

BOARD PACKAGE

March 2, 2022

Regular Board Meeting – 6:00 p.m.



A. 4176 Warbler Road P.O. Box 294049 Phelan, CA 92329

P. (760) 868-1212 F. (760) 868-2323

W. www.pphcsd.org

REGULAR BOARD MEETING AGENDA

March 2, 2022 – 6:00 P.M. Phelan Community Center 4128 Warbler Road, Phelan, CA 92371 & Via Conference Call (see below)

THIS MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF AB361, 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.

The Phelan Pinon Hills Community Services District is continuing to hold Board meetings to conduct essential District business. Pursuant to AB361, members of the Board may attend the meeting via teleconference or video conference and will participate in the meeting to the same extent as if they were present. Members of the public may watch and participate electronically in the meetings via Zoom or telephone conference. Guidelines from the County of San Bernardino allow for inperson attendance.

REMOTE PARTICIPATION INFORMATION:

Dial-in

1-253-215-8782 Meeting ID: 821 4361 1666 Passcode: 678651

Zoom

https://us06web.zoom.us/j/82143611666?pwd=cDJsbm4zaFh4Y1NGbVhvU0hWRUhldz09

Meeting ID: 821 4361 1666

Passcode: 678651

One-Tap Mobile

+17207072699,,82143611666#

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.
 - o If you do not have a comment, state "no comment."
 - o 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 March 2, 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 Call

- 1) Approval of Agenda
- 2) **Public Comment** Under this item, any member of the public wishing to directly address the Board on any item of interest that may or may not be within the subject matter jurisdiction of the Board, but not listed on the agenda, may do so at this time. However, the Board is prohibited by law from taking any action on any item not appearing on the agenda unless the action is otherwise authorized by the Brown Act. Any member of the public wishing to directly address the Board on any item listed on the agenda may do so when the item is being considered by the Board. 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) Approval of Board Stipends/Reimbursements
- c) Approval of Contractor Payments
- d) Acceptance of January Disbursements
- e) Adoption of Resolution No. 2022-08; Authorizing Remote Teleconference Meetings for the Period of March 6, 2022, to April 5, 2022
- 4) Matters Removed from Consent Items
- 5) Presentations/Appointments
- 6) Continued/New Agenda Items
 - a) Discussion & Possible Adoption of Resolution No. 2022-09; Establishing a Conflict of Interest Code
 - b) Discussion & Possible Action Regarding Temporary Facility Use Agreement with Asplundh Construction for APN 3066-26-110
 - c) Update on the Proposed Civic Center & Phelan Park Expansion Projects
 - d) Update on the Status of Negotiations for the Consolidation of Sheep Creek Mutual Water Company into the District
- 7) Committee Reports/Comments
 - a) Antelope Valley Adjudication Committee (Ad Hoc)
 - b) Engineering Committee (Standing)
 - c) Finance Committee (Standing)
 - d) Legislative Committee (Standing)
 - e) Parks, Recreation & Street Lighting Committee (Standing)
 - f) 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 – March 16, 2022

13) Adjournment

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

Agenda materials can be viewed online at http://www.pphcsd.org

Agenda Item 3a

Approval of Board Minutes



A. 4176 Warbler RoadP.O. Box 294049Phelan, CA 92329P. (760) 868-1212

F. (760) 868-2323 W. www.pphcsd.org

REGULAR BOARD MEETING MINUTES

February 16, 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

Charlie Johnson, Director (Zoom)

Mark Roberts, Director

Board Members Absent: None

Staff Present: Don Bartz, General Manager

George Cardenas, Engineering Manager Kim Ward, HR Manager/Executive Secretary Sean Wright, Water Operations Manager

Jennifer Oakes, Executive Management Analyst

District Counsel: Steve Kennedy, General Counsel (Zoom)

Public: Cheryl Rhoden

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 Hoffman moved to approve the Agenda. Vice President Philips seconded the motion. Motion carried 5-0.

2) Public Comment

a) General Public

Cheryl Rhoden stated she will have comments on Item 5 and Item 6e.

b) Community Reports

County Fire – Steve Tracy, Battalion Chief, reported that calls have been slow.
 Over the next few months they will be out in the community doing wildland training and community risk assessments.

3) Consent Items

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

4) Matters Removed from Consent Items

None

5) Presentations/Appointments

A presentation was given by Chris Collier, Rincon Strategies, regarding the Community Survey Results.

NOTE: The presentation is available on the District's website.

6) Continued/New Agenda Items

a) Discussion & Possible Adoption of Resolution No. 2022-06; Establishing a Cash Handling Policy

Staff Recommendation: For the Board to adopt Resolution No. 2022-06; Establishing a Cash Handling Policy.

Mr. Bartz presented this item.

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

b) **Discussion & Possible Action Regarding the 2021/2022 Reserves Schedule**Staff Recommendation: For the Board to approve the 2021/2022 Reserves Schedule in compliance with Resolution No. 2020-02; Reserves Policy.

Mr. Bartz presented this item.

Director Hoffman moved to approve the staff recommendation. Director Johnson seconded the motion. Motion carried 5-0.

c) Discussion & Possible Action Regarding Unclaimed Funds

Staff Recommendation: For the Board to authorize the publication of a notice of unclaimed funds and to transfer any unclaimed funds by the expiration date listed in the notice from the unclaimed liability account to the District's general fund whereby they will become property of the District.

Ms. Ward presented this item.

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

d) Discussion & Possible Adoption of Resolution No. 2022-07; Authorizing Submittal of a Notification of Intent to Comply to the Department of Resources Recycling & Recovery

Staff Recommendation: For the Board to adopt Resolution No. 2022-07; Authorizing Submittal of a Notification of Intent to Comply to the Department of Resources Recycling and Recovery.

Ms. Ward presented this item.

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

e) **Discussion & Possible Action Regarding District Committee Minutes & Reports**Staff Recommendation: For the Board to continue to allow staff to utilize action minutes for District Committee minutes.

Ms. Ward presented this item.

Director Johnson moved to approve the staff recommendation. Director Hoffman seconded the motion. Motion carried 5-0.

f) Update on the Proposed Civic Center & Phelan Park Expansion Projects
Staff Recommendation: None

Mr. Cardenas reported that the District is currently working on easements related to the civic center project. The CEQA draft has been turned in to the county for comments. The final grading plan submittal is due at the end of the week. The park expansion project is moving forward with the CUP submittal. KTUA will be the lead on this and is working with sub-consultants. A meeting with the consultants will take place this week.

No action taken; not an action item.

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

Staff Recommendation: None

Mr. Bartz reported that staff is putting together information for the public. Approximately \$12 million has been proposed in grants for system repairs/upgrades. The state-hired attorney is working on the water rights question. A decision is expected in approximately 3-4 months.

No action taken; not an action item.

- 7) Committee Reports/Comments
 - a) Antelope Valley Adjudication Committee (Ad Hoc) None.
 - b) **Engineering Committee (Standing)** Minutes are included in the packet. He noted the pipeline breaks and meter exchange program.
 - c) Finance Committee (Standing) Nothing new.
 - d) Legislative Committee (Standing) Meets tomorrow.
 - e) Parks, Recreation & Street Lighting Committee (Standing) Nothing new.

f) Waste & Recycling Committee (Standing) – Nothing new.

8) Staff and General Manager's Report

Nothing further to report.

9) Reports

a) Director's Report

Hoffman – Nothing further to report.

Philips – Nothing further to report.

Roberts – Nothing further to report.

Johnson – Nothing further to report.

- b) **President's Report** Noted ASBCSD meeting report is in the packet.
- 10) **Correspondence/Information** The items in the packet were noted. A Tire Day will take place in April.
- 11) Review of Action Items
 - a) Prior Meeting Action Items
 - None
 - b) Current Meeting Action Items
 - None
- 12) Set Agenda for Next Meeting
 - Special Board Workshop February 23, 2022
 - Regular Board Meeting March 2, 2022
- 13) Recess to Closed Session

With no further business before the Board, the Board recessed to closed session at 7:14 p.m.

Closed Session: Conference with Legal Counsel

Significant Exposure to Litigation

Pursuant to Government Code Section 54956.9(d)(2)

Three Potential Cases

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

The Board returned to open session at 7:48 p.m. The three claims presented to the Board were rejected unanimously and the Board authorized legal counsel to send a notice of rejection to each claimant.

15) Adjournment

With no further business before the Board, the meeting was adjourned at 7:49 p.m.

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

Kim Ward, HR Manager/Executive Secretary

Date

Agenda Item 3b

Approval of Board Stipends/Reimbursements

Phelan Piñon Hills Community Services District

BOARD STIPEND & EXPENSE VOUCHER/REPORT

| | | BUARD STIPE | IND & EA | PENSE V | JUCHE | K/KEPUK | . I | | | | | |
|-----------------------|-----|--|--------------|------------------|----------------|---------------|------------|-------------|--------------|-----------|-------------------------|------------|
| 2022 | | | | | | | | AB12 | 34 Compliant | | | |
| | | * | MAXIMUM PAII | D @ \$120 PER I | MEETING DA | AY AND LIMITE | ED TO 10 N | IEETINGS PE | R MONTH | | | |
| Name: Charlie | ı | | | | | February 28 | | | | Report of | items paid Credit Ca | d for with |
| Name. Chame | J | Reimbursed @ 0.58 | 35 | | Date. | • | • | IENT REQU | FSTED | | CARD EXE | |
| Date of mtg. or event | | Expense Description / Business Purpose | | *Meeting | Miles | Mileage** | Meals | Lodging | Other | Meals | Lodging | Other |
| | • | ! ! | | (\$120 or N/C) | | | IVICAIS | Loughly | Other | ivicais | Loughig | Other |
| 02/02/22 02/03/22 | _ | Regular Board Meeting | | 120.00 | 13.80 | 8.07 | | | | | | |
| 02/03/22 | _ | MWA TAC Meeting Regular Board Meeting | | 120.00 | 0.00 | 8.07 | | | | | | |
| 02/18/22 | | Meeting with GM Bartz re: Finances | | 120.00 120.00 | 13.80 14.00 | 8.07 | | | | | | |
| 02/23/22 | | Board Meeting Budget Workshop | | 120.00 | 13.80 | 8.07 | | | | | | |
| JEI ESI EE | | - Sound modeling Budget Horitonop | | 120.00 | 10.00 | - 0.07 | | | | | | |
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| | | | | | | - | | | | | | |
| | | Totals | | 600.00 | 55.40 | 32.41 | - | - | - | - | - | - |
| A: Board Approve | eď | ? (section 2.4) | | | Totals: | | | | Date | | | |
| | | | Acct # | | | Meetings | 600.00 | Payroll | | | | |
| | | ses listed above are related to my authorized travel thelan Piñon Hills Community Services District Policies. | | | | Mileage | 32.41 | Board Mtg | | l | | |
| according to the | ; [| neight Fillott fillis Community Services District Folicies. | | | | Meals | - | • | | Meals | | |
| D | | | | | | Lodging | - | | | Lodging | | |
| Board M | er | mber's signature below | | | rand Tat | Other | | 632.41 | | Other | - | |
| | (| Charlie Johnson | | G | rand Tot | aı | | 632.41 | | | - | |
| | | Charles The Control of the Control o | | | | | | | | | | |
| Signature | | U | | | | | | | | | | |

^{**}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: | 02/22/2022 |
|--|---|----------------------------|-------------|
| Name of Vendor: | KTUA | | |
| Description of work: | Phelan Community Park Project | | |
| | | | |
| Purchase Order# | PO-04200 | | |
| Date of Board Approv | alAugust 12, 2020 | | |
| Original Approved Am Amount Approved C/O Amount Approved C/O | D#1 | \$ 287,925.00 | |
| Total Contract Amoun | t | _\$ | 287,925.00 |
| % Completed to Date | | | 86% |
| | Total Invoiced to Date | \$ | 247,287.50 |
| Amount Paid to Date | | = | 235,636.25 |
| | Total Due this Invoice | | \$11,651.25 |
| Total Contract Amoun | t After Invoice: | \$ 40,637.50 | |
| Certification that the al | bove work is completed as reflected on the invoice. | | |
| Engineering Manager | | 2/22/22 Date 2/22/22 | |
| General Manager | | Z/ 12/12 Date | |
| Approved by Board of | Directors: | Date | v |



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

February 09, 2022

Project No: Invoice No: 020-023.02 33650

Project

020-023.02

Phelan Park - Phase 1A/2A 1B/2B

For professional services for the period January 1, 2022 to January 31, 2022 Fee Charges

| Description | Contract Amount | % Work To Date | Amount Billed | Previous Billed | This In |
|---|--------------------|-------------------|--------------------|-----------------------------|-------------------|
| Park Site - Kick Off | | | | | |
| Meeting | | | | | |
| KTUA | 1,200.00 | 100.00 | 1,200.00 | 1,200.00 | 0.0 |
| TRLS | 810.00 | 100.00 | 810.00 | 810.00 | 0.0 |
| Total Park Site - Kick Off Meeting | 2,010.00 | | 2,010.00 | 2,010.00 | 0.0 |
| Group 1A- Community Meeting 1 & 2 | | | | | |
| KTUA | 7,720.00 | 100.00 | 7,720,00 | 7,720.00 | 0.0 |
| TRLS | 900.00 | 100.00 | 900.00 | 900.00 | 0.0 |
| Total Group 1A- Community Meeting 1 & 2 | 8,620.00 | | 8,620.00 | 8,620.00 | 0.0 |
| Group 1A - Stakeholders Meeting | | | | | |
| KTUA | 4,665.00 | 100.00 | 4,665.00 | 4 665 00 | |
| Total Group 1A - Stakeholders Meeting | 4,665.00 | 100.00 | 4,665.00 | 4,665.00 4,665.00 | 0.0 0.0 |
| Group 1A - Final Programming | | | | | |
| KTUA | 2.345.00 | 100.00 | 2 245 00 | 0.045.00 | |
| TRLS | 1,170.00 | 100.00 | 2,345.00 | 2,345.00 | 0.0 |
| ARC | 600.00 | 100.00 | 1,170.00 600.00 | 1,170.00 | 0.0 |
| Total Group 1A - Final | 4,115.00 | 100.00 | | 600.00 | 0.0 |
| Programming | 4,110.00 | | 4,115.00 | 4,115.00 | 0.0 |
| Group 1A - CUP Package Draft | | | | | |
| KTUA | 2,830.00 | 100.00 | 2,830.00 | 2,830.00 | 0.0 |
| TRLS | 4,050.00 | 100.00 | 4,050.00 | 4,050.00 | 0.0 |
| EDI | 2,520.00 | 100.00 | 2,520.00 | 2,520.00 | 0.0 |

| 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 | 49 900 00 | 40,000,00 | 0.00 |
| TRLS | | | 48,890.00 | 48,890.00 | 0.00 |
| EDI | 37,350.00 | 100.00 | 37,350.00 | 37,350.00 | 0.00 |
| ARC | 8,100.00 | 100.00 | 8,100.00 | 8,100.00 | 0.00 |
| Total Group 1A - Draft Schematic Park Site (15%) | 7,200.00 101,540.00 | 100.00 | 7,200.00 101,540.00 | 7,200.00 101,540.00 | 0.00 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 | |
| Total Group 1A - Expense | 1,000.00 | 0.00 | 0.00 | 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 | 50.00 | 16,052.50 | 11,236.75 | 4,815.75 |
| TRLS | 25,830.00 | 50.00 | 12,915.00 | 9,040.50 | 3,874.50 |
| EDI | 10,740.00 | 50.00 | 5,370.00 | 3,759.00 | 1,611.00 |
| ARC | 9,000.00 | 50.00 | 4,500.00 | 3,150.00 | 1,350.00 |
| Total Group 2A - Final Schematic Plan Park Site (35%) | 77,675.00 | | 38,837.50 | 27,186.25 | 11,651.25 |
| | | | | | |

| Group 1A/2A - Expense | | | | | | |
|--|------------|--------|------------|---|------------|-------------|
| KTUA | 600.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| TRLS | 200.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Total Group 1A/2A - Expense | 800.00 | | 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 | |
| Total Group 1B - Draft Schematic for Civic Site (15%) | 23,935.00 | | 23,935.00 | 23,935.00 | 0.00 | |
| Group 2B - Final Schematics for Civic Site (35%) | | | | | | |
| KTUA | 24,910.00 | 100.00 | 24,910.00 | 24,910.00 | 0.00 | |
| Total Group 2B - Final Schematics for Civic Site (35%) | 24,910.00 | | 24,910.00 | 24,910.00 | 0.00 | |
| Total Fee | 287,925.00 | | 247,287.50 | 235,636.25 | 11,651.25 | |
| | | Total | Fixed Fee | | | 11,651.25 |
| illing Limits | | Curr | ent | Prior | To-Date | |
| Total Billings | | 11,651 | .25 23 | 5,636.25 | 247,287.50 | |
| Limit | | | | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | 287,925.00 | |
| Remaining | | | | | 40,637.50 | |
| | | | | Total this Ir | voice | \$11,651.25 |
| Billings to Date | | | | | | |
| | | | | | | |

Prior

235,636.25

235,636.25

Total

247,287.50

247,287.50

Received

235,636.25

Current

11,651.25

11,651.25

Fee

Totals

PO 4200 APPRACO FOR PRYMONT Z/11/2/2

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 92103SHIP TO: Phelan Pinon Hills Community Services Distric

4176 Warbler Road Phelan, CA 92371

| TEM | UNITS DESCRIPTION | PROJECT | PRICE GL ACCOUNT # | GL ACCOUNT NAM | AMOUNT |
|-----|--|----------|--------------------|-------------------|------------|
| 1 | Phelan Community Park Project - KTUA Phase 1 - 15% level design and Phase 2 Design includes: Civic Center Plaza (Area "A") and Phelan Phase 1: Stakeholder meetings 15% Draft and Final Schematics Design, | Communit | | CIP - Parks & Rec | 287,925.0 |
| | Phase 2: Community Workshops 35% Draft and Fianl Schematics Design, | | | | |
| | Prop. 68 Grant Application | | | | |
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| | | | | SURTOTAL | 297 025 00 |

Requested By: George Cardenas

Date: 8/12/2020

SUBTOTAL: 287,925.00 TOTAL TAX: 0.00

SHIPPING: 0.00 TOTAL

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

287,925.00

| | | Date: | 02/22/2022 |
|--------------------------|--|------------------|-------------|
| Name of Vendor: | Tom Dodson & Associates | | |
| Description of work: | CEQA Services for Well 15 & 16 | | |
| | | | |
| Purchase Order# | PO-04735 | | |
| Date of Board Approv | alSeptember 8, 2021 | | |
| Original Approved Am | nount: | \$31,000.00 | |
| | | | |
| Total Contract Amoun | | - | \$31,000.00 |
| % Completed to Date | | | 31% |
| | Total Invoiced to Date | <u></u> | 9,550.00 |
| Amount Paid to Date | | _ | 7,184.50 |
| | | | |
| | Total Due this Invoice | | \$2,365.50 |
| Total Contract Amour | nt After Invoice: | \$ 21,450.00 | |
| | | | |
| Certification that the a | above work is completed as reflected on th | e invoice. | |
| Engineering Manager | | 2/23/22 Date | |
| H-B | | 1/20/ 20 | |
| General Manager | | Date Date Date | |
| Approved by Board or | f Directors: | | |
| | | Date | |

TOM DODSON & ASSOCIATES

PO Box 2307

San Bernardino, CA 92406

Tel: (909) 882-3612 Email: tda@tdaenv.com



Invoice

| DATE | INVOICE NO. |
|---------|-------------|
| 2/17/22 | PPH-116-4 |

BILL TO

Phelan Pinon Hills CSD Attn: George Cardenas PO Box 294049 Phelan, CA 92329

| CEQA for Technical Services for Proposed | | | | DUE DATE |
|--|---|---------------------------|--|---|
| Wells 15 & 16 PO#4735 | | | | 3/19/22 |
| DESCRIPTION | | HOURS | RATE | AMOUNT |
| Env. Specialist II 1/5 - CEQA support 2/2 - CEQA support 2/9 - CEQA support 2/10 - CEQA support 2/15 - CEQA support | | 1 1 3.5 3 0.5 | 105.00 105.00 105.00 105.00 105.00 | 105.00 105.00 367.50 315.00 52.50 |
| Subconsultant Jan: JACOBS - BRR | | | 1,420.50 | 1,420.50 |
| | | | | |
| | 22 (PPH-116) | | | |
| SUMMARY AS OF FEB 15, 202 | | | | |
| SUMMARY AS OF FEB 15, 202 Contract Amount | \$33,530.00 | | | |
| SUMMARY AS OF FEB 15, 202 Contract Amount Previously Invoiced | \$33,530.00 \$7,184.50 | | | |
| SUMMARY AS OF FEB 15, 202 Contract Amount Previously Invoiced This Invoice | \$33,530.00 \$7,184.50 \$2,365.50 | | | |
| SUMMARY AS OF FEB 15, 202 Contract Amount Previously Invoiced | \$33,530.00 \$7,184.50 \$2,365.50 \$9,550.00 | | | |
| SUMMARY AS OF FEB 15, 202 Contract Amount Previously Invoiced This Invoice Total Invoiced To Date | \$33,530.00 \$7,184.50 \$2,365.50 | | | |

APPRAJED FOR PAYMENT 12/22/22) PO 4035

| Date 1/8/2022 1/10/2022 1/12/2022 1/13/2022 1/16/2022 1/20/2022 Subtotal Total | Elsinore - Constriants | | 2 2 1 2 1 | \$ \$ \$ \$ | 254.80 \$ 254.80 \$ 254.80 \$ 254.80 \$ 254.80 \$ 3 | \$ \$ | 0.00 509.60 509.60 254.80 |
|--|---|----------|-----------------------|-------------|---|----------|------------------------------------|
| 1/10/2022 1/12/2022 1/13/2022 1/16/2022 1/20/2022 Subtotal | Elsinore - Constriants | | 2 1 2 1 | \$ \$ | 254.80 S | \$ \$ | 509.60 254.80 |
| 1/10/2022 1/12/2022 1/13/2022 1/16/2022 1/20/2022 Subtotal | Elsinore - Constriants | | 1 2 1 | \$ | 254.80 | \$ | 254.80 |
| 1/12/2022 1/13/2022 1/16/2022 1/20/2022 Subtotal | Elsinore - Constriants Elsinore - Constriants Elsinore - Constriants Elsinore - Constriants | | 2 1 | \$ | | | |
| 1/13/2022 1/16/2022 1/20/2022 Subtotal Total | Elsinore - Constriants Elsinore - Constriants Elsinore - Constriants | | 2 1 | \$ | 254.80 | 1 | |
| 1/16/2022 1/20/2022 Subtotal Total | Elsinore - Constriants Elsinore - Constriants | | 1 | | | ₽ | 509.60 |
| 1/20/2022 Subtotal Total | Elsinore - Constriants | | | | 254.80 | • | 254.80 |
| Subtotal | \$ | 2 No. | 3.10 | \$ | 254.80 | - | 254.80 |
| Total | | | | Ψ | 204.00 | • | |
| | ODCs - Mileage | 2,293.20 | | | 0.500 | Φ. | 0.00 |
| | ODOS - Milleage | | 0 | \$ | | \$ \$ | 0.00 2,293.20 |
| PPH116 | | | | | | • | |
| | Pusical | | Hours | | Rate | 237 | Total |
| Date | Project | | | \$ | | \$ | 757.60 |
| 1/5/2022 | BRR | | 8 | \$ | 94.70 | | 662.90 |
| 1/6/2022 | BRR | | 7 | Ф | 94.70 | φ | 002.30 |
| Subtotal | \$ | 1,420.50 | 15 | | | | |
| | ODCs - Mileage | | 0 | \$ | | \$ | 0.00 |
| Total | | | | | | \$ | 1,420.50 |
| IEUA Montclair | Basin (IE-305) | | | | | | |
| Date | Project | | Hours | | Rate | | Total |
| | Permitting Basins 2 and 3 | | | \$ | 94.70 | \$ | 0.00 |
| 1/9/2022 | 401 Permitting Basins 2 and 3 | | 1 | \$ | 254.80 | \$ | 254.80 |
| 1/10/2022 | 401 Permitting Basins 2 and 3 | | 2 | \$ | 254.80 | \$ | 509.60 |
| 1/11/2022 | 401 Permitting Basins 2 and 3 | | 2 | \$ | 254.80 | \$ | 509.60 |
| | 401 Permitting Basins 2 and 3 | | 2 | \$ | 254.80 | \$ | 509.60 |
| 1/16/2022 1/18/202 | 401 Permitting Basins 2 and 3 | | 4 | \$ | 254.80 | \$ | 1,019.20 |
| 1/10/202 | 4011 emitting basins 2 and 0 | | 300 | 5 | | | |
| Subtotal | \$ | 2,802.80 | 3 | | | | |
| | ODCs - Mileage | | 0 | \$ | 0.560 | \$ | 0.00 |
| Total | | | | | | \$ | 2,802.80 |
| Jefferson 60 A | partments | | | | | | |
| Date | Project | | Hours | | Rate | | Total |
| 1/18/2022 | BRR | | 4 | \$ | 94.70 | \$ | 378.80 |
| Subtotal | \$ | 378.80 | 4 | | | | |
| Subiolai | ODCs - Mileage | 070.00 | _ 54.55 | \$ | 0.560 | | |
| Total | ODOS - Mileage | | | Ψ | 0.000 | \$ | 378.80 |
| | | | | | | | |
| Jefferson - JPI | Pre-Purchase JD | | | | | | |
| Date | Project | | Hours | | Rate | | Total |
| 1/8/2022 | JD Preparation | | 3 | \$ | 254.80 | | 764.40 |
| | | | | \$ | 254.80 | | 0.00 |
| | | | | \$ | 254.80 | | 0.00 |
| I to Line | | | | \$ | 254.80 | \$ | 0.00 |
| | | | | | | | |
| Subtotal | \$ | 764.40 | | | | | |
| Subtotal | \$ ODCs - Mileage | 764.40 | | \$ | 0.560 | \$ | 0.0 |

Agenda Item 3d

Acceptance of January Disbursements



Phelan Pinon Hills Community Services Distr

Cash Disbursements Report

By Payment Number

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

| Service | | | | | | |
|----------------|--------------------------------|-------------------------|------------------------|---|---------------------|-------------------------------|
| Payment Number | Payment Date Payable Number | Vendor # Description | Vendor Name | Account Number | Project Account Key | Payment Amount Item Amount |
| 435 | 1/6/2022 | CHAJOH | Charlie Johnson | | | 15.46 |
| | 123121 | Dec. Mileage - Regu | ular Board Meetings | 01-0-1-52213 | | 15.46 |
| 436 | 1/6/2022 | DEBPHI | Deborah Jeanne F | Philips | | 29.68 |
| | 123121 | Dec. Mileage- CR&F | R Tour, Solid Waste | 01-0-1-52210 | | -11.20 |
| | 123121 | Dec. Mileage-Board | Meeting, CR&R Tou | ı01-0-1-52219 | | 29.68 |
| | 123121 | Dec. Mileage- CR&F | R Tour, Solid Waste | 25-5-1-52210 | | 11.20 |
| 437 | 1/6/2022 | MIDAME | MidAmerica Adm | inistrative & Retirement Solutions, LLC | | 20,720.16 |
| | 010122 | HRA 2022 Annual D | istribution | 01-0-0-14130 | | 20,720.16 |
| 438 | 1/6/2022 | MUN DEN | Municipal Dental | Pool | | 2,806.15 |
| .00 | 010122 | Dental Premium - Ja | • | 01-0-0-14130 | | 2,806.15 |
| 439 | 1/6/2022 | REBKUJ | Rebecca A. Kujaw | va | | 85.79 |
| | 123121 | Dec. Mileage - CR& | R Tour | 01-0-1-52210 | | -74.37 |
| | 123121 | Dec. Mileage - Regu | ılar Meetings & CR& | 01-0-1-52212 | | 85.79 |
| | 123121 | Dec. Mileage - CR& | R Tour | 25-5-1-52210 | | 74.37 |
| 32234 | 1/6/2022 | AVCOM | AVCOM Services | Inc. | | 72.00 |
| | 18089 | Answering Svc De | ec. | 01-0-1-53150 | | 72.00 |
| 32235 | 1/6/2022 | CIEDB BC14-101 | US Bank | | | 58,718.50 |
| | 63403 | Loan #14-101 Inter | est | 01-1-1-91010 | | 58,718.50 |
| 32236 | 1/6/2022 | CAZCOM | CAZCOM, Inc. | | | 200.00 |
| | 39852 | Site Rent - Jan. | | 01-1-2-53150 | | 200.00 |
| 32237 | 1/6/2022 | CONUTI | Concord Environn | mental Energy, Inc | | 10,772.50 |
| 32237 | 3663 | Meters Replaced (1 | | 01-0-0-17000 | C0084 OUTSIDE SVCS | 4,726.00 |
| | 3672 | Meters Replaced (7 | | 01-0-0-17000 | C0084 OUTSIDE SVCS | 3,683.50 |
| | 3678 | Meters Replaced (2 | | 01-0-0-17000 | C0084 OUTSIDE SVCS | 2,363.00 |
| 2222 | | | | 01-0-0-17000 | C0084 0013IDE 3VC3 | |
| 32238 | 1/6/2022 | CORE | Core & Main | | | 178.28 |
| | Q105323 | 1 IPS Clamp | | 01-1-0-13010 | | 178.28 |
| 32239 | 1/6/2022 | EVANS | David Evans and A | Associates, Inc. | | 3,100.00 |
| | 500840 | Civic Center Street | Improvements Traffi | ic01-0-0-17000 | C0002 OUTSIDE SVCS | 3,100.00 |
| 32240 | 1/6/2022 | EWIDEV | Ewing Developme | ent | | 250.00 |
| | 6101 | Water Heater Wirir | ng Replaced - Phelan | 22-2-2-54620 | | 250.00 |
| 32241 | 1/6/2022 | FASTEN | Fastenal Compan | у | | 256.42 |
| | CAVIC81727 | Safety Gloves | | 01-1-2-54620 | | 256.42 |
| 32242 | 1/6/2022 | FRO 5072 | Frontier Commun | nications | | 128.69 |
| | 012422 | Phones - Oasis Yard | | 01-1-1-58010 | | 128.69 |
| 32243 | 1/6/2022 | FRO 8637 | Frontier Commun | nications | | 61.39 |
| 32243 | 011822 | Phones - Sr. Ctr. 12, | | 22-0-1-58010 | | 61.39 |
| 22244 | 1/6/2022 | CARDA | Canala Class | | | 500.00 |
| 32244 | 1/6/2022 | GARDA | Garda CL West, Ir | | | 503.96 |
| | 10673014 | Armored Svc. Jan. | | 01-0-1-54200 | | 503.96 |
| 32245 | 1/6/2022 | GENPUM | General Pump Co | mpany. Inc. | | 11,332.47 |
| - | 28979 | Back-Up Pump - 6A | | 01-1-5-54620 | | 7,161.43 |
| | 29022 | | orinate with Sterilene | | C0096 OUTSIDE SVCS | 4,171.04 |
| | | | 222 505.7010 | | | .,=. 2.0 . |

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| Cash Disbursement | is keport | | | Payment Dates | S: U1/U1/2U22 - U1/31/2U22 |
|-------------------|--------------------------------|--|-----------------------------|---------------------|-------------------------------|
| Payment Number | Payment Date Payable Number | Vendor # Description Vendor Name | Account Number | Project Account Key | Payment Amount Item Amount |
| 32246 | 1/6/2022 | BAQAI H. A. Baqai, P.E. | | | 45,441.32 |
| | 8-01-2021-1 | Homefiled Mitigation - Professional Sv | /cs 01-0-0-17000 | C0093 OUTSIDE SVCS | 7,656.00 |
| | 9-01-2021-2 | Homefiled Mitigation - Professional Sv | /cs 01-0-0-17000 | C0093 OUTSIDE SVCS | 15,959.52 |
| | 9-01-2021-3 | Homefiled Mitigation - Professional Sv | /cs 01-0-0-17000 | C0093 OUTSIDE SVCS | 21,825.80 |
| 32247 | 1/6/2022 | INLWAT Inland Water W | orks Supply Co. | | 12,834.17 |
| | S1050692-001 | 1"x16" Saddle | 01-1-0-13010 | | 700.38 |
| | S1050692-001 | 1" Dual Check Valve MIP x FIP | 01-1-0-13010 | | 543.06 |
| | S1052062-001 | 8 C-900 Pipe (20 ft stick) | 01-1-0-13010 | | 1,597.63 |
| | S1052062-001 | 6 AC x 1 DS Saddle | 01-1-0-13010 | | 2,198.10 |
| | S1052062-001 | 2 IPS Clamp | 01-1-0-13010 | | 161.63 |
| | S1052062-001 | 1" Brass Threaded Coupling | 01-1-0-13010 | | 387.90 |
| | S1052062-001 | 8 MJ Pack | 01-1-0-13010 | | 937.43 |
| | S1052062-001 | 6 MJ Kit | 01-1-0-13010 | | 668.05 |
| | S1052062-001 | 6 C-900 Pipe (20 ft stick) | 01-1-0-13010 | | 959.40 |
| | S1052062-001 | 8 x 1 DS Brass Saddle | 01-1-0-13010 | | 1,293.00 |
| | S1052299-001 | Parts for Well #14 16" Mainline Emer | g 01-1-3-54620 | | 3,629.68 |
| 32248 | 1/6/2022 | LES SCH Les Schwab Tire | Centers of Central CA, INC. | | 310.79 |
| | 58100112096 | Trk #23 - New Battery | 01-1-8-54710 | | 310.79 |
| 32249 | 1/6/2022 | LILBURN Lilburn Corp. | | | 5,494.75 |
| | 21-1042 | Civic Center Park Environmental - Prof | fe 22-2-0-17000 | C0078 OUTSIDE SVCS | 2,040.00 |
| | 21-1226 | Civic Center Park Environmental - Prof | fe 22-2-0-17000 | C0078 OUTSIDE SVCS | 3,454.75 |
| 32250 | 1/6/2022 | MWA-ALTO Mojave Basin Ar | rea Watermaster | | 3.95 |
| | 43390 | 1st. Qrtr. Admin/Bio Fees | 01-1-3-50010 | | 3.95 |
| 32251 | 1/6/2022 | MWA-OESTE Mojave Basin Ar | rea | | 3,069.95 |
| | 43389 | 1st. Qrtr. Admin/Bio Fees | 01-1-3-50010 | | 3,069.95 |
| 32252 | 1/6/2022 | NAPA NAPA Auto Part | s | | 623.27 |
| | 123121 | Inv #527361 - Battery Cable for Termin | nal01-1-2-54500 | | 6.44 |
| | 123121 | Inv #528975 - Trk #22 Windshield Was | sh 01-1-8-54710 | | 14.30 |
| | 123121 | Inv #528976 - Trk #22 Wiper Blades | 01-1-8-54710 | | 9.69 |
| | 123121 | Inv #528426 - Trk #16 Windshield Wip | ers 01-1-8-54710 | | 39.85 |
| | 123121 | Inv #529396 - Antifreeze | 01-1-8-54710 | | 31.17 |
| | 123121 | Inv #529991 - Trk #22 Ice Scraper | 01-1-8-54710 | | 9.24 |
| | 123121 | Inv #529288Trk #111 Back Up Lights | 01-1-8-54710 | | 107.71 |
| | 123121 | Inv #526929 - DEF for Generators | 01-1-8-54710 | | 159.38 |
| | 123121 | Inv #529347 - Battery | 01-1-8-54710 | | 195.64 |
| | 123121 | Inv #527522 - Trk #23 Filter | 01-1-8-54710 | | 47.38 |
| | 123121 | Inv #528380 - Trk #14 Clamp | 01-1-8-54710 | | 2.47 |
| 32253 | 1/6/2022 | PHEEXP Phelan Express, | Inc. | | 2,140.31 |
| | 32494 | Trk #14 - Front Suspension Repairs | 01-1-8-54710 | | 1,119.76 |
| | 32513 | Trk #21 Front & Rear Brakes Replaced | 01-1-8-54710 | | 951.97 |
| | 32554 | Trk #18 - Oil Change | 01-1-8-54710 | | 68.58 |
| 32254 | 1/6/2022 | PREACC Premier Access | Insurance Company | | 46.37 |
| | 123121 | Dental - Final Bill | 01-0-0-14130 | | 46.37 |
| 32255 | 1/6/2022 | RACE Race Communic | cations | | 618.00 |
| | 607907 | Phones - Internet Credit CSD | 01-0-1-58010 | | -100.00 |
| | 607907 | Phones - Internet CSD Jan. | 01-0-1-58010 | | 254.50 |
| | 607907 | Phones - Internet Shop Jan, | 01-1-1-58010 | | 204.50 |
| | 607907 | Phones - Internet Credit CC | 22-0-1-58010 | | -200.00 |
| | 607907 | Phones - Internet CC Jan | 22-0-1-58010 | | 204.50 |
| | 607907 | Phones - Internet Pinon Hills Jan. | 22-0-1-58010 | | 254.50 |
| 32256 | 1/6/2022 | REBEL Rebel Oil Compa | any, Inc. | | 4,509.72 |
| | 7000531 | Fuel - 400 Gl. | 01-1-8-54410 | | 1,812.66 |
| | | | | | |

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| cash Disparsement | энероге | | | r dyment bates: 02 | 1,01,2022 01,01,2022 |
|-------------------|--------------------------------|--|-------------------------|----------------------|-------------------------------|
| Payment Number | Payment Date Payable Number | Vendor # Description Vendor Name | Account Number | Project Account Key | Payment Amount Item Amount |
| | 7000559 | Fuel - 300 Gl., DSL- 300 Gl. | 01-1-8-54410 | | 2,697.06 |
| 32257 | 1/6/2022 | ROSE Rose Noir Chocol | ates IIC | | 196.25 |
| 32237 | 225 | Kids Baking Class - Dec. | 22-2-54800 | | 196.25 |
| 32258 | 1/6/2022 | STAINS Standard Insuran | ce Company | | 987.64 |
| 32230 | 010122 | LTD/Life/AD&D - Jan. | 01-0-1-51230 | | 826.48 |
| | 010122 | LTD/Life/AD&D - Jan. | 01-7-7-51230 | | 95.71 |
| | 010122 | LTD/Life/AD&D - Jan. | 22-0-1-51230 | | 65.45 |
| 22250 | 4/6/2022 | CMBCB CMBCB DMCCB | | | 22 544 24 |
| 32259 | 1/6/2022 LW-1035416 | SWRCB SWRCB-DWOCP Water System Fees 7/1/21 - 6/30/22 | 01-1-3-53160 | | 33,541.24 33,541.24 |
| | 10000410 | water 5/3tem rees 7/1/21 5/35/22 | 01 1 3 33100 | | 33,341.24 |
| 32260 | 1/6/2022 | TURSEC Turner Security, I | | | 8,722.70 |
| | 208725 | Video System & Card Reader Oasis | 01-1-1-53150 | | 6,300.00 |
| | 208725 | Alarm System & Door Access Pinon Hills | | | 2,164.00 |
| | 208938 | Monitoring Svcs. Jan. | 01-1-1-53150 | | 258.70 |
| 32261 | 1/6/2022 | TYLTEC Tyler Technologie | es, Inc | | 415.00 |
| | 025-361488 | UB Online Support - Jan. | 01-1-6-53170 | | 265.00 |
| | 025-361833 | AP 1099 Process Webinar - A. Romero | 01-0-1-54260 | | 150.00 |
| 32262 | 1/6/2022 | USA Underground Ser | vice Alert of So. Cal. | | 576.11 |
| | 1220210528 | (135) Tickets | 01-1-2-53150 | | 232.75 |
| | dsb20206643 | USA Dig Safe Regulatory Fee | 01-1-1-53160 | | 343.36 |
| 32263 | 1/6/2022 | UNI SITE United Site Servio | ces of California, Inc. | | 2,067.23 |
| | 0374393, 415912 | Porta Potties Rental for Covid Sites | 01-1-1-53150 | C0086 OUTSIDE SVCS | 2,067.23 |
| 32264 | 1/6/2022 | WENO Weno Office Solu | utions | | 14.15 |
| | 6723 | Printer Usage | 01-0-1-53150 | | 14.15 |
| 32277 | 1/24/2022 | ALEWYN Aleshire & Wynd | or IID | | 2,585.00 |
| 32277 | 65577 | Antelope Valley Legal Svcs- Dec. | 01-0-1-53120 | C0057 LEGAL | 2,585.00 |
| 22270 | 4/24/2022 | · · · · · | | | 520.20 |
| 32278 | 1/24/2022 | APEREN Apex Rentals | 22.2.2.54200 | | 628.30 |
| | 68446 | Man-lift Rental for Holiday Decor Remo | 5 22-2-2-54300 | | 628.30 |
| 32279 | 1/24/2022 | ASBCSD Assn of SB Count | y Special Districts | | 143.00 |
| | 012422 | January Meeting - Rebecca | 01-0-1-52232 | | 37.00 |
| | 012422 | January Meeting -Deborah | 01-0-1-52239 | | 37.00 |
| | 012422 | January Meeting - Don, Kim | 01-0-1-54440 | | 69.00 |
| 32280 | 1/24/2022 | BEN AG Beneficial Ag Serv | vices | | 245.00 |
| | 32058 | (1) Mulch Load | 01-1-9-54800 | C0049 OUTSIDE SERVIC | 245.00 |
| 32281 | 1/24/2022 | BOOBAR Boot Barn Inc. | | | 150.00 |
| | INV00145309 | Sfty. Work Boots - S. Trujillo | 01-1-2-54680 | | 150.00 |
| 32282 | 1/24/2022 | CPRS California Park & | Recreation Society | | 165.00 |
| | 010722 | Membership - R. Kuwaja | 22-2-54230 | | 165.00 |
| 32283 | 1/24/2022 | CALTOO C.T.W.S., LLC | | | 42.67 |
| 32203 | 664583 | Welding Supplies | 01-1-5-54620 | | 42.67 |
| | | · | | | |
| 32284 | 1/24/2022 | CHA INT Charter Commun | | | 600.00 |
| | 14069010722 | Internet Svc. 1/7 - 2/6 | 01-0-1-58010 | | 588.00 |
| | 14069010722 | Internet Svc. 1/7 - 2/6 | 22-0-1-58010 | | 12.00 |
| 32285 | 1/24/2022 | CINFIR Cintas | | | 601.10 |
| | 508715518 | First Aid Supplies - Shop | 01-1-1-54500 | | 121.59 |
| | 5091646856 | First Aid Supplies - CSD | 01-0-1-54500 | | 231.09 |
| | 5091646856 | First Aid Supplies - CSD | 22-0-1-54500 | | 4.72 |
| | 5091646883 | First Aid Supplies - Shop (Jan.) | 01-1-1-54500 | | 243.70 |
| | | | | | |

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| | • | | | • | |
|----------------|--|--|--|----------------------|--|
| Payment Number | Payment Date Payable Number | Vendor # Description Vendor Name | Account Number | Project Account Key | Payment Amount Item Amount |
| 32286 | 1/24/2022 123121 | CIN UNI Cintas Corporati Uniform Rental Svcs. Dec | 01-1-1-54680 | | 482.80 447.12 |
| | 123121 | Uniform Rental Svcs. Dec | 22-2-1-54680 | | 35.68 |
| 32287 | 1/24/2022 010122 010122 010122 | CITY LOAN 21-002 City National Ba Loan #21-002 Series A Principal Loan #21-002 Series B Principal Loan #21-002 Series B Interest | nk 01-1-0-29710 01-1-0-29750 01-1-1-91010 | | 343,529.53 151,336.81 118,069.37 51,412.82 |
| | 010122 | Loan #21-002 Series A Interest | 01-1-1-91010 | | 22,710.53 |
| 32288 | 1/24/2022 3683 | CONUTI Concord Enviror Meter Replaced (36) 3/4" Week:1/3 - | nmental Energy, Inc 1/7 01-0-0-17000 | C0084 OUTSIDE SVCS | 2,502.00 2,502.00 |
| 32289 | 1/24/2022 108957 | SBC PARCELS County of San B (3) Parcel Map Revisions | ernardino 01-1-1-54830 | | 6.00 6.00 |
| 32290 | 1/24/2022 704973-4538 705256-1564 705544-8478 705544-8478 | CR&R CR&R Incorpora Trash - Oasis Yard Jan. Trash - Pinon Hills Park Jan. Trash - Phelan CSD Jan. Trash - Phelan CC Jan. | ted 01-0-2-58110 22-0-2-58110 01-0-1-58110 22-0-2-58110 | | 872.03 272.22 189.89 204.96 204.96 |
| 32291 | 1/24/2022 | FRO 5743 Frontier Commu | | | 75.24 |
| | 010722 | Phones - Office 1/7 - 2/6 | 01-0-1-58010 | | 75.24 |
| 32292 | 1/24/2022 011022 | FRO 3434 Frontier Commu Phones - Telemetry 1/10 - 2/9 | unications 01-1-5-58010 | | 174.22 174.22 |
| 32293 | 1/24/2022 101-28839 | GAOSBO G.A. Osborne Pi Parts to Repair Well #10 & 11 Cl2 Injec | | | 224.81 224.81 |
| 32294 | 1/24/2022 29052 | GENPUM General Pump C Booster A at 4B Pull for Maintenance | Company, Inc. 01-1-5-54620 | | 2,362.50 2,362.50 |
| 32295 | 1/24/2022 25152 | GEOMON GEO-Monitor, Ir Routine Samples | nc. 01-1-4-53140 | | 395.50 395.50 |
| 32296 | 1/24/2022 971416 | HARFRE Central Purchasi Solar Panel Parts for Zone G Scada | ing LLC 01-1-2-54620 | | 165.90 165.90 |
| 32297 | 1/24/2022 68055 | HESHOS Hesperia Hose S Well 6B Adapters | Supply Inc 01-1-3-54620 | | 184.80 184.80 |
| 32298 | 1/24/2022 19212 19213 | IB CON IB Consulting, LL Water Rate Study 2021 Consulting Svcs-Conservation Ord., U | 01-1-1-53150 | C0049 OUTSIDE SERVIC | 9,840.00 6,150.00 3,690.00 |
| 32299 | 1/24/2022 202590 202590 | INFOSE Infosend Inc Postage 10/8/21 Printing 10/08/21 | 01-1-6-54860 01-1-6-54890 | | 4,621.58 2,352.67 2,268.91 |
| 32300 | 1/24/2022 \$1050692-002 \$1052062-002 \$1052182-001 \$1052293-001 \$1052293-001 \$1052294-001 \$1052302-01 \$1052315-001 \$1052389-001 \$1052389-001 \$105812-001 | INLWAT Inland Water W 1" Dual Check Valve MIP x FIP 8 x 12 Clamp Stolen 3" Construction Meter Replace 6 MJ Kit Crispin 1" Air Vac Meter Box Non-Inventory Gaskets & Bolts for We 16" Parts for Well #14 Emergency Rep 1 IPS Poly (100 ft Coil) 1 CTS Poly (100 ft Coil) 6" Meter for Well #2 DMA | 01-1-0-13010 01-1-0-13010 m 01-1-6-54620 01-1-0-13010 01-1-0-13010 01-1-0-13010 | | 19,899.67 1,357.65 237.05 2,562.30 267.22 2,594.75 5,661.19 134.85 1,435.23 2,990.07 1,955.66 1,077.50 |

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| Cash Disbursement | is keport | | | | Payment Dates | 5: 01/01/2022 - 01/31/2022 |
|-------------------|--------------------------------|-------------------------|------------------------|-----------------------------|---------------------|-------------------------------|
| Payment Number | Payment Date Payable Number | Vendor # Description | Vendor Name | Account Number | Project Account Key | Payment Amount Item Amount |
| 32301 | 1/24/2022 58100112681 | LES SCH | | enters of Central CA, INC. | | 1,450.53 |
| | 36100112061 | Trk #25 - (4) New Tir | es | 01-1-8-54710 | | 1,450.53 |
| 32302 | 1/24/2022 | LIN SVC | Richard J. Linsalate | o | | 955.00 |
| | 20220112 | Janitorial Svcs CDS | | 01-0-1-54320 | | 310.00 |
| | 20220112 | Janitorial Svcs Oasis | | 01-1-1-54320 | | 225.00 |
| | 20220112 | Janitorial Svcs Phela | n CC & Sr. Ctr | 22-0-1-54320 | | 420.00 |
| 32303 | 1/24/2022 | LOWES | Lowe's Credit | | | 1,000.99 |
| | 123121 | Refund #17079 - Chr | ristmasTree Return | . 01-0-1-54530 | | -77.47 |
| | 123121 | Inv #70467203 Tape | & Buckets | 01-1-2-54500 | | 103.18 |
| | 123121 | Inv #70512244 - Sma | all Tools | 01-1-2-54650 | | 180.72 |
| | 123121 | Inv#910029 Wire for | Zone G Tank 2 Sola | 01-1-3-54500 | | 83.15 |
| | 123121 | Inv #26730976 - Hea | iters for Booster Sit. | 01-1-5-54500 | | 201.82 |
| | 123121 | Inv #30590121 - Con | | 01-1-5-54620 | | 190.97 |
| | 85514206 | tools for customer se | ervice | 01-1-2-54650 | | 318.62 |
| 32304 | 1/24/2022 | MERJOH | Merrell-Johnson E | - | | 6,963.50 |
| | E20212398 | Well 15 & Pipeline S | urvey Svcs. | 01-0-0-17000 | C0095 OUTSIDE SVCS | 6,963.50 |
| 32305 | 1/24/2022 | ANDTRU | Mills Hardware | | | 690.04 |
| | 123121 | Inv #309840 - Packin | ng Supplies | 01-1-2-54500 | | 56.65 |
| | 123121 | Inv #309839 - Site Pa | aint | 01-1-2-54500 | | 34.45 |
| | 123121 | Inv #309877 - Waate | er Nozzle | 01-1-2-54500 | | 21.54 |
| | 123121 | Inv #309816 - Key | | 01-1-2-54500 | | 10.75 |
| | 123121 | Inv #309912 - Propa | ne to Sterilize Samp | 01-1-2-54500 | | 6.45 |
| | 123121 | Inv #309837 - Gener | ator Oil & Drill Bit | 01-1-2-54500 | | 62.64 |
| | 123121 | Inv #309765 - Clamp | Spring Flex | 01-1-2-54620 | | 16.33 |
| | 123121 | Inv #309804 - Brass I | Nipple | 01-1-2-54620 | | 10.76 |
| | 123121 | Inv #309800 -Air Vac | Maint. Supplies | 01-1-2-54620 | | 58.78 |
| | 123121 | Inv #309902 - Rakes | | 01-1-2-54650 | | 148.66 |
| | 123121 | Inv #309811 - Pliers | | 01-1-2-54650 | | 27.56 |
| | 123121 | Inv #309843 - Suppli | es for Booster 4B R. | 01-1-5-54620 | | 16.55 |
| | 123121 | Inv #309880 - Gloves | | 01-1-6-54500 | | 37.70 |
| | 123121 | Inv #09833 - Brass Fi | ittings | 01-1-6-54620 | | 16.15 |
| | 123121 | Inv #309918 - Maint | . Supplies | 22-2-2-54620 | | 48.76 |
| | 123121 | Inv #309910 - Ice Me | elt Bag | 22-2-2-54620 | | 116.31 |
| 32307 | 1/24/2022 | MDAQMD | Mojave Desert Air | Quality Management District | | 200.00 |
| | 011822 | Violation #1317 | | 01-1-2-53160 | | 200.00 |
| 32309 | 1/24/2022 | PHEEXP | Phelan Express, In | c. | | 949.28 |
| | 32653 | Trk #20 - Oil Change | | 01-1-8-54710 | | 109.22 |
| | 32749 | Trk #15 - Oil Change | | 01-1-8-54710 | | 68.58 |
| | 32987 | Trk #16 - Oil Change | & Alignment | 01-1-8-54710 | | 238.69 |
| | 32990 | Trk #17 - Brakes & R | otors Replaced | 01-1-8-54710 | | 532.79 |
| 32310 | 1/24/2022 | REBEL | Rebel Oil Compan | y, Inc. | | 3,717.41 |
| | 7008517 | Fuel - 351 Gl. | | 01-1-8-54410 | | 1,639.05 |
| | 7010581 | Fuel - 450 Gl. | | 01-1-8-54410 | | 2,078.36 |
| 32311 | 1/24/2022 | SED | Sedaru, Inc. | | | 8,122.50 |
| | 083-025-02 | Single Sign-on/Porta | l Intergration | 01-7-7-53150 | | 8,122.50 |
| 32312 | 1/24/2022 | SITEONE | SiteOne Landscape | e Supply Holding, LLC | | 845.09 |
| | 115645180-001 | Pvc Parts and Glue | | 01-1-5-54620 | | 845.09 |
| 32313 | 1/24/2022 | SONSRA | Sonsray Machiner | v. llc | | 75.39 |
| | PSO002923-1 | Trk #113 - Bucket Re | • | 01-1-8-54710 | | 75.39 |
| 32314 | 1/24/2022 | SDRMA | Special District Ris | k Management Authority | | 941.78 |
| | 71331 | Nissan Frontier (trk # | - | 22-0-8-54380 | | 1,628.55 |
| | 71331 | Remove Ford Range | | 22-0-8-54380 | | -637.20 |
| | | | ,20, 2.30mey | | | 337.20 |

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Cash Disbursements Report

| Payment Number | Payment Date Payable Number | Vendor # Description | Vendor Name | Account Number | Project Account Key | Payment Amount Item Amount |
|----------------|--|---|---|---|---------------------|---|
| | 71331 | Multi Program Liabil | ity Discount | 22-0-8-54380 | | -49.57 |
| 32315 | 1/24/2022 00140735 | SUNPOW Solar Breaker Pad R | Sunpower eplacement | 01-0-1-54620 | | 2,314.68 2,314.68 |
| 32316 | 1/24/2022 0086289 | AQUA MET Command Links for | Aqua Metric Sales Customer Service S | | C0084 OUTSIDE SVCS | 1,408.61 1,408.61 |
| 32317 | 1/24/2022 025-362933 | TYLTEC UB Insite Transaction | Tyler Technologie n Fees 10/1 - 12/31 | | | 11,166.25 11,166.25 |
| 32318 | 1/24/2022 459762 | UNI SITE Porta Potties at Wils | | es of California, Inc. 01-0-1-53150 | C0086 OUTSIDE SVCS | 334.13 334.13 |
| 32319 | 1/24/2022 49754957 | UNIVAR Liquid Chlorine | UNIVAR INC. | 01-1-3-54500 | | 1,606.49 1,606.49 |
| 32320 | 1/24/2022 3032879 | XEROX Copier Lease 1/12 - : | Xerox Corporatior 2/11 | 01-0-1-54300 | | 280.55 280.55 |
| DFT0010731 | 1/10/2022 122221-4585 | THEGAS Gas - Phelan CC 11/2 | The Gas Company 22 - 12/22 | 22-0-2-58110 | | 244.35 244.35 |
| DFT0010732 | 1/10/2022 122221-4084 | THEGAS Gas Phelan Sr. Ctr. 1 | The Gas Company 11/22 - 12/22 | 22-0-2-58110 | | 221.90 221.90 |
| DFT0010733 | 1/10/2022 123021-6056 | THEGAS Gas - Pinon Hills CC | The Gas Company 11/30 - 12/30 | 22-0-2-58110 | | 122.02 122.02 |
| DFT0010734 | 1/10/2022 123021-6781 | THEGAS Gas - Pinon Hills Fire | The Gas Company 11/30 - 12/30 | 22-0-2-58110 | | 14.79 14.79 |
| DFT0010741 | 1/10/2022 122721 | SCE 2439-1773 Electricity - Phelan P | Southern Californi Park 11/24 - 12/26 | ia Edison 22-0-2-58110 | | 18.32 18.32 |
| DFT0010742 | 1/10/2022 123121q | SCE 1613-6373 Electricity - R/R Cros | Southern Californi sings 12/1 - 12/31 | | | 15.62 15.62 |
| DFT0010743 | 1/10/2022 123121 | SCE 5917-6455 Electricity - Phelan P | Southern Californi ark St. Lights 12/1 | | | 23.85 23.85 |
| DFT0010746 | 1/7/2022 INV0004822 INV0004822 | CALPERS 457 Cal PERS 457/ Emplo Cal PERS 457/ Emplo | oyer Plan: 450 717 - | | | 215.00 209.25 5.75 |
| DFT0010747 | 1/7/2022 INV0004823 INV0004823 INV0004823 INV0004823 | CALPERS CalPERS/Employee F CalPERS/Employee F CalPERS/Employee F CalPERS/Employee F | Portion(EE) Portion(EE) Portion(EE) | yees' Retirement System 01-1-0-24530 01-7-0-24530 22-2-0-24530 25-5-0-24530 | | 2,651.94 2,222.20 219.38 179.70 30.66 |
| DFT0010748 | 1/7/2022 INV0004824 INV0004824 INV0004824 | CALPERS CalPERS/Employee F CalPERS/Employee F CalPERS/Employee F | Portion(ER) Portion(ER) | yees' Retirement System 01-1-0-24530 01-7-0-24530 22-2-0-24530 | | 3,260.90 2,566.52 376.77 317.61 |
| DFT0010749 | 1/7/2022 INV0004825 INV0004825 INV0004825 INV0004825 | CALPERS CalPERS/Employer P CalPERS/Employer P CalPERS/Employer P CalPERS/Employer P | Portion Portion Portion | yees' Retirement System 01-1-0-24530 01-7-0-24530 22-2-0-24530 25-5-0-24530 | | 7,558.89 6,070.15 792.53 661.73 34.48 |
| DFT0010750 | 1/7/2022 INV0004826 INV0004826 | CALPERS CalPERS Retirement, CalPERS Retirement, | / Survivor Benefits | yees' Retirement System 01-1-0-24530 01-7-0-24530 | | 23.25 18.73 2.02 |

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| | Payment Date | Vendor# | | ., | Payment Amount |
|----------------|------------------------|---|---|---------------------|--------------------|
| Payment Number | Payable Number | Description Vendor Name | Account Number | Project Account Key | Item Amount |
| • | INV0004826 | CalPERS Retirement/ Survivor Benefits | 22-2-0-24530 | | 2.40 |
| | INV0004826 | CalPERS Retirement/ Survivor Benefits | 25-5-0-24530 | | 0.10 |
| DET00107E1 | 1/7/2022 | CALDEDS 457 California Bublic | Employees! Deferred Compensation Plan | | 136.03 |
| DFT0010751 | 1/7/2022 INV0004827 | CALPERS 457 California Public 457 Loan Payback | Employees' Deferred Compensation Plan 01-1-0-24560 | | 136.03 |
| | | 457 ESGITT GYSGER | 011024300 | | 130.03 |
| DFT0010752 | 1/7/2022 | | relopment Department | | 980.57 |
| | INV0004828 | State Disability Ins - Payroll Taxes | 01-0-0-24510 | | 980.57 |
| DFT0010753 | 1/7/2022 | IRS Internal Revenue | Service | | 457.36 |
| | INV0004829 | Social Security - Payroll Taxes | 01-0-0-24510 | | 457.36 |
| DFT0010754 | 1/7/2022 | EDD Employment Dev | relopment Department | | 86.64 |
| | INV0004830 | State Employer Training Tax - Payroll Ta | | | 86.64 |
| DFT0010755 | 1/7/2022 | EDD Employment Dev | relopment Department | | 3,118.61 |
| DF10010733 | INV0004831 | State Unemployment Ins - Payroll Taxe | | | 3,118.61 |
| | | state onemployment individual | 5 61 6 6 1 .516 | | 5)225.02 |
| DFT0010756 | 1/7/2022 | · | elopment Department | | 2,994.76 |
| | INV0004832 | CA State Income Tax - Payroll Taxes | 01-0-0-24510 | | 2,994.76 |
| DFT0010757 | 1/7/2022 | IRS Internal Revenue | Service | | 2,629.56 |
| | INV0004833 | Medicare - Payroll Taxes | 01-0-0-24510 | | 2,629.56 |
| DFT0010758 | 1/7/2022 | IRS Internal Revenue | Service | | 8,275.76 |
| DI 10010750 | INV0004834 | Federal Income Tax - Payroll Taxes | 01-0-0-24510 | | 8,275.76 |
| | | · | | | |
| DFT0010759 | 1/20/2022 | SCE 8362-7804 Southern Californ | | | 630.98 |
| | 010422 | Electricity - Solar Meter 10/29 - 11/30 | 01-1-3-58110 | | 630.98 |
| DFT0010760 | 1/20/2022 | SCE 9587-0653 Southern Californ | nia Edison | | 854.86 |
| | 010422 | Electricity - Office 10/26 - 11/23 | 01-0-1-58110 | | 925.78 |
| | 010422 | Electricity - Solar Credit 10/26 - 11/23 | 01-1-3-58115 | | -70.92 |
| DFT0010761 | 1/20/2022 | FBC-STEVE First Bank Card | | | 473.55 |
| | 123121 | Smart & Final - Coffee Pot Replacemen | t 22-2-2-54620 | | 55.70 |
| | 123121 | HD Supply - (2) Flags) | 22-2-2-54620 | | 80.55 |
| | 123121 | Best Buy - Speaker & Adapter | 22-2-54800 | | 163.10 |
| | 123121 | Webstaurant Store (2) Beverage Dispe | n22-2-2-54800 | | 174.20 |
| DFT0010762 | 1/20/2022 | FBC-SEAN First Bank Card | | | 4,004.98 |
| | 123121 | Mexico Lindo - Staff Meeting | 01-0-1-54440 | | 118.96 |
| | 123121 | Crave Cafe - AWCA Conference Expense | | | 17.36 |
| | 123121 123121 | SBC - Utility Work Authorizaion Permit EOU - Winter 2021 Fee | 01-1-1-54260 | | 205.52 2,799.90 |
| | 123121 | UCR - School Transcripts | 01-1-1-54260 | | 75.00 |
| | 123121 | CA-NV AWWA Cross Connection Cert R | | | 100.00 |
| | 123121 | Crave Cafe - AWCA Conference Expense | e 01-1-1-54470 | | 17.61 |
| | 123121 | Crave Cafe - AWCA Conference Expense | e01-1-1-54470 | | 17.37 |
| | 123121 | Amazon - Wire Rope | 01-1-2-54500 | | 202.44 |
| | 123121 | Safety Depot - Traffic Sfty. Vests | 01-1-2-54500 | | 244.89 |
| | 123121 123121 | DOT - MCS 150 Fleet Fee Crave Cafe - AWCA Conference Expense | 01-1-8-54710 | | 188.57 17.36 |
| | 123121 | crave care. Avven conference expensi | 2 7 7 34470 | | 17.50 |
| DFT0010763 | 1/20/2022 | FBC-JENNIFER First Bank Card | | | 4,039.62 |
| | 123121 | Adobe Subscription (6) | 01-0-1-53170 | | 101.94 |
| | 123121 123121 | Facebook - Advertisement Facebook - Advertisement | 01-0-1-54110 01-0-1-54110 | | 5.00 25.00 |
| | 123121 | Amazon - Yr-End Safety Award Return | 01-0-1-54260 | | -56.34 |
| | 123121 | Staters - Yr-End Training Supplies | 01-0-1-54260 | | 152.16 |
| | 123121 | Amazon - Yr-End Safety Awards | 01-0-1-54260 | | 187.24 |
| | 123121 | Amazon - Yr-End Safety Award | 01-0-1-54260 | | 49.55 |
| | 123121 | Amazon - Yr-End Safety Award | 01-0-1-54260 | | 53.86 |
| | 123121 | Amazon - Yr-End Safety Award | 01-0-1-54260 | | 55.28 |

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

| Payment Number | Payment Date Payable Number | Vendor # Description | Vendor Name | Account Number | Project Account Key | Payment Amount Item Amount |
|----------------|--------------------------------|-------------------------|------------------------|----------------|---------------------|-------------------------------|
| | 123121 | Amazon - Yr-End Sa | fety Award | 01-0-1-54260 | | 55.50 |
| | 123121 | Amazon - Yr-End Sa | fety Award | 01-0-1-54260 | | 63.28 |
| | 123121 | Amazon - Yr-End Sa | fety Award | 01-0-1-54260 | | 66.80 |
| | 123121 | Amazon - Yr-End Sa | fety Award | 01-0-1-54260 | | 76.02 |
| | 123121 | Amazon - Yr-End Sa | fety Award | 01-0-1-54260 | | 35.08 |
| | 123121 | Amazon - Yr-End Sa | fety Award | 01-0-1-54260 | | 37.70 |
| | 123121 | Amazon - Yr-End Sa | fety Award | 01-0-1-54260 | | 40.94 |
| | 123121 | Amazon - Yr-End Sa | fety Award | 01-0-1-54260 | | 25.95 |
| | 123121 | Amazon - Yr-End Sa | fety Award | 01-0-1-54260 | | 53.86 |
| | 123121 | Vista Print - Busines | s Cards | 01-0-1-54530 | | 49.28 |
| | 123121 | Walgreens - Covid T | ests | 01-0-1-54530 | C0086 OUTSIDE SVCS | 77.55 |
| | 123121 | Adobe Subscription | s (2) | 01-1-1-53170 | | 33.98 |
| | 123121 | EOU - Book Rental | | 01-1-1-54260 | | 16.11 |
| | 123121 | EOU - Winter Seme | ster Fees (2 Classes) | 01-1-1-54260 | | 2,745.00 |
| | 123121 | EOU Service Fee | | 01-1-1-54260 | | 54.90 |
| | 123121 | Adobe Subscription | s (2) | 01-7-7-53170 | | 33.98 |
| DFT0010764 | 1/20/2022 | VER AIR | Verizon Wireless | | | 1,093.16 |
| | 9896365259 | Phones - Jet Packs, | Tablets & On-Call De | 01-1-1-58010 | | 1,093.16 |
| DFT0010765 | 1/20/2022 | FBC-MICHAEL | First Bank Card | | | 75.00 |
| | 123121 | UCR - Transcript Fe | | 01-1-1-54260 | | 75.00 |
| DFT0010766 | 1/20/2022 | FBC-LORI | First Bank Card | | | 1,408.31 |
| | 123121 | CSMFO Annual Mer | mbership (Lori) | 01-0-1-54230 | | 110.00 |
| | 123121 | CSMFO Annual Mer | nbership (David) | 01-0-1-54230 | | 110.00 |
| | 123121 | CSMFO 2022 Confe | rence (David) | 01-0-1-54260 | | 470.00 |
| | 123121 | Town & Country - C | SMFO Conference S. | . 01-0-1-54470 | | 258.31 |
| | 123121 | GFOA - Cert. of Ach | ievement Review Fee | 2 01-0-1-54530 | | 460.00 |
| DFT0010767 | 1/20/2022 | FBC-GEORGE | First Bank Card | | | 597.85 |
| | 123121 | Ricks Cafe - Staff M | eeting | 01-0-1-54440 | | 99.78 |
| | 123121 | Ricks Cafe - Staff M | eeting | 01-0-1-54440 | | 93.08 |
| | 123121 | Crave Cafe - ACWA | Conference Lunch D. | 01-0-1-54470 | | 16.50 |
| | 123121 | Lowes - Christmas T | ree for Office | 01-0-1-54530 | | 81.54 |
| | 123121 | Best Buy - UPC Batt | ery Backup | 01-0-1-54530 | | 54.36 |
| | 123121 | Apple - ICloud Stora | ge for Field Ipad | 01-1-1-53170 | | 0.99 |
| | 123121 | Apple - One Yr Babb | el Training for S. Tru | 01-1-1-54260 | | 89.99 |
| | 123121 | BJ's - ACWA Confer | ence Lunch (Sean) | 01-1-1-54470 | | 22.77 |
| | 123121 | Crave Cafe - ACWA | Conference Lunch S | . 01-1-1-54470 | | 16.50 |
| | 123121 | Little Caesars - Eme | rg. Break Lunch for F | 01-1-2-54500 | | 52.72 |
| | 123121 | BJ's - ACWA Confer | ence Lunch (George) | 01-7-7-54470 | | 22.76 |
| | 123121 | Crave Cafe - ACWA | Conference Lunch G. | 01-7-7-54470 | | 16.51 |
| | 123121 | Live Action Safety - | Pressure Logger Bat. | 01-7-7-54500 | | 30.35 |
| DFT0010768 | 1/20/2022 | FBC-ERNESTO | First Bank Card | | | 38.05 |
| | 123121 | Harbor Freight - Po | wer Inverter | 01-1-2-54500 | | 38.05 |
| DFT0010769 | 1/20/2022 | SCE 9515-2666 | Southern Californi | a Edison | | 80,077.78 |
| | 010622 | Electricity-Wells, Bo | osters, Tanks | 01-1-3-58110 | | 85,539.44 |
| | 010622 | Electricity-Solar Cre | dit | 01-1-3-58115 | | -6,897.69 |
| | 010622 | Electricity-St. Lights | | 23-3-2-58210 | | 1,436.03 |
| DFT0010770 | 1/20/2022 | SCE 7441-5755 | Southern Californi | a Edison | | 218.82 |
| | 010422 | Electricity - Pinon H | ills CC 12/5 - 1/3 | 22-0-2-58110 | | 218.82 |
| DFT0010771 | 1/20/2022 | SCE 1078-5254 | Southern Californi | a Edison | | 319.10 |
| / / = | 011022 | Electricity - CC & Sr. | | 22-0-2-58110 | | 319.10 |
| DFT0010772 | 1/20/2022 | FBC-KIM | First Bank Card | | | 1,186.97 |
| | 123121 | Calendar Wiz | | 01-0-1-53170 | | 14.00 |
| | 123121 | Zoom Subscription | | 01-0-1-53170 | C0086 OUTSIDE SVCS | 159.96 |
| | - | | | | | |

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| Cash Disbursement | is keport | | | Payment Date | S: 01/01/2022 - 01/31/2022 |
|-------------------|--------------------------------|---------------------------------------|---|---------------------|-------------------------------|
| Payment Number | Payment Date Payable Number | Vendor # Description Vendor Name | Account Number | Project Account Key | Payment Amount Item Amount |
| | 123121 | In-n-Out Yr-End Safety Awards | 01-0-1-54260 | | 440.00 |
| | 123121 | Nothing Bundt Cakes - Yr-End Safety I | M 01-0-1-54260 | | 81.25 |
| | 123121 | Pitney Bowes - Postage Meter Rental | Fee 01-0-1-54300 | | 37.70 |
| | 123121 | Amazon - Kitchen Trash Bags | 01-0-1-54530 | | 68.94 |
| | 123121 | Amazon - Office Supplies | 01-0-1-54530 | | 17.84 |
| | 123121 | Amazon - Office Supplies | 01-0-1-54530 | | 158.20 |
| | 123121 | Target - Office Supplies | 01-0-1-54530 | | 15.00 |
| | 123121 | Amazon - Office Supplies | 01-0-1-54530 | | 145.63 |
| | 123121 | Amazon - Office Supplies | 01-0-1-54530 | | 30.14 |
| | 123121 | Amazon - Office Supplies | 01-0-1-54530 | | 18.31 |
| DFT0010774 | 1/20/2022 | FBC-DON First Bank Card | | | 2,234.43 |
| | 123121 | Shell - Fuel | 01-0-1-54140 | | 125.00 |
| | 123121 | United Pacific - Fuel | 01-0-1-54140 | | 125.00 |
| | 123121 | Shell - Fuel | 01-0-1-54140 | | 75.55 |
| | 123121 | CHevron - Fuel | 01-0-1-54140 | | 146.84 |
| | 123121 | Shell - Fuel | 01-0-1-54140 | | 125.00 |
| | 123121 | IFC - Meeting with Tom Dodson | 01-0-1-54440 | | 68.55 |
| | 123121 | Ricks Cafe - Meeting with Charlie | 01-0-1-54440 | | 38.76 |
| | 123121 | Ricks Cafe | 01-0-1-54440 | | 38.27 |
| | 123121 | Mexico Lindo - Staff Meeting | 01-0-1-54440 | | 68.45 |
| | | • | | | |
| | 123121 | Ricks Cafe - | 01-0-1-54440 | | 59.02 |
| | 123121 | Hyatt Place - ACWA Conf. Stay for Do | | | 507.88 |
| | 123121 | LGO Cafe - ACWA Conf. Expense | 01-0-1-54470 | | 46.88 |
| | 123121 | Hyatt Place - ACWA Conf. Stay for Sea | | | 322.54 |
| | 123121 | Hyatt Place - ACWA Conf. Stay for Geo | or 01-7-7-54470 | | 486.69 |
| DFT0010775 | 1/20/2022 | FBC-KIM First Bank Card | | | 1,641.41 |
| | 150003 | Lucille's - Yr-End Safety Meeting | 01-0-1-54260 | | 1,194.25 |
| | 2681063 | Amazon - Monitor Equip. for Meeting | s 01-0-1-54530 | C0086 OUTSIDE SVCS | 447.16 |
| DFT0010776 | 1/20/2022 | FBC-JENNIFER First Bank Card | | | 837.38 |
| | 1683926 | Hattrix - Polos/Shirts for Board, Mgm | 01-0-1-54680 | | 602.48 |
| | 1683926 | Hattrix - Polos/Shirts for Field | 01-1-1-54680 | | 234.90 |
| DFT0010777 | 1/20/2022 | FBC-GEORGE First Bank Card | | | 2,479.00 |
| | 121521 | CA Air Resource - (3) Generators Pern | nit 01-0-0-17000 | C0092 OUTSIDE SVCS | 2,479.00 |
| DFT0010778 | 1/20/2022 | FBC-MICHAEL First Bank Card | | | 3,297.44 |
| | S024541324 | Zoro - Generator Boxes | 01-0-0-17000 | C0092 OUTSIDE SVCS | 3,297.44 |
| DFT0010779 | 1/20/2022 | FBC-SEAN First Bank Card | | | 4,741.68 |
| | 000656 | Backflow Brothers - 2979 Arcadia Bac | kfl01-1-2-54620 | | 494.00 |
| | 1104000 | Trk #111 (Backhoe) Rear Tires Replace | ed 01-1-8-54710 | | 1,772.21 |
| | 122821 | Amazon - (2) Dewalt Reciprocating Sa | ws 01-1-2-54650 | | 273.29 |
| | 278319 | Precision Aerial - Trk # Crane Repair | 01-1-2-54620 | | 1,481.50 |
| | 5427407 | Drill & Bits for Concrete | 01-0-0-17000 | C0084 OUTSIDE SVCS | 351.19 |
| | 62203486 | Uline - Nitrile Gloves for cl2 | 01-1-2-54500 | | 369.49 |
| DFT0010780 | 1/21/2022 | CALPERS 457 California Publi | c Employees' Deferred Compensation Plan | | 215.00 |
| | INV0004835 | Cal PERS 457/ Employer Plan: 450 717 | 701-1-0-24560 | | 212.27 |
| | INV0004835 | Cal PERS 457/ Employer Plan: 450 717 | 722-2-0-24560 | | 2.73 |
| DFT0010781 | 1/21/2022 | CALPERS Calif Public Emp | ployees' Retirement System | | 2,639.21 |
| | INV0004836 | CalPERS/Employee Portion(EE) | 01-1-0-24530 | | 2,194.77 |
| | INV0004836 | CalPERS/Employee Portion(EE) | 01-7-0-24530 | | 206.65 |
| | INV0004836 | CalPERS/Employee Portion(EE) | 22-2-0-24530 | | 174.99 |
| | INV0004836 | CalPERS/Employee Portion(EE) | 25-5-0-24530 | | 62.80 |
| DFT0010782 | 1/21/2022 | CALPERS Calif Public Emp | ployees' Retirement System | | 3,260.90 |
| | INV0004837 | CalPERS/Employee Portion(ER) | 01-1-0-24530 | | 2,570.87 |
| | INV0004837 | CalPERS/Employee Portion(ER) | 01-7-0-24530 | | 376.77 |
| | | | | | |

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| Payment Number | Payment Date Payable Number | Vendor # Description V | endor Name | Account Number | Project Account Key | Payment Amount Item Amount |
|----------------|---|--|--|---|---------------------|---|
| | INV0004837 | CalPERS/Employee Port | tion(ER) | 22-2-0-24530 | | 313.26 |
| DFT0010783 | 1/21/2022 INV0004838 INV0004838 INV0004838 INV0004838 | CALPERS CalPERS/Employer PorticalPERS/Employer PorticalPERS/Employ | ion ion ion | yees' Retirement System 01-1-0-24530 01-7-0-24530 22-2-0-24530 25-5-0-24530 | | 7,544.58 6,046.09 778.21 649.66 70.62 |
| DFT0010784 | 1/21/2022 INV0004839 INV0004839 INV0004839 INV0004839 | CALPERS Ca CalPERS Retirement/ Su CalPERS Retirement/ Su CalPERS Retirement/ Su CalPERS Retirement/ Su | urvivor Benefits urvivor Benefits urvivor Benefits | yees' Retirement System 01-1-0-24530 01-7-0-24530 22-2-0-24530 25-5-0-24530 | | 23.25 18.79 1.93 2.32 0.21 |
| DFT0010785 | 1/21/2022 INV0004840 | CALPERS 457 Ca 457 Loan Payback | California Public Er | mployees' Deferred Compensation Plan 01-1-0-24560 | | 136.03 136.03 |
| DFT0010786 | 1/21/2022 INV0004841 | EDD Er State Disability Ins - Pay | | lopment Department 01-0-0-24510 | | 958.20 958.20 |
| DFT0010787 | 1/21/2022 INV0004842 | IRS In Social Security - Payroll | nternal Revenue S Taxes | Service 01-0-0-24510 | | 233.82 233.82 |
| DFT0010788 | 1/21/2022 INV0004843 | EDD Er State Employer Training | | lopment Department 01-0-0-24510 | | 63.55 63.55 |
| DFT0010789 | 1/21/2022 INV0004844 | EDD Er State Unemployment In | | lopment Department 01-0-0-24510 | | 2,287.37 2,287.37 |
| DFT0010790 | 1/21/2022 INV0004845 | EDD Er CA State Income Tax - P | | lopment Department 01-0-0-24510 | | 3,192.67 3,192.67 |
| DFT0010791 | 1/21/2022 INV0004846 | IRS In Medicare - Payroll Taxes | nternal Revenue S es | Service 01-0-0-24510 | | 2,526.22 2,526.22 |
| DFT0010792 | 1/21/2022 INV0004847 | IRS In Federal Income Tax - Pa | nternal Revenue S ayroll Taxes | Service 01-0-0-24510 | | 9,308.70 9,308.70 |
| DFT0010793 | 1/28/2022 020122 NonPERS 020122 NonPERS | CalPERS Health Ca Non PERS Health Premio Non PERS Health Premio | ium - Feb. | mployees' Retirement System 01-0-0-14130 01-0-1-51230 | | 3,375.78 3,367.36 8.42 |
| DFT0010794 | 1/28/2022 020122 PERS 020122 PERS 020122 PERS | CalPERS Health Ca PERS Health Premium - PERS Health Premium A PERS Health Premium S | Feb. Admin Fee- Feb. | mployees' Retirement System 01-0-0-14130 01-0-1-51230 01-1-1-51230 | | 35,701.27 35,558.42 90.70 52.15 |
| DFT0010795 | 1/21/2022 D412577 | AME SUP AI Supplemental Life Insur | merican Fidelity A | Assurance 01-0-0-24580 | | 366.40 366.40 |
| DFT0010796 | 1/25/2022 6040840 | AME FID A | american Fidelity A | Assurance Company 01-0-0-24580 | | 145.82 145.82 |
| DFT0010797 | 1/26/2022 6042740 | AME FID AFFlex Spending 1/14 | merican Fidelity A | Assurance Company 01-0-0-24580 | | 222.07 222.07 |

879,864.57 Payment Total:

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Report Summary

Fund Summary

| Fund | | Payment Amount |
|-------------------------|--------------|----------------|
| 01 - WATER FUND | | 863,519.28 |
| 22 - PARKS & RECREATION | | 15,225.09 |
| 23 - STREET LIGHTING | | 1,451.65 |
| 25 - SOLID WASTE | | 284.44 |
| | Grand Total: | 880.480.46 |

Account Summary

| Account Summary | | | | |
|-----------------|----------------------------|----------------|--|--|
| Account Number | Account Name | Payment Amount | | |
| 01-0-0-14130 | Prepaid Benefit | 62,498.46 | | |
| 01-0-0-17000 | CIP Enterprise Funds | 80,486.60 | | |
| 01-0-0-24510 | Payroll Tax Payable | 37,113.79 | | |
| 01-0-0-24580 | Supplemental Ins W/H Pa | 734.29 | | |
| 01-0-1-51230 | Employee Group Insurance | 925.60 | | |
| 01-0-1-52210 | Board Exp - Auto Expense | -85.57 | | |
| 01-0-1-52212 | Board - Auto Expense/Kuj | 85.79 | | |
| 01-0-1-52213 | Board - Auto Expense/Joh | 15.46 | | |
| 01-0-1-52219 | Board - Auto Expense/Phil | 29.68 | | |
| 01-0-1-52232 | Board - Education, Trainin | 37.00 | | |
| 01-0-1-52239 | Board - Education, Trainin | 37.00 | | |
| 01-0-1-53120 | Legal Services | 2,585.00 | | |
| 01-0-1-53150 | Outside Service | 420.28 | | |
| 01-0-1-53170 | Software Support | 275.90 | | |
| 01-0-1-54110 | Advertising | 30.00 | | |
| 01-0-1-54140 | Auto Expense | 597.39 | | |
| 01-0-1-54200 | Credit Card Fee & Bank C | 503.96 | | |
| 01-0-1-54230 | Dues & Subscriptions | 220.00 | | |
| 01-0-1-54260 | Education & Training | 3,232.38 | | |
| 01-0-1-54300 | Equipment Rental / Lease | 318.25 | | |
| 01-0-1-54320 | General Maintenance | 310.00 | | |
| 01-0-1-54440 | Meeting, Seminar & Suppl | 653.87 | | |
| 01-0-1-54470 | Travel Expense | 846.93 | | |
| 01-0-1-54500 | Operating Supplies | 231.09 | | |
| 01-0-1-54530 | Office Supplies | 1,546.48 | | |
| 01-0-1-54620 | Repair & Maintenance | 2,314.68 | | |
| 01-0-1-54680 | Uniforms | 602.48 | | |
| 01-0-1-58010 | Telephone | 817.74 | | |
| 01-0-1-58110 | Utilities | 1,130.74 | | |
| 01-0-2-58110 | Utilities | 272.22 | | |
| 01-1-0-13010 | Inventory - Water Field Pa | 24,688.45 | | |
| 01-1-0-24530 | Retirement W/H Payable | 21,708.12 | | |
| 01-1-0-24560 | Retirement 457 W/H Pay | 693.58 | | |
| 01-1-0-29710 | Loan Payable - CIEDB 2002 | 151,336.81 | | |
| 01-1-0-29750 | Loan Payable - CNB 21-00 | 118,069.37 | | |
| 01-1-1-51230 | Employee Group Insurance | 52.15 | | |
| 01-1-1-53150 | Outside Service | 14,775.93 | | |
| 01-1-1-53160 | Permits & Fees | 548.88 | | |
| 01-1-1-53170 | Software Support | 34.97 | | |
| 01-1-1-54260 | Education & Training | 5,955.90 | | |
| 01-1-1-54320 | General Maintenance | 225.00 | | |
| 01-1-1-54470 | Travel Expense | 396.79 | | |
| 01-1-1-54500 | Operating Supplies | 365.29 | | |
| 01-1-1-54680 | Uniforms | 682.02 | | |
| 01-1-1-54830 | State & County Fees & Se | 6.00 | | |
| 01-1-1-58010 | Telephone | 1,426.35 | | |
| 01-1-1-91010 | Interest Expense | 132,841.85 | | |
| 01-1-2-53150 | Outside Service | 432.75 | | |
| 01-1-2-53160 | Permits & Fees | 200.00 | | |
| | | | | |

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Account Summary

| Account Number | Account Name | Payment Amount |
|----------------|---|----------------|
| 01-1-2-54500 | Operating Supplies | 1,209.69 |
| 01-1-2-54620 | Repair & Maintenance | 2,483.69 |
| 01-1-2-54650 | Small Tools | 948.85 |
| 01-1-2-54680 | Uniforms | 150.00 |
| 01-1-3-50010 | MWA/AVW Admin. & Bio | 3,073.90 |
| 01-1-3-53160 | Permits & Fees | 33,541.24 |
| 01-1-3-54500 | Operating Supplies | 1,689.64 |
| 01-1-3-54620 | Repair & Maintenance | 4,174.14 |
| 01-1-3-58110 | Utilities | 86,170.42 |
| 01-1-3-58115 | Utilities - Solar Credits | -6,968.61 |
| 01-1-4-53140 | Laboratory Analysis | 395.50 |
| 01-1-5-54500 | Operating Supplies | 201.82 |
| 01-1-5-54620 | Repair & Maintenance | 13,131.94 |
| 01-1-5-58010 | Telephone | 174.22 |
| 01-1-6-53170 | ' | 11,431.25 |
| 01-1-6-54500 | Software Support | 37.70 |
| 01-1-6-54620 | Operating Supplies Repair & Maintenance | |
| 01-1-6-54620 | | 2,578.45 |
| | Postage & Mailing | 2,352.67 |
| 01-1-6-54890 | Printing | 2,268.91 |
| 01-1-8-54410 | Fuel Costs | 8,227.13 |
| 01-1-8-54710 | Vehicle Maintenance | 7,503.91 |
| 01-1-9-53150 | Outside Service | 3,690.00 |
| 01-1-9-54800 | Programs (Wtr Conservati | 245.00 |
| 01-7-0-24530 | Retirement W/H Payable | 2,754.26 |
| 01-7-7-51230 | Employee Group Insurance | 95.71 |
| 01-7-7-53150 | Outside Service | 8,122.50 |
| 01-7-7-53170 | Software Support | 33.98 |
| 01-7-7-54470 | Travel Expense | 543.32 |
| 01-7-7-54500 | Operating Supplies | 30.35 |
| 22-0-1-51230 | Employee Group Insurance | 65.45 |
| 22-0-1-54320 | General Maintenance | 420.00 |
| 22-0-1-54500 | Operating Supplies | 4.72 |
| 22-0-1-58010 | Telephone | 332.39 |
| 22-0-2-58110 | Utilities | 1,554.15 |
| 22-0-8-54380 | Insurance - Vehicle | 941.78 |
| 22-2-0-17000 | CIP - Parks & Rec | 5,494.75 |
| 22-2-0-24530 | Retirement W/H Payable | 2,301.67 |
| 22-2-0-24560 | Retirement 457 W/H Pay | 8.48 |
| 22-2-1-54680 | Uniforms | 35.68 |
| 22-2-2-53150 | Outside Service | 2,164.00 |
| 22-2-2-54230 | Dues & Subscriptions | 165.00 |
| 22-2-2-54300 | Equipment Rental / Lease | 628.30 |
| 22-2-2-54620 | Repair & Maintenance | 551.32 |
| 22-2-2-54800 | Programs (Park & Rec) | 533.55 |
| 22-2-2-58110 | Utilities | 23.85 |
| 23-0-2-58210 | Utilities - Street Lights | 15.62 |
| 23-3-2-58210 | Utilities - Street Lights | 1,436.03 |
| 25-5-0-24530 | Retirement W/H Payable | 198.87 |
| 25-5-1-52210 | Board Exp - Auto Expense | 85.57 |
| | Grand Total: | 880,480.46 |

Project Account Summary

| Project Account Key | Payment Amount |
|----------------------|----------------|
| **None** | 784,893.08 |
| C0002 OUTSIDE SVCS | 3,100.00 |
| C0049 OUTSIDE SERVIC | 3,935.00 |
| C0057 LEGAL | 2,585.00 |
| C0078 OUTSIDE SVCS | 5,494.75 |

Project Account Summary

| Project Account Key | | Payment Amount |
|---------------------|--------------|----------------|
| C0084 OUTSIDE SVCS | | 15,034.30 |
| C0086 OUTSIDE SVCS | | 3,086.03 |
| C0092 OUTSIDE SVCS | | 5,776.44 |
| C0093 OUTSIDE SVCS | | 45,441.32 |
| C0095 OUTSIDE SVCS | | 6,963.50 |
| C0096 OUTSIDE SVCS | | 4,171.04 |
| | Grand Total: | 880,480.46 |

Agenda Item 3e

Adoption of Resolution No. 2022-08; Authorizing Remote Teleconference Meetings for the Period of March 6, 2022, to April 5, 2022



A. 4176 Warbler Road P.O. Box 294049 Phelan, CA 92329

P. (760) 868-1212

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MEMORANDUM

DATE: March 2, 2022

TO: Board of Directors

FROM: Don Bartz, General Manager

By: Kim Ward, HR Manager/Executive Secretary

SUBJECT: Adoption of Resolution No. 2022-08; Authorizing Remote Teleconference Meetings

for the Period of March 6, 2022, to April 5, 2022

STAFF RECOMMENDATION

For the Board to adopt Resolution No. 2022-08; Authorizing Remote Teleconference Meetings for the Period of March 6, 2022, to April 5, 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.

FISCAL IMPACT

None

ATTACHMENT(S)

Resolution No. 2022-08

RESOLUTION NO. 2022-08

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 MARCH 6, 2022, TO APRIL 5, 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. 2022-04 on February 2, 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. <u>Recitals</u>. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. <u>Affirmation that Local Emergency Persists</u>. 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. <u>Re-Ratification of Governor's Proclamation of a State of Emergency</u>. 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. <u>Remote Teleconference Meetings</u>. 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. <u>Effective Date of Resolution</u>. 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 this Resolution was adopted, as set forth below, 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 2nd day of March, 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

Presentations/Appointments

Agenda Item 6a

Discussion & Possible Adoption of Resolution No. 2022-09; Establishing a Conflict of Interest Code



A. 4176 Warbler Road P.O. Box 294049 Phelan, CA 92329

W. www.pphcsd.org

P. (760) 868-1212 F. (760) 868-2323

MEMORANDUM

DATE: March 2, 2022

TO: Board of Directors

FROM: Don Bartz, General Manager

By: Kim Ward, HR Manager/Executive Secretary

SUBJECT: Discussion & Possible Action Regarding Resolution No. 2022-09; Establishing a

Conflict of Interest Code

STAFF RECOMMENDATION

For the Board to adopt Resolution No. 2022-09; Establishing a Conflict of Interest Code.

BACKGROUND

A local agency's conflict of interest code must reflect the current structure of the organization and properly identify officials and employees who should be filing Statements of Economic Interests (Form 700s). A code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Form 700s. It helps provide transparency in local government as required under the Political Reform Act.

To ensure conflict of interest codes remain current and accurate, each local agency is required to review its code at least every even-numbered year. The County Board of Supervisors is the code reviewing body for county agencies. This Resolution was last updated on January 20, 2021.

The only substantive modification made was to the disclosure category wherein the Executive Management Analyst position was added.

FISCAL IMPACT

None

ATTACHMENT(S)

Resolution No. 2022-09 & Appendix

RESOLUTION NO. 2022-09 A RESOLUTION OF THEBOARD OF DIRECTORS OF THEPHELAN PINON HILLS COMMUNITY SERVICES DISTRICT ADOPTING A CONFLICT OF INTEREST CODE

WHEREAS, the Phelan Pinon Hills Community Services District ("the District") is a community services district organized and operating pursuant to California Government Code Section 61000 et seq., and a local government agency subject to the requirements of the Political Reform Act of 1974 ("the Act"), California Government Code Section 81000 et seq.;

WHEREAS, Section 87300 of the Act requires all local government agencies to adopt and promulgate conflict of interest codes pursuant to the provisions of the Act;

WHEREAS, the Fair Political Practices Commission ("the FPPC") has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code which can be incorporated by reference, and which may be amended by the FPPC after public notice and hearings to conform to amendments in the Act; and

WHEREAS, the District desires to comply with its statutory requirements under the Act and to provide a method to ensure that its Conflict of Interest Code is current and consistent with the prevailing provisions of the Act and the regulations of the FPPC.

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

Section 1.

The terms of 2 Cal. Code of Regs. Section 18730, and any amendments to it duly adopted by the FPPC, are hereby incorporated herein by this reference and, along with the attached Appendix in which members and employees are designated and disclosure categories are set forth, shall constitute the District's Conflict of Interest Code. In the event of any inconsistency between the attached Appendix and the prevailing provisions of the Act and/or the applicable regulations of the FPPC, the Act and the FPPC regulations shall control.

Section 2.

Designated officials shall file statements of economic interest with the District which will then be made available to the public for inspection and reproduction. Upon receipt of the statements from the District's Board of Directors and General Manager, the Secretary of the District shall make and retain a copy and forward the original of said statements to the County Clerk of the County of San Bernardino. Statements for all other designated officials will be retained by the District Secretary.

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This Resolution supersedes Resolution No. 2021-01 adopted by the District's Board of Directors on January 20, 2021, and shall take effect immediately upon its adoption.

| ADOPTED this 2 nd day of March, 2022, by the following vote: | | | | |
|--|-------------------------------|--|--|--|
| AYES: NOES: ABSTAIN: ABSENT: | | | | |
| | President, Board of Directors | | | |
| ATTEST: Board Secretary | | | | |

APPENDIX

CONFLICT OF INTEREST AND DISCLOSURE CODE

SECTION 1. TABLE OF CONTENTS

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SECTION 2. ADOPTION OF CODE

The Phelan Pinon Hills Community Services District ("the District") in the County of San Bernardino hereby adopts this Conflict of Interest and Disclosure Code ("Code"). The provisions of this Code are additional to the requirements of the Political Reform Act of 1974, California Government Code Section 81000 et seq. ("the Act"), the regulations of the Fair Political Practices Commission adopted in connection therewith, 2 California Code of Regulations Section 18109 et seq. ("the Regulations"), and other laws pertaining to conflicts of interest. Except as otherwise indicated, the definitions of the Act, the Regulations, and any amendments thereto, are incorporated herein and this Code shall be interpreted in a manner consistent therewith.

SECTION 3. DESIGNATED POSITIONS

The positions listed on Exhibit "B" are designated positions. Persons holding those positions are deemed to participate in the making of decisions which may foreseeably have a material effect on a financial interest.

SECTION 4. ECONOMIC DISCLOSURE STATEMENTS

Designated positions are assigned to one or more of the disclosure categories set forth on Exhibit "A." Each person holding a designated position shall file a statement disclosing his/her interest in investments, business positions, real property, and income, designated as reportable under the category to which his/her position is assigned on Exhibit "B."

SECTION 5. PLACE AND TIME OF FILING

- 5.01 Persons holding designated positions which are added to the Code shall file an initial statement within 30 days after the effective date of the Code.
- 5.02 Persons appointed, promoted, or transferred to designated positions shall file an assuming office statement with the District within 30 days after assuming the position.
- 5.03 Annual statements shall be filed with the District by April 1st by all persons holding designated positions. Such statements shall cover the period of the preceding calendar year or from the date of the last statement filed.
- 5.04 Leaving office statements shall be filed with the District within 30 days of leaving a designated position. Such statements shall cover the period from the closing date of the last statement filed to the date of leaving the position.
- 5.05 An individual who resigns a designated position within 12 months following initial appointment or within 30 days of the date of a notice mailed by the filing officer of the individual's filing obligation, whichever is earlier, is not deemed to assume or leave office, provided that during the period between appointment and resignation, the individual does not make, participate in making, or use the position to influence any decision of the District, or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position. Within 30 days of the date of a notice mailed by the filing officer, the individual shall do both of the following:
 - A. File a written resignation with the appointing power.
 - B. File a written statement with the filing officer signed under the penalty of perjury stating that the individual, during the period between appointment and resignation, did not make, participate in the making or use the position to influence any decision of the District or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

SECTION 6. CONTENTS OF ECONOMIC DISCLOSURE STATEMENTS

Statements shall be made on forms supplied by the District, and shall contain the following information.

- 6.01 When an investment, or an interest in real property, is required to be reported, the statement shall contain:
 - A. A statement of the nature of the investment or interest;
 - B. The name of the business entity in which each investment is held, and a general description of the business activity in which the business is engaged;
 - C. The address or other precise location and the use of the real property;
 - D. A statement whether the fair market value of the investment or interest in real

property equals or exceeds two thousand dollars (\$2,000) but does not exceed ten thousand dollars (\$10,000), whether it exceeds ten thousand dollars (\$10,000) but does not exceed one hundred thousand dollars (\$100,000), whether it exceeds one hundred thousand dollars (\$100,000) but does not exceed one million dollars (\$1,000,000) or whether it exceeds one million dollars (\$1,000,000); and

- E. If any otherwise reportable investment or interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the date of acquisition or disposal shall be reported.
- 6.02 When income is required to be reported, the statement shall contain:
 - A. The name and address of each source of income aggregating five hundred dollars (\$500) or more in value, or fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any of each source;
 - B. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was at least five hundred dollars (\$500) but did not exceed one thousand dollars (\$1,000), whether it was in excess of one thousand dollars (\$1,000) but not greater than ten thousand dollars (\$10,000), whether it was greater than ten thousand dollars (\$10,000) but not greater than one hundred thousand dollars (\$100,000), or whether it was greater than one hundred thousand dollars (\$100,000);
 - C. A description of the consideration, if any, for which the income was received;
 - D. In the case of a gift, the amount or value and the date on which the gift was received and the name, address, and business activity, if any, of the intermediary or agent and the actual donor;
 - E. In case of a loan, the annual interest rate and security, if any, given for the loan; and
 - F. The first report filed by a person holding a designated position shall disclose any reportable investments, interests in real property, business positions, and income received during the previous 12 months.
- 6.03 When the filer's pro rata share of income to a business entity or trust, including income to a sole proprietorship, is required to be reported, the statement shall contain:
 - A. The name, address, and a general description of the business activity of the business entity; and
 - B. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such persons was equal to or

greater than ten thousand dollars (\$10,000) during a calendar year.

- 6.04 When business positions are required to be reported, the statement shall contain:
 - A. The name, address, and a general description of the business entity;
 - B. The filer's job title or position; and
 - C. A statement whether the position was held throughout the entire reporting period and the dates the position was commenced or terminated, if not held during the entire reporting period.

SECTION 7. DISQUALIFICATION

Persons holding designated positions shall disqualify themselves from making or participating in the making or in any way attempting to use their official position to influence a governmental decision when it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on:

- 7.01 The financial status of the person holding a designated position or that of his or her spouse or dependent children;
- 7.02 Any business entity located in, doing business in, owning real property in, or planning to do business in the jurisdiction of the person holding a designated position, in which said person, or his or her spouse or dependent child, has a reportable investment of \$2,000 or more;
- 7.03 Any real property located in the jurisdiction of the person holding a designated position and said person, or his or her spouse or dependent child, has a reportable interest of \$2,000 or more in that real estate;
- 7.04 Any person, business entity, or nonprofit entity located in, doing business in, owning real property in, or planning to do business in, the jurisdiction of the person holding a designated position, from which said person or his or her spouse has received reportable income, other than loans by a commercial lending institution in the regular course of business, aggregating five hundred dollars (\$500) or more in value within twelve months prior to the time the decision is made;
- 7.05 Any person, business entity, or nonprofit entity from which the person holding a designated position has received a reportable gift aggregating five hundred dollars (\$500) or more in value within twelve months prior to the time the decision is made; and
- 7.06 Any business entity, other than a nonprofit organization, in which the person holding a designated position is a director, officer, partner, trustee, employee, or holds any position of management.

SECTION 8. ADOPTION BY INCORPORATION

Adoption by incorporation by reference of the terms of this Code along with the

designation of employees and the formulation of disclosure categories in the Exhibits referred to above constitute the adoption and promulgation of a Conflict of Interest and Disclosure Code.

CONFLICT OF INTEREST AND DISCLOSURE CODE

Exhibit "A"

CATEGORY 1

Persons in this category shall disclose all interest in real property within the jurisdiction. Real property shall be deemed to be within the jurisdiction if the property or any part of it is located within or not more than two miles outside the boundaries of the jurisdiction or within two miles of any land owned or used by the District.

CATEGORY 2

Persons in this category shall disclose all investments and business positions.

The Act defines investment as follows:

"Investment" means any financial interest in or security issued by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments,

and any partnership or other ownership interest owned directly, indirectly, or beneficially by the public official, or other filer, or his or her immediate family, if the business entity or any parent, subsidiary, or otherwise related business entity has an interest in real property in the jurisdiction, or does business or plans to do business in the jurisdiction, or has done business within the jurisdiction at any time during the two years prior to the time any statement or other action is required under this title. No asset shall be deemed an investment unless its fair market value equals or exceeds two thousand dollars (\$2,000). The term "investment" does not include a time or demand deposit in a financial institution, shares in a credit union, any insurance policy, interest in a diversified mutual fund registered with the Securities and Exchange Commission under the Investment Company Act of 1940 or in a common trust fund created pursuant to Section 1564 of the Financial Code, interest in a government defined-benefit pension plan, or any bond or other debt instrument issued by any government or government agency. Investments of an individual include a pro rata share of investments of any business entity, mutual fund, or trust in which the individual or immediate family owns, directly, indirectly, or beneficially, a 10-percent interest or greater.

According to the Act, a business position is a position of director, officer, partner, trustee, employee, or any position of management in any organization or enterprise operated for profit, including but not limited to a proprietorship, partnership, firm, business trust, joint venture, syndicate, corporation or association.

CATEGORY 3

Persons in this category shall disclose all income as defined in Government Code Section 82030.

CATEGORY 4

Persons in this category shall disclose all business positions, investments in, or income

(including gifts and loans) received from business entities that manufacture, provide or sell service and/or supplies of a type utilized by the District and associated with the job assignment of designated positions assigned to this disclosure category.

CATEGORY 5

Consultants who are not employed as full-time staff members of the District shall nonetheless be included as a designated employee and subject to the disclosure requirements herein. However, those consultants whose positions are marked with an asterisk (*) in Exhibit "B" of this Code, or any other consultants which may be hired, may not be required to fully comply with the disclosure requirements herein where the range of duties which they are hired to perform is limited in scope. Such determination shall be made in writing by the General Manager of the District and shall include a description of the consultant's duties and, based upon that description, a statement of the extent of the consultant's disclosure requirements, if any. This determination is a public record and shall be retained for public inspection in the same manner and location as this Code.

CONFLICT OF INTEREST AND DISCLOSURE CODE

Exhibit "B"

| <u>DESIGNATED POSITIONS</u> | DISCLOSURE CATEGORIES |
|---|-----------------------|
| Director | 1-3 |
| General Manager | 1-3 |
| Treasurer | 1-3 |
| Assistant General Manager/CFO | 4 |
| Water Operations Manager | 4 |
| Human Resources Manager / Executive Secretary | 4 |
| Engineering Manager | 4 |
| Executive Management Analyst | 4 |
| Consultant* | 5 |

Agenda Item 6b

Discussion & Possible Action Regarding Temporary Facility Use Agreement with Asplundh Construction for APN 3066-26-110



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: March 2, 2022

TO: Board of Directors

FROM: Don Bartz, General Manager

By: Kim Ward, HR Manager/Executive Secretary

SUBJECT: Discussion & Possible Action Regarding Temporary Facility Use Agreement with

Asplundh Construction for APN 3066-26-110

STAFF RECOMMENDATION

For the Board to authorize staff to prepare and execute a new Temporary Facility Use Agreement with Asplundh Construction for APN 3066-26-110 to extend the use period to August 20, 2022.

BACKGROUND

Asplundh Construction approached the District regarding utilizing APN 3066-26-110, the vacant lot next to the District Office, for a light duty construction yard for the storage of commercial autos, trailers, and equipment for the jobs in which it is involved in. On March 3, 2021, the Board approved a facility use agreement for \$2,500 per month for a term of 8 months.

On November 17, 2021, an extension until April 20, 2022, was authorized and the monthly fee increased to \$5,000. The term is set to expire April 20, 2022, and Asplundh Construction has requested an additional extension until August 20, 2022, and has offed to increase the fee from \$5,000/month to \$6,500/month for the period of April 20, 2022 – August 20, 2022. After the term expires, Asplundh Construction requests use of the site on a month-to-month consideration until construction of the District's projects begins.

FISCAL IMPACT

Additional revenue of \$26,000

ATTACHMENT(S)

Existing Facility Use Agreement

FACILITY USE AGREEMENT

THIS AGREEMENT is made this 17th day of November, 2021, by and between PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT, a public agency (hereinafter "the District"), and Asplundh Construction, Inc. (hereinafter "User").

RECITALS

- A. The District is the owner of certain real property, APN #3066-261-10, located on Sheep Creek Road in Phelan, California ("the Property").
- B. User wishes to temporarily use approximately five (5) acres of the Property as depicted in Exhibit "A" attached hereto and incorporated herein by this reference ("the Premises") for the purpose of operating a dust-free, light duty construction yard for the storage of commercial autos, trailers, and equipment for the jobs in which it is involved thereon.
- C. The purpose of this Agreement is to set forth the terms and conditions under which the District will permit User to temporarily use the Premises.

COVENANTS

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

Section 1. TEMPORARY USE OF PREMISES

Subject to User's satisfactory compliance with all of the terms and conditions set forth herein as determined by the District in the exercise of its sole discretion, the District hereby permits User to temporarily use the Premises beginning on or about November 17, 2021, and ending April 20, 2022, in the limited manner as strictly provided in this Agreement and in accordance with all rules, regulations, and requirements of the District. Notwithstanding anything to the contrary, the District expressly reserves the right and prerogative to revoke such permission, adjust the location of the Premises, and to terminate User's entitlements herein at any time in the exercise of the District's sole discretion.

Section 2. FEES

- (a) Amount. In consideration for temporary use of the Premises, User shall pay a fee to the District in an amount of \$5,000 per month ("Fee") prior to the beginning of the Term.
- (b) <u>Security Deposit</u>. Concurrently with User's execution of this Agreement, User shall deposit with the District a cash sum in the amount of \$2,500 ("Security Deposit"). The District shall hold the Security Deposit as security for the performance of User's obligations under this Agreement. If User defaults on any provision of this Agreement, the District may (but

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

Section 3. PURPOSE OF USE

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

Section 4. NO WASTE, NUISANCE, OR UNLAWFUL USE

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

Section 5. REPAIRS AND MAINTENANCE

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

Section 6. ACCESS TO PREMISES AND OTHER PROPERTY INTERESTS

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

Section 7. NON-DISCRIMINATION

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

Section 8. NO REPRESENTATIONS OR WARRANTIES

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

Section 9. LIABILITY FOR DAMAGES

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

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

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

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

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

Section 10. HOLD HARMLESS

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

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

Section 11. INSURANCE

- (a) <u>Security</u>. The District reserves the right to demand at any time during the term of this Agreement and any extensions thereof that User procure and maintain bonds from an acceptable surety, cash deposits, or other form of security in amounts and upon terms deemed sufficient by the District in its sole discretion to protect the District from any and all exposure to loss or liability.
- (b) <u>Coverage</u>. In addition, User shall procure and maintain during the term of this Agreement and any extensions thereof such policies of insurance as will protect it and the District in such a manner and in such amounts as set forth below. The premiums for such insurance coverage shall be paid by User. The failure to comply with these insurance requirements may constitute a material breach of this Agreement at the sole discretion of the District.
- (1) <u>Certificates of Insurance</u>. No later than ten (10) calendar days after execution of this Agreement, User shall furnish the District with Certificates of Insurance and endorsements verifying the insurance coverage required by this Agreement is in full force and effect. The District reserves the right to require complete and accurate copies of all insurance policies required under this Agreement.
- (2) <u>Required Provisions</u>. The insurance policies required by this Agreement shall include the following provisions or have them incorporated by endorsement(s):
- (i) Primary Coverage. The insurance policies provided by User shall be primary insurance and any self-insured retention and/or insurance carried by or available to the District or its employees shall be excess and non-contributory coverage so that any selfinsured retention and/or insurance carried by or available to the District shall not contribute to any loss or expense under User's insurance.
- (ii) <u>Additional Insured</u>. The policies of insurance provided by User, except Workers' Compensation, shall include as additional insureds: the District, its directors, officers, employees, and agents when acting in their capacity as such in conjunction with the performance of this Agreement. Such policies shall contain a "severability of interests" provision, also known as "Cross liability" or "separation of insured".
- (iii) <u>Cancellation</u>. Each certificate of insurance and insurance policy shall provide that the policy may not be non-renewed, canceled (for reasons other than non-payment of premium) or materially changed without first giving thirty (30) days advance written notice to the District, or ten (10) days advance written notice in the event of cancellation due to non-payment of premium.
- (iv) Waiver of Subrogation. The insurance policies provided by User shall (1) contain a waiver of subrogation against the District, its directors, officers, employees and agents for any claims arising out of this Agreement, or (2) allow User to waive subrogation, in writing, before any loss, in which case this provision of the Agreement shall be

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

- (v) <u>Claim Reporting</u>. User shall not fail to comply with the claim reporting provisions or cause any breach of a policy condition or warranty of the insurance policies required by this Agreement that would affect the coverage afforded under the policies to the District.
- (vi) <u>Deductible/Retention</u>. If the insurance policies provided by User contain deductibles or self-insured retentions, any such deductible or self-insured retention shall not be applicable with respect to the coverage provided to the District under such policies. User shall be solely responsible for any such deductible or self-insured retention and the District, in its sole discretion, may require User to secure the payment of any such deductible or self-insured retention by a surety bond or an irrevocable and unconditional letter of credit.
- (3) <u>Insurance Company Requirements</u>. User shall provide insurance coverage through insurers that have at least an "A" Financial Strength Rating and a "VII" Financial Size Category in accordance with the current ratings by the A. M. Best Company, Inc. as published in *Best's Key Rating Guide* or on said company's web site. In addition, any and all insurers must be admitted and authorized to conduct business in the State of California and be a participant in the California Insurance Guaranty Association, as evidenced by a listing in the appropriate publication of the California Department of Insurance.
- (4) <u>Policy Requirements</u>. The insurance required under this Agreement shall meet or exceed the minimum requirements as set forth below:
- (i) Workers' Compensation. User shall maintain Workers' Compensation insurance as required by law in the State of California to cover User's obligations as imposed by federal and state law having jurisdiction over User's employees and Employers' Liability insurance, including disease coverage, of not less than \$1,000,000. Even if User contends that it has no employees, User shall obtain a policy to cover its potential exposure on a payroll basis of "if any" for the workers' classification applicable to User's occupancy under this Agreement.
- General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. The policy shall include, but not be limited to, coverage for bodily injury, property damage, fire legal liability, personal injury, products, completed operations and contractual to cover, but not be limited to, the liability assumed under the indemnification provisions of this Agreement. In the event the Comprehensive General Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years after expiration or termination of this Agreement.
- (iii) <u>Automobile Liability</u>. User shall maintain a Commercial Automobile Liability insurance with a combined single limit for bodily injury and property

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

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

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

Section 12. EFFECT OF DISTRICT'S WAIVER

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

Section 13. ATTORNEYS' FEES

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

Section 14. NOTICE

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

To the District: Phelan Pinon Hills Community Services District

4176 Warbler Road P.O. Box 294049

Phelan, CA 92329-4049 Attention: General Manager

To User: Asplundh Construction

7431 Walnut Ave

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

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

Section 15. SUCCESSORS AND ASSIGNS

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

Section 16. INUREMENT

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

Section 17. INTEGRATION AND AMENDMENT

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

Section 18. CAPTIONS

The captions of sections and subsections of this Agreement are for reference only and are not to be construed in any way as a part of this Agreement.

Section 19. INTERPRETATION AND ENFORCEMENT

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

Section 20. TIME OF THE ESSENCE

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

Section 21. AUTHORITY

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

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

DISTRICT

By: Phelan Pinon Hills Community Services District General Manager

USER

Josh Stewart, Region 211 Regional Manager

Asplundh Construction, Inc.

Agenda Item 6c

Update on the Proposed Civic Center & Phelan Park Expansion Projects



A. 4176 Warbler Road P.O. Box 294049 Phelan, CA 92329

W. www.pphcsd.org

P. (760) 868-1212 F. (760) 868-2323

MEMORANDUM

DATE: March 2, 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 6d

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



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: March 2, 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



A. 4176 Warbler Road P.O. Box 294049 Phelan, CA 92329

P. (760) 868-1212 F. (760) 868-2323

W. www.pphcsd.org

SPECIAL LEGISLATIVE COMMITTEE MEETING MINUTES

February 17, 2022 Phelan Community Center 4128 Warbler Road, Phelan, CA 92371 & Remotely Via Zoom or Conference Call

Board Members Present: Deborah Philips, Chair

Kathy Hoffman, Board President

Board Members Absent: None

Staff Present: Kim Ward, HR Manager/Executive Secretary

Guests/Public: Cheryl Rhoden

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** – Cheryl Rhoden may have comments after the staff report.

3) Approval of Minutes

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

4) Update from Representatives

County Supervisor

Sam Shoup, Field Representative for Supervisor Cook, reported on partial funding for widening of Phelan Rd. Operation Hammerstrike had a very successful week. He will look into the status of the planned traffic light on Phelan Rd. and Clovis Rd.

State Assembly

Kassie Vickers, Field Representative for Assemblyman "Smitty" Smith, reported that AB AB1400 died and thanked everyone for the opposition calls over the last few weeks. She discussed newly introduced bills AB1725 – an amendment for illegal cannabis cultivation penalties, AB1874 – to change price cap for unlicensed contract work, AB 2105 – reduces contractor license fees for Veterans, and AB2333 – protects peace officers and immediate families (reintroduction of AB2).

5) Staff Reports/Committee Comments

Ms. Ward reported that staff recommends to not move forward with the ballot measure at this time and to revisit it in a couple years. The ballot measure will be removed from the CIP Budget.

6) Review of Action Items

- a) **Prior Meeting** None
- b) **Current Meeting** None
- 7) **Set Agenda for Next Meeting** May 12, 2022

8) Adjournment

With no further business before the Committee, the meeting adjourned at 3:09 p.m.

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

Staff & General Manager's Report





Assistant General Manager / CFO's Report

2022 January

FINANCIAL DATA:

| Enterprise Fund (Water Operations) | | | | | |
|------------------------------------|--------------|----------------|----------------|------------|--|
| | | | | % of Total | |
| | January | YTD | Total Budget | Budget | |
| Operational Revenue | \$439,527.67 | \$4,530,830.97 | \$6,860,395.16 | 66% | |
| Operational Expenses | \$490,842.30 | \$4,231,404.79 | \$7,373,585.19 | 57% | |
| Net Income (Loss) | -\$51,314.63 | \$299,426.18 | -\$513,190.03 | -58% | |
| | | | | | |
| Non-Operational Revenue | \$145,840.80 | \$1,068,826.65 | \$2,274,392.05 | 47% | |
| Non-Operational Expenses | \$132,841.85 | \$87,930.31 | \$1,150,755.95 | 8% | |
| Net Income (Loss) | \$12,998.95 | \$980,896.34 | \$1,123,636.10 | 87% | |
| | | | | | |
| Total Revenue | \$585,368.47 | \$5,599,657.62 | \$9,134,787.21 | 61% | |
| Total Expense | \$623,684.15 | \$4,319,335.10 | \$8,524,341.14 | 51% | |
| Total Net Income (Loss) | -\$38,315.68 | \$1,280,322.52 | \$610,446.07 | 210% | |

Capital Outlay/Principal Pmts/C6

\$1,819,384.91 \$2,883,400.00

| Government Funds (Parks, Street Lighting, Solid Waste & Recycling) | | | | | |
|--|-------------|----------------|----------------|------------|--|
| | | | | % of Total | |
| | January | YTD | Total Budget | Budget | |
| Operational Revenue | \$39,454.52 | \$297,504.40 | \$448,426.55 | 66% | |
| Operational Expenses | \$38,148.89 | \$330,257.78 | \$723,642.29 | 46% | |
| Net Income (Loss) | \$1,305.63 | -\$32,753.38 | -\$275,215.74 | 12% | |
| | | | | | |
| Non-Operational Revenue | \$25,691.60 | \$812,502.05 | \$1,192,617.93 | 68% | |
| Non-Operational Expenses | \$66.49 | \$89,819.83 | \$3,277.60 | 2740% | |
| Net Income (Loss) | \$25,625.11 | \$722,682.22 | \$1,189,340.33 | 61% | |
| | | | | | |
| Total Revenue | \$65,146.12 | \$1,110,006.45 | \$1,641,044.48 | 68% | |
| Total Expense | \$38,215.38 | \$420,077.61 | \$726,919.89 | 58% | |
| Total Net Income (Loss) | \$26,930.74 | \$689,928.84 | \$914,124.59 | 75% | |

| GOVERNMENT FUNDS: | General | Parks and Rec | Street Lighting | Property Tax | Solid Waste | Total |
|-------------------------|------------|---------------|-----------------|--------------|-------------|--------------|
| Revenue YTD | 123,693.02 | 6,657.15 | -14.40 | 814,017.32 | 165,653.36 | 1,110,006.45 |
| Expense TYD | 91,211.58 | 305,914.32 | 2,991.02 | 2,012.89 | 17,947.80 | 420,077.61 |
| Total Net Income (Loss) | 32,481.44 | -299,257.17 | -3,005.42 | 812,004.43 | 147,705.56 | 689,928.84 |

| | Enterprise | Government | Total |
|----------------|-----------------|----------------|-----------------|
| Cash Available | \$1,158,767.36 | \$7,474,123.98 | \$8,632,891.34 |
| Cash Reserves | \$10,901,977.70 | \$639,597.00 | \$11,541,574.70 |
| Total Cash | \$12,060,745.06 | \$8,113,720.98 | \$20,174,466.04 |

ADMINISTRATIVE DATA: January 2022

| Water Consumption (HCF) | : | October | November | December | January |
|-------------------------|-----------|---------|----------|----------|---------|
| | 2021/2022 | 92,468 | 71,157 | 72,636 | 72,762 |
| | 2020/2021 | 105,801 | 72,249 | 70,506 | 57,387 |
| | 2019/2020 | 90,410 | 69,686 | 46,047 | 55,280 |
| | | | | | |
| Meters In Ground: | | October | November | December | January |
| | 2021/2022 | 7132 | 7135 | 7141 | 7150 |
| Meter Permits Issued: | | October | November | December | January |
| | 2021/2022 | 11 | 5 | 7 | 6 |
| Lock-offs: | | October | November | December | January |
| | 2021/2022 | 0 | 0 | 0 | 132 |

Note: SB998 rules adopted by the District were effective February 1, 2020. First disconnections under the new rules were scheduled for March 2020.

Due to COVID-19 disconnections were deferred beginning March 16, 2020.

| | January | | January | |
|---------------------------------|----------|---------|--------------|---------|
| Customer Service A/R Activities | Quantity | | \$ Received | |
| Payments | | | | |
| Cash | 393 | 6.81% | \$49,252.24 | 6.76% |
| Check | 587 | 10.18% | \$206,162.89 | 28.29% |
| Credit Card (counter) | 162 | 2.81% | \$49,052.02 | 6.73% |
| Mail | 1,411 | 24.46% | \$107,432.67 | 14.74% |
| Online | 3,215 | 55.74% | \$316,828.14 | 43.48% |
| TOTAL | 5,768 | 100.00% | \$728,727.96 | 100.00% |

| Payments Received and Processed | January Quantity | Enterprise | Government |
|---|---------------------|--------------------|------------|
| Water | 5,750 | 5,750 | |
| Gvmt (Rentals, Classes, Franchise fee, et | 18 | | 18 |
| _ | 5,768 | 5,750 99.7% | 18 0.3% |

| | January | | |
|--|----------|--------------------|------------|
| Customer Service Other Activities | Quantity | Enterprise | Government |
| Service Orders Processed | 573 | 573 | |
| Assisted Customers at Counter | 1,142 | 1,124 98.4% | 18 1.6% |
| | 1,715 | 1,697 | 18 |

Engineering Manager's Report March 2, 2022

Alternative Energy - 1.16 MW Solar Photovoltaic

The generation report from November to December has been disconnected. A customer ticket was issued to resolve the SunPower Portal reporting with their customer service team. Reporting during this period will be included in the February Manager's report. Monthly generation reports are issued the second week of the following month.

The District is scheduled to register its solar generation, Renewable Energy Credits (REC's), with the U.S. Department of Energy, Energy Information Administration (EIA) no later than March 4, 2022 for 2021 generation. The District has registered 2,658 MWh (2,657,613 kWh) for the year 2020.

Scheduled services are part of 10-year SunPower Operations and Maintenance contract. The O&M contract includes two (2) module cleanings each year through October 2025. The District is into its 7th year of the contract, beginning early November each year, and expires in 2026. Included are two solar module cleaning, in early Spring and Summer for maximize generation. Annual preventative maintenance work was performed on February 25. Maintenance includes, IR imaging, IV curve tracing, torque checks, inverter cleaning, and tracker greasing.

Geographic Information System (GIS)

Mobile access to the GIS data is secured using Single Sign-on (SSO) and virtual private network (VPN) connections. This is possible with the ESRI small utility agreement with access to all ESRI's software and tools. SEDARU is another component to mobile application with continue to provide system logging, system maintenance, service and work orders processes integrated with Tyler, hydraulic model, and positive response DigAlert.

Water system and facilities as-built plans are now mobile accessible, by staff, through Portal providing immediate access to infrastructure information. Wells, booster stations and reservoir sites will be included concluding updated imagery and photos. A Capital Improvement Project (CIP) and mainline extension dashboards is now in-place. Staff has developed a beta test version of a digital mobile application for vehicle logging. The application could be deployed in mid-March. A mobile system backflow management application is in design.

Reservoir 6A, Pressure Zone 7 Expansion (nothing new to report)

Staff recommends expanding Pressure Zone 7 with the installation of water pipeline at two locations: Mescalero Road, between Quail Road and Snowline Road, with 740 LF of proposed 6-inch water pipeline; and Piñon Hills Road, between Nielson Road and Maria Road, with 1,300 LF of proposed 8-inch water pipeline. Design plans were prepared in-house. The installation is proposed to be constructed by field staff. The hydraulic model validated the Pinon Hills Road water pipeline project will improvement system pressure performance west of Mountain Road on Maria Road. This

project is listed under the priority table of the Water Master Plan CIP table and proposed budgeted for FY 2022-2023. The Water Master Plan has proposed capacity at Reservoir site 6A with an additional 2.2 MG. Preliminary layout proposes a tank between Sheep Creek's tank and the existing District's 0.42 MG.

Civic Center / Community Center and Future Phelan Park expansion

The second comment from County for grading plan/utility plan for the Civic Center and the Sheep Creek Road Street Improvement plan have been addressed and resubmitted and waiting for County comments as well for the Landscape Plan and construction documents for the Civic Center building. Staff is reviewing the draft IS/MND CEQA study.

Assembly Bill 52 (AB 52), which became law January 1, 2015, requires that public agencies formally consult with California Native American Tribes that request such consultation in writing. As part of California Environmental Quality Act (CEQA) review process, the consultation seeks to identify potential impacts to a new category of resource called Tribal Cultural Resources (TCRs). The designation of a TCR considers tribal cultural values in addition to scientific and archaeological values when determining potential impacts and mitigation. An impact to a TCR may result in a significant impact under CEQA. Notices were mailed out on February 9th per AB52 requirements. They are given 30-days to response. District has received a response, with "no comments" from the Quechan Indian Tribe. The County has also received a copy for comments.

Permission was granted by the benefiters of Sahara Road, SJUSD and Gary Van Dam (property owner of APN 3066-251-05 and -06). Written permission was conditioned to proceed with the abandonment process. The ingress and egress easement, for APN's 3066-251-05 and -06. District legal is reviewing the documents prior to signature.

Future Well No. 15 and 16

The purchase of the east 5.0-acre portion of the 40-acre parcel has closed escrow in early October. Dodson and Associates is preparing the Environment Report (CEQA) for future well no. 15. The District anticipates delivery for review in the next week. This project includes approximately 5,900 LF of 12-inch water pipeline from well 15 to reservoir Site 2-2 on Sheep Creek Road.

The District has received the CEQA study for review. We are proposing to finalize the study next week and circulate the project for public review. Early March is the target date for notification. Staff will begin design of Well 15 and the transmission pipeline.

Water Mainline Extension Projects

Joshua St. Water Pipeline extension 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. First plan check was completed on March 3, 2021, for Donovan Development. Second plan check completed on April 27th. Pending County Fire Department approval. The owner has misplaced the corrections and requested a copy of the plan check. The owner is moving forward with County Fire approval.

Salerno Rd. Water Pipeline extension 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. First plan check was returned on March 30, 2021.

Acanthus St. Water Pipeline extension 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 on April 14, 2021.

Sequoia Rd. Water Pipeline extension 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. Plans were prepared by Capstone Engineering Incorporated. Approved design plans are pending pre-construction meeting.

Lager Rd. Water Pipeline extension to serve APN 3066-471-22, -23, -24, & -25

Proposed 939 Linear Feet of 8-inch PVC water pipeline, located on Lager Road between White Fox Trail and Yucca Terrace Drive. Design plans are approved, and a pre-construction was held on the 21st of December. Pending material, contractor to begin in February

Beekley Rd. Water Pipeline extension 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.

Solano Rd. Water Pipeline extension to serve APN 3068-171-19 & -20

Proposed 660 Linear Feet of 8-inch PVC water pipeline, located on Solano Road, west of Crystal Aire Road. Plans prepared by TRLS Engineering for Rashidian. Second plan check completed and approved. Pending County Fire signature and final plans for District signature.

San Bernardino County Public Works Projects (nothing new to report)

Phelan Road Intersection Improvements

The San Bernardino County Public Works Department is set to begin work on early October 2021. 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

Potholing was completed. No District facilities were impacted. Frontier Communications are set to relocate concrete encased conduits at Sonora Road in the next few months. Southwest Gas unable to confirm depth of lines along Phelan Road.

Baldy Mesa Road and Caughlin Road guardrail replacements

Guardrail replacement at the California Aqueduct. Work begins in early 2022.

Phelan Road Intersection Improvements

The County awarded an environmental clearance and design services consultant contract to EXP in June 2021. The scope of the project includes widening to five lanes with one center continuous left turn lane; pavement rehab or reconstruction; drainage improvements at Sheep Creek and Horse Canyon Channel, along with 25+/- other drainage structures; and, install traffic signal at Clovis Road.

The tentative schedule is as follows:

Project Approval/Environmental Document: Spring 2024

Final Plans & Right of Ways Acquisitions: Fall 2025

Construction: Spring 2026

The consultant, EXP, has requested as-builts, from the District, for the project in late August.

Director Reports

Correspondence/Information

BILLING SCHEDULE



February 1

- Bills mailed for **January 2022** charges

February 14

- Payment must be received by 5:00 p.m. to avoid disconnection for **December 2021** bill

February 15

-Disconnection date for **December 2021** bill

February 22

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

MARCH 2022

March 1

- Bills mailed for **February 2022** charges

March 15

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

March 16

-Disconnection date for **January 2022** bill

March 22

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

APRIL 2022

April 1

Bills mailed for March 2022 charges

April 18

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

April 19

Disconnection date for **February 2022** bill

April 21

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

Holiday Closures
President's Day- Monday February 21, 2022

Account Past Due?

Beginning January 2022, accounts that are past due will be subject to disconnection. To avoid interruption of service, please contact us ASAP to make a payment or to set up a payment arrangement.

WE ARE HERE TO HELP CONTACT US TODAY

For more information, to make a payment, or to set up a payment agreement:

760-868-1212 www.pphcsd.org





Make a payment by phone, website, or mail.



Need more time? Contact us today to make a payment arrangement. 84



All Classes
Held the Second Saturday of Each Month

10 AM

January 8th

Garden Design/Layout

February 12th

Starting Spring Seedlings

March 12th

Building Raised Beds

April 9th

Transplanting to Garden Bed

May 14th

Compost/Verma Compost

June 11th

Pest Control

July 9th

Mulch/Watering Wisely

August 13th

Feeding Plants

September 10th

Starting Winter Seedlings

October 8th

Harvest/Storing Vegetables and Fruits

November 12th

Using a Greenhouse

December 10th

Tree Planting and Pruning

CR&R SOLID WASTE SERVICES



FREE RECYCLING DROP-OFF



WHAT CAN I RECYCLE?

- Paper
- Clean Metal Cans
- Aluminum Cans
- Plastic Containers
- Clean Cardboard
- Glass Bottles & Jars

- Green Waste
- Catalogs
- Junk Mail
- Plastic #1- #7
- Cereal Boxes
- Clean Aluminum Foil

CALL TODAY 760-868-6353





Review of Action Items

Set Agenda for Next Meeting