
	063022	1 Stop Fix - Field Surface Pro Repair		01-1-2-54500		100.00
	063022	ESRI Conference Registration for Jen		01-7-7-54260		200.00
	063022	ESRI Conference Registration for Tony		01-7-7-54260		200.00
	063022	Hyatt Hotels - ESRI Conference Stay De...		01-7-7-54470		240.02
DFT0011162	7/1/2022	FBC-DON	First Bank Card			1,868.76
	063022	76 - Fuel		01-0-1-54140		175.00
	063022	76 - Fuel		01-0-1-54140		120.90
	063022	76 - Fuel		01-0-1-54140		86.71
	063022	76 - Fuel		01-0-1-54140		78.44
	063022	Shell - Fuel		01-0-1-54140		75.00
	063022	The Leadership Difference - Book Purch...		01-0-1-54260		20.00
	063022	Mexico Lindo		01-0-1-54440		54.33
	063022	Ricks Cafe - Staff Meeting		01-0-1-54440		97.12
	063022	Ricks Cafe - Meeting w/Charlie		01-0-1-54440		38.95
	063022	Ricks Cafe - Staff Meeting		01-0-1-54440		60.75
	063022	Marriott - CSDA Conference Exp.		01-0-1-54470		46.79
	063022	Marriott - CSDA Conference Exp.		01-0-1-54470		984.44
	063022	Hole in One		01-0-1-54530		30.33
DFT0011163	7/1/2022	FBC-KIM	First Bank Card			2,642.32
	063022	Zoom Subscription		01-0-1-53170	C0086 OUTSIDE SVCS	159.96
	063022	Calendar Wiz		01-0-1-53170		14.00
	063022	My Hero - Casiering Training Items		01-0-1-54260		42.65
	063022	Fred Pryor - Webinar for Aimee		01-0-1-54260		149.00
	063022	CSDA Annual Conference for Kim		01-0-1-54260		650.00
	063022	Pitney Bowes - Postage Meter Rental		01-0-1-54300		37.70
	063022	Amazon - Office Supplies (Paper)		01-0-1-54530		28.00
	063022	Amazon - Office Supplies (Memory Stick)		01-0-1-54530		28.54
	063022	Pizza Factory - for Board Meeting		01-0-1-54530		40.95
	063022	Amazon - Office Supplies (Foot Rest)		01-0-1-54530		30.83
	063022	Amazon - Office Supplies (Hand Soap)		01-0-1-54530		46.06
	063022	Amazon - Office Supplies (Headset Adap...		01-0-1-54530		33.39
	063022	Amazon - Office Supplies (Paper Towels)		01-0-1-54530		47.24
	063022	Amazon - 2 Monitors		01-0-1-54530		419.42
	063022	Amazon - Office Supplies (Headset)		01-0-1-54530		203.65
	063022	Pitney Bowes - Postage Meter Supplies		01-0-1-54530		192.30
	063022	Amazon - Office Supplies (Keyboard)		01-0-1-54530		32.31
	063022	Amazon - Office Supplies (Vacuum)		01-0-1-54530		72.68
	063022	Amazon - Office Supplies ((Mouse Foam...		01-0-1-54530		12.92
	063022	Acacia's Florist		01-0-1-54530		113.69
	063022	Amazon Office Supplies (earbuds w/ mic)		01-0-1-54530		86.19
	063022	Amazon - Office Supplies (Wrist Pad)		01-0-1-54530		10.76
	063022	Cert. Mail Fee		01-0-1-54860		52.80
	063022	Cert. Mail Fee		01-0-1-54860		52.80
	063022	Cert Mail Fee		01-0-1-54860		58.08
	063022	Cert. Mail Fee		01-0-1-54860		5.28
	063022	Cert. Mail Fee for Backflow Letters		01-1-1-54860		21.12
DFT0011164	7/5/2022	AME FID	American Fidelity Assurance Company			222.07
	6052739	Flex Spending 5/31		01-0-0-24580		222.07
DFT0011165	7/7/2022	AME FID	American Fidelity Assurance Company			257.78
	6054507	Flex Spending 6/15		01-0-0-24580		257.78

Cash Disbursements Report

Payment Dates: 07/01/2022 - 07/31/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
DFT0011166	7/8/2022 6055031	AME FID Flex Spending 6/30	American Fidelity Assurance Company	01-0-0-24580		257.78 257.78
DFT0011167	7/11/2022 D471210	AME SUP Supplemental Life Insurance - June	American Fidelity Assurance	01-0-0-24580		374.14 374.14
DFT0011168	7/7/2022 060122	SCE 8092-3468 Electricity - NW Dairy Mobile 6/1 - 6/29	Southern California Edison	01-1-3-58110		81.99 81.99
DFT0011169	7/7/2022 062922	SCE 4241-7012 Electricity - S. Dairy Mobile 6/1 - 6/29	Southern California Edison	01-1-3-58110		148.13 148.13
DFT0011170	7/7/2022 063022	SCE 5917-6455 Electricity - Phelan Park St. Lights 6/1-6/...	Southern California Edison	22-2-2-58110		24.15 24.15
DFT0011171	7/7/2022 062922	SCE 3752-2894 Electricity - N. Dairy Mobile 6/1-6/29	Southern California Edison	01-1-3-58110		124.22 124.22
DFT0011172	7/7/2022 063022	SCE 1613-6373 Electricity - R/R Crossings 6/1 - 6/30	Southern California Edison	23-0-2-58210		15.77 15.77
DFT0011173	7/1/2022 063022	FBC-GEORGE SBC EZ Pay - Address Assign for Well #15	First Bank Card	01-0-0-17000	C0095 OUTSIDE SVCS	1,219.51 161.56
	063022	Adobe Subscription - (7) Office		01-0-1-53170		118.93
	063022	Ricks Cafe - Staff Meeting		01-0-1-54440		98.97
	063022	Mexico Lindo - Staff Meeting Reg. Cann...		01-0-1-54440		67.52
	063022	Ricks Cafe - Coonsolidation Meeting		01-0-1-54440	C0085 OUTSIDE SVCS	41.10
	063022	Ricks Cafe - Staff Meeting		01-0-1-54440		119.82
	063022	Coronado Starbucks - CSDA Breakfast		01-0-1-54470		5.69
	063022	Marriot - CSDA Conference Lunch for D...		01-0-1-54470		41.56
	063022	Apple - iCloud Storage		01-1-1-53170		0.99
	063022	Adobe Subscription - (10 Field		01-1-1-53170		16.99
	063022	Tractor Supply Return - Drag Harrow		01-1-2-54650		-430.99
	063022	Autozone - Trk #5 Cleaning Supplies		01-1-8-54710		41.29
	063022	The Speed Wash # 15		01-1-8-54710		10.00
	063022	Adobe Subscription - (2) Eng.		01-7-7-53170		33.98
	063022	Leadership Difference - 2 Book Purchas...		01-7-7-54260		40.00
	063022	Starbucks - CSDA Conf. Expense		01-7-7-54470		5.58
	063022	Starbucks - CSDA Conf. Expense		01-7-7-54470		6.12
	063022	Coronado Cafe - CSDA Conf. Expense		01-7-7-54470		12.39
	063022	Marriot - CSDA Conference Stay		01-7-7-54470		828.01
DFT0011174	7/1/2022 112944381	FBC-KIM Etrailer - Axle for #114	First Bank Card	01-1-8-54710		2,790.70 762.94
	19141-3714	7/23/22 - Town Hall in the Park: Consoli...		01-0-1-53150	C0085 OUTSIDE SVCS	1,013.88
	19141-3714	8/6/22 - Town Hall in the Park: Meet Yo...		01-0-1-54920		1,013.88
DFT0011175	7/1/2022 061722	FBC-STEVE Trk #28 Purchase Deposit - 2022 Chevy ...	First Bank Card	01-1-0-16730		1,000.00 1,000.00
DFT0011176	7/1/2022 060722	FBC-CHRIS G & M Automotive - Trk #15 Towing fr...	First Bank Card	01-1-8-54710		650.47 650.47
DFT0011177	7/1/2022 SWO006014	FBC-JENNIFER Backhoe #111 Codes, Fuel Repairs	First Bank Card	01-1-8-54710		1,132.41 1,132.41
DFT0011178	7/8/2022 INV0004992	CALPERS 457 Cal PERS 457/ Employer Plan: 450 717 - ...	California Public Employees' Deferred Compensation Plan	01-1-0-24560		215.00 210.60
	INV0004992	Cal PERS 457/ Employer Plan: 450 717 - ...		22-2-0-24560		4.40
DFT0011179	7/8/2022 INV0004993	CALPERS CalPERS/Employee Portion(EE)	Calif Public Employees' Retirement System	01-1-0-24530		2,756.60 2,209.75
	INV0004993	CalPERS/Employee Portion(EE)		01-7-0-24530		217.45
	INV0004993	CalPERS/Employee Portion(EE)		22-2-0-24530		193.13

Cash Disbursements Report

Payment Dates: 07/01/2022 - 07/31/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
	INV0004993	CalPERS/Employee Portion(E)		25-5-0-24530		136.27
DFT0011180	7/8/2022	CALPERS	Calif Public Employees' Retirement System			3,309.96
	INV0004994	CalPERS/Employee Portion(ER)		01-1-0-24530		2,600.41
	INV0004994	CalPERS/Employee Portion(ER)		01-7-0-24530		376.77
	INV0004994	CalPERS/Employee Portion(ER)		22-2-0-24530		332.78
DFT0011181	7/8/2022	CALPERS	Calif Public Employees' Retirement System			7,739.09
	INV0004995	CalPERS/Employer Portion		01-1-0-24530		6,099.94
	INV0004995	CalPERS/Employer Portion		01-7-0-24530		790.35
	INV0004995	CalPERS/Employer Portion		22-2-0-24530		695.57
	INV0004995	CalPERS/Employer Portion		25-5-0-24530		153.23
DFT0011182	7/8/2022	CALPERS	Calif Public Employees' Retirement System			23.25
	INV0004996	CalPERS Retirement/ Survivor Benefits		01-1-0-24530		18.27
	INV0004996	CalPERS Retirement/ Survivor Benefits		01-7-0-24530		2.01
	INV0004996	CalPERS Retirement/ Survivor Benefits		22-2-0-24530		2.51
	INV0004996	CalPERS Retirement/ Survivor Benefits		25-5-0-24530		0.46
DFT0011183	7/8/2022	CALPERS 457	California Public Employees' Deferred Compensation Plan			136.03
	INV0004997	457 Loan Payback		01-1-0-24560		136.03
DFT0011184	7/8/2022	EDD	Employment Development Department			1,051.62
	INV0004998	State Disability Ins - Payroll Taxes		01-0-0-24510		1,051.62
DFT0011185	7/8/2022	IRS	Internal Revenue Service			594.88
	INV0004999	Social Security - Payroll Taxes		01-0-0-24510		594.88
DFT0011186	7/8/2022	EDD	Employment Development Department			3,800.32
	INV0005000	CA State Income Tax - Payroll Taxes		01-0-0-24510		3,800.32
DFT0011187	7/8/2022	IRS	Internal Revenue Service			2,840.50
	INV0005001	Medicare - Payroll Taxes		01-0-0-24510		2,840.50
DFT0011188	7/8/2022	IRS	Internal Revenue Service			10,727.00
	INV0005002	Federal Income Tax - Payroll Taxes		01-0-0-24510		10,727.00
DFT0011189	7/21/2022	VER AIR	Verizon Wireless			948.55
	9910161055	Phones - Jet Packs, Tablets & On-Call Ju...		01-1-1-58010		948.55
DFT0011190	7/21/2022	SCE 8362-7804	Southern California Edison			590.87
	053122	Electricity - Solar Meter May		01-1-3-58110		627.28
	053122	Electricity - Solar Credits May		01-1-3-58115		-36.41
DFT0011191	7/21/2022	SCE 1078-5254	Southern California Edison			557.20
	063022	Electricity - CC & CSD 6/9-6/30		22-0-2-58110		557.20
DFT0011192	7/21/2022	SCE 1078-5254	Southern California Edison			278.60
	071022	Electricity - CC & CSD 7/1-7/10		22-0-2-58110		278.60
DFT0011193	7/21/2022	SCE 7441-5755	Southern California Edison			351.29
	063022	Electricity - Pinon Hills CC 6/3-6/30		22-0-2-58110		351.29
DFT0011194	7/21/2022	SCE 7441-5755	Southern California Edison			54.05
	070422	Electricity - Pinon Hills CC 7/1-7/4		22-0-2-58110		54.05
DFT0011195	7/20/2022	SUP PRESS	Superior Printing Inc.			101.03
	072022	Deposit Slips and Bags		01-0-1-54530		101.03
DFT0011196	7/21/2022	SCE 9515-2666	Southern California Edison			84,864.50
	013022-2 Re-Enter	Electricity - Booster Station		01-1-3-58110		740.66
	013022-2 Re-Enter	Electricity - olar Credit		01-1-3-58115		-99.00
	013022-Re-Enter	Electricity - Plant L-6 Jan.		01-1-3-58110		593.36
	013122 -2 Re-Enter	Electricity - Tanks Jan.		01-1-3-58110		29.15
	013122 Credit Re-Ent...	Electricity - Solar Credit Jan.		01-1-3-58115		-73,768.93

Cash Disbursements Report

Payment Dates: 07/01/2022 - 07/31/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
	013122 Credit Re-Ent...	Electricity - Credit Jan.		23-3-2-58210		-1,439.15
	013122-2 Re-Enter	Electricity-Wells, Boosters, Tanks Jan.		01-1-3-58110		5,240.28
	013122-2 Re-Enter	Electricity-St. Lights Jan		23-3-2-58210		1,463.71
	013122-3 Re-Enter	Electricity - Tank 4A Jan.		01-1-3-58110		1,892.07
	013122-3 Re-Enter	Electricity - Solar Credit Jan.		01-1-3-58115		-99.00
	013122-4 Re-Enter	Electricity - Wells Jan.		01-1-3-58110		6,960.76
	013122-4 Re-Enter	Electricity - Solar Credit Jan.		01-1-3-58115		-2,078.98
	013122-5 Re-Enter	Electricity-Solar Credit Jan (Bill Prep 051...		01-1-3-58110		-8,037.90
	013122-5 Re-Enter	Electricity-Tanks, Wells Jan (Bill Prep 05...		01-1-3-58110		58,954.48
	022722 Re-Enter	Electricity - Plant L-6 Feb.		01-1-3-58110		814.20
	022822 Credit Re-Ent...	Electricity - Solar Credit Feb.		01-1-3-58115		-10,919.68
	022822-2 Re-Enter	Electricity-Wells, Boosters, Tanks Feb		01-1-3-58110		4,277.21
	022822-2 Re-Enter	Electricity-St. Lights Feb		23-3-2-58210		1,463.71
	022822-3 Re-Enter	Electricity - Tanks Feb.		01-1-3-58110		33.69
	022822-4 Re-Enter	Electricity - Tanks & Wells Feb (Bill Prep...		01-1-3-58110		5,932.85
	022822-5 Re-Enter	Electricity - Bill Off Balance (Bill Prep 51...		01-1-3-58110		712.30
	022822-6 Re-Enter	Electricity-Credits Feb. (Bill Prep 51122)		01-1-3-58110		-9,641.86
	022822-6 Re-Enter	Electricity-Tanks Feb. (Bill Prep 51122)		01-1-3-58110		75,483.56
	033122 Re-Enter	Electricity - St. Lights March (Bill Prep 5...		23-3-2-58210		1,450.15
	033122-3 Re-Enter	Electricity-Tanks, Wells March (Bill Prep...		01-1-3-58110		92,703.17
	033122-3 Re-Enter	Electricity-Solar Credit March (BillPrep ...		01-1-3-58115		-12,357.46
	043022 Re-Enter	Electricity - Solar Credits Apr (Bill Prep 0...		01-1-3-58110		-527.42
	053122	Electricity - Tanks, Wells		01-1-3-58110		103,307.97
	053122	Electricity - Solar Credits		01-1-3-58115		-26,064.70
	053122-1	Electricity-Wells, Boosters, Tanks		01-1-3-58110		110,826.89
	053122-1	Electricity-Solar Credits		01-1-3-58115		-109,753.40
	063021-2	Electricity - Tanks, Wells		01-1-3-58110		13,525.49
	063021-2	Electricity - St. Lights		23-3-2-58210		1,449.39
	063022	Electricity-Wells, Boosters, Tanks		01-1-3-58110		7,102.52
	063022-1	Electricity-Solar Credits		01-1-3-58115		-15,529.66
	070121 Credit Re-Ent...	Electricity - Solar Credits (Prior Yrs)		01-1-3-58115		-6,651.72
	070121 Re-Enter	Electricity - Booster Stations (Prior Yrs)		01-1-3-58110		3,997.63
	070121-1 Re-Enter	Electricity-Solar Credits Prior Yrs Bill Pre...		01-1-3-58115		-493,503.18
	070121-2 Credit Re-E...	Electricity - Solar Credits (Prior Yrs)		01-1-3-58115		-149,646.76
	070121-2 Re-Enter	Electricity - Solar Credits (Prior Yrs)		01-1-3-58115		-5,908.10
	070121-3 Re-Enter	Electricity - Tank 4A (Prior Yrs)		01-1-3-58110		3,997.63
	070121-4 Re-Enter	Electricity - Wells (Prior Yrs)		01-1-3-58110		91,413.16
	070121-5 Re-Enter	Electricity - Tanks 6A1 & 6A2 (Prior Yrs)		01-1-3-58110		1,826.91
	070121-6 Re-Enter	Electricity-Tanks, Wells Prior Yrs Bill Pre...		01-1-3-58110		300,512.18
	073121 CR Re-Enter	Electricity - Solar Credits July		01-1-3-58115		-311.41
	073121 Credit Re-Ent...	Electricity - Solar Credits July		01-1-3-58115		-369.73
	073121-2 Credit Re-E...	Electricity - Solar Credits July		01-1-3-58115		-4,770.78
	073121-2 Re-Enter	Electricity - Booster Station July		01-1-3-58110		255.84
	073121-3 Re-Enter	Electricity - Wells July		01-1-3-58110		4,770.78
	073121-4 Re-Enter	Electricity - Tanks 6A1 & 6A2 July 2021		01-1-3-58110		149.58
	073121-5 Re-Enter	Electricity - Tanks & Wells July (Bill Prep...		01-1-3-58110		19,927.14
	073121-6 Re-Enter	Electricity - Solar Credits July (Bill Prep 5...		01-1-3-58115		-26,462.36
	07312-2 Re-Enter	Electricity - Tank 4A July		01-1-3-58110		255.84
	083021 Credit Re-Ent...	Electricity - Solar Credits Aug.		01-1-3-58115		-381.78
	083121 Credit Re-Ent...	Electricity - Solar Credits Aug.		01-1-3-58115		-330.32
	083121-2 Re-Enter	Electricity - Boosters Aug.		01-1-3-58110		318.17
	083121-3 Re-Enter	Electricity - Tank 4A Aug.		01-1-3-58110		318.17
	083121-4 Re-Enter	Electricity - Wells Aug.		01-1-3-58110		4,601.49
	083121-5 Re-Enter	Electricity - Tanks 6A1 & 6A2 Aug. 2021		01-1-3-58110		141.92
	083121-6 Re-Enter	Electricity - Tanks & Wells Aug. (Bill Prep..		01-1-3-58110		22,959.92
	083121-7 Re-Enter	Electricity - Solar Credits Aug. (Bill Prep ...		01-1-3-58115		-27,040.19
	08312-2 Credit Re-En...	Electricity - Solar Credits Aug.		01-1-3-58115		-4,601.49
	093021 -2 Credit Re-...	Electricity - Solar Credits Sept.		01-1-3-58115		-245.60
	093021 Credit Re-Ent...	Electricity - Solar Credits Sept.		01-1-3-58115		-460.07

Cash Disbursements Report

Payment Dates: 07/01/2022 - 07/31/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
	093021 Re-Enter	Electricity - Tank 4A Sept.		01-1-3-58110		161.29
	093021-2 Credit Re-E...	Electricity - Solar Credit Sept.		01-1-3-58115		-23,342.86
	093021-2 Re-Enter	Electricity - Wells Sept.		01-1-3-58110		7,137.52
	093021-3 Re-Enter	Electricity - Tanks 6A1 & 6A2 Sept		01-1-3-58110		224.63
	093021-4 Re-Enter	Electricity - Tanks & Wells Sept (Bill Prep..		01-1-3-58110		13,486.63
	093021-5 Re-Enter	Electricity - Solar Credits Sept (Bill Prep ...		01-1-3-58115		-20,212.74
	093121 Re-Enter	Electricity - Boosters Sept.		01-1-3-58110		161.29
	103121 Credit Re-En...	Electricity - Solar Credits Oct.		01-1-3-58115		-151.17
	103121 Credit Re-Ent...	Electricity - Solar Credits Oct.		01-1-3-58115		-151.17
	103121-2 Re-Enter	Electricity - Boosters Oct.		01-1-3-58110		91.07
	103121-3 Credit Re-E...	Electricity - Solar Credit Oct.		01-1-3-58115		-3,174.38
	103121-3 Re-Enter	Electricity - Tank 4A Oct.		01-1-3-58110		91.07
	103121-4 Re-Enter	Electricity - Wells Oct.		01-1-3-58110		1,912.39
	103121-5 Re-Enter	Electricity - Tanks 6A1 & 6A2 Oct.		01-1-3-58110		135.00
	103121-6 Re-Enter	Electricity - Tanks & Wells Oct Bill Prep ...		01-1-3-58110		6,275.57
	103121-7 Re-Enter	Electricity - Solar Credits Oct. (Bill Prep ...		01-1-3-58115		-10,525.91
	113021 Credit Re- En...	Electricity - Solar Credits Nov.		01-1-3-58115		-126.36
	113021 Re-Enter	Electricity - Boosters Nov.		01-1-3-58110		70.92
	113021-2 Credit Re-E...	Electricity - Solar Credits Nov.		01-1-3-58115		-126.36
	113021-2 Re-Enter	Electricity - Tank 4A Nov.		01-1-3-58110		70.92
	113021-3 Credit Re-E...	Electricity - Solar Credits Nov.		01-1-3-58115		-2,653.48
	113021-3 Re-Enter	Electricity - Wells Nov.		01-1-3-58110		1,489.27
	113021-4 Re-Enter	Electricity - Tanks 6A1 & 6A2 Nov.		01-1-3-58110		117.78
	113021-5 Re-Enter	Electricity - Tanks & Wells Nov (Bill Prep..		01-1-3-58110		4,101.28
	113021-6 Re-Enter	Electricity - Solar Credits Nov. (Bill Prep ...		01-1-3-58115		-8,228.71
	123121 Credit Re-En...	Electricity - Solar Credits Dec.		01-1-3-58115		-87.73
	123121 Credit Re-En...	Electricity - Solar Credits Dec.		01-1-3-58115		-1,842.40
	123121 Credit Re-Ent...	Electricity - Solar Credits Dec.		01-1-3-58115		-87.73
	123121 Re-Enter	Electricity - Boosters Dec.		01-1-3-58110		49.60
	123121-2 Re-Enter	Electricity - Tank 4A Dec.		01-1-3-58110		49.60
	123121-3 Re-Enter	Electricity - Wells Dec.		01-1-3-58110		1,041.61
	123121-4 Re-Enter	Electricity - Tanks 6A & 6A2 Dec.		01-1-3-58110		214.48
	123121-5 Re-Enter	Electricity - Tanks & Wells Dec. (Bill Prep..		01-1-3-58110		3,838.38
	123121-6 Re-Enter	Electricity - Solar Credits Dec. (Bill Prep ...		01-1-3-58110		-6,497.02
	CK 44278356	Ck #44278356 for Solar Credits Rvcd		01-1-3-58115		161,948.92
DFT0011197	7/22/2022	CALPERS 457	California Public Employees' Deferred Compensation Plan			215.00
	INV0005003	Cal PERS 457/ Employer Plan: 450 717 - ...	01-1-0-24560			206.44
	INV0005003	Cal PERS 457/ Employer Plan: 450 717 - ...	22-2-0-24560			8.56
DFT0011198	7/22/2022	CALPERS	Calif Public Employees' Retirement System			2,910.66
	INV0005004	CalPERS/Employee Portion(EE)	01-1-0-24530			2,266.05
	INV0005004	CalPERS/Employee Portion(EE)	01-7-0-24530			245.29
	INV0005004	CalPERS/Employee Portion(EE)	22-2-0-24530			230.72
	INV0005004	CalPERS/Employee Portion(EE)	25-5-0-24530			168.60
DFT0011199	7/22/2022	CALPERS	Calif Public Employees' Retirement System			3,425.81
	INV0005005	CalPERS/Employee Portion(ER)	01-1-0-24530			2,668.97
	INV0005005	CalPERS/Employee Portion(ER)	01-7-0-24530			394.11
	INV0005005	CalPERS/Employee Portion(ER)	22-2-0-24530			362.73
DFT0011200	7/22/2022	CALPERS	Calif Public Employees' Retirement System			8,018.91
	INV0005006	CalPERS/Employer Portion	01-1-0-24530			6,212.72
	INV0005006	CalPERS/Employer Portion	01-7-0-24530			842.42
	INV0005006	CalPERS/Employer Portion	22-2-0-24530			777.19
	INV0005006	CalPERS/Employer Portion	25-5-0-24530			186.58
DFT0011201	7/22/2022	CALPERS	Calif Public Employees' Retirement System			23.25
	INV0005007	CalPERS Retirement/ Survivor Benefits	01-1-0-24530			17.85
	INV0005007	CalPERS Retirement/ Survivor Benefits	01-7-0-24530			2.13
	INV0005007	CalPERS Retirement/ Survivor Benefits	22-2-0-24530			2.78

Cash Disbursements Report

Payment Dates: 07/01/2022 - 07/31/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
	INV0005007	CalPERS Retirement/ Survivor Benefits		25-5-0-24530		0.49
DFT0011202	7/22/2022	CALPERS 457	California Public Employees' Deferred Compensation Plan			136.03
	INV0005008	457 Loan Payback		01-1-0-24560		127.10
	INV0005008	457 Loan Payback		22-2-0-24560		8.93
DFT0011203	7/22/2022	EDD	Employment Development Department			955.68
	INV0005009	State Disability Ins - Payroll Taxes		01-0-0-24510		955.68
DFT0011204	7/22/2022	IRS	Internal Revenue Service			252.36
	INV0005010	Social Security - Payroll Taxes		01-0-0-24510		252.36
DFT0011205	7/22/2022	EDD	Employment Development Department			3,484.19
	INV0005011	CA State Income Tax - Payroll Taxes		01-0-0-24510		3,484.19
DFT0011206	7/22/2022	IRS	Internal Revenue Service			2,673.14
	INV0005012	Medicare - Payroll Taxes		01-0-0-24510		2,673.14
DFT0011207	7/22/2022	IRS	Internal Revenue Service			10,013.06
	INV0005013	Federal Income Tax - Payroll Taxes		01-0-0-24510		10,013.06
DFT0011212	7/22/2022	IRS	Internal Revenue Service			-252.36
	CM0000225	Social Security - Payroll Taxes		01-0-0-24510		-252.36
DFT0011220	7/8/2022	IRS	Internal Revenue Service			-303.76
	CM0000226	Social Security - Payroll Taxes		01-0-0-24510		-303.76
DFT0011253	7/22/2022	AME SUP	American Fidelity Assurance			407.54
	d480769	Supplemental Life Insurance - July		01-0-0-24580		407.54
DFT0011254	7/22/2022	VSP	Vision Service Plan			471.38
	815644211	Vision Insurance - July		01-0-0-14130		471.38
DFT0011255	7/28/2022	CalPERS Health	California Public Employees' Retirement System			3,378.47
	080122 NonPERS	NonPERS Health Premium - Aug.		01-0-0-14130		3,367.36
	080122 NonPERS	NonPERS Health Premium Admin Fee - ...		01-0-1-51230		11.11
DFT0011256	7/28/2022	CalPERS Health	California Public Employees' Retirement System			38,857.79
	080122 PERS	PERS Health Premium - Aug.		01-0-0-14130		38,675.63
	080122 PERS	PERS Health Premium Admin Fee - Aug.		01-0-1-51230		130.01
	080122 PERS	PERS Health Shared Premium - Aug.		01-1-1-51230		52.15
Payment Total:						1,029,732.46

Report Summary

Fund Summary

Fund	Payment Amount
01 - WATER FUND	1,001,478.83
20 - GOV'T GENERAL FUND	337.50
22 - PARKS & RECREATION	18,076.46
23 - STREET LIGHTING	7,304.97
25 - SOLID WASTE	2,687.23
Grand Total:	1,029,884.99

Account Summary

Account Number	Account Name	Payment Amount
01-0-0-14130	Prepaid Benefit	42,514.37
01-0-0-17000	CIP Enterprise Funds	5,018.94
01-0-0-24510	Payroll Tax Payable	35,836.63
01-0-0-24580	Supplemental Ins W/H Pa...	1,519.31
01-0-1-51230	Employee Group Insurance	962.43
01-0-1-52210	Board Exp - Auto Expense	-5.85
01-0-1-52212	Board - Auto Expense/Kuj...	11.42
01-0-1-52213	Board - Auto Expense/Joh...	40.37
01-0-1-52219	Board - Auto Expense/Phil...	70.20
01-0-1-52239	Board - Education, Trainin...	730.00
01-0-1-53120	Legal Services	20,854.41
01-0-1-53150	Outside Service	4,610.42
01-0-1-53170	Software Support	3,577.69
01-0-1-54110	Advertising	1,275.00
01-0-1-54140	Auto Expense	952.96
01-0-1-54200	Credit Card Fee & Bank C...	619.91
01-0-1-54260	Education & Training	2,378.92
01-0-1-54290	Employment Expense	60.00
01-0-1-54300	Equipment Rental / Lease	318.25
01-0-1-54320	General Maintenance	310.00
01-0-1-54440	Meeting, Seminar & Suppl...	799.61
01-0-1-54470	Travel Expense	2,577.65
01-0-1-54500	Operating Supplies	437.68
01-0-1-54530	Office Supplies	3,846.79
01-0-1-54680	Uniforms	219.95
01-0-1-54860	Postage & Mailing	2,301.93
01-0-1-54890	Printing	1,119.99
01-0-1-54920	Public Relation	1,013.88
01-0-1-58010	Telephone	691.21
01-0-1-58110	Utilities	211.11
01-0-2-58110	Utilities	279.37
01-1-0-13010	Inventory - Water Field Pa...	46,439.96
01-1-0-16730	Trucks	1,000.00
01-1-0-24530	Retirement W/H Payable	22,093.96
01-1-0-24560	Retirement 457 W/H Pay...	680.17
01-1-0-29720	Loan Payable CIEDB 2012	216,545.76
01-1-0-29750	Loan Payable - CNB 21-00...	119,722.34
01-1-1-51230	Employee Group Insurance	52.15
01-1-1-53150	Outside Service	410.00
01-1-1-53160	Permits & Fees	129.19
01-1-1-53170	Software Support	17.98
01-1-1-54260	Education & Training	7,361.63
01-1-1-54320	General Maintenance	225.00
01-1-1-54500	Operating Supplies	493.30
01-1-1-54620	Repair & Maintenance	0.00
01-1-1-54680	Uniforms	2,191.53
01-1-1-54830	State & County Fees & Se...	10,200.00
01-1-1-54860	Postage & Mailing	21.12

Account Summary

Account Number	Account Name	Payment Amount
01-1-1-58010	Telephone	1,282.31
01-1-1-91010	Interest Expense	129,221.50
01-1-1-92010	Loan Administrator Fee	17,270.15
01-1-2-53150	Outside Service	428.85
01-1-2-53160	Permits & Fees	594.57
01-1-2-54500	Operating Supplies	824.96
01-1-2-54620	Repair & Maintenance	11,050.76
01-1-2-54650	Small Tools	-430.99
01-1-3-50010	MWA/AVW Admin. & Bio ...	4,122.79
01-1-3-54500	Operating Supplies	3,991.12
01-1-3-54620	Repair & Maintenance	12,943.93
01-1-3-58110	Utilities	1,074,270.54
01-1-3-58115	Utilities - Solar Credits	-902,577.50
01-1-4-53140	Laboratory Analysis	671.50
01-1-5-54620	Repair & Maintenance	40,022.07
01-1-5-58010	Telephone	179.94
01-1-6-53170	Software Support	12,496.10
01-1-6-54620	Repair & Maintenance	147.94
01-1-8-54410	Fuel Costs	22,752.08
01-1-8-54710	Vehicle Maintenance	3,632.44
01-1-9-54800	Programs (Wtr Conservati...	100.00
01-1-9-54920	Public Relation	666.00
01-7-0-24530	Retirement W/H Payable	2,870.53
01-7-7-51230	Employee Group Insurance	96.41
01-7-7-53150	Outside Service	350.00
01-7-7-53170	Software Support	33.98
01-7-7-54260	Education & Training	440.00
01-7-7-54470	Travel Expense	1,092.12
01-7-7-54530	Office Supplies	196.09
20-0-1-53120	Legal Services	137.50
20-0-1-54830	State & County Fees & Se...	200.00
22-0-1-51230	Employee Group Insurance	65.45
22-0-1-53120	Legal Services	250.00
22-0-1-54320	General Maintenance	70.00
22-0-1-54500	Operating Supplies	4.63
22-0-1-54920	Public Relation	667.00
22-0-1-58010	Telephone	320.19
22-0-2-58110	Utilities	1,816.11
22-2-0-17000	CIP - Parks & Rec	4,126.25
22-2-0-24530	Retirement W/H Payable	2,597.41
22-2-0-24560	Retirement 457 W/H Pay...	21.89
22-2-1-53150	Outside Service	135.00
22-2-1-54230	Dues & Subscriptions	108.00
22-2-1-54680	Uniforms	233.95
22-2-2-53150	Outside Service	143.90
22-2-2-54500	Operating Supplies	531.84
22-2-2-54620	Repair & Maintenance	2,189.13
22-2-2-54800	Programs (Park & Rec)	4,771.56
22-2-2-58110	Utilities	24.15
23-0-2-58210	Utilities - Street Lights	15.77
23-3-2-58210	Utilities - Street Lights	7,289.20
25-0-1-53120	Legal Services	1,018.75
25-5-0-24530	Retirement W/H Payable	645.63
25-5-1-52210	Board Exp - Auto Expense	5.85
25-5-1-54800	Programs (Solid Waste)	350.00
25-5-1-54920	Public Relation	667.00
	Grand Total:	1,029,884.99

Project Account Summary

Project Account Key	Payment Amount
None	1,000,087.16
C0049 OUTSIDE SERVIC	100.00
C0057 LEGAL	18,057.53
C0078 OUTSIDE SVCS	4,126.25
C0085 OUTSIDE SVCS	1,559.37
C0086 OUTSIDE SVCS	935.74
C0095 OUTSIDE SVCS	5,018.94
Grand Total:	1,029,884.99

Agenda Item 3e

Acceptance of 2nd Quarter
Franchised Hauler's Report

**San Bernardino County
Unincorporated Area Franchise Hauler
Quarterly Report**

Reporting Period: 4/1/22 to 6/30/22

CFA PPHCSD

Hauler:	CR&R
Contact Name & Phone No.	Brandon 760-524-1409
e-mail address	brandonm@crrmail.com
Billing Accts	1030 & 1052

Section 12.2

All DRS/Data Exchange Corrections Submitted On-time (y/n)	YES	YES
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Section 12.3(a)

Collection Information Report

Account Types	Residential			Commercial		
	Month 1	Month 2	Month 3	Month 1	Month 2	Month 3
Total # of accounts serviced	4,872	4,866	4,909	105	122	122
# of barrel accounts serviced	3,464	3,460	3,509	6	6	6
# of bin accounts serviced	1,408	1,406	1,400	99	116	116
# of Clean Mountain/Drop Off accounts	0	0	0			
# of Fee Waiver Accounts-if applicable	0	0	0			
# of Cleanup Service (Temporary) placements				16	13	14

Commercial Accounts

Total # of Commercial Business accounts serviced		105	122	122
# of comm bus accounts w/ recycling services		59	59	59
Total # of multi-family accounts		1	1	1
# of multi-family accounts w/ recycling services		1	1	1
Total # of commercial business accounts that fall under AB 341 (≥ 4 CY/wk)		46	46	46
# of commercial business accounts that fall under AB 341 w/ recycling service		46	46	46
Total # of multi-family accounts that fall under AB 341 regulation (≥ 5 units)		1	1	1
# of multi-family accounts that fall under AB 341 regulation w/ recycling service		1	1	1
Total # of comm business accounts that fall under AB 1826 (min. 4CY organics/wk)		27	27	27
# of comm business accounts that fall under AB 1826 w/ organics recycling service		0	0	0
Total # of multi-family accounts that fall under AB 1826 (≥ 5 units & min. 4CY organics/wk)		0	0	0
# of multi-family accounts that fall under AB 1826 w/ organics recycling service		0	0	0

Actual Disposal (tons)

Route tons per month solid waste	1,017.54	905.00	1,010.14	165.28	165.60	160.39
Clean Mountain/Drop Off (CFA 16 & 17)	0.00	0.00	0.00			
Tons per month roll-off solid waste				130.35	74.35	106.24
Tons from Cleanup Service (Temporary) placements				4.12	3.03	3.96
Tons processing residual/residue solid waste disposed In-County	0.00	0.00	0.00	0.00	0.00	0.00
Tons processing residual/residue solid waste disposed Out-of-County	0.00	0.00	0.00	0.00	0.00	0.00
Total monthly solid waste disposal tons	1017.54	905.00	1010.14	299.75	242.98	270.59

**San Bernardino County
Unincorporated Area Franchised Hauler
Quarterly Report**

Section 12.3(a) Continued...

Diversion (see Diversion Worksheet)						
Total net Regular Diversion per month	3.40	3.40	3.40	30.59	30.59	16.40
Total net Green Waste Diversion per month	0.00	0.00	0.00	0.00	0.00	0.00
Combined Net Diversion per month	3.40	3.40	3.40	30.59	30.59	16.40
Monthly Waste Generation	1,020.94	908.40	1,013.54	330.34	273.57	286.99
Total Monthly Diversion Rate (%)	0.33%	0.37%	0.34%	9.26%	11.18%	5.71%

Section 12.3(b)

Service Information Report

# of commendations	0	0	0
# of litter complaints	0	0	0
# of property damage complaints	0	0	0
# of misplaced container complaints	0	0	0
# of personnel complaints	0	0	0
# of missed pick-ups	0	0	0
# of replacement containers	17	20	19
# of stolen containers	3	2	2
# of other complaints	0	0	0
# of semi-annual no charge bulky item pickups	82	89	97
# of charged bulky item pickups	0	0	0

Section 12.3(c)

Program Implementation and Evaluation

Attach a separate narrative describing outreach efforts made to increase the number of commercial and multi-family recycling accounts.

Section 12.3(d)

Financial Information

Total Gross Receipts(including Lien Revenue, this should match the figure on your Franchise Fee Worksheet which appears in Column E, Row 5)	380,952.92	267,794.60	221,777.70
Franchise Fee Rate	10.00%	10.00%	10.00%
Franchise Fee	38,095.29	26,779.46	22,177.77

Exhibit "A" Section D(3)

Special Collections

Number of no-charge roll-offs this quarter

0

**San Bernardino County
Franchised Hauler Diversion
Quarterly Report Diversion Worksheet**

Diversion Net Tonnage Regular	Residential			Commercial			Combined Tons
	Barrel Service			Residential Bin & Commercial			
	Month 1	Month 2	Month 3	Month 1	Month 2	Month 3	
Aluminum Cans							0.00
Bi-metal Cans							0.00
Bulky Items							0.00
Cardboard							0.00
Christmas Trees							0.00
Concrete							0.00
Const./Demo/Inerts							0.00
Glass							0.00
Mixed Paper							0.00
Mixed Plastic							0.00
Newspaper							0.00
Scrap Metal							0.00
Tires							0.00
Wood							0.00
Other	3.40	3.40	3.40	30.59	30.59	16.40	87.78
Other							0.00
Total Regular Diversion	3.40	3.40	3.40	30.59	30.59	16.40	87.78

Total Green Waste Diversion							0.00
------------------------------------	--	--	--	--	--	--	------

Combined Diversion	3.40	3.40	3.40	30.59	30.59	16.40	87.78
---------------------------	------	------	------	-------	-------	-------	-------

Special Waste Disposal Tracking Info (included in tons disposed for this quarter)				
	Total Mo 1	Total Mo 2	Total Mo 3	Combined
C & D debris/Inert debris	<input type="text"/>	<input type="text"/>	<input type="text"/>	0.00
Disaster waste	<input type="text"/>	<input type="text"/>	<input type="text"/>	0.00
Designated waste	<input type="text"/>	<input type="text"/>	<input type="text"/>	0.00
Total				0.00

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Agenda Item 3f

Adoption of Resolution No. 2022-27; Authorizing Remote Teleconference Meetings for the Period of September 7, 2022, to October 7, 2022

MEMORANDUM

DATE: September 7, 2022

TO: Board of Directors

FROM: Don Bartz, General Manager
By: Kim Ward, HR Manager/Executive Secretary

SUBJECT: Discussion & Possible Adoption of Resolution No. 2022-27; Authorizing Remote Teleconference Meetings for the Period of September 1, 2022, to October 1, 2022

STAFF RECOMMENDATION

For the Board to adopt Resolution No. 2022-27; Authorizing Remote Teleconference Meetings for the Period of September 1, 2022, to October 1, 2022, should the Board desire to continue holding remote teleconference meetings.

BACKGROUND

Since the enactment of Governor Gavin Newsom's Executive Order N-29-20, local legislative bodies in California have been able to hold public meetings by "teleconference" (a term which includes videoconferencing) without complying with certain Brown Act requirements for teleconference meetings.

These provisions were set to expire September 30, 2021, with a return to full Brown Act compliance on October 1, 2021. AB 361 was enacted to extend the COVID-19 exceptions to the Brown Act's teleconference requirements in any of the following circumstances:

- The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
- The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

A local agency that holds a meeting under these circumstances is required by AB 361 to do all of the following, in addition to giving notice of the meeting and posting agendas as required under the Brown Act. These additional requirements are intended to protect the public's right to participate in the meetings of local agency legislative bodies:

- Allow the public to access the meeting and require that the agenda provide an opportunity for the public to directly address the legislative body pursuant to the Brown Act's other teleconferencing provisions;

- In each instance when the local agency provides notice of the teleconferenced meeting or posts its agenda, give notice for how the public can access the meeting and provide public comment;
- Identify and include in the agenda an opportunity for all persons to attend via a call-in or an internet-based service option; the legislative body need not provide a physical location for the public to attend or provide comments;
- Conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the public;
- Stop the meeting until public access is restored in the event of a service disruption that either prevents the local agency from broadcasting the meeting to the public using the call-in or internet-based service option, or is within the local agency's control and prevents the public from submitting public comments (any actions taken during such a service disruption can be challenged under the Brown Act's existing challenge provisions);
- Not require comments be submitted in advance (though the legislative body may provide that as an option), and provide the opportunity to comment in real time;
- Provide adequate time for public comment, either by establishing a timed public comment period or by allowing a reasonable amount of time to comment;
- If the legislative body uses a third-party website or platform to host the teleconference, and the third-party service requires users to register to participate, the legislative body must provide adequate time during the comment period for users to register, and may not close the registration comment period until the comment period has elapsed.

AB 361 also provides that, if the state of emergency remains active for more than 30 days, a local agency must make the following findings by majority vote every 30 days to continue using the bill's exemption to the Brown Act teleconferencing rules:

- The legislative body has reconsidered the circumstances of the emergency; and
- Either of the following circumstances exist: The state of emergency continues to directly impact the ability of members to meet safely in person, or State or local officials continue to impose or recommend social distancing measures.

This means that local agencies will have to put an item on the agenda of a Brown Act meeting once every thirty days to make findings regarding the circumstances of the emergency and vote to continue using the law's exemptions.

Staff recommends the Board authorize remote meetings per AB 361 until October 1, 2022, and then move to in-person public and Board participation only thereafter. The use of Zoom could continue for staff and consultant participation as necessary. The meetings would continue to be livestreamed and recorded for the public.

FISCAL IMPACT

None

ATTACHMENT(S)

Resolution No. 2022-27

RESOLUTION NO. 2022-27

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM, DECLARING THAT LOCAL EMERGENCY CONDITIONS PERSIST, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE BOARD OF DIRECTORS AND ITS STANDING COMMITTEES FOR THE PERIOD SEPTEMBER 7, 2022, TO OCTOBER 7, 2022, PURSUANT TO BROWN ACT PROVISIONS

WHEREAS, the Phelan Pinon Hills Community Services District (the “District”) is committed to preserving and nurturing public access and participation in meetings of its Board of Directors; and

WHEREAS, all meetings of the District’s Board of Directors (the “Board”) and its standing committees are open and public, as required by the Ralph M. Brown Act (California Government Code Sections 54950-54963), so that any member of the public may attend, participate, and watch those bodies conduct their business; and

WHEREAS, the Brown Act, in Government Code Section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code Section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition for application of Government Code Section 54953(e) is that a state of emergency is declared by the Governor pursuant to Government Code Section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the State caused by conditions as described in Government Code Section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District’s boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed a state of emergency to exist in California as a result of the threat of COVID-19, and such proclamation has not yet been lifted; and

WHEREAS, it is further required under Government Code Section 54953(e) that state or local officials have imposed or recommended measures to promote social distancing or that the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board previously adopted Resolution No. 2022-23 on July 20, 2022, finding that the requisite conditions exist for the Board and its standing committees to conduct remote teleconference meetings without compliance with Government Code Section 54953(b)(3); and

WHEREAS, as a condition of extending the use of the provisions set forth in Government Code Section 54953(e), the Board must reconsider the circumstances of the state of emergency that exists within the District, and the Board has done so; and

WHEREAS, emergency conditions persist within the District, specifically COVID-19 and its Delta variant, remain highly contagious and, therefore, a threat to the health, safety, and well-being of the District's employees, directors, vendors, contractors, customers, visitors, and residents; and

WHEREAS, directions from the San Bernardino County Department of Public Health and regulations from the State of California impose various social distancing restrictions and provide guidance on best practices with respect to actions to reduce the spread of COVID-19; and

WHEREAS, the Board does hereby find that a state of emergency continues to exist within the District's service area as a result of the continuing presence of COVID-19, which has caused, and will continue to cause, conditions of imminent risk to attendees of Board meetings, and has resulted in local, State, and federal social distancing orders and related guidance, and which has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and the Board desires to re-affirm that a local emergency exists and re-ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency persisting, the Board does hereby find that the Board and all standing committees thereof shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code Section 54953, as authorized by subdivision (e) of Government Code Section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of Government Code Section 54953; and

WHEREAS, the District will continue to provide proper notice to the public regarding all Board and standing committee meetings in accordance with Government Code Section 54953(e)(2) and shall continue to provide notice to the public of how they may access any such meeting via call-in number and/or internet link.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. The Board hereby considers the conditions of the state of emergency within the District and proclaims that a local emergency persists throughout the District as a result of the continuing presence of COVID-19, which continues to cause conditions of imminent risk to

attendees of the District's Board and standing committee meetings, and which have resulted in local, State, and federal social distancing orders and guidance, and that continuing to conduct the District's Board and standing committee meetings virtually will minimize the possible spread COVID-19 and any variant thereof.

Section 3. Re-Ratification of Governor's Proclamation of a State of Emergency. The Board hereby re-ratifies the Governor of the State of California's Proclamation of State of Emergency regarding COVID-19, dated March 4, 2020.

Section 4. Remote Teleconference Meetings. The District's General Manager, or his or her designee, and the Board and standing committees of the District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including but not limited to continuing to conduct open and public meetings in accordance with Government Code Section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) the expiration of thirty (30) days from the date thereof, or or (ii) such time as the Board adopts a subsequent resolution in accordance with Government Code Section 54953(e)(3) to extend the time during which the Board and standing committees of the District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of Government Code Section 54953.

PASSED AND ADOPTED by the Board of Directors of the Phelan Pinon Hills Community Services District this 7th day of September, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

President, Board of Directors

ATTEST:

Secretary, Board of Directors

Agenda Item 4

Matters Removed from
Consent Items

Agenda Item 5

Presentation of 2021/2022 District
Improvements

An aerial photograph of a utility district facility. In the foreground, there is a large, paved parking lot filled with various vehicles, including cars, trucks, and utility vehicles. To the left of the parking lot is a long, single-story building with a flat roof and several windows. To the right of the parking lot is a playground area with colorful equipment and a blue basketball court. In the background, there are more buildings, a green field, and a residential area with houses and trees. The sky is clear and blue. The image is overlaid with a dark blue geometric shape on the right side, which contains the title text.

2021/2022 District Improvements

Distribution System, Customer
Service, Parks, and Solid Waste
Improvements Summary

Distribution System Improvements



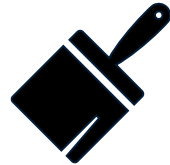
Meter Replacement Program



Service Line Replacement Program



Community Water Fill Station



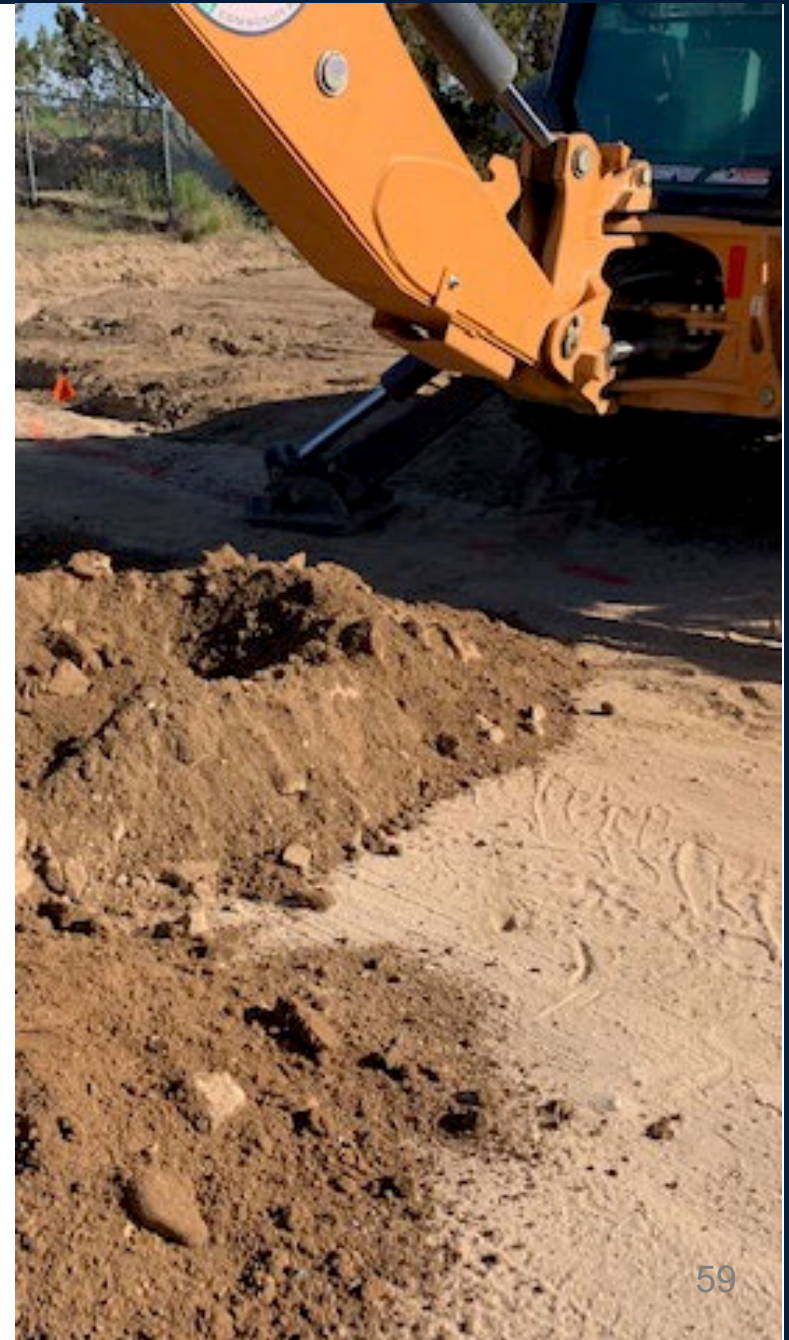
Tank Coatings



Pipeline Protection Project



Well 9A



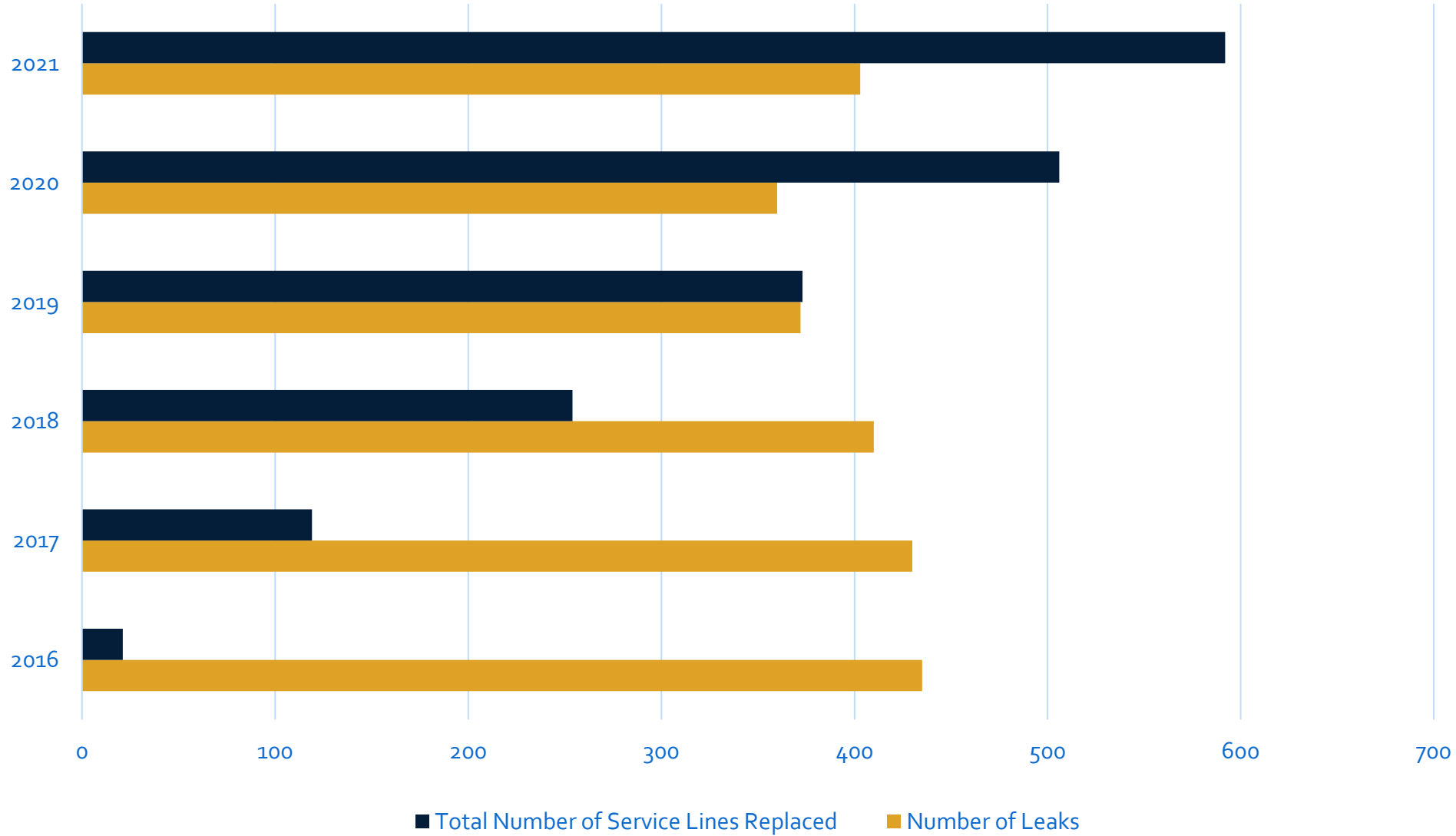
Meters

Beginning in 2020, the District began its meter replacement program, converting its aging positive displacement meters with more accurate electromagnetic flow meters.

As of July 25, 2022, the District has installed 2,874 Sensus iPerl meters or about **40% of the District.**



Service Line Replacements



PPHCSD
Community
Water Fill
Station

Community Water Fill Station



Overhead
and Lower
Fill



In order to meet community water demands, the District has installed a community water fill station.

This station will allow customers who do not have access to a water meter the ability to fill containers with water at a cost. Feedback from customers has been overwhelmingly positive.

Has provided almost 7 million gallons in water in FY 2021/2022 to customers that might not otherwise have access to legitimate sources of water.

Tank Coatings

- 1 Tank interiors were coated FY 2021/2022
- 5 Tank exteriors were coated FY 2021-2022





Before

Wilson Ranch Road PipeLine Protection Project

- 4,125 Tons of Base
- 10 Days to Complete
- 5, 250 Feet of Pipeline Covered



After

Well 9A

- Brought Online July 2021
- Rehab of abandoned well in Alto Basin
- Allows for more access to water in Alto



Engineering Department Improvements



Digital Asbuilts



Vehicle Inspection Form and Reporting



Mainline Extension Status Tracking

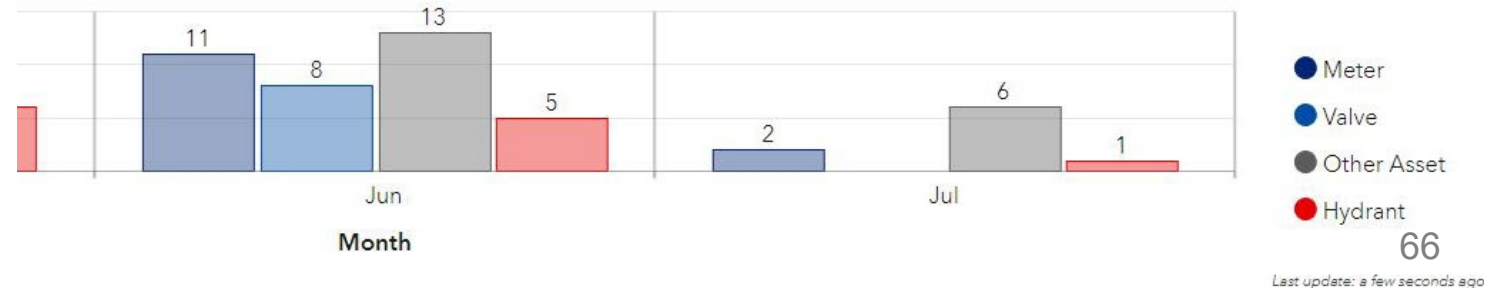
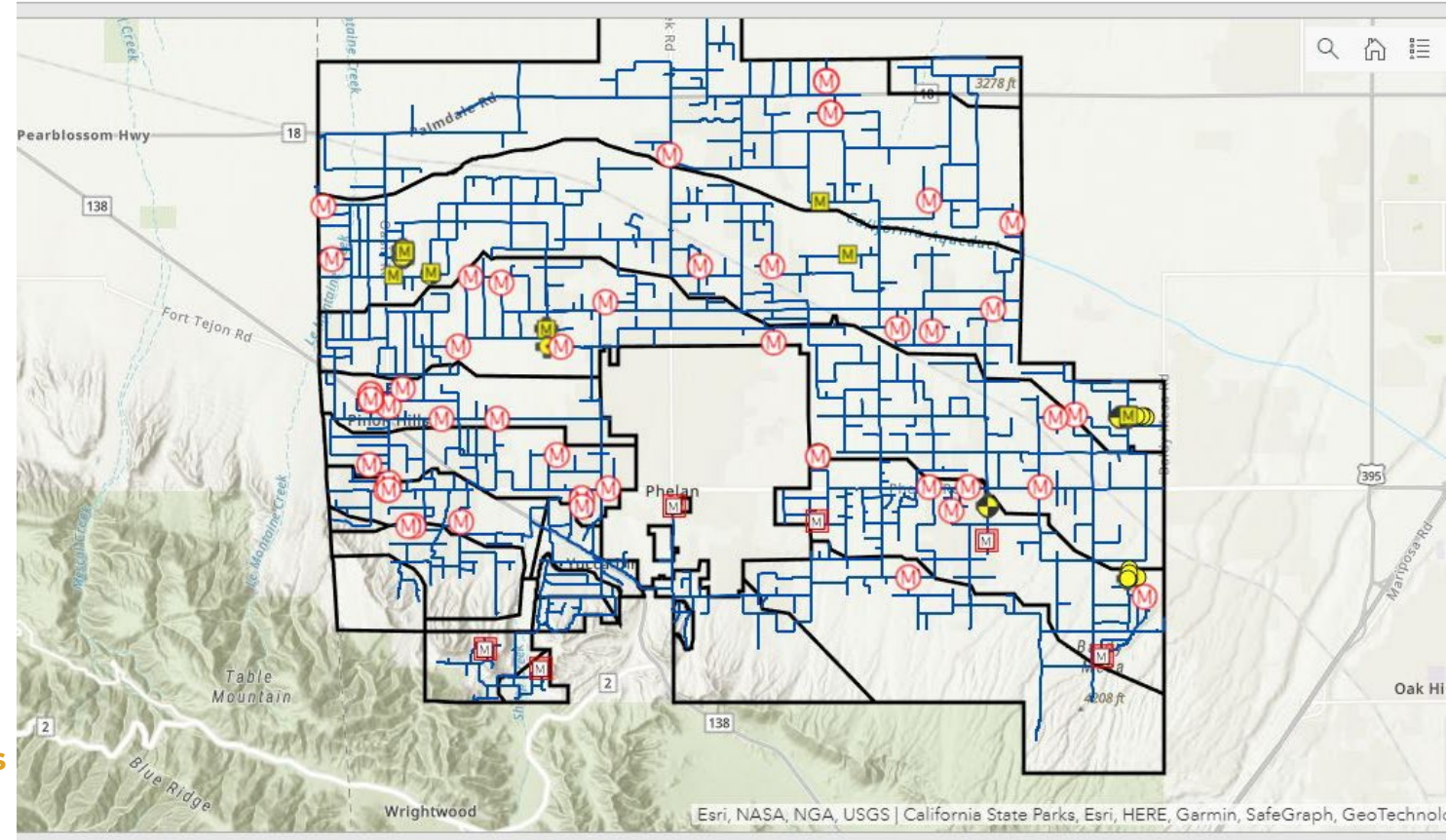


GPS Sub-Meter Accuracy



Backflow Management

ices District Asset GPS Summary



Last update: a few seconds ago

As Built Hyperlinking – Digital As Builts

Zone1Sheet1

PDFName: Zone1Sheet1

Hyperlink: [More info](#)

Attachments: No attachments found

Zoom to

LINE "A"

REFERENCE

NO.	REVISION	APPROVED	DATE
1	AS BUILT		
2	ALL AND REVISION NOTES		

C.S.A. TO IMPROVEMENT ZONE "1-1"

APPROVED BY: [Signature]

DATE: [Date]

SCALE: 1/4" = 1' (SEE SHEET 67)

PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT VEHICLE MILEAGE AND FUEL LOG SHEET						
2012 TOYOTA TACOMA TRUCK No. 15						
FEBRUARY 2022						
DATE	ODOMETER READING	ODOMETER @ FILL UP	GALLONS OF FUEL	MILES PER GALLON	EMPLOYEE INITIALS	COMMENTS
1	17781				RL	
2	18075	120123	16.8		RL	
3					RL	
4	120283					
5						
6						
7	120281				RL	
8	1203773	120410		13.5	RL	
9	120470				RL	
10	120029	120676		15.2	RL	HEAD TUNE
11						
12						
13	120736				RL	
14	120795				RL	
15	120914	120978	16.0		RL	
16	121025				RL	
17	121138				RL	
18	121282	121321	17.8		RL	
19	121884				RL	
20						
21	121445				RL	
22						
23	121538	121587	14.5		RL	
24	121636				RL	
25	121176				RL	
26						
27						
28	121881	121889	1216.0		RL	
29	121974				RL	
30						
31						

1 122151 MUST BE COMPLETED AND SUBMITTED MONTHLY
 NOTES:

PPHCSD Class C Vehicle Inspection Checklist

PPHCSD Class C Vehicle Inspection

Inspection Date Test *
 Tuesday, July 26, 2022

Inspection Type *
 You may select more than one
 Daily Weekly Monthly

Inspector Name *
 Staff Name

Class C - Vehicle Number / Description *
 #28 2022 Chevrolet Colorado

Fuel Added?
 Yes No

Enter Gallons of Fuel
 15

Mileage
 If none, please type in 0

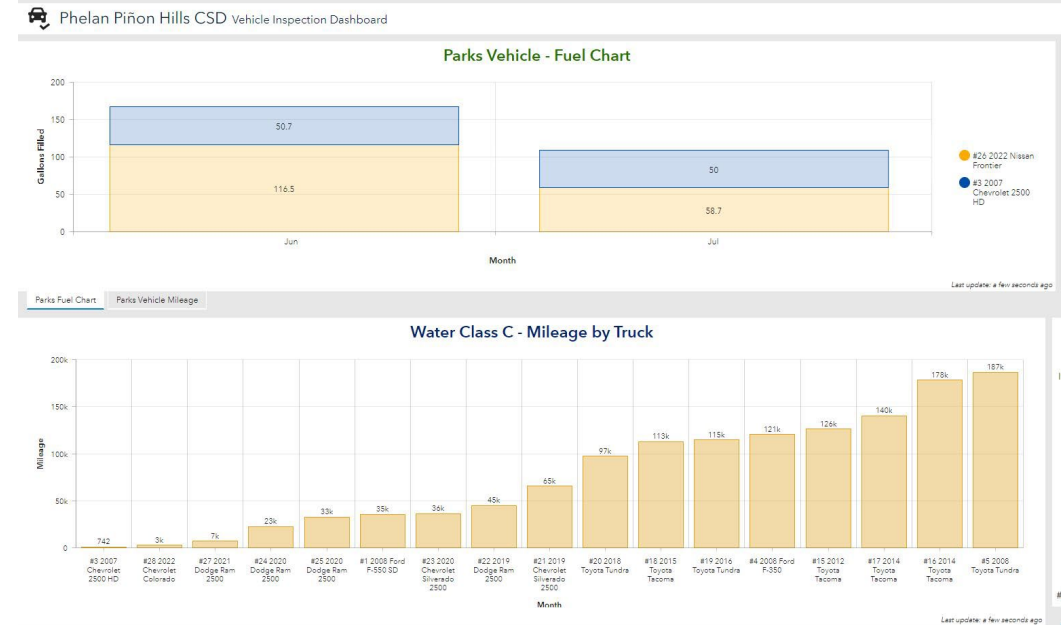
Inspection

Is there any new damage that needs to be reported? *
 If yes, please take or attach at least one image below
 Yes No

Is there any new maintenance that needs to be reported? *
 Yes No

Comments

Submitting Date & Time
 Tuesday, July 26, 2022 1:06 PM



Vehicle Inspection Form and Reporting

- From paper tracking to digital tracking
- Allows for real time mileage and maintenance tracking

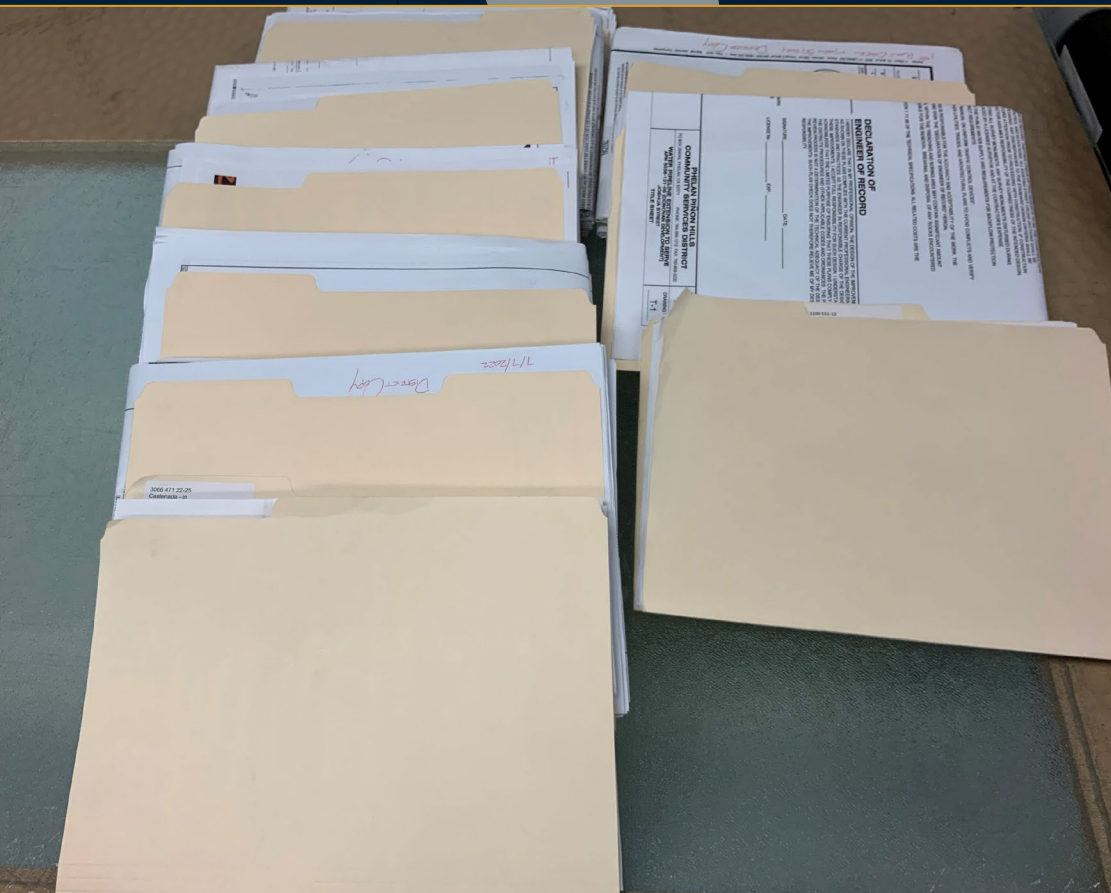
Mainline Extension Requirements and Status Tracking

Before

- Folders full of papers with no ease of tracking.

After

- Live view of all current projects and their status (fees, status, dates, etc.)



Mainline Extension Progress

- Plan Check: Waiting for Final Set;
- Pre-Construction Meeting
- Pipeline Construction & Inspection
- Complete & Accepted

Easement Review

- No
- Yes

Total Easement Verbiage Reviewed This Calendar Year

12

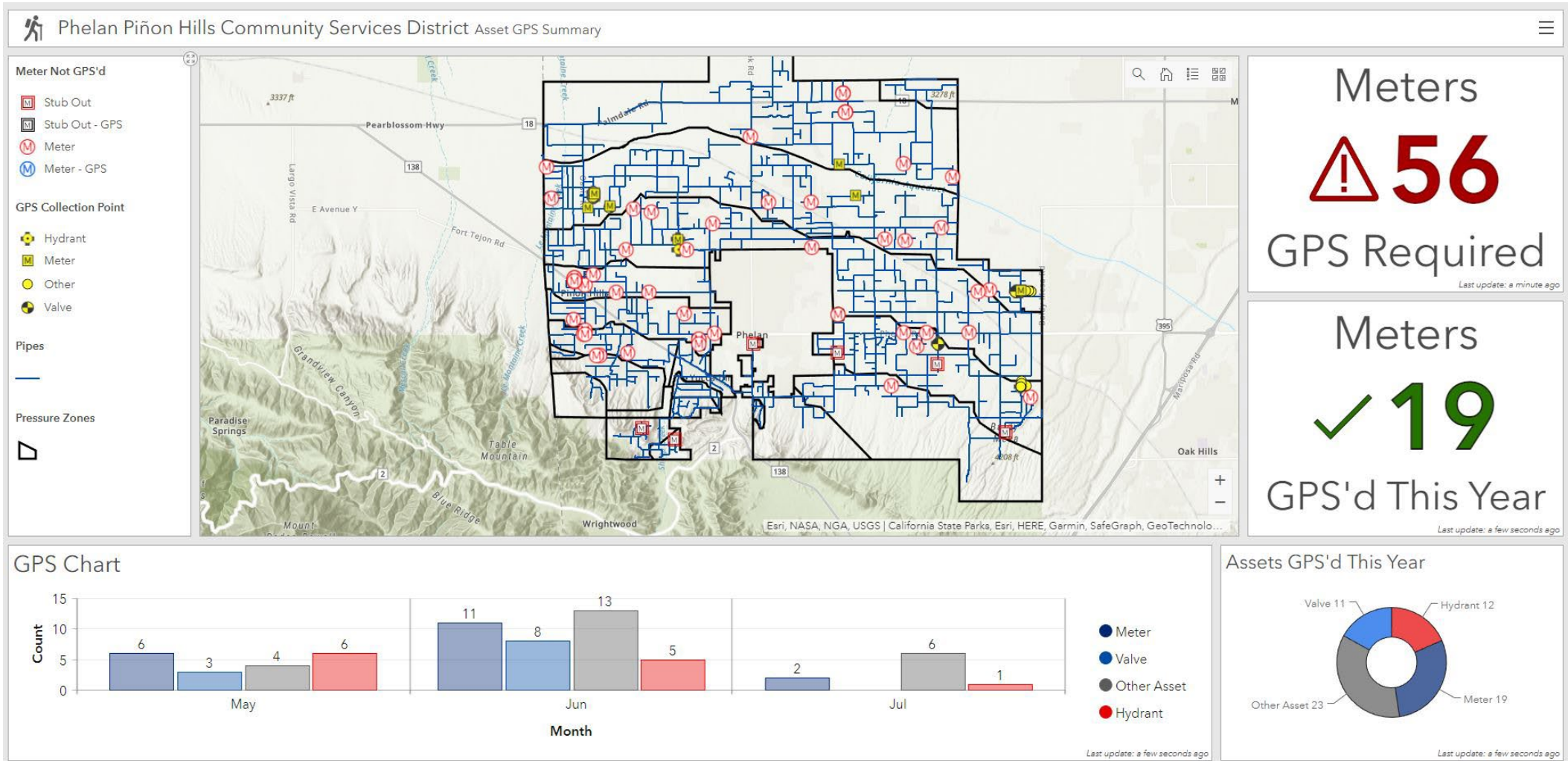
Easements Reviewed This Calendar Year. Verbiage is only verified. Easements still need to be notarized and recorded.

Plan Check	Under Construction	Completed
6	1	4
Mainline Extensions in Plan Check SoCalPro Services Inc 309949115 TRLs Engineering Approx Feet: 572 ft Waiting for Final Set SoCalPro Services Inc 310157102 TRLs Engineering Approx Feet: 320 ft Waiting for Final Set	Mainline Extensions Being Constructed 306817119 R E Chaffee Construction Inc Approx Feet: 685 ft Pipeline Construction & Inspection	Mainline Extension Completed Desert Home Investments/Ruben Castenada 306647125 All Pro Custom Pools Inc DBA AP Engineering Mainline Length: 1,080 ft 306530102 Warren M Meyer & Sons Construction Co INC Mainline Length: 640 ft 309843105

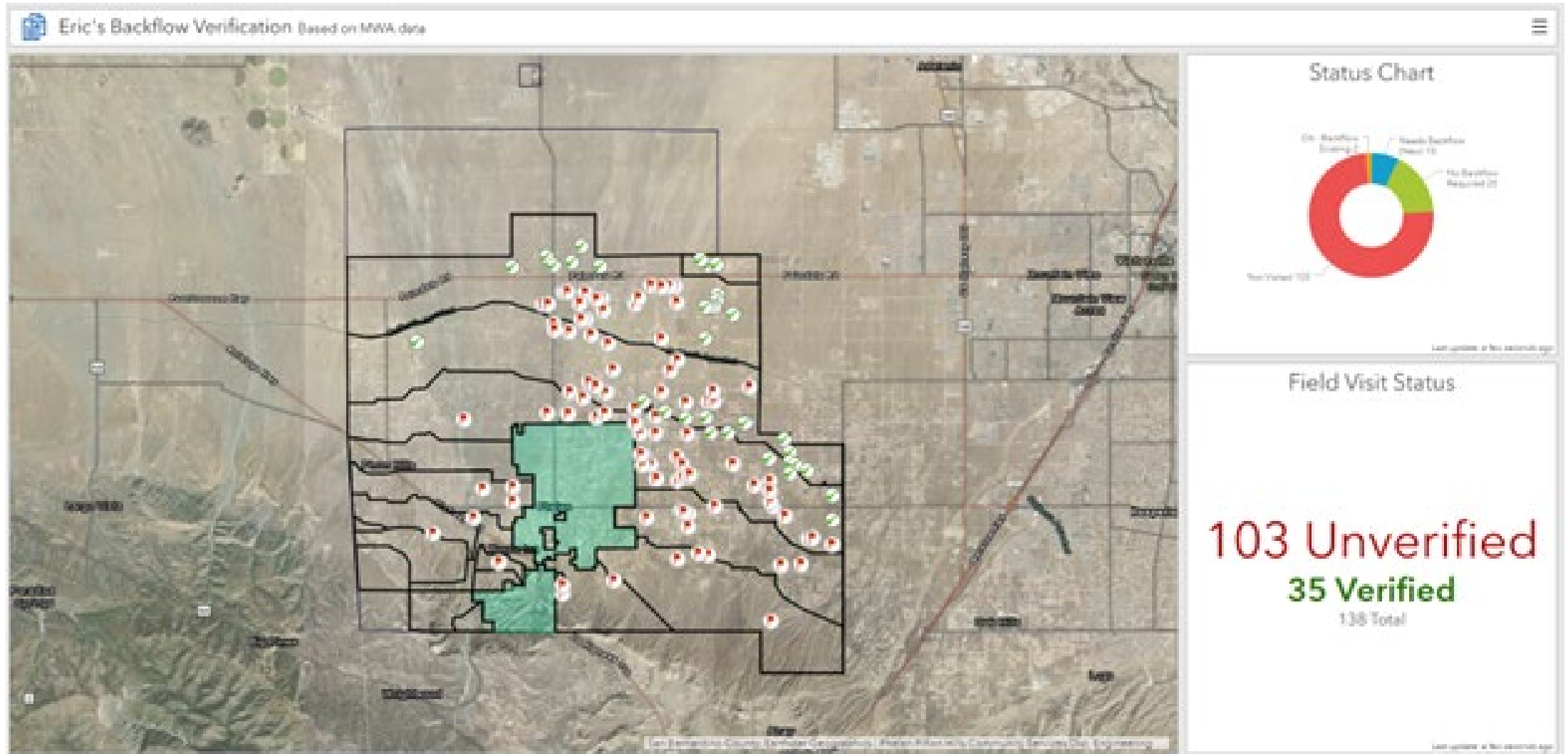
Easements Reviewed This Calendar Year

- Benefiting APN: 306522112
Engineer: Marrell Johnson
Verbiage Review: Yes
- Benefiting APN: 310157101
Engineer: Robert M. Ultschack
Verbiage Review: Yes
- Benefiting APN: 306724128
Engineer: UNK
Verbiage Review: Yes
- Benefiting APN: 306760117
Engineer: Tract Map No. 8054
Verbiage Review: Yes

GPS Sub-Meter Accuracy – Trimble R2 GPS Unit



Backflow Management and Verification



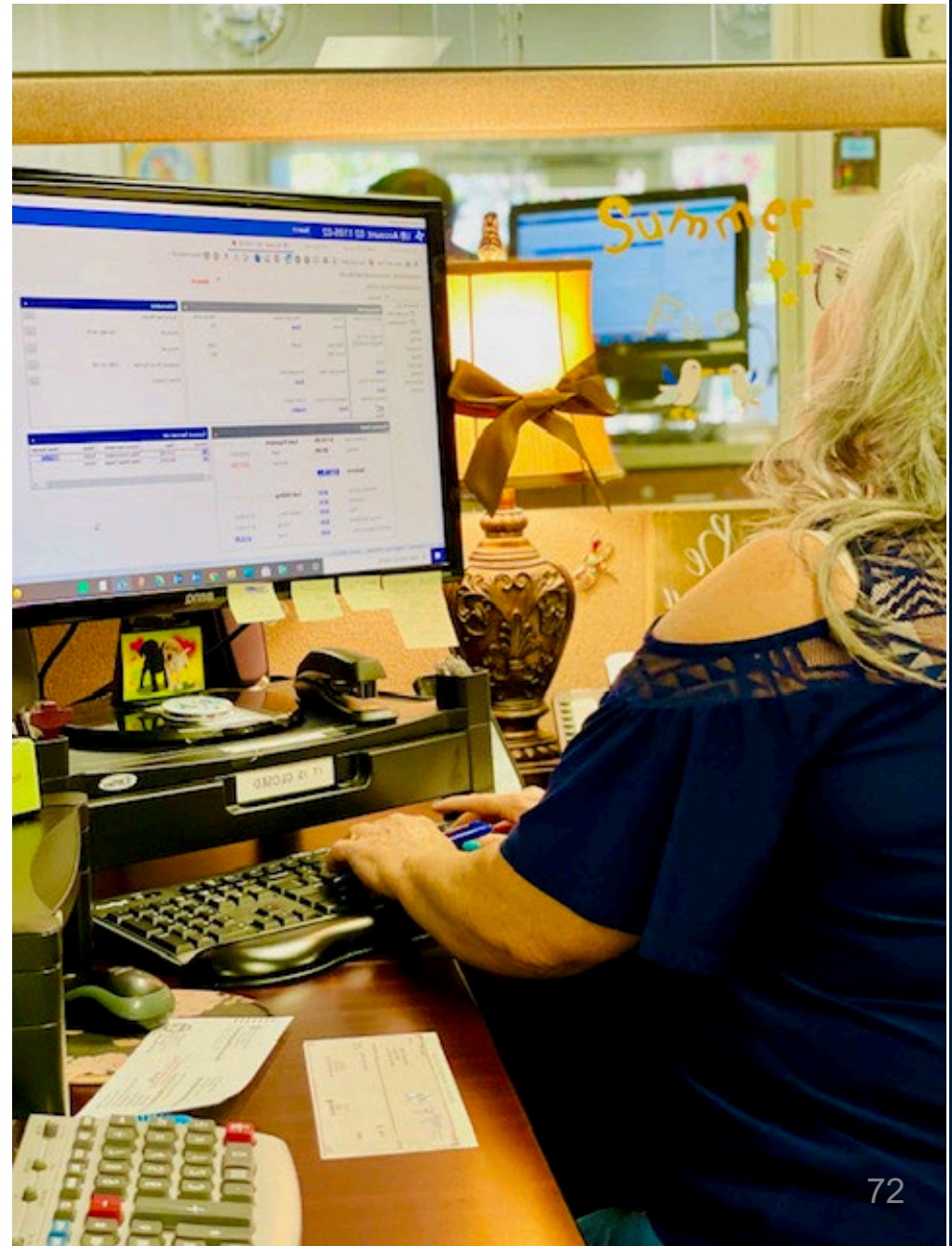
Customer Service Improvements



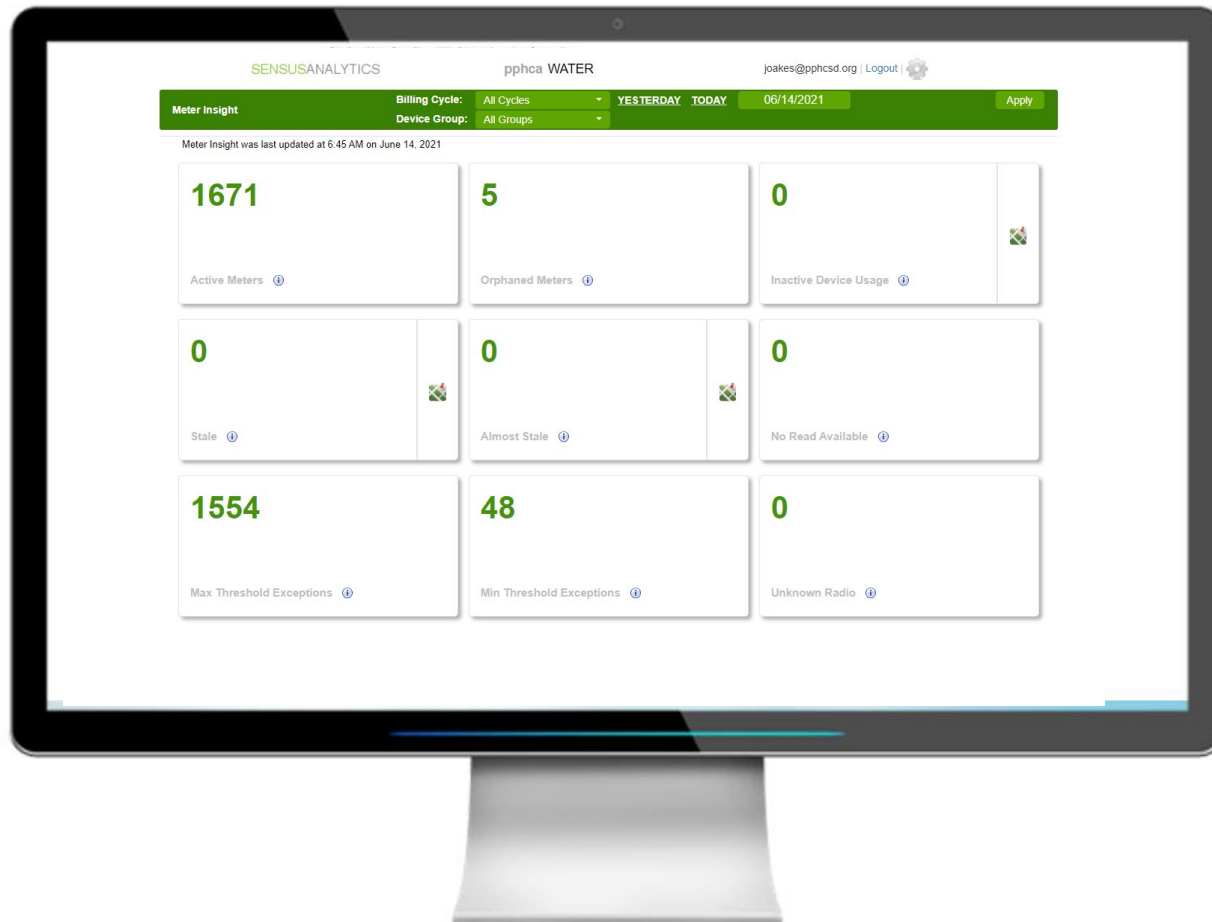
District Facing and
Customer Usage Portal



Increase in Paperless
Billing



District Facing Smart Meter Portal

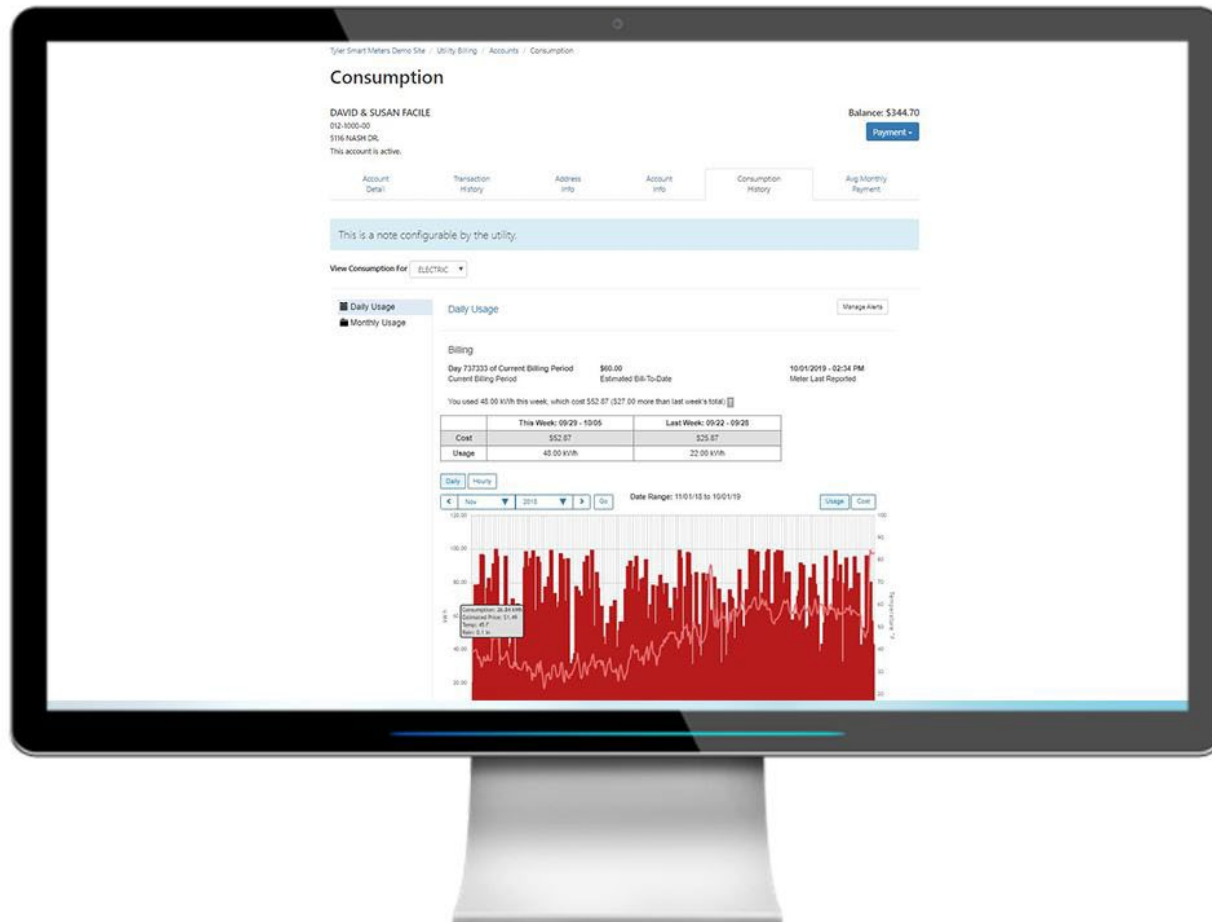


As part of the District's meter replacement program, the District now has an analytics portal which allows staff to monitor live usage data on each installed smart meter.

This early detection has allowed the District to reach out to customers very quickly when leaks are detected.

Customers have even called to notify customer service that they feel the portal has already saved them money (and water).

Customer Smart Meter Portal

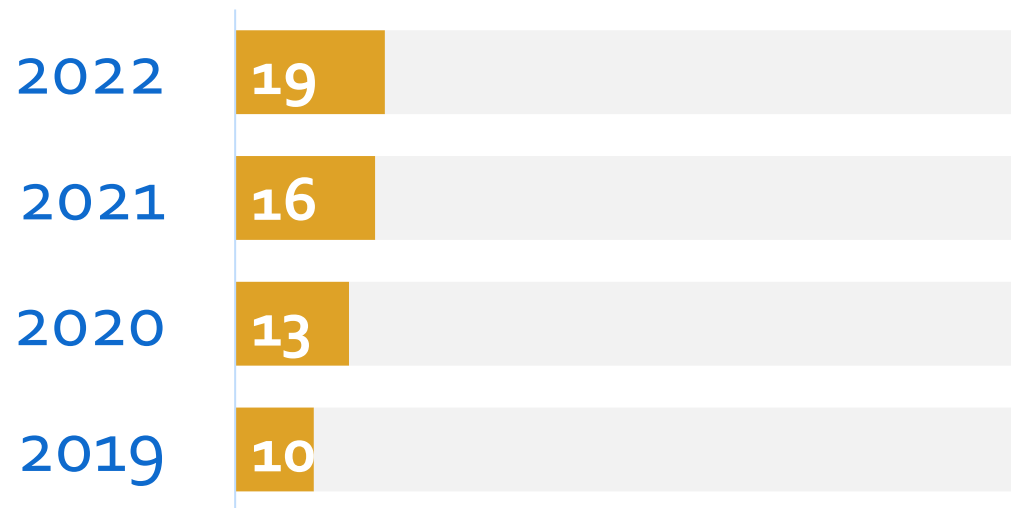


In 2021, the District launched its Smart Meter Portal which allows customers access to their live usage information and projected billing.

Currently, the District has experienced an early engagement rate of about 1%, but will begin a much larger and more targeted campaign once full AMI meter installation has been completed.

Increase in Paperless Billing

Percentage Increase – Gradual Customer Adoption of E-billing



Conversion of customers from paper bills to e-bills represents a savings to the District and its customers.

Parks Improvements



Park Expansion



Park Improvements





Park Expansion

Park expansion preconstruction preparations continue moving forward. District staff continue to look for grant funding opportunities.



Park and Community Center Improvements

- Pinon Hills Community Center – Interior painted
- Pinon Hills Park – Asphalt sidewalks and table pads replaced with concrete
- Phelan Community Center – Ceiling tiles replaced, Unit B
- One new truck purchased for parks staff





Before



After

Pinon Hills Park Parking Lot Repair, Reseal, and Restripe

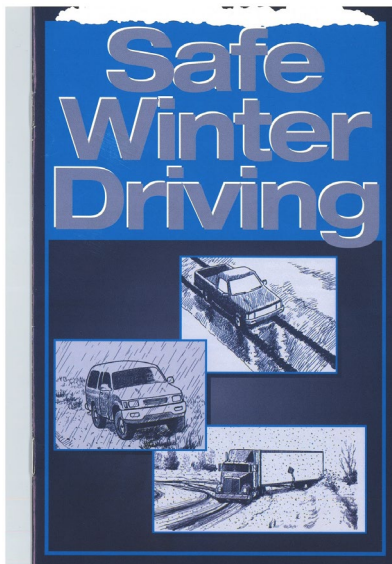
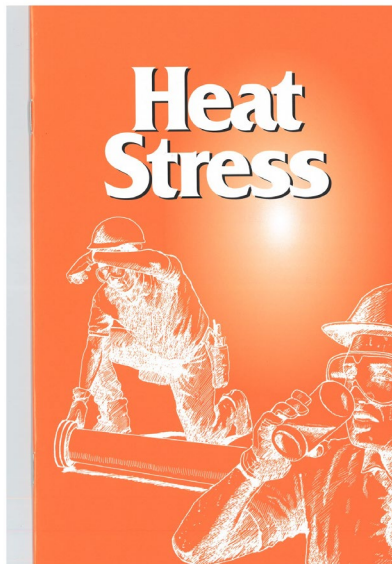
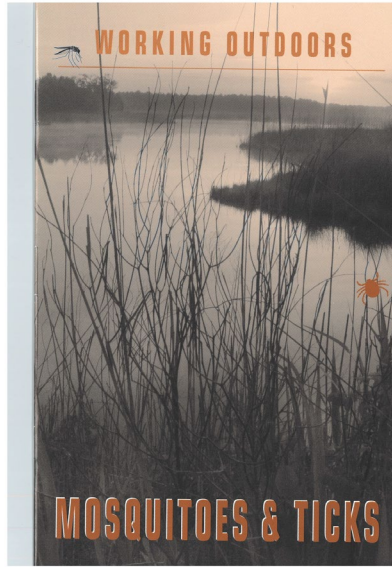
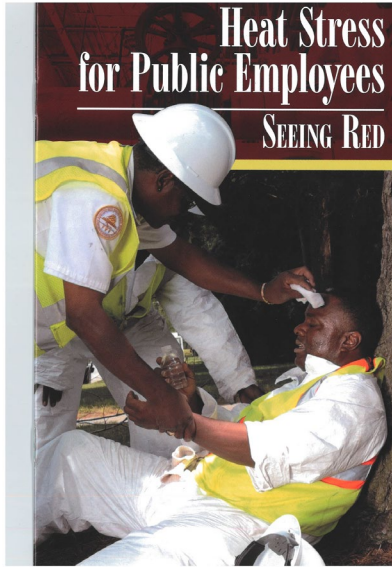
Investment in Staff



Staff Training and Education



Staff Safety and Education Training



- Weekly Tailgate Meetings
- Monthly Special Topic Training on a Variety of Topics
- Yearly Staff Emergency and Disaster Preparedness Training
- All staff are CPR & First Aid Trained – Including a Section on Heat Related Illnesses
- Year-round specialized safety Training – Extensive Course Library Target Solutions Utilizing 100's of Trainings
- All lead staff participate in 10-hour OSHA Training
- 4 Associate Degrees, 1 Associate Degree in Progress
- 8 Bachelor Degrees, 3 Bachelor Degrees in Progress
- 1 Master Degree, 2 Master Degrees in Progress
- 2 Notary Publics
- 6 Class A Licenses
- Certified Staff
 - Distribution 1 – 3 Staff Members
 - Distribution 2 – 4 Staff Members
 - Distribution 3 – 2 Staff Members
 - Distribution 4 – 4 Staff Members
 - Distribution 5 – 1 Staff Members
 - Treatment 1 – 4 Staff Members
 - Treatment 2 – 6 Staff Members
 - Treatment 4 – 1 Staff Members

Agenda Item 6a

Discussion & Possible Action
Regarding Out of District Service
Request for APN No. 3066-191-03

MEMORANDUM

DATE: September 7, 2022

TO: Board of Directors

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

SUBJECT: Discussion & Possible Action Regarding Out of District Service Request for APN 3066-191-03

STAFF RECOMMENDATION

For the Board to consider approval of serving Assessor's Parcel Number (APN) 3066-191-03 which is outside of the District's service boundary and to consider authorizing staff to prepare an Out of District Service Agreement and Will Serve Letter.

BACKGROUND

The Phelan Piñon Hills Community Services District (District) received a formal request, to serve APN 3066-191-03. This 90-acre parcel is located at the northeast corner Beekley Road and Highway 138 and is within the Sheep Creek Water Company (SCWC) service area boundary. The parcel is zoned single family residential. SCWC issued a "no objection" letter granting permission for the parcel to be served by the District.

In late 2018, the State Water Resources Control Board issued a compliance order to SCWC for violating the California Health and Safety code, for deficient water source capacity. A service connection moratorium was issued which states SC shall not allow any additional service connection to its water system, including any such service connections for which a "will serve" letter issued at any time until it meets its adequate source capacity and meets the system's highest maximum day demand.

The nearest SCWC water pipeline is located east of the parcel, on Hollister Road, Nielson Road and Sunnyslope Road. The nearest District's water pipelines to the parcel are located east on Mango Street (8" PVC installed in 2006), and south on Sunnyslope Road (8" AC).

May 18, 2018, the District's Board of Director adopted Resolution No. 2018-05 Establishing Policy No. 7200 "Out of District/Boundary Water Service". Currently, the District serves 12 parcels outside of its serve boundary, 10 of which were served prior to the formation of the district. The most recent out of service request approved by the Board was for the Chevron Station on Beekley Road and Highway 138 in 2017. The property owner provided a fee of \$200, for staff compensation, to begin the request to be served by the District.

Fees to be collected by the customer for water service are as follows:

Water Connection Fee	\$7,970
Out of District Service Fees (2009-2022) (Estimated)	\$1,876.27
1" Meter Installation Fee (estimated)	\$2,358.42
Water Permit Fee	\$60

FISCAL IMPACT

+ \$12,264.69

ATTACHMENT(S)

SCWC "no objection" letter, Parcel Owner Request Letter, Exhibit "C" Location Map, assessor parcel map, Resolution No. 2018-05

SHEEP CREEK WATER COMPANY
4200 Sunnyslope Road
P O Box 291820 / Phelan, CA 92329-1820
Phone: (760) 868-3755 / Fax: (760) 868-2174
E-mail: SheepCreek@verizon.net

August 19, 2022

Phelan Pinon Hills Community Services District
ATTN: George Cardenas
4175 Warbler Rd
P O Box 294049 / Phelan, CA 92329-4049

Subject: Out of Service Area Agreement
Water Service to Robert Howard Property
Assessor Parcel # 3066-191-03-0000

Dear Mr. George Cardenas,

This letter is to confirm with Phelan Pinon Hills Community Services District (PPHCSD), that the above referenced parcel is within Sheep Creek Water Company boundary, and that, Sheep Creek Water Company (SCWC) has no objection for PPHCSD to serve the property on an interim basis. Should SCWC construct a water mainline within Beekley Road, Sunnyslope Road or Mango Road, the property owner at the time will be required to establish service with SCWC. All costs to re-establish service from SCWC, including connection fees, improvement fees, meter installation fees and any permits, will be the responsibility of the property owner.

By entering into this *Out of Service Area Agreement*, with the PPHCSD, SCWC transfers responsibility for meeting both domestic and fire protection requirement for the property, to PPHCSD. PPHCSD acknowledges responsibility through the issuance of a Will Serve Letter for the property.

The enclosed *Notice of Condition Regarding Water Service Connection*, can be recorded against the title of the property by Sheep Creek Water Company. If this alternative is selected, the enclosed *Statement of Acknowledgement Notice of Condition Regarding Water Service Connection* Form, must be completed by the property owner(s) and returned to the SCWC office.

If you have any questions or comments, please call our office.

Sincerely



Joseph R. Tapia Jr
General Manager – Sheep Creek Water Company

cc: via email – Robert Howard

Robert M. Howard
4550 Nielson Rd
Phelan, CA 92371

August 30, 2022

Phelan Pinon Hills Community Service District
4176 Warbler Road
Phelan, CA 912371

Attn: George

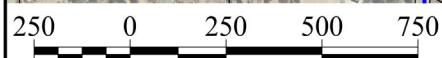
This letter is in regards to our out of district water transfer from Sheep Creek Water Co. to CSD. APN 3066 191 04 is the property that I am referring to. The plan is to use the property for a distribution center, warehousing or a truck stop service center. The property would be catalyst for Phelan and the surrounding area, due to the location between the 15 freeway and the 14 freeway not to mention the widening of Hwy 138.

What we are proposing would be a low impact on the high desert water system. I would appreciate it greatly we could work together.

Sincerely,



Robert M. Howard



SCALE IN FEET
1"=500'

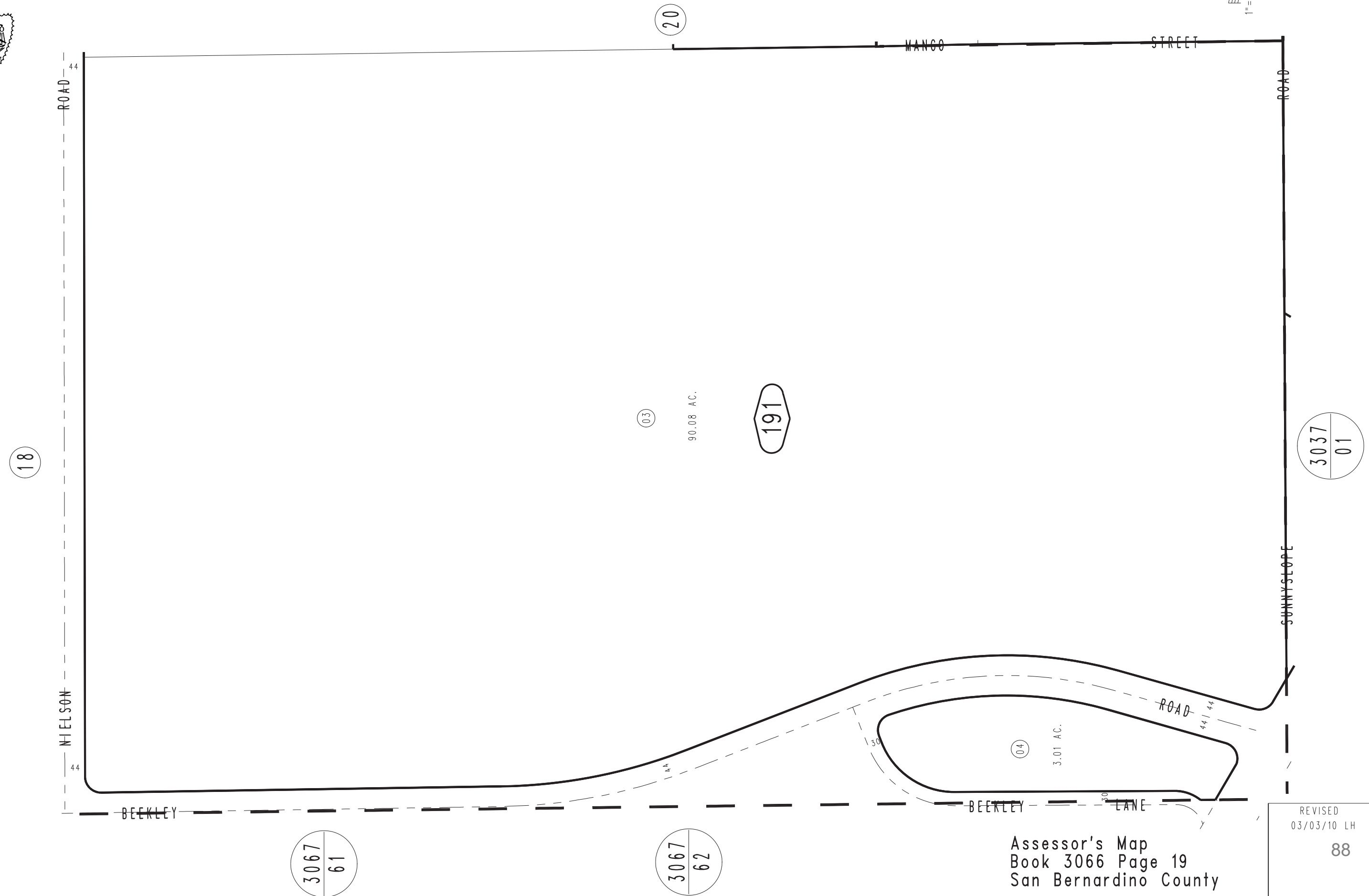
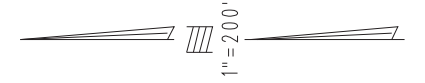
- (A) PPHCSD SERVED - WITHIN SCWC BOUNDARY
- PPHCSD WATER PIPELINES
- SCWC WATER PIPELINES

**PHELAN PINON HILLS
COMMUNITY SERVICES DISTRICT
TO SERVE APN 3066-191-03
EXHIBIT "C"**

THIS MAP IS FOR THE PURPOSE
OF AD VALOREM TAXATION ONLY.

Ptn. S.W.1/4, Sec. 23, T.4N., R.7W., S.B.M.

Snowline Joint Unified 3066 - 19
Tax Rate Area
101002



RESOLUTION NO. 2018-05
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT
ESTABLISHING POLICY NO. 7200
“OUT OF DISTRICT/BOUNDARY WATER SERVICE”

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

WHEREAS, pursuant to Condition No. 6 of LAFCO Resolution No. 2994 and Section 61100(a) of the California Government Code, the District is authorized to supply water for any beneficial uses in the same manner as a municipal water district formed pursuant to California Water Code Section 71000; and

WHEREAS, the District supplies water service to parcels outside of its established service area, and the District has parcels within its established service area being served by non-jurisdictional water agencies, as a result of practice by the predecessor agency to the District; and

WHEREAS, the District desires to continue supplying existing water service outside of its established service area, and to continue allowing water service to be supplied by non-jurisdictional water agencies, to certain parcels upon approved request; and

WHEREAS, the District desires to supply new water service outside of its established service area, and to allow new water service to be supplied by non-jurisdictional water agencies, to certain parcels upon approved request; and

WHEREAS, the District desires to create a uniform process for water service supplied outside of its service area and for water service supplied to parcels within the District’s established service area by non-jurisdictional water agencies.

NOW, THEREFORE, BE IT RESOLVED that Policy No. 7200, “Out of District/Boundary Water Service” attached hereto is hereby adopted by the Board of Directors of the Phelan Piñon Hills Community Services District.

BE IT FURTHER RESOLVED by the District’s Board of Directors that this Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this 4th day of April, 2018.

AYES: Morrissette, Pace, Roberts, Whalen
NOES: Brandon
ABSTAIN: NONE
ABSENT: NONE



President of the Board



Clerk of the Board

POLICY NO. 7200

SECTION 7201. TABLE OF CONTENTS

Section 7201	Table of Contents	Page No. 1
Section 7202	Definitions	Page No. 1-2
Section 7203	Provisions	Page No. 2
Section 7204	Limitations	Page No. 2
Section 7205	Recording Requirement	Page No. 3
Section 7206	Board Approval	Page No. 3
Section 7207	Costs	Page No. 3
Section 7208	Procedures	Page No. 3-5

SECTION 7202. DEFINITIONS

- 7202.01 **Agreement** – Water Service Agreement for Out of District Water Service
- 7202.02 **Applicant** – Property owner or designated agent on behalf of property owner.
- 7202.03 **Board** – Phelan Piñon Hills Community Services District’s Board of Directors
- 7202.04 **District** – Phelan Piñon Hills Community Services District
- 7202.05 **LAFCO** – Local Agency Formation Commission
- 7202.06 **Main** – A water line in streets, highways, alleys, easements, or right-of-ways used for the purpose of transmission and general distribution of water owned and operated by the District.
- 7202.07 **Mainline Extension** – An extension of a District mainline for the purpose of extending the District’s water system facilities to premises not currently adjacent to the same.
- 7202.08 **Noncontiguous** – Not adjoining to the District’s boundary.
- 7202.09 **Out of Boundary Water Service** – A property residing within District boundaries receiving water from a different water service provider.
- 7202.10 **Out of District Water Service** – Water service to a property residing outside of District boundaries receiving water service by the District.
- 7202.11 **Owner** – The person or entity in fee title, or in whose name the legal title to the property appears, by deed duly recorded in the County Recorder’s office, of the

person in possession of the property or buildings under claim of, or exercising acts of ownership over same for themselves, or as executor, administrator, guardian or trustee of the owner.

7202.12 **Water Letter** – A will serve letter; a notice of intent to serve water to a property that stipulates the fees payable to the District and the requirements for service.

SECTION 7203. PROVISIONS

7203.03 Out of District/Boundary water service must adhere to the following provisions:

7203.03.01 Out of District/Boundary water service will not adversely affect water service within the District.

7203.03.02 Out of District/Boundary water service will not significantly impact the District financially.

7203.03.02 Out of District/Boundary water service customers may, due to increased usage or other causes, or due to becoming adverse to the District’s interests, be terminated upon 120 days written notice.

7203.03.03 Except as set forth in this Policy, the rules and regulations of the District’s water rules and regulations shall apply to all out of District water customers.

7203.03.04 Any additional provisions outlined in the District’s Water Service Agreement for Out of District/Boundary Water Service.

SECTION 7204. LIMITATIONS

7204.02 Out of District/Boundary water service is limited to the following property types:

7204.02.1 Properties with existing out of District/Boundary service; or

7204.02.2 Properties that have a grandfathered/vested right to water service created by the property owner, or a predecessor agency, in interest for the construction of the mainline that would provide service to the property; or

7204.02.3 Properties that are contiguous to the District’s boundaries; or

7204.02.4 Properties that are non-contiguous to the District’s boundaries but are fronted by an existing District water mainline.

7205. RECORDING REQUIREMENT

7205.01 The District will cause to be recorded a Notice of Condition for all new out of District/Boundary water service agreements.

7205.01 For all existing out of District/Boundary water service agreements, the District will cause to be recorded a Notice of Condition where it is determined a Notice of Condition is present but was not recorded.

7205.01 For all existing out of District/Boundary water service agreements where no Notice of Condition currently exists, or its whereabouts are unknown, the District will prepare, and cause to be recorded, a Notice of Condition outlining the provisions in the existing out of District/Boundary water service agreement.

7206. BOARD APPROVAL

7205.01 Board approval for each application will be in accordance with the procedure outlined in Section 7208 of this policy.

7205.02 The Board will review and approve each Service Agreement for Out of District/Boundary Water Service (“Exhibit 1 or 2”), including attached exhibits to the Agreement.

7205.03 District Staff will obtain Board approval in a reasonable and timely manner.

7207. COSTS

7204.04 The property owner shall provide a deposit and pay for all costs incurred as part of the staff investigative process, legal review, LAFCO approval process (if applicable), and any other related costs associated with out of District water service.

7204.05 Fees will include standard connection fees and an appropriate amount equivalent to property taxes that would be collected if parcel resided in the District’s service area, as set by separate resolution or as specified in the Agreement.

7208. PROCEDURES

7208.01 Requests for out of District water service for properties residing outside of the District’s water service boundary, and desiring to be served by the District, the following procedures shall be followed in sequential order unless otherwise approved by the Board:

7208.01.1 The property owner shall provide a written request to the District stating the parcel number, the parcel address (if available), the total acreage, the intended use of the property, and the property owner’s contact information.

7208.01.2 The property owner will obtain consent from their jurisdictional water service agency stating they will allow the District to serve the property and the reason for allowing the District to do so.

7208.01.3 The property owner will provide the District with a deposit in an amount established by separate resolution or as otherwise agreed upon.

7208.01.4 Staff will review the request and submit to the Board for approval to proceed with LAFCO approval, creation of water letter and agreement, and legal review.

7208.01.5 Staff will submit request to serve outside of jurisdictional boundaries to LAFCO. If LAFCO approval is required and LAFCO denies approval, the request for out of District water service shall be deemed denied and the property owner's deposit will be refunded less District costs incurred.

7208.01.6 Upon receipt of LAFCO approval, staff completion of water letter, agreement, and legal review, the Board will review, and possibly approve, the water letter and agreement and authorize execution of water letter and agreement by all applicable District parties.

7208.01.7 After water letter and agreement are executed, the property owner will pay all applicable fees pertaining to application for service, agreement, connection fees to the District's water system, out of District service fees, and any other applicable fees, as set forth by separate resolution or as stated in agreement; deposit shall be applied towards total costs.

7208.01.8 District staff shall cause to be recorded the approved Notice of Condition.

7208.01.9 A permit shall be issued and the property owner will become subject to applicable provisions in the District's Policy No. 7100 and may proceed with water service installation.

7208.02 Requests for out of boundary water service for properties residing inside of the District's water service boundary, but desiring to be served by an outside water agency, the following procedures shall be followed in sequential order unless otherwise approved by the Board:

7208.02.1 The property owner shall provide a written request to the District stating the parcel number, the parcel address (if available), the total acreage, the intended use of the property, and the property owners contact information.

7208.02.2 The property owner will obtain consent from the water service agency they desire to be served by, with said agency stating they are willing and able to provide service the property.

7208.02.3 The property owner will provide the District with a deposit in an amount established by separate resolution, or as otherwise agreed upon.

7208.02.4 Staff will review the request and submit to the Board for approval to create agreement, notice of condition, and obtain legal review.

7208.02.5 If LAFCO approval is required for outside water agency to service property, the agency or property owner shall complete the LAFCO application process and provide notice of approval or denial to the District.

7208.02.6 Upon receipt of LAFCO approval (if applicable), staff completion of agreement, and legal review, the Board will review, and possibly approve, the agreement and notice of condition, and authorize execution of the agreement by all applicable District parties.

7208.02.7 After the agreement is executed, the property owner will pay all applicable fees pertaining to the request and the agreement; the deposit shall be applied towards total costs.

7208.02.8 District staff shall cause to be recorded the approved Notice of Condition.

AGREEMENT FOR OUT OF DISTRICT WATER SERVICE

This Agreement For Out of District Water Service (“**Agreement**”) is entered into effective _____, 2018 (“**Effective Date**”), by and between OTHER WATER AGENCY NAME, a DESCRIPTION OF WATER AGENCY (“**ACRONYM**”), and Phelan Piñon Hills Community Services District, a community services district of San Bernardino County, California (“**PPHCSD**”). ACRONYM and PPHCSD are sometimes hereafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

A. The real property described below (“**Property**”) lies within the ACRONYM water service boundary, but is not currently served by ACRONYM due to lack of proper infrastructure and/or access to the Property.

B. PPHCSD has the proper infrastructure and/or access, and is willing to provide the Property with water service.

C. ACRONYM has no objection to PPHCSD serving the Property on an interim basis, and/or until such time as ACRONYM constructs the necessary infrastructure and/or has the necessary access to serve the Property.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated into the Operative Provisions below, by this reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ACRONYM and PPHCSD agree as follows:

OPERATIVE PROVISIONS

1. Service Details.

a. Property Owner(s): _____

b. Property Address: _____

c. Property APN: _____

d. Water Service Line to be Provided: ___1”___1.5”___2”___other (specify)

e. Nearest ACRONYM Service Line: _____

f. Nearest PPHCSD Service Line: _____

g. Special Consideration/Facts: _____

2. **Responsibility for Service.** As of the Effective Date, ACRONYM hereby transfers and delegates responsibility for meeting both domestic and fire protection requirements for the Property to PPHCSD, and PPHCSD acknowledges and hereby accepts full responsibility for same, subject to any and all applicable legal requirements, as further described in that certain Will Serve Letter for the Property, attached hereto as Exhibit "A" and incorporated herein by this reference.

3. **Possible Eventual Service by ACRONYM.** The Parties acknowledge and agree that in the event ACRONYM constructs a water mainline within _____, the Property Owner shall be required to establish service with ACRONYM, including Property Owner's payment of all costs, including but not limited to connection fees, improvement fees, meter installation fees, and any permits. The Parties further acknowledge and agree that ACRONYM has, and shall have in the future, no obligation to construct a water mainline capable of serving the Property. PPHCSD agrees to reasonably cooperate with ACRONYM, at such time as ACRONYM may construct a water mainline, to transfer responsibility for service to the Property back to ACRONYM, including terminating service to the Property upon written request by ACRONYM and the Property Owner to do so. Upon any such establishment of water service with ACRONYM, PPHCSD shall take any and all actions it deems necessary in the exercise of its discretion to terminate PPHCSD's service to the Property and shall thereafter have no further obligation to provide water service (including fire protection service) to the Property.

4. **Statement of Acknowledgement.** The Parties agree that prior to commencement of any service pursuant to this Agreement, the Property Owner shall be required to execute the Acknowledgement and Consent by Owner(s) on the signature page of this Agreement and a Statement of Acknowledgement-Notice of Condition Regarding Water Service Agreement ("**Statement of Acknowledgement**") in the form attached hereto as Exhibit "B" and incorporated herein by this reference. Thereafter, the Statement of Acknowledgement shall be recorded against the Property.

5. **Time of the Essence.** Time is of the essence of this Agreement, and failure to comply with this provision shall constitute a material breach of this Agreement.

6. **Indemnification.** PPHCSD shall, and does hereby, indemnify and hold harmless ACRONYM from and against any and all claims, demands, liability, actions, causes of action, costs, expenses, attorney's fees, and obligations arising out of, or in any way connected with, any violation of law, ordinance, or regulation related to PPHCSD's service of the Property, and otherwise resulting from the service of the Property from the Effective Date, and for as long as PPHCSD continues to serve the Property. During all other times, ACRONYM shall, and does hereby, indemnify and hold harmless PPHCSD from and against any and all claims, demands, liability, actions, causes of action, costs, expenses, attorney's fees, and obligations arising out of, or in any way connected with, any violation of law, ordinance, or regulation related to ACRONYM's service of the Property, and otherwise resulting from the service of the Property.

7. **Compliance with Laws.** PPHCSD shall, at its sole cost and expense, faithfully observe and comply with all requirements of all municipal, state, and federal authorities now in force, or which may hereafter be enacted, pertaining to service of the Property. In the event that PPHCSD's provision of water service to the Property is not authorized or permitted by any

governmental agency with lawful jurisdiction, this Agreement shall be null and void and PPHCSD shall have no obligation to serve the Property.

8. Governing Law. This Agreement shall be construed and governed by the laws of the State of California. The Parties agree to the jurisdiction and venue of the Superior Court of San Bernardino County, Central Division to hear any actions arising under, related to, or connected with this Agreement.

9. Entire Agreement. This Agreement and the exhibits hereto supersede any prior agreements, negotiations, and communications, oral or written, and contains the entire agreement between the Parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

10. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. In order to expedite matters, electronic signatures may be used in place of original signatures on this Agreement. The Parties hereto intend to be bound by the signatures on the electronic document, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the use of an electronic signature; provided, however, that the Parties hereby agree to execute and provide to each other original signatures, upon the request made by either Party to the other.

IN WITNESS WHEREOF, ACRONYM and PPHCSD enter into this Agreement effective as of the Effective Date set forth above.

“PPHCSD”

“ACRONYM”

Phelan Piñon Hills Community Services District

OTHER WATER AGENCY NAME

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

**ACKNOWLEDGEMENT AND CONSENT
BY OWNER(S):**

**I/We, the undersigned, are the above-
described Property Owner, and I/we hereby
acknowledge, consent to, and agree to abide
by the terms of the foregoing Agreement for
Out of District Water Service.**

[Sign:] _____
Print Name: _____
Date: _____

[Sign:] _____
Print Name: _____
Date: _____

Exhibit A

[Date]

PROPERTY OWNER

[Mail Address]

[City, State, Zip]

Re: Water Letter - Notice of Intent to Serve/Sewer Availability Letter
Assessor Parcel Number: #####-###-##
Property Address: [ADDRESS]

Dear PROPERTY OWNER:

This letter is in response to your application for water service (“Applicant”) for the purpose of STATE PURPOSE (“SHORT TITLE”) on the above referenced property (“Property”). Please be aware that the Phelan Piñon Hills Community Services District (“District”) does not provide sewer facilities within the District boundaries, nor are sewer facilities provided by any other entity. The Property is not within the District boundaries; however, the District has the ability to provide domestic water service to the Property upon payment of applicable fees and satisfaction of District requirements, including but not limited to, the following:

- The current fees payable to the District, which shall be non-refundable, are:

Water Connection Fee	\$
Out of District Service Fees (2008-20__)	\$
Meter Installation (Estimated)	\$
Water Permit Fee	\$
Total	\$

- Plot plan to scale indicating street names, roads and water service line easements, dimensions and structure location.
- If applicable, written authorization to cross San Bernardino County Drainage Easement will be required if service line crosses a drainage easement. Contact the San Bernardino County Permitting Department: (909) 387-7995.
- If the Property has been purchased within the last 6 months, a copy of the Grant Deed or Closing Escrow Statement, to verify property ownership.

PROPERTY OWNER

[Date]

Page 2

- In accordance with the mandated regulations imposed by the State Water Resources Control Board, resulting in the District's Ordinance 2016-01, prior to the District's acceptance of fee payment, the legal Property owner is required to meet with the District's Conservation Program Administrator. The District requires that all new customers, and those customers constructing new structures on properties served by the District, be made aware of said conditions and mandates. To that end, you will find enclosed the following documents:
 1. Phelan Piñon Hills Community Services District Ordinance 2016-01
 2. High Desert Guide to Water Conservation
 3. Acknowledgment of District Water Conservation Measures and Restrictions; signature required by legal property owner(s).
- Complete Owner Application.
- This letter is subject to the following additional conditions and reservations:
 1. Construction of SHORT TITLE facilities deemed adequate by the District to connect to existing and proposed District facilities must be in compliance with the District's Rules, Regulations, Resolutions, and Ordinances in effect at the time of connection. Any SHORT TITLE facilities that will become a part of the District's water system must be approved in advance by the District as to design and functionality. On-site water plans required for plan checks. Plan check and inspection fees to be calculated at submittal.
 2. Operation of the SHORT TITLE must comply with all Rules, Regulations, Resolutions, and Ordinances of the District in force and effect at the time water service is actually requested and as may be amended from time to time by the District. Any part of the SHORT TITLE that is connected to the District's water system shall operate in accordance with the rules and standards of the District, and any conditions placed by the District on the provision of water service.
 3. The Applicant must pay when due any and all rates, charges, fees, deposits, fines, penalties, taxes, and assessments levied by the District, including, but not limited to, the payment of an annual *Out of District Service Fee* to the District in the amount of .7% of the annual assessed valuation of the Property, and the payment of any levies imposed by the District and/or the Mojave Water Agency for the purpose of purchasing import water to replace the groundwater produced by the SHORT TITLE.

PROPERTY OWNER

[Date]

Page 3

4. The Applicant executes the *Agreement for Out of District Water Service* between the District and OTHER WATER COMPANY dated _____, 2018 (“Agreement”), acknowledging Applicant’s consent to the terms and conditions thereof and Applicant’s agreement to comply with the provisions thereof.
5. The District’s obligation to furnish water service to the SHORT TITLE shall be subject to the District’s Rules, Regulations, Resolutions, and Ordinances that are in force and effect at the time water service is actually requested and as may be amended from time to time by the District. In the event that the District’s provision of water service to the Property is not authorized or permitted by any governmental agency with lawful jurisdiction, this letter shall be null and void and the District shall have no obligation to serve the Property.
6. The District makes no express or implied representations or warranties concerning the quality, pressure, or temperature of the water furnished to the SHORT TITLE, or the manner in which the water is made available, or its fitness for any particular purpose, and the District shall not be held liable for any losses incurred or damages sustained as a direct or indirect result thereof. Any water made available to the SHORT TITLE shall not serve as the basis of, or otherwise support, any water rights claim that may be asserted by the Applicant.
7. The District shall not be held liable or responsible for any debts or claims that may arise from the operation of the SHORT TITLE, or for any damage claims for injury to persons, including the Applicant and its agents, employees, guests, invitees, trespassers, contractors, and consultants, or for property damage, or for other loss to any vehicle or the contents thereof, from any cause arising out of or in any way related to the Applicant’s use of the water hereby received or the Applicant’s ownership, occupancy, and operation of the SHORT TITLE, including those arising out of damages or losses occurring on or adjacent to the SHORT TITLE site.
8. The Applicant hereby expressly waives and releases the District and its agents, officers, directors, and employees from any and all liability for the claims, actions, and/or losses set forth in Section 7 above and for any costs and expenses incurred in connection therewith. The Applicant, notwithstanding the provisions of California Civil Code Section 1542, which provides that “[a] general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor,” expressly waives and relinquishes all rights and benefits afforded to the Applicant thereunder and under any and all similar laws of any state or territory of the United States with respect to the claims, actions,

PROPERTY OWNER

[Date]

Page 4

and/or losses referenced above. Applicant's acceptance of this letter shall act as a release of any and all future claims that may arise from the aforementioned whether such claims are currently known, unknown, foreseen, or unforeseen. The Applicant understands and acknowledges the significance and consequences of such specific waiver of Civil Code Section 1542 and hereby assumes full responsibility for any injuries, damages, losses, or liability that may result from the claims identified above.

9.
 - (A) Excepting the sole or active negligence or willful misconduct of the District, the Applicant shall indemnify the District and its officers, directors, agents, shareholders, and employees against, and hold them free of and harmless from, all claims and liabilities of any kind arising out of, in connection with, or resulting from, the Agreement, as well as any and all acts or omissions on the part of the Applicant and/or his agents, guests, invitees, trespassers, contractors, consultants, and employees in connection with the use of the water received pursuant hereto and/or Applicant's ownership or occupancy of the Property and/or the operation of the SHORT TITLE, and defend the District and its officers, directors, agents, shareholders, and employees from any suits or actions at law or in equity and to pay all court costs and counsel fees incurred in connection therewith.
 - (B) In addition, the Applicant shall defend, indemnify, and hold the District and its officers, directors, agents, shareholders, and employees, free of and harmless from and against, all claims, losses, liabilities, damages, demands, actions, judgments, causes of action, assessments, penalties, costs, expenses (including, without limitation, the reasonable fees and disbursements of legal counsel, expert witnesses, and accountants), and all foreseeable and unforeseeable consequential damages which might arise or be asserted against the District and/or the Applicant with regard to the condition of the Property or the activities conducted thereon, which are alleged and/or determined to be tortious and/or in violation of present and future federal, state, and local laws (whether under common law, case law, statute, rule, regulation, or otherwise).
 - (C) The Applicant, for itself and on behalf of its affiliates, subsidiaries, parent companies, and successors in interest, agrees, as a condition of issuance of this letter, to defend at its sole expense any action brought against the District, its agents, employees or officers, because of the issuance of any approvals or authorizations contained herein, or in the alternative, to relinquish such approval. The Applicant shall reimburse the District, its agents, employees, or officers, for any court costs and attorneys' fees which the District, its agents employees or officers may be required to pay as a result of such action. The District may, in its

PROPERTY OWNER

[Date]

Page 5

discretion, participate at its own expense in the defense of any such action but such participation shall not relieve the Applicant of its obligations under this condition.

10. The Applicant shall procure and maintain during the life of the SHORT TITLE such policies of insurance, bonds from an acceptable surety, cash deposits, escrow accounts, letters of credit, and other forms of security, in amounts and upon terms deemed sufficient by the District in its sole discretion to protect the District from any and all exposure to loss and/or liability as a result of the SHORT TITLE and from any adverse impact of the SHORT TITLE, including, but not limited to, increased costs of providing water, operational and capital costs associated with decreased water supply, or the degradation of water quality, and reduced well yields.
11. At any time prior to connection, upon a determination by the Board of Directors of the District, this letter may be revoked in writing.
12. After connection, the following shall be deemed events of default and cause for immediate revocation of this letter by the District:
 - (A) The Applicant's failure to adequately comply with any term, condition, or covenant contained herein.
 - (B) The Applicant sells, leases, deserts, vacates, or abandons any substantial portion of the SHORT TITLE, or a receiver or trustee is appointed for all or substantially all of the assets of the Applicant.
 - (C) Water resources are no longer available to serve the SHORT TITLE, and/or the Board of Directors of the District exercises its rights under Water Code Section 31026, and/or a water shortage emergency is declared pursuant to Water Code Section 350 et seq.
 - (D) The imposition of limitations and/or constraints on water service placed on the District by court order, or by decree of a tribunal or other governmental body with competent jurisdiction, or by the negotiation and execution of outside agreements.
 - (E) Delivery of water to the SHORT TITLE is interrupted by riots, wars, sabotage, civil disturbances, insurrection, explosion, natural disasters such as floods, earthquakes, landslides, and fires, and other labor disturbances or other catastrophic events which are beyond the control of the District.

PROPERTY OWNER

[Date]

Page 6

- (F) The service of water to the SHORT TITLE would adversely affect the health, safety, and/or welfare of any customers of the District.
13. This water service letter is exclusive to the SHORT TITLE described above and may not be transferred or assigned for any other purpose or SHORT TITLE.
14. This letter, and any representations made herein, shall be null and void if the SHORT TITLE is not approved by the appropriate governmental agencies with jurisdiction over the SHORT TITLE. If the SHORT TITLE is approved by such agencies, the Applicant must ensure that the terms and conditions of this letter must be incorporated in the permit(s) issued therefor.

Subsequent field investigations by the District could determine that supplementary charges for labor and/or materials may be required in addition to the above listed items.

This letter is valid for a period of **ONE YEAR** from the date issued. Information is based on a proposed gas station for the referenced parcel. A zone change or subdivision invalidates this letter. **All fees are subject to change.**

Sincerely,

George Cardenas
Engineering Manager

Enc.: Acknowledgement of District Water Conservation Measures and Restrictions
Phelan Piñon Hills Community Services District's Ordinance 2015-02
High Desert Guide to Water Conservation

Exhibit "B"

Recording Requested By:

When Recorded Return To:

OTHER WATER AGENCY NAME

ADDRESS 1

ADDRESS 2

APN:

(Space Above This Line For Recorder's Use)

**STATEMENT OF ACKNOWLEDGEMENT AND AGREEMENT-NOTICE OF
CONDITION REGARDING WATER SERVICE CONNECTION**

This Statement of Acknowledgement-Notice of Condition Regarding Water Service Connection ("**Acknowledgement**") is entered into effective _____, 2018 ("**Effective Date**"), by the undersigned property owner(s) named below ("**Property Owner**"), relative to water service to be established consistent with the terms of that certain unrecorded Agreement for Out of District Water Service ("**Agreement**") having the same Effective Date as this Acknowledgement.

Property Owner hereby acknowledges and agrees to be bound by the following:

1. Service Details.

a. Property Owner(s): _____

b. Property Address: _____

c. Property APN: _____

d. Water Service Line to be Provided: __1"__1.5"__2"__other (specify)

- 2. Property Owner is the fee owner of the above-referenced real property, more particularly described on attached Schedule I ("**Parcel**").
- 3. Property Owner acknowledges and agrees that the Parcel lies within the water service boundary of OTHER AGENCY NAME ("**ACRONYM**"), but is not currently being served by ACRONYM due to lack of proper infrastructure and/or access to the Parcel.
- 4. Property Owner hereby acknowledges and agrees, and has consented by countersignature of the Agreement, that water service for the Parcel has been

conditionally authorized for connection to a water main line adjacent to the Parcel owned and/or operated by Phelan Piñon Hills Community Services District (“PPHCSD”).

5. Property Owner hereby acknowledges and agrees that ACRONYM does not guarantee, nor shall it be held responsible, for resulting water service pressure, and/or flow capacity to the Parcel for domestic, fire flow, or other use, during the period of water service to the Parcel by PPHCSD.
6. Property Owner hereby acknowledges and agrees that in the event ACRONYM constructs a water mainline in the area of the Parcel, Property Owner shall be required to establish service with ACRONYM, including payment by Property Owner of all related costs, including but not limited to connection fees, improvement fees, meter installation fees and any permits. Property Owner further acknowledges and agrees that ACRONYM has, and shall have in the future, no obligation to construct a water mainline capable of serving the Parcel. Upon any such establishment of water service with ACRONYM, PPHCSD shall take any and all actions it deems necessary in the exercise of its discretion to terminate PPHCSD’s service to the Parcel and shall thereafter have no further obligation to provide water service (including fire protection service) to the Parcel.
7. Property Owner hereby acknowledges and agrees that this Acknowledgement shall be binding upon and shall inure to the benefit of the successors and assigns of Property Owner, ACRONYM, and PPHCSD.

As the Property Owner(s) of the Parcel(s), I/we hereby acknowledge and agree as stated above.

PROPERTY OWNER

[Sign:] _____
Print Name: _____
Date: _____

[Sign:] _____
Print Name: _____
Date: _____

NOTARY ACKNOWLEDGEMENT

(California All-Purpose Acknowledgment)

This Notary Acknowledgement is attached to a document entitled *Statement of Acknowledgement and Agreement Notice of Condition Regarding Water Service Connection*.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)
) ss.
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Schedule I

“Parcel” Legal Description

[Insert from Owner’s Vesting Deed]

DRAFT

AGREEMENT FOR OUT OF BOUNDARY WATER SERVICE

This Agreement For Out of Boundary Water Service (“**Agreement**”) is entered into effective _____, 2018 (“**Effective Date**”), by and between **OTHER WATER AGENCY**, a California corporation and privately-held mutual water company (“**ACRONYM**”), and Phelan Piñon Hills Community Services District, a community services district of San Bernardino County, California (“**PPHCSD**”). **ACRONYM** and **PPHCSD** are sometimes hereafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

A. The real property described below (“**Property**”) lies within the **PPHCSD** water service boundary, but is currently served by **ACRONYM**.

B. **PPHCSD** is willing to permit **ACRONYM** to continue serving the Property on an interim basis in accordance with the terms of this Agreement until such time as **PPHCSD** determines in the exercise of its sole discretion that **PPHCSD** shall provide service to the Property.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated into the Operative Provisions below, by this reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **ACRONYM** and **PPHCSD** agree as follows:

OPERATIVE PROVISIONS

1. Service Details.

- a. **Property Owner(s):** _____
- b. **Property Address:** _____
- c. **Property APN:** _____
- d. **Water Service Line to be Provided:** ___1”___1.5”___2”___other (specify)
- e. **Nearest **ACRONYM** Service Line:** _____
- f. **Nearest **PPHCSD** Service Line:** _____
- g. **Special Consideration/Facts:** _____

2. Responsibility for Service. For the period of time that the information contained in Section 1 of this Agreement remains accurate, **PPHCSD** shall continue to delegate responsibility for meeting both domestic and fire protection requirements for the Property to

ACRONYM, and ACRONYM acknowledges and accepts full responsibility for same, subject to any and all applicable legal requirements.

3. **Possible Eventual Service by PPHCSD.** The Parties acknowledge and agree that, upon a change of ownership to the Property, the subsequent owner of the Property shall be required to establish service with PPHCSD, including the payment of all costs, fees, and charges, including but not limited to connection fees, improvement fees, meter installation fees, and any permits, at any time deemed appropriate by PPHCSD in the exercise of its sole discretion. Upon any such determination by PPHCSD, ACRONYM agrees to reasonably cooperate with PPHCSD to transfer responsibility for service to the Property to PPHCSD, including terminating service to the Property upon written request by PPHCSD to do so.

4. **Statement of Acknowledgement.** The Parties agree that prior to commencement of any service pursuant to this Agreement, the Property Owner shall be required to execute the Acknowledgement and Consent by Owner(s) on the signature page of this Agreement and a Statement of Acknowledgement-Notice of Condition Regarding Water Service Agreement (“**Statement of Acknowledgement**”) in the form attached hereto as Exhibit “A” and incorporated herein by this reference. Thereafter, the Statement of Acknowledgement shall be recorded against the Property.

5. **Time of the Essence.** Time is of the essence of this Agreement, and failure to comply with this provision shall constitute a material breach of this Agreement.

6. **Indemnification.** ACRONYM shall, and does hereby, indemnify and hold harmless PPHCSD from and against any and all claims, demands, liability, actions, causes of action, costs, expenses, attorney’s fees, and obligations arising out of, or in any way connected with, any violation of law, ordinance, or regulation related to ACRONYM’s service of the Property, and otherwise resulting from the service of the Property from the Effective Date, and for as long as ACRONYM continues to serve the Property. During all other times, PPHCSD shall, and does hereby, indemnify and hold harmless ACRONYM from and against any and all claims, demands, liability, actions, causes of action, costs, expenses, attorney’s fees, and obligations arising out of, or in any way connected with, any violation of law, ordinance, or regulation related to PPHCSD’s service of the Property, and otherwise resulting from the service of the Property.

7. **Compliance with Laws.** ACRONYM shall, at its sole cost and expense, faithfully observe and comply with all requirements of all municipal, state, and federal authorities now in force, or which may hereafter be enacted, pertaining to service of the Property. In the event that ACRONYM’s provision of water service to the Property is not authorized or permitted by any governmental agency with lawful jurisdiction, this Agreement shall be null and void and ACRONYM shall have no entitlement or obligation to serve the Property.

8. **Governing Law.** This Agreement shall be construed and governed by the laws of the State of California. The Parties agree to the jurisdiction and venue of the Superior Court of San Bernardino County, Central Division to hear any actions arising under, related to, or connected with this Agreement.

9. **Entire Agreement.** This Agreement and the exhibits hereto supersede any prior agreements, negotiations, and communications, oral or written, and contains the entire agreement between the Parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

10. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. In order to expedite matters, electronic signatures may be used in place of original signatures on this Agreement. The Parties hereto intend to be bound by the signatures on the electronic document, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the use of an electronic signature; provided, however, that the Parties hereby agree to execute and provide to each other original signatures, upon the request made by either Party to the other.

IN WITNESS WHEREOF, ACRONYM and PPHCSD enter into this Agreement effective as of the Effective Date set forth above.

“PPHCSD”

Phelan Piñon Hills Community Services
District

By: _____

Name: _____

Its: _____

“ACRONYM”

OTHER WATER AGENCY

By: _____

Name: _____

Its: _____

**ACKNOWLEDGEMENT AND CONSENT
BY OWNER(S):**

I/We, the undersigned, are the above-described Property Owner, and I/we hereby acknowledge, consent to, and agree to abide by the terms of the foregoing Agreement for Out of District Water Service.

[Sign:] _____

Print Name: _____

Date: _____

[Sign:] _____

Print Name: _____

Date: _____

Exhibit "A"

Recording Requested By:

When Recorded Return To:

Phelan Pinon Hills Community Services
District
P.O. Box 294049
Phelan, CA 92329-4049

APN:

(Space Above This Line For Recorder's Use)

**STATEMENT OF ACKNOWLEDGEMENT AND AGREEMENT-NOTICE OF
CONDITION REGARDING WATER SERVICE CONNECTION**

This Statement of Acknowledgement-Notice of Condition Regarding Water Service Connection ("**Acknowledgement**") is entered into effective _____, 2018 ("**Effective Date**"), by the undersigned property owner(s) named below ("**Property Owner**"), relative to water service to be established consistent with the terms of that certain unrecorded Agreement for Out of Boundary Water Service ("**Agreement**") having the same Effective Date as this Acknowledgement.

Property Owner hereby acknowledges and agrees to be bound by the following:

1. Service Details.

a. Property Owner(s): _____

b. Property Address: _____

c. Property APN: _____

d. Water Service Line to be Provided: __1"__1.5"__2"__other (specify)

- 2. Property Owner is the fee owner of the above-referenced real property, more particularly described on attached Schedule I ("**Parcel**").
- 3. Property Owner acknowledges and agrees that the Parcel lies within the water service boundary of Phelan Pinon Hills Community Services District ("**PPHCSD**"), but is currently being served by **OTHER WATER AGENCY** ("**ACRONYM**").

4. Property Owner hereby acknowledges and agrees, and has consented by countersignature of the Agreement, that water service for the Parcel has been conditionally authorized for connection to a water main line owned and/or operated by ACRONYM.
5. Property Owner hereby acknowledges and agrees that PPHCSD does not guarantee, nor shall it be held responsible, for resulting water service pressure, and/or flow capacity to the Parcel for domestic, fire flow, or other use, during the period of water service to the Parcel by ACRONYM.
6. Property Owner hereby acknowledges and agrees that upon any future determination by PPHCSD, in the exercise of its sole discretion, Property Owner shall be required to establish service with PPHCSD, including payment by Property Owner of all related costs, fees, and charges, including but not limited to connection fees, improvement fees, meter installation fees, and any permits.
7. Property Owner hereby acknowledges and agrees that this Acknowledgement shall be binding upon and shall inure to the benefit of the successors and assigns of Property Owner, ACRONYM, and PPHCSD.

As the Property Owner(s) of the Parcel(s), I/we hereby acknowledge and agree as stated above.

PROPERTY OWNER

[Sign:] _____
 Print Name: _____
 Date: _____

[Sign:] _____
 Print Name: _____
 Date: _____

NOTARY ACKNOWLEDGEMENT

(California All-Purpose Acknowledgment)

This Notary Acknowledgement is attached to a document entitled *Statement of Acknowledgement and Agreement Notice of Condition Regarding Water Service Connection*.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)

) ss.

County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Schedule I

“Parcel” Legal Description

[Insert from Owner’s Vesting Deed]



Agenda Item 6b

Update on the Proposed Civic
Center & Phelan Park Expansion
Projects



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

MEMORANDUM

DATE: September 7, 2022
TO: Board of Directors
FROM: Don Bartz, General Manager
By: Kim Ward, HR Manager/Executive Secretary
SUBJECT: Update on the Proposed Civic Center & Phelan Park Expansion Project

STAFF RECOMMENDATION

None

BACKGROUND

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

FISCAL IMPACT

None

ATTACHMENT(S)

None

Agenda Item 6c

Update on the Status of
Negotiations for the Consolidation
of Sheep Creek Mutual Water
Company Into the District

MEMORANDUM

DATE: September 7, 2022

TO: Board of Directors

FROM: Don Bartz, General Manager
By: Kim Ward, HR Manager/Executive Secretary

SUBJECT: Update on the Status of Negotiations for the Consolidation of Sheep Creek Mutual Water Company into the District

STAFF RECOMMENDATION

None

BACKGROUND

Staff will update the Board on the status of negotiations for the consolidation of Sheep Creek Mutual Water Company.

FISCAL IMPACT

None

ATTACHMENT(S)

None

Agenda Item 7

Committee Reports/Comments

ENGINEERING COMMITTEE MEETING MINUTES

August 10, 2022 – 4:00 p.m.
Phelan Community Center
4128 Warbler Road, Phelan, CA 92371
& Remotely Via Zoom or Conference Call

Board Members Present: Mark Roberts, Director (Chair)
Kathy Hoffman, Director

Board Members Absent: None

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

Guests/Public: None

Call to Order

Director 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**

Director Hoffman moved to approve the Agenda. Director Roberts seconded the motion. Motion passed unanimously.

2) **Public Comment** – None

3) **Approval of Minutes**

Director Hoffman moved to approve the Minutes. Director Roberts seconded the motion. Motion passed unanimously.

4) **Oeste Recharge Study Project**

Nothing new to report.

5) **Discussion Regarding Water System**

- **Pumps and Wells Services Agreement**

Mr. Wright noted the agreement was utilized for an outage as a result of the recent electrical storm. In the process of rehabilitating Well 11. Well 14 has not been online this summer other than for sampling. There have been 5 SCE outages and the generators were deployed to keep water flowing.

- **10-Year Tank Rehabilitation & Maintenance Service**
Tank 1A-3 interior was cleaned.
- **Water Quality**
- **Service Line Replacement Program Update**
129 replaced this calendar year to date. Beginning air-vac maintenance for the year.
- **Other Repairs/Replacements/Updates/Maintenance**
Pipeline for new well will be delivered next week. The well permit has been pulled with the county and drilling is scheduled for October.

A written report is in the agenda packet for this meeting.

- 6) **Smithson Springs Update**
Mr. Wright reported that the flow is 1gpm at the upper weir and 0.5gpm at the lower weir.
- 7) **State Regulations Update**
Nothing new to report.
- 8) **Review of Current Projects**
 - **Pressure Zone 6**
Nothing new to report.
 - **New Well No. 15**
Mr. Cardenas reported all the permitting is completing.
 - **Phelan Road Widening**
County will begin working on turnouts this month. Received notice of CEQA for Phelan Rd. and Hwy 138 intersection. Not expected to begin until 2025-2026.
- 9) **Staff Reports**
Met with SCE about bringing power to the fill station which means power will be available for future Well No. 16. Staff will look at Tesla storage batteries for wells. Supply chain is affecting the availability of the meters for the Meter Replacement Program.
- 10) **Review of Action Items**
 - a) **Prior Meeting** – None
 - b) **Current Meeting** – Staff to investigate Tesla batteries for wells.
- 11) **Set Agenda for Next Meeting** – September 14, 2022
- 12) **Adjournment**
With no further business before the Committee, the meeting adjourned at 4:22 p.m.

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

LEGISLATIVE COMMITTEE MEETING MINUTES

August 11, 2022
Phelan Community Center
4128 Warbler Road, Phelan, CA 92371
& Remotely Via Zoom or Conference Call

- Board Members Present:** Deborah Philips, Chair/Vice President
Kathy Hoffman, Director
- Board Members Absent:** None
- Staff Present:** Kim Ward, HR & Solid Waste Manager/District Clerk
- Guests/Public:** None

Call to Order

Vice President Philips called the meeting to order at 3:00 p.m.

Roll Call

All Committee Members were present at Roll Call.

1) Approval of Agenda

Director Hoffman moved to approve the Agenda. Vice President Philips seconded the motion. Motion passed unanimously.

2) Public Comment – None

3) Approval of Minutes

Director Hoffman moved to approve the Minutes. Vice President Philips seconded the motion. Motion passed unanimously.

4) Update from Representatives

- **Congress**

Hayden Bartz, Field Representative for Congressman Obernolte, gave an update on inflation, border security, fentanyl, and large-scale marijuana grows.

- **County Supervisor**

Sam Shoup, Field Representative for Supervisor Cook, discussed ballot measures for a tax payer protection measure, the Fair Share Initiative, and an ordinance on industrial hemp regulations. He thanked Assemblyman Smith and Congressman Obernolte for their help on marijuana issues.

- **State Assembly**

Pam Balch, District Director for Assemblyman Lackey, gave a legislative update on the 4 a.m. Bar Bill and SB57. She also noted that Assemblyman Lackey was able to

secure \$1 million for the Wrightwood Fire Station for firefighting equipment that includes a new fire engine.

Kassie Vickers, Field Representative for Assemblyman “Smitty” Smith, gave an update on AB2105-Veteran Contactor License Fee and AB2152-Needles OHV Pilot Program. She noted that Assemblyman Smith voted against the inflation relief budget plan because it does not fix inflation. She also stated he was opposed to the controversial bill SB866, which allows children 15 years and older to receive vaccines without parental consent.

5) **Staff Reports/Committee Comments**

Nothing further at this time.

6) **Review of Action Items**

a) **Prior Meeting** – None

b) **Current Meeting** – None

7) **Set Agenda for Next Meeting** – November 10, 2022

8) **Adjournment**

With no further business before the Committee, the meeting adjourned at 3:21 p.m.

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

SOLID WASTE & RECYCLING COMMITTEE MEETING MINUTES

August 11, 2022 – 4:30 p.m.
Phelan Community Center
4128 Warbler Road, Phelan, CA 92371
& Remotely Via Zoom or Conference Call

- Board Members Present:** Deborah Philips, Chair/Vice President
Rebecca Kujawa, President
- Board Members Absent:** None
- Staff Present:** Kim Ward, HR & Solid Waste Manager/District Clerk
- CR&R Staff Present:** Brandon McGill, Operations Manager
- Guests/Public:** Lester (No last name provided)
Meredith Hergenrader
Cheryl Rhoden
Debbie McAfee

Call to Order

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

Roll Call

All Committee Members were present at Roll Call.

- 1) **Approval of Agenda**
President Kujawa moved to approve the Agenda. Vice President Philips seconded the motion. Motion passed unanimously.
- 2) **Public Comment** – None
- 3) **Approval of Minutes**
President Kujawa moved to approve the Minutes. Vice President Philips seconded the motion. Motion passed unanimously.
- 4) **Review of Quarterly Report**
The quarterly report was reviewed.
- 5) **Review of Program Events**
Ms. Ward reviewed the programs and events.
- 6) **SB 1383 Compliance**
The committee discussed SB 1383 compliance. Questions and concerns from the public were addressed.

- 7) **Discussion Regarding Stolen Recycle Bins**
Mr. McGill discussed the stolen recycle bins at local businesses. Sites will be visited to verify if there is space for a recycle dumpster, or if bins need to be locked up.
- 8) **Staff Reports**
A written report was in the packet.
- 9) **Review of Action Items**
 - a) **Prior Meeting** – None
 - b) **Current Meeting** – None
- 10) **Set Agenda for Next Meeting** – September 8, 2022
- 11) **Adjournment**
With no further business before the Committee, the meeting adjourned at 5:24 p.m.

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

2022-23 DISPOSAL USE PERMIT

ACCEPTABLE FLAMMABLE VEGETATION:

Flammable vegetation includes, but is not limited to, the following materials:

- Grass clippings and Leaves
- Tumbleweeds
- Foliage and branches that are cut to four (4) feet or less in length and less than (4) inches in diameter.
- Pine Needles
- Shrubs (e.g., Manzanita, Service Berry, Mountain Whitethorn, Sage, Ironwood, Juniper Shrubs, Spanish Broom, Mustard Weed)

NON-ACCEPTABLE MATERIALS:

The permit lists the types of waste that are **NOT** considered ordinary household waste. The yearly fee on your property tax bill does not cover these items, as they require special handling and processing. You will be charged at the disposal site entrance for materials such as:

- Tires (9 maximum)
- Manure
- Land Clearing Debris (e.g., rocks, dirt, stumps, trees including Joshua trees, Yucca plants, cactus, etc.)
- Construction/Demolition/Remodeling Debris (e.g. tile, drywall, carpet, lumber, concrete, asphalt, roofing, etc.)
- Waste not generated on the property for which the permit is issued

HOUSEHOLD HAZARDOUS WASTE (HHW) / UNIVERSAL WASTE:

HHW such as antifreeze, batteries, oil, paint, pesticides and any other waste classified as hazardous by the State of California must be taken to a HHW community drop-off center. Universal wastes, such as televisions/computer monitors (cathode ray tube [CRT] devices), are accepted at County Disposal Sites with a scale house, and at some HHW community drop-off centers. Please call the County Fire Department's HHW Program at 1-800-645-9228 for the HHW collection service center nearest your location or ask our disposal site personnel.

RECYCLABLE ITEMS:


In addition, you can assist your community in meeting the State requirement to divert 50% of waste from disposal by actively reducing, reusing and recycling. You can recycle plastics coded #1 & #2, glass, cardboard/paper, and metals under the disposal permit program at all disposal sites. At County transfer stations with a scale house, you can also recycle wood; however this material is not covered under the disposal use permit program and will be subject to the appropriate disposal fees. At County landfills, you can also recycle construction & demolition debris, wood, carpet, and concrete, asphalt; however, these materials are not covered under the disposal use permit program and will be subject to the appropriate disposal fee.

ILLEGAL DUMPING:

The County has enacted an Illegal Dumping Ordinance where convicted offenders could face jail time, fines and confiscation of their vehicle. To report illegal dumping, please call County Code Enforcement at 1-800-722-3181. You can also call We Tip at 800-78 CRIME, which offers rewards of up to \$1,000.



July 1, 2022–June 30, 2023

Leave Less Behind
Reduce Reuse Recycle 

1	2	3	4	5	6	7	8	9	10	11	12	13
14	15	16	17	18	19	20	21	22	23	24	25	26
27	28	29	30	31	32	33	34	35	36	37	38	39
40	41	42	43	44	45	46	47	48	49	50	51	52
53	54	55	56	57	58	59	60	61	62	63	64	65

San Bernardino County Disposal Permit

This Permit is valid for 65 loads of ordinary residential waste and/or clean loads of flammable vegetation. **Not valid for tires, construction/demolition/remodeling debris, dirt and land clearing debris, or manure.** Proof of identification may be required. Replacement fee for lost card is \$11.00. Permit is valid from July 1, 2022 to June 30, 2023.

Be smart, be safe—follow all posted rules and regulations at the disposal site. Call 1-800-722-8004 for more information.

Agenda Item 8

Staff & General Manager's Report

Engineering Manager's Report September 7, 2022

Alternative Energy - 1.16 MW Solar Photovoltaic

SunPower Corporation has entered into an equity purchase agreement TotalEnergies Renewables USA, LLC. TotalEnergies. During the transition the agreement will ensure ongoing performance under each Agreement in compliance with its terms. For the District, this is the Performance Guarantee Agreement. Solar panel cleaning is scheduled for August 30th.

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

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

Geographic Information System (GIS)

The district has migrated its mail exchange server to a hybrid cloud management with Azure Active Directory through Microsoft Office 365 portal. TopNotch, the District's IT, is currently working with Microsoft to complete the migration. Staff will utilize Microsoft SharePoint platform providing a host of features and infrastructure to share, store, access, and organize information from any device.

Pressure Zone 6 Improvements

The district continues to look at ways to improve system pressures. 2020 Water Master Plan (WMP) listed improving pressure at the west end of Maria Road in pressure zone (PZ) 6 with expanding PZ 7 with 1,300 lineal feet of 8-inch pipeline on Pinon Hills Road, between Nielson Road and Maria Road. Connections in PZ6 would see the increase in pressure. District staff has prepared design drawings for this project. The project will be brought to the Board for approval in early Fall 2022.

The second location is on Mescalero Road, between Quail Road and Snowline Road, with 740 LF of proposed 6-inch water pipeline. Design plans for Mescalero Road were also prepared by District staff. The installation is proposed to be constructed by field staff. The WMP proposes increasing capacity at Tank site 6A with an additional 2.2 MG capacity tank. Preliminary layout proposes a tank between Sheep Creek's tank and the existing District's 0.42 MG. Tank 6A primarily serve PZ6. CIP table identifies project tentatively for 2025-2026 budget year for \$3.6 million.

Civic Center / Community Center and Future Phelan Park Expansion

Phase 1 – (APN 3066-261-10) Civic Center

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

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

All design plans, reports, and studies, WQMP have been submitted to County for final approval. Hydrology study has been approved with minor corrections. The existing electrical switch gear, which serves the district office, is proposed to be upgraded from an 800-amp to 4000-amp service. The transformer will also serve the proposed Civic Center, the future Community Building and Phelan Park expansion and is currently in design with Edison planner.

Staff and Steeno Design with Heidi Duron, San Bernardino County Senior Planner, on the status of Phase 1 plan checks and to discussion the proposed Phelan Park expansion. Pending is the approval of the revised CUP for Phase 1. This would require a formal submittal for Phase 2 and 3. Phase 1 grading would impact the parcels of the future park expansion. This has been challenging for the County to approve the revision of the CUP for the Civic Center that also includes CEQA. Therefore, an application for the park expansion is required.

Park Architect, KTUA is preparing a professional service proposal for the entire phase 2 and 3 of the 14-acre improvements. Proposal to include general project management and administration, design development, to post bid support. The proposal will include Engineering and County Coordination services. Proposal will be brought to the Board for approval at its September 21st Board meeting.

Fish and Game Commission proposed consideration of a Conservation Plan for the Joshua tree. The Commission will meet again in October to consideration this option. The species remains a candidate and protected under the California Endangered Species Act (CESA) during this period. Incidental Take Permits (ITP's) are not on hold and can be issued when approved. ITP will be involved in the Phase 2 and 3 (Phelan Park expansion). We will continue to move forward with approvals and permitting for Phase 1 of the project without an ITP but instead to protect the Joshua trees during grading.

Comments from Van Dam were received for the ingress/egress and grading easements for APN 3066-251-05 and -06. Easements as required to abandon Sahara Road. Written permission was conditioned to proceed with the abandonment process with the County of San Bernardino.

Future Well No. 15 and 16

(nothing new to report)

The purchase of the east 5-acre portion of the 40-acre parcel has closed escrow in early October. The board adopted the CEQA report for Well No. 15 and 16 and the contract for the drilling of well no. 15, with Southwest Drilling Inc., at its May 18th Board meeting. Start of work is scheduled to begin in early October.

Water Mainline Extension Projects

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 County Fire signature.

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.

Silver Rock Road - to serve APN 3099-491-14, -15, -16, & -17

Proposed 572 Linear Feet of 8-inch PVC water pipeline, located on Silver Rock Road from Marco Road north to Sacramento Road. Owner: So. Cal Services. Contractor: Roland Engineering Construction completed the week of August 22nd.

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 were prepared by Merrell Johnson Companies for Perez/Valdillez. First plan check completed (March 30, 2021)

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. 2nd plan check completed (April 14, 2021)

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 (nothing new to report)

Proposed 740 Linear Feet of 8-inch PVC water pipeline, located on Smoke Tree Road east of Beaver Road. Plans prepared by Rodriguez Brothers Engineering for Maria Sandoval. First plan check completed (June 8, 2022)

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 check complete on June 6, 2018. Pending County Fire Department approval.

San Bernardino County Public Works Projects

Phelan Road Intersection Improvements

The San Bernardino County Public Works Department held a pre-construction meeting on the August 24th. The intersection widening for left and right turn lanes along Phelan Road areas are as listed:

Sonora Road
Tumbleweed Road
Sunny Vista Road
& Arrowhead Road

Phelan Road Widening Project

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. Work is tentatively scheduled for July 2023. This is phase 1 of 2.

Phase 2 will include road widening, from 2 lanes to 5 lanes, including drainage improvements, and the realignment of intersection Highway 138 and Phelan Road.

The tentative schedule is as follows:

- Project Approval/Environmental Document: Spring 2024
- Final Plans & Right of Ways Acquisitions: Fall 2025
- Construction: Spring 2026



Water Operations Manager's Report July 2022

Introduction

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

Summary

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

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

Water Quality Samples

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

TEST TYPE	NO. OF COLLECTIONS THIS MONTH	TESTING SCHEDULE	NOTES
Raw water and Bac-t samples	44 samples	Monthly	All in compliance, Sampled Weekly
General physical samples	6 samples	Monthly	All in compliance, Sampled Weekly
TTHM/HAA5	0 samples sets	Quarterly	All in compliance.
UCMR 4	0 sample sets	TBD	All in Compliance.
Inorganics	0 samples	Yearly	All in compliance.
Radiological (Gross Alpha)	0 samples	Every 3 Years	All in compliance.
Trichloropropane 1,2,3-TCP	0 samples	Quarterly	All in compliance.
Regulated VOC	0 samples	As needed	All in compliance.
Nitrate as N	0 samples	As needed	All in Compliance.
Chromium 6	0 samples	Quarterly	All in Compliance.
Secondary GP'S	0 samples	As needed	All in Compliance.
Uranium	0 samples	As needed	All in Compliance

Production and Service Order Report

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

Total Monthly Production	337.72 A. F. 11 % less than 2013 16% less than 2021
2013 Monthly Production	377.75 A. F.
USA's Marked	156
Service Orders Completed	499 service orders completed
Main/Service Line Leaks	72 service line leaks repaired. 0 Main line leak/ breaks repaired
Hydrant Repairs/Replacements	2 hydrant repaired/1 replaced
Residential Meters Sold	4
Commercial Meters Sold	0
YTD Total Meters Sold (Calendar)	50 (95 in 2021)
Construction Meters Out	5
Service Lines Replaced	1

Job Code Summary

Job Code	Total Completed
C-Lock - Lock	76
C-Read & Unlock-Open - Read & Unlock - Opening	5
C-Read & Unloc-OC-DM - Read & Unlock - Opening-OC-DM	97
D-Closing Read & Lck - Closing Read & Lock DO NOT USE	4
D-Closing Read-OC-DM - Closing Read & Lock-OC-DM DO NOT USE	2
M- Investigate Lock - Verify Meter Still Locked	25
M- Verify Acct Class - Verify Account Class	0
M- Water Audit - Audit Water Usage	4
M-Backflow - Backflow Information	0
M-Cost Estimate Req - Cost Estimate Request	4
M-Data - Data Log	5
M-Bees- Bees	0
M-Investigate Leak - Investigate Leak	0
M-Investigate No Wtr - Investigate No Water	2
M-Lock No N/O Info - Meter Locked No New Owner Info	0
M-Low/No Consumption - Investigate Low/No Consumption	14
M-Meter Leaking - Meter Leaking	0
M-Meter UTL - Buried - Meter UTL - Buried	2
M-Pressure Ck Hi-Low - Pressure Check Hi-Low	3
M-R/R Angle Stop - Repair/ Replace Angle Stop	0
M-R/R Gate Valve - Repair/ Replace Gate Valve	0
M-Read - Read (do not update Read)	3
M-Repair Svc Line - Repair Service Line	72
M-Repair/Install Box - Meter Box	3
M-Replace Serv Line - Replace Service Line	1

M-Stake Meter Loc - Stake Meter Location	1
M-Status - Status	6
M-Turn off-Cust Req - Turn off - Customer Request	6
M-UNLOCK – UNLOCK	27
M-Verify Leak Repair - Verify Leak Repaired	2
M-Water Loss Leak - Door Hanger Water Loss Leak	2
M-Water Quality Taste - Water Quality - Taste	1
S- Replace Register - Register Not Sending Signal	0
S- Meter Downsize - Meter Downsizing	0
Service Change - Service Status Change	0
S-Replace Mtr & Reg - Replace Entire Meter Max Life Usage	3
S-Replace Reg Hotrod - Replace Register Hotrod Died	41
S-Replace Register - Replace Register Mueller	0
S-Replace Mtr- Replace Entire Meter Bottom Seal Leaking	6
Grand Totals	499

Summary of Current Projects

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

- Well Soundings at all wells are being done monthly
- Well 11 Production loss due to holes in column pipe- SCADA monitoring of well meters avoided possible destruction of well casing due to jetting from holes. Well rehabilitation is underway.
- Well 14 Production for June 0.24 AF, YTD 1.97 AF @ \$1055 per AF replacement C/Y 2022
- Valves and Hydrants Maintenance: 0 hydrants flushed and painted YTD Total-42
- Service line replacement program on target to meet current established goals. 129 Replaced Calendar Year To Date, 1 Replaced Fiscal Year To Date
- Air-Vac maintenance & flushing program-1 Flushed & Maintenance YTD-71 of 336 Total Project 21% Complete
- Cla-Val automatic controls valves being systematically rebuilt as a water conservation measure- 13 Complete YTD Water savings from this project is 15 GPM and counting @ 7MG
- Water Meter Replacement Project- 2919 of 7050 Replaced – 41 % Complete

Projects Completed

- Successfully deployed emergency backup generators to 4 locations on 3 occasions in June 5 events Total for 22
- Diving cleaning of Zone G Reservoir- 100% Complete
- Tank 1A-3 Interior coating sand, blast, re-coat- 100% Complete
- Replacement of Booster motor B at site 3A- 100% Complete
- Re-wiring of site 5A Boosters A, B, C and control wiring-100% Complete
- Well Meter and inter-tie Meter annual accuracy program FY 21/22- 100 % Complete
- Electrical Efficiency test performed @ every booster and well within the District- 100% Complete with summaries of notable replacements attached
- Oil Changes and greasing at all district wells 100% Complete Boosters 100 % Complete
- 0 Valves Turned this month as part of the district Valve Exercising Program, 152 Year To Date Turned of 4291
- 317 Dead ends flushed of 317 = every year no matter what < No goal, this is mandatory
- 1936 hydrants = 5 flushed this Year To Date 159 Painted Goal is 968 annually, this is done Bi-Annual
- Tank washouts of 1B-2,1B-1,3B,3C,1C-1,5A,1A-3, Well 2-1, 4A, Well 2-2, Zone G Complete

Parks, Recreation & Street Lighting Report July 2022

Introduction

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

Monthly Activity Report

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

Location	Paid Rental	District Use	Donated Use
Phelan Community Center	0	5	2
Phelan Senior Center	0	4	9
Piñon Hills Community Center	6	0	6
Miscellaneous	0	0	0
Phelan Park	0	15	4

Events and Classes

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

- Parks Committee Meeting was held– July 12, 2022, 4:00 pm, Phelan C.C.
- Upcoming Parks Committee Meeting – October 11, 2022, 4:00 pm Phelan C.C.
- Farmers Market – Mondays, 2:00 pm – 6:00 pm (Phelan C. C. parking lot starting Aug. 8, 2022)
- Line Dancing – Every Friday, 9:00 am – 10:30 am, Phelan C.C.
- Senior Lunches – Monthly (TBD)
 - 1st Wednesday at Phelan C.C.
 - 3rd Thursday at Pinon Hills C.C.
- Movies in the Park – Fridays 6/10/2022 thru 9/16/2022 Dusk, in Phelan Park
- Painting Class – Thursdays 6/16 thru 7/28/2022, 9am-10:30 am & 11am- 12:30 pm, in Phelan Park
- Kids Dance Class in the Park– Fridays 6/17 thru 7/29/2022, in Phelan Park
- Archery – Thursdays 6/16 thru 7/14/2022, 9am – 11am, at Mojave Archers
- Kids Baking Class – Wednesday 7/20/2022 10am – 12 noon, at Phelan C.C.
- Kids Baking Class – Wednesday 8/3/2022 10am – 12 noon, at Phelan C.C.
- Town Hall/Consolidation Info. Meeting – 7/23/2022 – 10am, in Phelan Park
- Town Hall w/Representatives – 8/6/2022 – 10 am Phelan C.C.
- Gardening Class – Mulch/Watering Wisely, Saturday 7/9/2022, 10am, Teaching Garden
- Gardening Class – Feeding Plants, Saturday 8/13/2022, 10am, Teaching Garden
(Learn to Garden classes are held at the Teaching Garden, just north of PPHCSD Office)

Projects/Activities in Process

- Parks Budget for 2022/2023, Preparation complete, final board approval was June 1, 2022.
- 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.
- Land and Water Conservation Grant application, requesting 2.7M, was submitted to the state. The District was not selected to receive funding through this grant.
- Efforts on funding source possibilities for the Phelan Park expansion project are ongoing.
- Parks Master Plan – Action plan needs are being implemented and are ongoing.

MANAGEMENT REPORT

DATE: August 1, 2022
PREPARED BY: Kim Ward, HR & Solid Waste Manager
SUBJECT: June 2022 Manager's Report

SOLID WASTE & RECYCLING

Customer Data:

<u>COMMERCIAL ACCOUNTS</u>	<u>NO.</u>	<u>CITATIONS ISSUED</u>	<u>NO.</u>
Trash	122	Commercial	0
Recycling	121	Residential	N/A
Organics	N/A		
		<u>PERMITS ACTIVE</u>	<u>NO.</u>
		Self-Haul - Commercial Recycling	0
		Self-Haul - Commercial Organics	0
		Self-Haul - Residential Recycling	N/A
		Self-Haul - Residential Organics	N/A

Notable Activity:

- Working on the Initial Compliance Report for CalRecycle
- Effective July 1, 2022, all businesses in the District will have recycling service.
- New rates for existing service types went into effect July 1, 2022.
- Staff asked by CR&R about Waste Disposal Agreement with the county. It is an agreement between the District and the county regarding District customer waste going to county facilities. Staff is not aware of any such agreement and is continuing to research the matter.
- Continuing to promote CR&R residential service to increase voluntary participation.
 - Monthly mailers in customer bills
 - Information in new customer packets
 - Social media ads
 - Information in District office

Upcoming /Current Events:

- Waste Tire Collection Event
 - August 13, 2022 – 8am-noon
 - CR&R Service Yard
- Used Oil Filter Exchange and Recycling Event
 - September 10, 2022 – 9am-2pm
 - AutoZone - Phelan

Recent Events:

- None

HUMAN RESOURCES

Statistical Data:

- Full Time Employees: 26
 - Engineering: 3

- Water (Field): 10.5
- Parks & Rec: 2.5
- Administration: 10
- Part Time Employees: 0
- Temporary Employees: 0
- Open Positions: 0

MISCELLANEOUS

Upcoming District Events:

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

- Town Hall & Ice Cream Social
August 6, 2022 – 10am
Moved to Phelan Community Center
Confirmed Representatives: Congressman Obernolte, Senator Ochoa-Bogh, Sheriff Dicus, Assemblyman Smith, District Attorney Jason Anderson

Recent Events:

- Sheep Creek Consolidation Community Meeting
July 23, 2022 – 10am
Phelan Park
Recording: <https://www.youtube.com/watch?v=u9WH90V4FVc>

Upcoming Board Election

- 3 seats are up for election
- Filing opens on July 18, 2022, and ends on August 12, 2022*
- Candidates can make an appointment at the County Registrar or the District Office to pull candidate paperwork
- The official notice of election is posted online and in the District Office.

Website Data (for July 2022)

- No data for this month. The District transitioned to a new site and metrics are not available for July.

Grants

- **Small Scale Water Efficiency Grant**
 - \$75,000 to be disbursed when meters for Phase 3a are purchased. Verified meter purchase is in compliance with federal requirements.
- **Community Project Funding Request**
 - Staff submitted a Community Project Funding Request ("Request") in the amount of \$2,000,000 to help fund a portion of the Civic Center Project which will house the Community/Board Room that also will service as the area's Community Emergency Operations Center to Congressman Jay Obernolte. A total of 31 Requests were submitted to the Congressman for consideration. 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 (March 15, 2022, this year for last year's requests) 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.

- Staff submitted additional information to Appropriations, per request, and CalOES has agreed to act as the District's grant administrator for the funds.
- **SB 1383 Local Compliance Grant**
 - Submitted in January 2022. The District is eligible for 2nd round awards for a maximum amount of \$20,000. Award announcement is anticipated in September.
- **Land and Water Conservation Fund Grant (Park Project)**
 - Submitted a \$2.7million application in January 2022. The District was not awarded a grant but was told that projects with completed CEQA and project design score higher and to submit for the next round of funding.



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 2022

FINANCIAL DATA:

Enterprise Fund (Water Operations)				
	July	YTD	Total Budget	% of Total Budget
Operational Revenue	\$760,765.96	\$760,765.96	\$8,287,548.92	9%
Operational Expenses	\$588,175.62	\$588,175.62	\$8,329,076.79	7%
Net Income (Loss)	\$172,590.34	\$172,590.34	-\$41,527.87	-416%
Non-Operational Revenue	\$123,757.90	\$123,757.90	\$1,763,046.40	7%
Non-Operational Expenses	-\$229,963.61	-\$229,963.61	\$974,919.08	-24%
Net Income (Loss)	\$353,721.51	\$353,721.51	\$788,127.32	45%
Total Revenue	\$884,523.86	\$884,523.86	\$10,050,595.32	9%
Total Expense	\$358,212.01	\$358,212.01	\$9,303,995.87	4%
Total Net Income (Loss)	\$526,311.85	\$526,311.85	\$746,599.45	70%
Capital Outlay/Principal Pmts/C6		\$423,289.04	\$4,642,476.34	

Government Funds (Parks, Street Lighting, Solid Waste & Recycling)				
	July	YTD	Total Budget	% of Total Budget
Operational Revenue	\$21,693.69	\$21,693.69	\$531,667.30	4%
Operational Expenses	\$54,591.69	\$54,591.69	\$916,645.95	6%
Net Income (Loss)	-\$32,898.00	-\$32,898.00	-\$384,978.65	9%
Non-Operational Revenue	\$10.77	\$10.77	\$1,528,448.08	0%
Non-Operational Expenses	\$0.00	\$0.00	\$159,510.88	0%
Net Income (Loss)	\$10.77	\$10.77	\$1,368,937.20	0%
Total Revenue	\$21,704.46	\$21,704.46	\$2,060,115.38	1%
Total Expense	\$54,591.69	\$54,591.69	\$1,076,156.83	5%
Total Net Income (Loss)	-\$32,887.23	-\$32,887.23	\$983,958.55	-3%

GOVERNMENT FUNDS:	General	Parks and Rec	Street Lighting	Property Tax	Solid Waste	Total
Revenue YTD	20,878.69	815.00	0.00	10.77	0.00	21,704.46
Expense TYD	629.18	47,724.57	15.77	0.00	6,222.17	54,591.69
Total Net Income (Loss)	20,249.51	-46,909.57	-15.77	10.77	-6,222.17	-32,887.23

	Enterprise	Government	Total
Cash Available	\$1,202,075.77	\$7,744,035.80	\$8,946,111.57
Cash Reserves	\$11,205,033.30	\$632,780.00	\$11,837,813.30
Total Cash	\$12,407,109.07	\$8,376,815.80	\$20,783,924.87

ADMINISTRATIVE DATA: July 2022

	April	May	June	July
Water Consumption (HCF):				
2021/2022	87,630	96,898	113,493	118,854
2020/2021	85,842	113,358	183,812	144,605
2019/2020	54,257	95,706	150,140	125,663
Meters In Ground:				
2021/2022	7171	7182	7189	7193
Meter Permits Issued:				
2021/2022	11	6	8	4
Lock-offs:				
2021/2022	45	56	72	55

Customer Service A/R Activities	July Quantity		July \$ Received	
Payments				
Cash	433	7.74%	\$62,184.64	8.02%
Check	814	14.56%	\$229,330.67	29.58%
Credit Card (counter)	160	2.86%	\$26,591.56	3.43%
Mail (checks)	1,175	21.02%	\$110,815.66	14.29%
Online (credit card)	3,009	53.82%	\$346,391.72	44.68%
TOTAL	<u>5,591</u>	<u>100.00%</u>	<u>\$775,314.25</u>	<u>100.00%</u>

Payments Received and Processed	July Quantity	Enterprise	Government
Water	5,580	5,580	
Gvmt (Rentals, Classes, Franchise fee, et	11		11
	<u>5,591</u>	<u>5,580</u> 99.8%	<u>11</u> 0.2%
	56		

Customer Service Other Activities	July Quantity	Enterprise	Government
Service Orders Processed	386	386	
Assisted Customers at Counter	1,407	1,396 99.2%	11 0.8%
	<u>1,793</u>	<u>1,782</u>	<u>11</u>

Agenda Item 9

Director Reports

Philips June 2022

18th ASBCSD meeting: Taking Risks

The presentation went over how even the smallest of risks can be the stepping stones to major improvements with in a District.

28th CSDA Webinar: Board Member and District Liability Issues 2022

Update on the latest legal issues for districts and board member.

Good Governance
Webinar
CSDA.net

Completed 7/18/22

Good Governance = promotes creativity, solutions and forward thinking.

Requires = Understanding your role, being committed to the mission, being committed to being productive and being there for the right reason.

Organization Health = proactive, productive and peaceful.

Poor Governance = long board meetings, overstepping, not knowing your board role and micromanaging.

What Can I Do To Be A Better Board Member!!!

Agenda Item 10

Correspondence/Information

BILLING SCHEDULE

SEPTEMBER 2022

September 1

- Bills mailed for **August 2022** charges

September 13

- Payment must be received by 5:00 p.m. to avoid disconnection for **July 2022** bill

September 14

-Disconnection date for **July 2022** bill

September 22

-Payment must be received by 5:00 p.m. to avoid penalty for **September 2022** bill

OCTOBER 2022

October 1

- Bills mailed for **September 2022** charges

October 17

- Payment must be received by 5:00 p.m. to avoid disconnection for **August 2022** bill

October 18

-Disconnection date for **August 2022** bill

October 24

- Payment must be received by 5:00 p.m. to avoid penalty for **October 2022** bill

NOVEMBER 2022

November 1

- Bills mailed for **October 2022** charges

November 14

- Payment must be received by 5:00 p.m. to avoid disconnection for **September 2022** bill

November 15

-Disconnection date for **September 2022** bill

November 21

- Payment must be received by 5:00 p.m. to avoid penalty for **November 2022** bill

Holiday Closures

Labor Day- Monday, September 5, 2022

Veterans Day- Friday, November 11, 2022

Thanksgiving - Thursday and Friday, November 24 & 25, 2022

Phelan Piñon Hills CSD

Invites Everyone to Come for...

Family Faves.

MOVIE NIGHTS IN THE PARK

Every Friday Night at Dusk

Phelan Community Park
June 10 - September 16

Co-hosted by the Tri-Community Kiwanis

June 10
Encanto

June 17
The Greatest Showman

June 24
Lego Batman Movie

July 1
The Princess Bride

July 8
Up

July 15
Enchanted

July 22
Ron's Gone Wrong

July 29
School of Rock

Aug. 5
The BFG

Aug. 12
Mary Poppins Returns

Aug. 19
Megamind

Aug. 26
Jumanji (1995)

Sept. 2
Emperor's New Groove

Sept. 9
Wonder

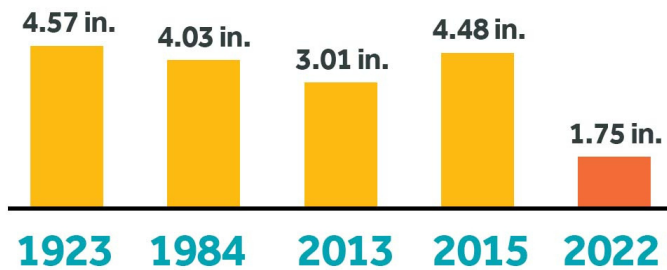
Sept. 16
Clifford the Big Red Dog

FREE

Conservation Conversation

Californians are being called on to conserve 20%. Learn how to do your part at pphcsd.org or saveourwater.org.

JANUARY-MARCH 2022 WAS THE DRIEST EVER



Inches equal precipitation

This year, California saw its driest January through March on record, leaving our state in a severe drought.

California is in its third year of severe drought. We rely on snowpack for our water. This year's April 1 snow survey of the northern Sierras was only at 4% of average.

The governor has mandated that all Californians conserve up to 20%.

The District has implemented Stage 2 of its Drought Contingency Plan and Water Conservation Ordinance. **See reverse side** for all Stage 1 and Stage 2 water restrictions.

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

CONSERVATION
IT'S OUR WAY OF LIFE



Stage 1*

- Watering of lawns, grass, shrubbery, and ground cover is only permitted between 6 pm and 9 am from June to October, and between 9:00 am and 3:00 pm from November to May.
- Irrigation 48 hours after measurable rainfall is prohibited.
- Washing of hard surfaces (driveway, parking lots, etc.) is prohibited with the exception of to eliminate risk of fire, contamination, or used for public health/safety needs.
- Washing of vehicles must be done using a hose with an automatic shut-off nozzle or similar device that ceases to dispense water when not in use.
- Water use causing flooding or runoff into gutters, driveways, streets, non-irrigated areas, or adjacent properties is prohibited.
- Water leaks/breaks once found must be repaired promptly.
- Everyone is encouraged to install low flush toilets, shower heads, flow reducers, and faucet aerators.
- Evaporation resistant covers and water recirculation systems are required for all swimming pools and hot tubs of at least 600 gallons capacity.

Stage 2*

- All Stage 1 prohibitions in effect.
- Persons using water for agricultural practices shall use irrigation equipment and practices which are the most efficient possible. The District will require owners of these practices to prepare a water conservation plan as needed.
- Irrigation of landscaping or other outdoor vegetation, plantings, lawns, or other growth is not permitted to exceed reduction amount required.
- The free flow of water away from an irrigated site shall be presumptively considered excessive irrigation and a waste of water.
- All pools, of any size, shall use covers and shall recirculate water.

*See pphcsd.org for a complete list of water conservation requirements. 150

Used Oil Filter Exchange & Recycling Event

Bring Used Oil Filters to Recycle and Exchange
for Up to \$15 Oil Filter Voucher

Free!



Join Us! **Saturday, September 10, 2022, from 9 a.m. to 2 p.m.**

EVENT LOCATION:



AutoZone
4071 Phelan Road
Phelan, CA 92371

Keep in mind...

- ▶ Up to **one \$15 oil filter voucher** per household maximum (limited supply)
- ▶ Expiration: **2 p.m. Saturday, September 10, 2022**
- ▶ Valid only at the address shown on the left
- ▶ No exchange or cash refund after event
- ▶ Recycle oil filter safely: **drain for 12 hours** and transport in non-leaking container or bag
- ▶ Available to San Bernardino County residents only – **bring ID or utility bill** for verification
- ▶ If you are experiencing any COVID-19 related symptoms, please come back after 14 days to one of our permanent collection sites to drop off the used oil/oil filters. Vouchers are distributed and valid for the day of the event ONLY.

For information, call **909.382.5401** or **1.800.Oily Cat (645.9228)**
or visit sbcfire.org/hhw



Agenda Item 11

Review of Action Items

Agenda Item 12

Set Agenda for Next Meeting

Agenda Item 13

Recess to Closed Sessions

Agenda Item 14

Return to Open Session

Agenda Item 15a

Discussion & Possible Action
Regarding Employment
Agreement between the District
& the General Manager

MEMORANDUM

DATE: September 7, 2022

TO: Board of Directors

FROM: Don Bartz, General Manager
By: Kim Ward, HR Manager/Executive Secretary

SUBJECT: Discussion & Possible Action Regarding Employment Agreement between the District & General Manager

STAFF RECOMMENDATION

None

BACKGROUND

This item is being placed on the agenda in the event the Board decides to modify its employment agreement with the General Manager.

FISCAL IMPACT

None

ATTACHMENT(S)

Current Employment Agreement

EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into as of August 15, 2019, is by and between PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT, a self-governing special district formed under California Government Code Section 61000 et seq. (“Employer”), and DONALD J. BARTZ, an individual (“Employee”). Employer and Employee agree to the following terms and conditions of employment:

1. Period of Employment.

- (a) Basic Term. Commencing on the date of this Agreement, Employer shall employ Employee for a period of four (4) years expiring on August 15, 2023 (the “Term Date”), as extended under Section 1(b), unless Employee is terminated sooner in accordance with Section 4 below. As used herein, the phrase “Employment Term” shall refer to the entire period of employment of Employee by Employer hereunder, whether for the periods mentioned above or whether extended or earlier terminated as hereinafter provided.
- (b) Renewal. This Agreement shall be automatically renewed for an additional five (5) year period on the Term Date, unless one party gives to the other advance written notice of non-renewal at least sixty (60) days prior to the Term Date. Either party may elect not to renew this Agreement with or without cause, in which case this Section 1(b) shall govern Employee’s termination and not Section 4 [except for Employee’s termination obligations set forth in Section 4(g), which shall remain in effect].

2. Duties and Responsibilities.

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

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

- (c) Prohibited Activities. Except upon the prior written consent and express approval of Employer's Board of Directors, Employee (during the Employment Term) shall not (i) borrow on behalf of Employer any amount of money during any fiscal year; (ii) spend or obligate Employer's funds in amounts in excess of the sums budgeted for expenditure by Employer's Board of Directors; (iii) accept any other employment; (iv) engage directly or indirectly in any other business, commercial, civil, or professional activity, whether or not pursued for pecuniary advantage, that is or may be competitive with Employer, that might create a conflict of interest with Employer, or that otherwise might interfere with the business of Employer or any Affiliate of Employer; or (v) accept any position with an outside agency without prior approval of Employer's Board of Directors. An "Affiliate" shall mean any person or entity that directly or indirectly controls, is controlled by or is under common control with Employer.

- (c) Representations. Employee represents and warrants (i) that he is fully qualified and competent to perform the responsibilities for which he is being hired pursuant to the terms of this Agreement; and (ii) that Employee's execution of this Agreement, his employment with Employer, and the performance of his proposed duties under this Agreement shall not violate any obligation he may have to any former employer (or other person or entity), including any obligations with respect to proprietary or confidential information of any person or entity.

3. Compensation.

- (a) Salary. Employer shall pay Employee a salary at the rate of \$185,556.59 per year during the Employment Term in accordance with Employer's duly established practices. Beginning on August 15, 2020, and on each anniversary thereof during the Employment Term, Employee shall be entitled to an automatic annual cost of living adjustment to Employee's salary based upon the applicable published index as reasonably determined by Employer's Board of Directors. Additionally, on August 15, 2020, and on August 15, 2021, of the Employment Term, Employee shall be entitled to an automatic increase in Employee's salary commensurate with a two-year phase-in for placement within market range as described in the Total Compensation Study that was prepared for the District by Koff & Associates in 2019. Thereafter, Employer may, but is not obligated to, increase Employee's salary as deemed appropriate by Employer's Board of Directors in the exercise of its sole discretion upon completion of its annual review of Employee's job performance.

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

approval by Employer's Board of Directors. On the anniversary date of this Agreement each year during the Employment Term, Employee shall furnish Employer's Board of Directors a list of the conferences, seminars, professional organizations, and community affiliations that he wishes to attend and/or join.

4. Termination of Employment.

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

compensation then due and owing for the period prior to termination, plus a lump sum cash payment equal to Employee's base salary prorated over the remaining balance of the unexpired Employment Term, or over a period of twelve (12) months, whichever is less, and thereafter all of Employer's obligations under this Agreement shall cease.

(e) By Employee Not for Cause. At any time, Employee may terminate his employment for any reason, with or without cause, by providing Employer thirty (30) days advance written notice. Employer shall have the option in its complete discretion to make Employee's termination effective at any time prior to the end of such notice period, provided Employer pays Employee all compensation due and owing through the last day actually worked, plus an amount equal to the base salary Employee would have earned through the balance of the notice period, not to exceed thirty (30) days; thereafter, all of Employer's obligations under this Agreement shall cease.

(f) By Employee for Good Reason. At any time, Employee may terminate his employment for good reason (as defined below) by giving (30) days advance written notice to Employer. "Good Reason" shall be any material breach of this Agreement by Employer that remains uncured at the end of the above notice period. Employer shall have the option in its complete discretion to make Employee's termination effective at any time prior to the end of the above notice period, provided Employer pays Employee all compensation due and owing through the last day actually worked and through the balance of the notice period [not to exceed thirty (30) days]. In the event that good reason is found to exist pursuant to Section 6 of this Agreement, the maximum amount that Employer shall be liable to Employee therefor shall be a monetary sum equal to Employee's base salary prorated over the remaining balance of the unexpired Employment Term, or over a period of twelve (12) months, whichever is less, which shall be in lieu of any damages under this Agreement for any alleged breach. Thereafter, all of Employer's obligations under this Agreement shall cease.

(g) Termination Obligations. Employee agrees that all property, including without limitation all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by Employee incident to his employment belongs to Employer and shall be returned promptly to Employer upon termination of Employee's employment. Employee's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

5. Proprietary Information. "Proprietary Information" is all information and any idea pertaining in any manner to the business of Employer (or any Affiliate), its employees, agents, contractors, or consultants, which was produced by any employee of Employer in the course of his or her employment or otherwise produced or acquired by or on behalf of Employer. Proprietary Information shall include without limitation, trade secrets,

protocol ideas, inventions, processes, formulas, data, know-how, software and other computer programs, copyrightable material, plans, strategies, customer lists and information, financial reports, and the contents of documents protected from disclosure under the California Public Records Act, Government Code Section 6250 et seq., or other provisions of applicable law. All Proprietary Information not generally known outside of Employer's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by Employer, Employee shall use Proprietary Information and shall disclose Confidential Information only for the benefit of Employer and as is necessary to perform his job responsibilities under this Agreement. Following any termination of employment, Employee shall not use any Proprietary Information and shall not disclose any Confidential Information except with the express written consent of Employer. By way of illustration and not in limitation of the forgoing, following termination, Employee shall not use any Confidential Information to solicit Employer's customers or to compete against Employer. Employee's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

6. Arbitration.

- (a) Arbitrable Claims. All disputes between Employee (his attorneys, successors, and assigns) and Employer (its Affiliates, shareholders, directors, officers, employees, agents, successors, attorneys, and assigns) of any kind whatsoever, including without limitation all disputes relating in any manner to the employment or termination of employee and all disputes arising under this Agreement ("Arbitrable Claims"), shall be resolved by arbitration. All persons and entities specified in the preceding sentence (other than Employer and Employee) shall be considered third-party beneficiaries of the rights and obligations created by this Section. Arbitrable Claims shall include but are not limited to contract (express or implied) and tort claims of all kinds, as well as all claims based on any federal, state, or local law, statute, or regulation, excepting only claims under applicable worker's compensation law and unemployment insurance claims. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all Arbitrable Claims, except that the Employer may at its option seek injunctive relief and damages in court of any breach of Section 5 of this Agreement. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS.
- (b) Procedure. Arbitration of Arbitrable Claims shall be in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association ("AAA Employment Rules") except as provided otherwise in this Agreement. In any arbitration, the burden of proof shall be allocated as provided by applicable law. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. Otherwise, neither party shall initiate or prosecute any lawsuit or administrative action in any way related to any Arbitrable Claim. All arbitration hearings under this Agreement shall be

conducted in San Bernardino County, California. The Federal Arbitration Act shall govern the interpretation and enforcement of this Section 6. The fees of the arbitrator shall be split between both parties equally.

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

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

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

Employer's Notice Address:

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

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

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


procedures of Employer now or in the future, apply to Employee and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

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

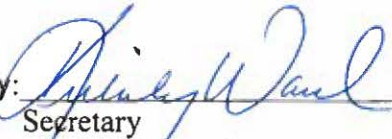
[Signatures on following page]

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

EMPLOYER

By: 
President, Board of Directors
Phelan Pinon Hills CSD

ATTEST:

By: 
Secretary
Phelan Pinon Hills CSD

EMPLOYEE

By: 
Donald J. Bartz