



BOARD PACKAGE

July 6, 2022

Special Board Meeting – 5:00 p.m.

Regular Board Meeting – 6:00 p.m.

SPECIAL & REGULAR BOARD MEETING AGENDA

July 6, 2022 – 5:00 P.M. & 6:00 P.M.
Phelan Community Center
4128 Warbler Road, Phelan, CA 92371
& Via Conference Call (see below)

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

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

REMOTE PARTICIPATION INFORMATION:

Dial-in

1-720-707-2699
Meeting ID: 814 2197 5496
Passcode: 215078

Zoom

<https://us06web.zoom.us/j/81421975496?pwd=K0xmMGJZV3BGU1ItbVZBeEVqbGVhZz09>
Meeting ID: 814 2197 5496
Passcode: 215078

One-Tap Mobile

+16694449171,,81421975496#

Remote Comment Procedure:

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

SPECIAL BOARD MEETING – 5:00 P.M.

Call to Order – Pledge of Allegiance

Roll Call1) **Approval of Agenda**

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

3) **Recess to Closed Session**

Closed Session: Conference with Legal Counsel - Anticipated Litigation
(Government Code § 54956.9(d)(2))
One Potential Case

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

5) **Adjournment****REGULAR BOARD MEETING – 6:00 P.M.**

Call to Order – Pledge of Allegiance

Roll Call1) **Approval of Agenda**

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

a) **General Public**b) **Community Reports**

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

- 3) **Consent Items**
 - a) Approval of Board Minutes
 - b) Acceptance of Board Stipends/Reimbursements
 - c) Approval of Contractor Payments
 - d) Adoption of Resolution No. 2022-21; Authorizing Remote Teleconference Meetings for the Period of July 1, 2022, to July 31, 2022
 - e) Adoption of Resolution No. 2022-22; Appreciation for the Contributions Made by Charlie Johnson as a Member of the Board of Directors
- 4) **Matters Removed from Consent Items**
- 5) **Presentations/Appointments**
- 6) **Continued/New Agenda Items**
 - a) Discussion & Possible Action Regarding Replacement of Vacant Board Seat
 - b) Discussion & Possible Action Regarding Committee Assignments
 - c) Discussion & Possible Action Regarding General Manager Evaluation Process
 - d) Update on the Proposed Civic Center & Phelan Park Expansion Projects
 - e) 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 – July 20, 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

REGULAR BOARD MEETING MINUTES

June 15, 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

Board Members Absent: Mark Roberts, Director

Staff Present: Don Bartz, General Manager
George Cardenas, Engineering Manager
Kim Ward, HR Manager/Executive Secretary
Sean Wright, Water Operations Manager
Chris Cummings, Water Operations Assistant Manager

District Counsel: Steve Kennedy, General Counsel (Zoom)

Public: None

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**

Mr. Bartz requested to add an item to the Agenda: "Discussion & Possible Action Regarding Purchase of a District Vehicle." Vice President Philips moved to approve the Agenda as amended. Director Johnson seconded the motion. Motion carried 4-0.

2) **Public Comment**

a) **General Public**

None

b) **Community Reports**

- **School District** – Dr. Holman noted the end of the school year activities and the students and staff in attendance for the Earth Day Art Contest. He thanked the District for partnering with Snowline School District in support of the students.

3) Consent Items

Director Johnson requested to remove Item 3a. Director Johnson moved to approve the remainder of the Consent Items. Vice President Philips seconded the motion. Motion carried 4-0.

4) Matters Removed from Consent Items

Director Johnson noted an error on the Minutes. Director Johnson moved to approve the Minutes with the correction. Director Hoffman seconded the motion. Motion carried 4-0.

5) Presentations/Appointments

President Kujawa and Ms. Ward presented the 2022 Earth Day Art Contest Winners.

6) Continued/New Agenda Items**a) Public Hearing on Resolution No. 2022-19; Imposing Stage II Mandatory Restrictions on Water Use**

President Kujawa declared the Public hearing open at 6:17 pm.

1) Secretary's Report

Ms. Ward reported that the District received zero written protests, objections, or comments on Resolution No. 2022-19; Imposing Stage Two Mandatory Restrictions on Water Use.

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

Mr. Kennedy reported Notice of public hearing was published on June 2 and June 9, 2022, in the Daily Press and Notice of public hearing was also published on the District website and posted in the District office beginning June 1, 2022. The draft Resolution was available for public review in the District office or by request. Copies of the Resolution were made available in the District office and upon request Compliance with all legal requirements for this hearing within the manner and time specified in the Government Code.

3) Staff's Report

Mr. Bartz reported as follows:

On March 28, 2022, Governor Newsom directed the State Water Board to consider adopting an emergency regulation for urban water conservation. On May 24, 2022, the State Water Board adopted an emergency regulation. The emergency regulation was expected to take effect on or around June 16, 2022, dependent on the Office of Administrative Law process, but was filed on June 10th and went into immediate effect. The emergency regulation will remain in effect for one year from the effective date, unless the State Water Board acts to end, modify, or readopt it.

Stage Two Water Shortage measures include all of the existing Stage One measures and add, among other things:

- agricultural and commercial irrigation requirements
- prohibition of excessive irrigation and free flow of water

- the required use of a pool cover and filling of pools between specified hours only
- Drone surveillance, where necessary, to enforce the District's water conservation ordinance

Because the District is not anticipating a water shortage and is already experiencing an almost 20% reduction in water consumption over last year due to less agricultural activity, the individual conservation requirements with penalties are not being implemented at this time.

4) Public Comment, Protests, and Objections

There were no public comments, protests, or objections.

Vice President Philips moved to close the Public Hearing. Director Hoffman seconded the motion. Motion carried 4-0.

The Public Hearing was declared closed at 6:20 p.m.

b) Discussion & Possible Adoption of Resolution No. 2022-19; Imposing Stage II Mandatory Restrictions on Water Use

Staff Recommendation: For the Board to adopt Resolution No. 2022-19; Imposing Stage II Mandatory Restrictions on Water Use.

Mr. Bartz presented this item.

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

c) Discussion & Possible Action Regarding Solid Waste Collection Rates & Update of SB 1383 Compliance Timeline

Staff Recommendation: For the Board to accept the attached residential and commercial solid waste rate changes for FY 2022/2023 and to delay the implementation of commercial SB 1383 service until January 1, 2023.

Ms. Ward presented this item.

After discussion, Vice President Philips moved to approve the staff recommendation. President Kujawa seconded the motion. Motion carried 4-0.

d) Discussion & Possible Adoption of Resolution No. 2022-20; Establishing an Appropriations Limit for Fiscal Year 2022/2023

Staff Recommendation: For the Board to adopt Resolution 2022-20; Establishing an Appropriations Limit for Fiscal Year 2022/2023.

Mr. Bartz presented this item.

Director Johnson moved to approve the staff recommendation. Director Hoffman seconded the motion. Motion carried 4-0.

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

Staff Recommendation: None

Mr. Cardenas provided an update on the hearing for listing of the Western Joshua Tree as endangered, pending a decision following the public hearing. KTUA is working on a proposal for design of Phase III which includes the grant request portions. Notification as to whether or not the District received the \$2.7 million Land and Water Conservation Grant should be received by the end of the month.

No action taken; not an action item.

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

Staff Recommendation: None

Mr. Cardenas reported that a determination regarding funding the water rights will not be made until August or September and the state is waiting on the District's connection fee study for additional information.

No action taken; not an action item.

g) **Discussion & Possible Action Regarding Purchase of a Replacement Truck**

Staff Recommendation: For the Board to authorize staff to purchase a replacement vehicle in an amount not to exceed \$50,000.

Mr. Bartz presented this item,

After discussion, Director Hoffman moved to approve the staff recommendation. Vice President Philips seconded the motion. Motion carried 4-0.

7) **Committee Reports/Comments**

- a) **Antelope Valley Adjudication Committee (Ad Hoc)** – Director Johnson reported he attended the hearing on rampdown. He noted that unauthorized water production is to be addressed as well as metering wells.
- b) **Engineering Committee (Standing)** – The meeting was cancelled.
- c) **Finance Committee (Standing)** – Has not met.
- d) **Legislative Committee (Standing)** – Had not met.
- e) **Parks, Recreation & Street Lighting Committee (Standing)** – Has not met.
- f) **Waste & Recycling Committee (Standing)** – Met and discussed the item presented tonight.

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

Mr. Bartz reported the upcoming hearing on water producers that are not adjudicated. He noted that MWA provided maps on known wells and greenhouses in the District and staff will be requesting backflows be installed for customers with greenhouses.

Mr. Wright reported on the Sheep Fire and noted the utilization of the generators purchased with the CalOES grant.

Mr. Bartz noted Sheep Creek’s tunnel caught on fire and that the District can provide water to Sheep Creek, if necessary.

Mr. Kennedy reported on the status of electricity and cell service in Wrightwood and noted that there was no loss of life or structural damage as a result of the Sheep Fire. He thanked District staff for their assistance. Discussion about a mutual aid agreement.

9) **Reports**

a) **Director’s Report**

Hoffman – Nothing to report.

Philips – Nothing to report.

Johnson – Nothing to report.

b) **President’s Report** – A written report was in the packet.

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

11) **Review of Action Items**

a) **Prior Meeting Action Items** – None

b) **Current Meeting Action Items**

- Quarterly SB 1383 Progress Report
- Distribute Consolidation Tech. Memo’s Appendices to Board
- Forward Rampdown Email from MWA to Board

12) **Set Agenda for Next Meeting**

- Regular Board Meeting – July 6, 2022

15) **Adjournment**

With no further business before the Board, the meeting was adjourned at 7:02 p.m.

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

Rebecca Kujawa, President of the Board

Date

Kim Ward, HR Manager/Executive Secretary

Date



Agenda Item 3b

Acceptance of Board
Stipends/Reimbursements

Phelan Piñon Hills Community Services District

BOARD STIPEND & EXPENSE VOUCHER/REPORT

2022	AB1234 Compliant
*MAXIMUM PAID @ \$120 PER MEETING DAY AND LIMITED TO 10 MEETINGS PER MONTH	
Name: Charlie Johnson	Date: July 1, 2022

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

		Reimbursed @ 0.585	REIMBURSEMENT REQUESTED					CREDIT CARD EXPENSES			
Date of mtg. or event	A	Expense Description / Business Purpose	*Meeting (\$120 or N/C)	Miles	Mileage**	Meals	Lodging	Other	Meals	Lodging	Other
06/01/22		Board Meeting	120.00	13.80	8.07						
06/03/22		Technical Advisory Committee	120.00	0.00	-						
06/07/22		Lunch Meeting with GM	120.00	13.80	8.07						
06/09/22		MWA Board Meeting	120.00	0.00	-						
06/10/22		Review of Solid Waste Ordinance with Staff	120.00	0.00	-						
06/14/22		Meeting with GM Re: Personnel/Finance	120.00	13.80	8.07						
06/15/22		Board Meeting	120.00	13.80	8.07						
06/17/22		Meeting with Staff RE Upcoming Parks Events	120.00	0.00	-						
06/21/22		Meeting with GM Re: Planning/Resources/Engineering	120.00	13.80	8.07						
06/22/22		Watermaster Meeting	120.00	0.00	-						
					-						
					-						
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					-						
					-						
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					-						
Totals			1,200.00	69.00	40.37	-	-	-	-	-	-

<p>A: Board Approved? (section 2.4)</p> <div style="border: 1px solid black; background-color: yellow; padding: 5px; margin: 10px 0;"> <p>I certify the expenses listed above are related to my authorized travel according to the Phelan Piñon Hills Community Services District Policies.</p> </div> <p style="text-align: center;">Board member's signature below</p> <p style="text-align: center;"><i>Kim Ward on behalf of Charlie Johnson</i></p> <p style="text-align: center;">_____ Signature</p>	<p style="text-align: center;">Totals:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Acct # _____</td> <td style="width: 20%;">Meetings</td> <td style="width: 10%; text-align: right;">1,200.00</td> <td style="width: 10%;">Payroll</td> <td style="width: 10%;"></td> </tr> <tr> <td>_____</td> <td>Mileage</td> <td style="text-align: right;">40.37</td> <td>Board Mtg</td> <td></td> </tr> <tr> <td>_____</td> <td>Meals</td> <td style="text-align: right;">-</td> <td></td> <td></td> </tr> <tr> <td>_____</td> <td>Lodging</td> <td style="text-align: right;">-</td> <td></td> <td></td> </tr> <tr> <td>_____</td> <td>Other</td> <td style="text-align: right;">-</td> <td></td> <td></td> </tr> <tr style="border-top: 1px solid black; border-bottom: 3px double black;"> <td style="text-align: center;">Grand Total</td> <td></td> <td style="text-align: right;">1,240.37</td> <td></td> <td></td> </tr> </table>	Acct # _____	Meetings	1,200.00	Payroll		_____	Mileage	40.37	Board Mtg		_____	Meals	-			_____	Lodging	-			_____	Other	-			Grand Total		1,240.37			<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Meals</td> <td style="width: 10%; text-align: right;">-</td> <td style="width: 40%;"></td> </tr> <tr> <td>Lodging</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Other</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr style="border-top: 1px solid black; border-bottom: 3px double black;"> <td></td> <td style="text-align: right;">-</td> <td></td> </tr> </table>	Meals	-		Lodging	-		Other	-			-	
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Mileage is automatically calculated based on the number of miles entered. *Credit card receipts must be turned in to the office within 24 hours of the charge or return to the District.

Phelan Piñon Hills Community Services District

BOARD STIPEND & EXPENSE VOUCHER/REPORT

<div style="display: flex; justify-content: space-between;"> 2022 AB1234 Compliant </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> *MAXIMUM PAID @ \$120 PER MEETING DAY AND LIMITED TO 10 MEETINGS PER MONTH Report of items paid for with District Credit Card*** </div>																																																							
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Agenda Item 3c

Approval of Contractor
Payments

Date: 06/16/2022

Name of Vendor: KTUA

Description of work: Phelan Community Park Project

Purchase Order # PO-04200

Date of Board Approval August 12, 2020

Original Approved Amount: \$ 287,925.00

Amount Approved C/O #1

Amount Approved C/O #2

Total Contract Amount \$ 287,925.00

% Completed to Date 91%

Total Invoiced to Date \$ 262,822.50

Amount Paid to Date 258,938.75

Total Due this Invoice \$3,883.75

Total Contract Amount After Invoice: \$ 25,102.50

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

[Signature]
Engineering Manager 6/16/22
Date

[Signature]
General Manager 6/16/22
Date

Approved by Board of Directors: _____
Date

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		262,822.50	258,938.75	3,883.75
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Total Fixed Fee 3,883.75

Total this Invoice \$3,883.75

Billings to Date

	Current	Prior	Total	Received
Fee	3,883.75	258,938.75	262,822.50	
Totals	3,883.75	258,938.75	262,822.50	258,938.75



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

June 10, 2022
 Project No: 020-023.02
 Invoice No: 33964

Project 020-023.02 Phelan Park - Phase 1A/2A 1B/2B
For professional services for the period May 1, 2022 to May 31, 2022

Fee Charges

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

APPROVED FOR PAYMENT
 6/10/2022
 PO 4200

ARC	2,400.00	100.00	2,400.00	2,400.00	0.00
Total Group 1A - CUP Package Draft	11,800.00		11,800.00	11,800.00	0.00
Group 1A - Draft Schematic Park Site (15%)					
KTUA	48,890.00	100.00	48,890.00	48,890.00	0.00
TRLS	37,350.00	100.00	37,350.00	37,350.00	0.00
EDI	8,100.00	100.00	8,100.00	8,100.00	0.00
ARC	7,200.00	100.00	7,200.00	7,200.00	0.00
Total Group 1A - Draft Schematic Park Site (15%)	101,540.00		101,540.00	101,540.00	0.00
Group 1A - Expense					
KTUA	600.00	0.00	0.00	0.00	0.00
TRLS	200.00	0.00	0.00	0.00	0.00
EDI	200.00	0.00	0.00	0.00	0.00
Total Group 1A - Expense	1,000.00		0.00	0.00	0.00
Group 2A - Refined Site Plan Park Site					
KTUA	3,645.00	100.00	3,645.00	3,645.00	0.00
Total Group 2A - Refined Site Plan Park Site	3,645.00		3,645.00	3,645.00	0.00
Group 2A - Community Meetings 3 & 4					
KTUA	6,180.00	100.00	6,180.00	6,180.00	0.00
Total Group 2A - Community Meetings 3 & 4	6,180.00		6,180.00	6,180.00	0.00
Group 2A - CUP Package					
KTUA	13,760.00	100.00	13,760.00	13,760.00	0.00
TRLS	2,340.00	100.00	2,340.00	2,340.00	0.00
EDI	930.00	100.00	930.00	930.00	0.00
Total Group 2A - CUP Package	17,030.00		17,030.00	17,030.00	0.00
Group 2A - Final Schematic Plan Park Site (35%)					
KTUA	32,105.00	70.00	22,473.50	20,868.25	1,605.25
TRLS	25,830.00	70.00	18,081.00	16,789.50	1,291.50
EDI	10,740.00	70.00	7,518.00	6,981.00	537.00
ARC	9,000.00	70.00	6,300.00	5,850.00	450.00
Total Group 2A - Final Schematic Plan Park Site (35%)	77,675.00		54,372.50	50,488.75	3,883.75



PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT
 P.O. Box 294049
 Phelan, CA 92329-4049
 (760) 868-1212

PURCHASE ORDER

PO Number: PO-04200

Date: 08/12/2020

Request #: PO-04200

Vendor #: KTUA

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

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

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

Requested By: George Cardenas

Date: 8/12/2020

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

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

Date: 06/20/2022

Name of Vendor: Tom Dodson & Associates

Description of work: CEQA Services for Well 15 & 16

Purchase Order # PO-04735

Date of Board Approval September 8, 2021

Original Approved Amount: \$33,530.00

Total Contract Amount \$33,530.00

% Completed to Date 68%

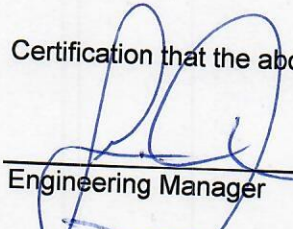
Total Invoiced to Date \$ 22,668.86

Amount Paid to Date 19,220.86

Total Due this Invoice \$3,448.00

Total Contract Amount After Invoice: \$ 10,861.14

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


Engineering Manager 6/20/22
Date


General Manager 4/30/22
Date

Approved by Board of Directors: _____
Date

TOM DODSON & ASSOCIATES

PO Box 2307
 San Bernardino, CA 92406
 Tel: (909) 882-3612
 Email: tda@tdaenv.com



Invoice

DATE	INVOICE NO.
6/16/22	PPH-116-8

BILL TO

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

PROJECT TITLE			DUE DATE
CEQA for Technical Services for Proposed Wells 15 & 16 PO#4735			7/16/22
DESCRIPTION	HOURS	RATE	AMOUNT
Environmental Specialist 5/18 - CEQA support	2	150.00	300.00
Env. Specialist II 5/18 - CEQA support	4	105.00	420.00
5/19 - CEQA support	1	105.00	105.00
Admin / WP / Graphics 5/23 - File NOD	0.5	50.00	25.00
ODCs NOD filing fee (PPH-116)		2,598.00	2,598.00

SUMMARY AS OF MAY 31, 2022 (PPH-116)

Contract Amount	\$33,530.00
Previously Invoiced	\$23,933.71
This Invoice	\$3,448.00
Total Invoiced To Date	\$27,381.71
Amount Paid	\$23,933.71
Invoiced Amount Outstanding	\$3,448.00
Balance on Contract	\$6,148.29

Make check payable to Tom Dodson & Associates
 Please remit within 30 days

Tom Dodson

Total **\$3,448.00**

PO 4735

*APPROVED FOR PAYMENT
 6/17/22
 [Signature]*



PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT
 P.O. Box 294049
 Phelan, CA 92329-4049
 (760) 868-1212

PURCHASE ORDER

PO Number: PO-04735

Date: 09/03/2021

Request #: PO-04735

Vendor #: TOMDOD

ISSUED TO: Tom Dodson & Associates
 P.O. Box 2307
 San Bernardino, CA 92405-

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

ITEM	UNITS	DESCRIPTION	PROJECT	PRICE	GL ACCOUNT #	GL ACCOUNT NAM	AMOUNT
1		Prop. well 15 / pipeline & prop. w Initial Study / Mitigated Negative Declaration for proposed well 15 with transmission pipeline (APN 3101-031-01) east 5ac portion of the 40 acres and proposed well 16 (APN 3098-071-05) Total: \$31,000 excludes CDFW filing fee (\$2,500)	C0095		01-0-0-17000	CIP Enterprise Fun	33,530.00

Requested By: George Cardenas

Date: 9/3/2021

SUBTOTAL:	33,530.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	33,530.00

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

Agenda Item 3d

Adoption of Resolution No. 2022-21; Authorizing Remote Teleconference Meetings for the Period of July 1, 2022, to July 31, 2022

MEMORANDUM

DATE: July 6, 2022

TO: Board of Directors

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

SUBJECT: Discussion & Possible Adoption of Resolution No. 2022-21; Authorizing Remote Teleconference Meetings for the Period of July 1, 2022, to July 31, 2022

STAFF RECOMMENDATION

For the Board to adopt Resolution No. 2022-21; Authorizing Remote Teleconference Meetings for the Period of July 1, 2022, to July 31, 2022, should the Board desire to continue holding remote teleconference meetings.

BACKGROUND

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

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

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

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

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

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

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

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

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

Staff recommends the Board authorize remote meetings per AB 361 until July 31, 2022, and then move to in-person public and Board participation only thereafter. The use of Zoom could continue for staff and consultant participation as necessary. The meetings would continue to be livestreamed and recorded for the public.

FISCAL IMPACT

None

ATTACHMENT(S)

Resolution No. 2022-21

RESOLUTION NO. 2022-21

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 JULY 1, 2022, TO JULY 31, 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. 2022-17 on May 18, 2022, finding that the requisite conditions exist for the Board and its standing committees to conduct remote teleconference meetings without compliance with Government Code Section 54953(b)(3); and

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. Effective Date of Resolution. This Resolution shall take effect on July 1, 2022, and shall be effective until the earlier of (i) the expiration of thirty (30) days from the date thereof, or or (ii) such time as the Board adopts a subsequent resolution in accordance with Government Code Section 54953(e)(3) to extend the time during which the Board and standing committees of the District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of Government Code Section 54953.

PASSED AND ADOPTED by the Board of Directors of the Phelan Pinon Hills Community Services District this 6th day of July, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President, Board of Directors

ATTEST:

Secretary, Board of Directors

Agenda Item 3e

Adoption of Resolution No. 2022-22; Appreciation for the Contributions Made by Charlie Johnson as a Member of the Board of Directors

RESOLUTION NO. 2022-22
A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT,
SAN BERNARDINO COUNTY, CALIFORNIA,
IN APPRECIATION FOR THE CONTRIBUTIONS MADE BY
CHARLIE JOHNSON AS A MEMBER OF
THE BOARD OF DIRECTORS

WHEREAS, Charlie Johnson was instrumental in the formation of the Phelan Piñon Hills Community Services District by organizing the Community Services District Formation Committee and serving as its Chairman; and

WHEREAS, Charlie Johnson served as an active member of the community for over 30 years as an advocate, a business owner, a role model, and a leader of community organizations where he built lasting relationships; and

WHEREAS, Charlie Johnson served as a member of the Mojave Water Agency Technical Advisory Committee, the Oeste Sub-Area Committee, the Victor Valley Wastewater Reclamation Authority, and served as an educator for California Special Districts Association; and

WHEREAS, Charlie Johnson served as the District's President and Vice President and as Chairman of the Waste & Recycling Committee, Parks & Recreation Committee, Engineering Committee, and his favorite, the Finance Committee, where his commitment to the fiscal well-being of the District was paramount.; and

WHEREAS, the members of the Board of Directors, individually and on behalf of the citizens of the Phelan Piñon Hills Community Services District, wish to express their appreciation for the invaluable service contributed by Charlie Johnson as a member of the Board of Directors and as a servant to the communities of Phelan and Piñon Hills.

NOW, THEREFORE, the Board of Directors of the Phelan Piñon Hills Community Services District does hereby **RESOLVE, DETERMINE, AND ORDER** as follows:

Section 1. That this Board of Directors does hereby acknowledge and express appreciation for the invaluable service contributed by Charlie Johnson during his term as a member of the Board of Directors.

Section 2. That the Secretary is hereby authorized and directed to offer a duly certified and appropriately mounted copy of this Resolution to the family of Charlie Johnson as tangible evidence of the appreciation by the Board of Directors for such service.

ADOPTED this 6th day of July, 2022.

Rebecca Kujawa, President

Deborah Philips, Vice President

Kathy Hoffman, Director

Mark Roberts, Director

Agenda Item 4

Matters Removed from
Consent Items

Agenda Item 5

Presentations/Appointments

Agenda Item 6a

Discussion & Possible Action
Regarding Replacement of Vacant
Board Seat

BRUNICK, MCELHANEY & KENNEDY

PROFESSIONAL LAW CORPORATION

1839 COMMERCENTER WEST

SAN BERNARDINO, CALIFORNIA 92408

TELEPHONE: (909) 889-8301

FAX: (909) 388-1889

MAILING ADDRESS:

POST OFFICE BOX 13130

SAN BERNARDINO, CALIFORNIA 92423-3130

WILLIAM J. BRUNICK
LELAND P. MCELHANEY
STEVEN M. KENNEDY

June 29, 2022

TO: Board of Directors
PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT

FROM: Steven M. Kennedy, General Counsel

RE: Board Vacancy

The purpose of this memorandum is to provide the Board with information concerning the creation of a vacancy on the Board before the expiration of a director's term and the manner in which such a vacancy may be filled.

Under Government Code Section 1770(a), a director's seat on the Board becomes vacant upon the death of the incumbent before the expiration of his or her term of office. In this regard, Director Johnson passed away on June 25, 2022. As a result, a vacancy on the Board currently exists.

Government Code Section 61042(c) provides the mechanism for filling vacancies on the Board and states that all such vacancies "shall be filled pursuant to Section 1780" of the Government Code. The text of Government Code Section 1780 is attached hereto.

Government Code Section 1780(c) allows the remaining Board members of the District to fill the vacancy by appointment. In order to do so, the District must first notify the county elections official of the vacancy no later than fifteen (15) days following either the date on which the Board is notified of the vacancy or the effective date of the vacancy, whichever is later. Government Code Section 1780(b). The District must also post a notice of the vacancy at least fifteen (15) days before an appointment is made in at least three (3) conspicuous places within the District. The appointment to the vacancy must be made within sixty (60) days following the effective date of the vacancy. Government Code Section 1780(d)(1). If the vacancy is not filled by the District, the San Bernardino County Board of Supervisors may fill the vacancy within ninety (90) days of the vacancy. Government Code Section 1780(f)(1).

With respect to the period of time in which the appointment shall be in effect, Government Code Sections 1780(d)(2) and (3) provide as follows:

PPHCSD Board of Directors

June 29, 2022

Page Two

“(2) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general district election, the person appointed to fill the vacancy shall hold office until the next general district election that is scheduled 130 or more days after the date the district board is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.

(3) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general district election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall fill the balance of the unexpired term of office.”

In this case, Director Johnson’s term of office on the Board was scheduled to expire following the next general District election scheduled to be held on November 8, 2022. Thus, any person appointed to fill that seat in the interim would hold office for the balance of the remaining term – i.e., only until the person elected in approximately four months’ time has been qualified by the San Bernardino County Registrar of Voters to assume that position on the Board.

If the Board has any questions or comments regarding this information, please feel free to address them to me as appropriate.

Enclosure

cc: Donald J. Bartz, PPHCSD General Manager

§ 1780. Special districts; vacancies in elective offices of governing board; election dates; term

- (a) Notwithstanding any other provision of law, a vacancy in any elective office on the governing board of a special district, other than those specified in Section 1781, shall be filled pursuant to this section.
- (b) The district shall notify the county elections official of the vacancy no later than 15 days after either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later.
- (c) The remaining members of the district board may fill the vacancy either by appointment pursuant to the subdivision (d) or by calling an election pursuant to subdivision (e).
- (d) (1) The remaining members of the district board shall make the appointment pursuant to this subdivision within 60 days after either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later. The district shall post a notice of the vacancy in three or more conspicuous places in the district at least 15 days before the district board makes the appointment. The district shall notify the county elections official of the appointment no later than 15 days after the appointment.
- (2) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general district election, the person appointed to fill the vacancy shall hold office until the next general district election that is scheduled 130 or more days after the date the district board is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.
- (3) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general district election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall fill the balance of the unexpired term of office.
- (e) (1) In lieu of making an appointment the remaining members of the board may within 60 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, call an election to fill the vacancy.
- (2) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the date the district board calls the election.
- (f) (1) If the vacancy is not filled by the district board by appointment, or if the district board has not called for an election within 60 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, then the city council of the city in which the district is wholly located, or if the district is not wholly located within a city, the board of supervisors of the county representing the larger portion of the district area in which the election to fill the vacancy will be held, may appoint a person to fill the vacancy within 90 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, or the city council or board of supervisors may order the district to call an election to fill the vacancy.
- (2) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Election Code that is 130 or more days after the date the city council or board of supervisors calls the election.
- (g) (1) If within 90 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, the remaining members of the district board or the appropriate board of supervisors or city council have not filled the vacancy and no election has been called for, then the district board shall call an election to fill the vacancy.
- (2) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections code that is 130 or more days after the date the district board calls the election.
- (h) (1) Notwithstanding any other provision of this section, if the number of remaining members of the district board falls below a quorum, then at the request of the district secretary or a remaining member of the district board, the appropriate board of supervisors or the city council shall promptly appoint a person to fill the vacancy, or may call an election to fill the vacancy.
- (2) The board of supervisors or the city council shall only fill enough vacancies by appointment or by election to provide the district board with a quorum.
- (3) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general district election, the person appointed to fill the vacancy shall hold the office until the next general district election that is scheduled 130 or more days after the date the district board is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.
- (4) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general district election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall fill the balance of the unexpired term of office.
- (5) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is held 130 or more days after the date the city council or board of supervisors calls the election.

Agenda Item 6b

Discussion & Possible Action
Regarding Committee
Assignments

MEMORANDUM

DATE: July 6, 2022

TO: Board of Directors

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

SUBJECT: Discussion & Possible Action Regarding Committee Appointments

RECOMMENDATION

Staff recommends for the Board President to appoint Directors to vacant committee positions for the remainder of 2022.

BACKGROUND

As a result of Charlie Johnson's passing, several committee vacancies were created. In order for the committees to meet, there must be a quorum of two Directors. The President of the Board reviews the committee appointments and can make changes if desired or necessary. Once a new Director is seated, these assignments may change thus making these appointments temporary. Additionally, a review of the committee assignments customarily takes place in January of each year whereby the appointments may change again.

FISCAL IMPACT

None

ATTACHMENT(S)

Committee assignments & meetings schedule
Committee Roles & Responsibilities

District Meetings List

Board Meeting

Regular Meetings: First & Third Wednesday of the Month
Meeting Time: 6:00pm
Board Members: Kathy Hoffman, Charlie Johnson, Deborah Philips,
Mark Roberts, Rebecca Kujawa

Engineering – Standing Committee

Meeting Frequency: Monthly
Meeting Dates: Second Wednesday of each Month
Meeting Time: 4pm
Committee Members: Kathy Hoffman, Mark Roberts

Finance – Standing Committee

Meeting Frequency: Quarterly
Meeting Dates: Third Tuesday in January, April, July, October
Meeting Time: 4pm
Committee Members: Charlie Johnson, Mark Roberts

Legislative – Standing Committee

Meeting Frequency: Quarterly
Meeting Dates: Second Thursday in February, May, August, November
Meeting Time: 3pm
Committee Members: Kathy Hoffman, Deborah Philips

Parks, Recreation & Street Lighting – Standing Committee

Meeting Frequency: Quarterly
Meeting Dates: Second Tuesday in January, April, July, October
Meeting Time: 4pm
Committee Members: Charlie Johnson, Rebecca Kujawa

Waste & Recycling – Standing Committee

Meeting Frequency: Quarterly
Meeting Dates: Second Thursday in March, June, September, December
Meeting Time: 4pm
Committee Members: Deborah Philips, Rebecca Kujawa

Antelope Valley Adjudication – Ad Hoc Committee

Scheduled as needed
Committee Members: Mark Roberts, Charlie Johnson

Updated 2/4/2021

Engineering Committee Roles and Responsibilities

The Board of Directors established the Engineering Committee as a standing committee with the following roles and responsibilities:

Role

The role of the Engineering Committee is to assist the District staff in review of operations and maintenance of the water system infrastructure, and engineering/construction of the District's buildings, parks, or other facilities.

Responsibility

The responsibility of the Engineering Committee is to review and oversee the progress by staff of repairs, routine maintenance programs, District projects (Construction in Progress - CIP); work with staff in development of a sound engineering and construction program; and develop annual and long-term capital and maintenance budgets.

Specific Tasks/Goals

- Represent the Board in an advisory capacity and report to the Board monthly.
- To review the monthly System Repair/Replacement/Update List.
- To review the status of all ongoing CIP activities.
- To update the Capital & Maintenance Ten Year Matrix, as needed.
- To recommend the annual budget assumptions related to engineering/construction projects to the Board of Directors.
- To assist the District staff in preparation and review of engineering related Requests for Proposals, and the evaluation of vendor proposals.
- To work with staff on engineering policies for recommendation to the Board of Directors.
- Attend training sessions or networking opportunities as they may come available and are pertinent to committee-related concerns.
- Make budget recommendations annually for committee-related activities.

Finance Committee Roles and Responsibilities

The Board of Directors established the Finance Committee as a standing committee with the following roles and responsibilities:

Role

The role of the Finance Committee is to assist District staff with the financial related processes and activities of the District.

Responsibility

The responsibility of the Finance Committee is to review financial related reports and contracts, review the District's annual budget and audit, review finance-related RFPs, and to assist with development of financial plans and processes for the District.

Specific Tasks/Goals

- Represent the Board in an advisory capacity and report to the Board quarterly.
- To review the quarterly District financial statements, including the Balance Sheet, the Income Statement, the Statement of Cash Flows, the Disbursements Statement, the Accounts Receivable Aging Statement, and the Accounts Payable Aging Statement.
- To work with District staff during the preparation of the annual budget.
- To review financial projects exceeding the General Manager's purchasing policy limits.
- To work with staff on financial policies, including reserves, multi-year forecast, rates, and fees for recommendation to the Board of Directors.
- To review audit process and maintain financial integrity for District.
- To evaluate the performance of the audit firm and make recommendations for renewal or replacement.
- To preview financial presentations to the Board for accuracy and presentability.
- Attend training sessions or networking opportunities as they may come available and are pertinent to committee-related concerns.
- Make budget recommendations annually for committee-related activities.

Legislative Committee Roles and Responsibilities

The Board of Directors established the Legislative Committee as a standing committee with the following roles and responsibilities:

Role

The role of the Legislative Committee is to assist District staff with legislative activities.

Responsibilities

The responsibilities of the Committee are to study pending federal, state, and county legislation that has the potential to affect the District; to prepare Board authorized legislation or correspondence when needed; collaborate with other local agencies, such as ACWA, CSDA, and other similar special districts, concerning issues relevant to the powers vested to the District as a governing body; and to develop and maintain relationships with other local, county, state, and federal representatives and governmental agencies and their staff to foster awareness of the District.

Specific Tasks/Goals

- Represent the Board in an advisory capacity and report to the Board quarterly.
- Work to maintain and improve relations with elected representatives, and to help foster good staff-to-staff relations.
- Assist the General Manager by working as a conduit from the District to the San Bernardino County First District Supervisor and vice-versa. This would include the county's CAO/COO and any relevant department heads.
- Work to maintain communication, personal contact, relay District concerns, and seek support with California's two U.S. Senators, U.S. Congresspersons, and California State Senators and Assemblypersons.
- Maintain awareness of the legislative needs and elections in the District and deliberate to achieve a level of comfort with the prospect of the District's best interests being served.
- Attend workshop and conferences when applicable to legislative and other affiliated matters.
- Gather legislative information of local interest and check pertinent websites for legislative updates.
- Make Committee reports quarterly during Board meetings or whenever else necessary.
- Set up a network for quick communication with other similar committee members in the surrounding Victor Valley jurisdictions.
- Attend legislative training sessions or networking opportunities as they may come available and are pertinent to committee-related concerns.
- Make budget recommendations annually for committee-related activities.

Parks, Recreation & Street Lighting Committee Roles and Responsibilities

The Board of Directors established the Parks, Recreation & Street Lighting Committee as a standing committee with the following roles and responsibilities:

History of District Parks & Recreation

Parks and recreation are vital components to any community. Parks not only add beauty but also provide safe areas for activities for individuals, families, and groups. In addition to parks, the District has two community centers and a senior center. These centers are utilized for a wide range of activities and are available to the community to rent for a small fee. The District currently offers several events and activities to the community, and continues to work on various recreation ideas.

Adjacent to the centers are two parks that have picnic tables and playgrounds. They are available from morning until dusk. The District is looking to develop larger parks that could have athletic fields or other features in addition to standard park integrity. The District owns several parcels throughout the District.

Role

The role of the Committee is to assist District staff with the park, recreation, and street lighting activities and services in the District.

Responsibility

The responsibility of the Committee is to review and work with staff to acquire, construct, improve, maintain and operate street lighting and landscaping on public property, public right-of-way, and public easements, to review quarterly staff reports at the public Committee meetings, and to develop annual and long-term capital and maintenance budgets.

Specific Tasks/Goals

- Represent the Board in an advisory capacity and report to the Board quarterly.
- Work with staff in accordance to the LAFCO report.
- Outreach to the community to promote current activities, programs, and projects, and seek community input through survey and workshops to attain future parks, recreation, and street lighting projects, maintenance ideas, and concepts.
- Develop MOU with Snowline Joint Unified School District to develop mutual use of lands and recreational programs that benefit the community.
- Work with San Bernardino County to develop mutual goals that benefit the community for park and recreation purposes.
- Work with Sheep Creek Water Company to promote park, recreation, and community information.
- Attend training sessions or networking opportunities as they may come available and are pertinent to committee-related concerns.
- Make budget recommendations annually for committee-related activities.

Waste & Recycling Committee Roles and Responsibilities

The Board of Directors established the Waste & Recycling Committee as a standing committee with the following roles and responsibilities:

Role

The role of the Waste & Recycling Committee is to assist District staff with the solid waste and recycling services and programs within the District.

Responsibility

The responsibility of the Waste & Recycling Committee is to review and oversee the solid waste and recycling/diversion programs and contracts, and to develop annual and long-term capital and maintenance budgets.

Specific Tasks/Goals

- Represent the Board in an advisory capacity and report to the Board quarterly.
- To monitor state laws and regulations concerning solid waste and recycling.
- To oversee and develop or enhance solid waste and recycling/diversion programs.
- To update the Capital & Maintenance Ten Year Matrix, as needed.
- To recommend the annual budget assumptions related to solid waste and recycling projects & programs to the Board of Directors.
- To assist the District staff in preparation and review of solid waste and recycling related Requests for Proposals, and the evaluation of vendor proposals.
- To work with staff on solid waste and recycling policies for recommendation to the Board of Directors.
- To come into compliance with state laws and regulations in a manageable timeframe.
- Attend training sessions or networking opportunities as they may come available and are pertinent to committee-related concerns.
- Make budget recommendations annually for committee-related activities.

Agenda Item 6c

Discussion & Possible Action
Regarding General Manager
Evaluation Process



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: July 6, 2022

TO: Board of Directors

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

SUBJECT: Discussion & Possible Action Regarding the General Manager's Evaluation Process

STAFF RECOMMENDATION

Staff recommends for the Board to determine the process for evaluation the District's General Manager.

BACKGROUND

Each year, the Board conducts an evaluation of the District's General Manager. For the past several years, the process has been for the Board Secretary to email the evaluation form to each Director and then the Directors email their responses back to the Board Secretary. Then, either the Board Secretary or the Board President will consolidate the answers. The formal evaluation takes place at a closed session preceding the regular Board meeting, currently suggested for 5:00 p.m. on August 3, 2022.

FISCAL IMPACT

None

ATTACHMENT(S)

2021 Evaluation Form
Current GM Contract

General Manager Evaluation

Period: August 2020 – August 2021

Instructions

Assign a numerical value from 1 to 5 representing the overall rating for each performance factor listed below. The performance factor statements are not all inclusive. Please elaborate on strengths and weaknesses in the space provided, or attach additional pages as necessary.

Excellent	Above Average	Satisfactory	Needs Improvement	Unsatisfactory
5	4	3	2	1

Excellent – Consistently performs well above expectations.

Above Average – Often performs above expectations.

Satisfactory – Performance meets expectations.

Needs Improvement – Often performs below expectations.

Unsatisfactory – Performs below expectations.

PERFORMANCE FACTORS

I. MANAGEMENT OF THE ORGANIZATION

Overall Rating: _____

Does the Manager implement and follow all the District policies? : _____

Does the Manager effectively assume responsibility of leadership? : _____

Does the Manager communicate performance expectations clearly while maintaining a team environment? : _____

Is the Manager decisive and firm when need be confronting problems promptly, and providing timely and comprehensive follow through? : _____

Does the Manager accurately appraise and correct the strengths/weaknesses of the organization and individuals?

: _____

II. FINANCIAL MANAGEMENT

Overall Rating: _____

Does the budget show planned effort and thought?

: _____

Are the District's expenditures within budget?

: _____

Is the financial data presented to the Board in a clear and concise manner?

: _____

Is the budget prepared in time to allow the Board necessary time to review and make comments?

: _____

III. COMMUNITY RELATIONS

Overall Rating: _____

Does the Manager constantly represent the District to the community and other agencies? : _____

Does the Manager properly avoid District politics and partisanship?

: _____

Does the Manager show an honest interest in the community and properly defend the District's reputation?

: _____

IV. PROFESSIONAL GROWTH AND DEVELOPMENT

Overall Rating: _____

Does the Manager demonstrate the professional skill and knowledge needed to perform the job?

: _____

Does he/she keep informed of developments in the professional field and communicate and apply this knowledge to the job?

: _____

Is the Manager active in professional organizations?

: _____

Does the Manager assess his/her own strength and capabilities, identify needs for knowledge, skills, and experience, and design and implement a self-development plan when appropriate?

: _____

V. BOARD RELATIONS

Overall Rating: _____

Is the Manager providing the Board with adequate information to make decisions?

: _____

Is the Board provided with sufficient alternatives to avoid being forced into a decision?

: _____

Is technical data presented in an understandable manner?

: _____

Does the Manager respond to individual and collective Board concerns in a timely manner?

: _____

Is the staff responsive to Board's direction? : _____

Does the Manager respond in a positive and timely manner to action items, assignments, suggestions, and guidance from the Board? : _____

VI. COMMUNICATION

Overall Rating: _____

Does the Manager communicate well both verbally and in writing? : _____

Does the Manager create accurate and punctual reports? : _____

Can the Manager effectively deliver presentations, share information and ideas with others? : _____

Does the Manager have good listening skills? : _____

VII. GOALS AND OBJECTIVES (From current review period)

Overall Rating: _____

How well did the Manager meet the goals and objectives for this review period as established by the Board and as identified under separate document from last review period?

OVERALL EVALUATION

Overall Rating: _____

Additional Comments:

EMPLOYMENT AGREEMENT

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

1. Period of Employment.

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

2. Duties and Responsibilities.

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

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

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

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

3. Compensation.

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

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

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

4. Termination of Employment.

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

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

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

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

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

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

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

6. Arbitration.

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

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

- (c) Confidentiality. All proceedings and all documents prepared in connection with any arbitrable claim shall be confidential and unless otherwise required by law, the subject matter thereof shall not be disclosed to any person other than the parties to the proceedings, their counsel, witnesses, and experts, the arbitrator and if involved, the court and court staff.
 - (d) Continuing Obligations. The rights and obligations of Employee and Employer set forth in Section 6 of this Agreement shall survive the termination of Employer's employment and the expiration of the Employment Term.
7. Notices. Any notice under this Agreement must be in writing and shall be effective upon delivery by hand, upon facsimile transmission to the number provided below (if one is provided), or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered and addressed to Employer at the address below or to Employee at the last known address maintained in Employee's personnel file. Employee shall be obligated to notify Employer in writing of any change in his address. Notice of change of address shall be effective only when done in accordance with this Section.

Employer's Notice Address:

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

8. Action by Employer. All actions required or permitted to be taken under this Agreement by Employer, including without limitation, exercise of discretion, consents, waivers, and amendments to this Agreement, shall be made and authorized only by Employer's Board of Directors. The failure of Employer to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by Employee shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.
9. Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of Employee's employment by Employer. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of Employee by Employer, and it may not be contradicted by evidence of any prior or contemporaneous statement or agreements. To the extent that the practices, policies, or


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

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

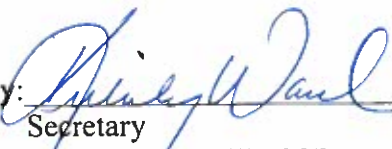
[Signatures on following page]

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


EMPLOYER

By: 
President, Board of Directors
Phelan Pinon Hills CSD

ATTEST:

By: 
Secretary
Phelan Pinon Hills CSD

EMPLOYEE

By: 
Donald J. Bartz

Agenda Item 6d

Update on the Proposed Civic
Center & Phelan Park Expansion
Projects



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

MEMORANDUM

DATE: July 6, 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 6e

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: July 6, 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

Agenda Item 8

Staff & General Manager's Report



Phelan Piñon Hills Community Services District

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

Assistant General Manager / CFO's Report

May 2022

FINANCIAL DATA:

Enterprise Fund (Water Operations)				
	May	YTD	Total Budget	% of Total Budget
Operational Revenue	\$599,872.52	\$6,586,753.24	\$6,860,395.16	96%
Operational Expenses	\$897,084.26	\$7,115,275.44	\$7,373,585.19	96%
Net Income (Loss)	-\$297,211.74	-\$528,522.20	-\$513,190.03	103%
Non-Operational Revenue	\$151,563.59	\$1,715,125.09	\$2,274,392.05	75%
Non-Operational Expenses	\$148.96	\$88,421.27	\$1,150,755.95	8%
Net Income (Loss)	\$151,414.63	\$1,626,703.82	\$1,123,636.10	145%
Total Revenue	\$751,436.11	\$8,301,878.33	\$9,134,787.21	91%
Total Expense	\$897,233.22	\$7,203,696.71	\$8,524,341.14	85%
Total Net Income (Loss)	-\$145,797.11	\$1,098,181.62	\$610,446.07	180%
Capital Outlay/Principal Pmts/C6		\$2,900,411.63	\$2,883,400.00	

Government Funds (Parks, Street Lighting, Solid Waste & Recycling)				
	May	YTD	Total Budget	% of Total Budget
Operational Revenue	\$59,287.26	\$516,878.68	\$448,426.55	115%
Operational Expenses	\$42,283.40	\$566,864.91	\$723,642.29	78%
Net Income (Loss)	\$17,003.86	-\$49,986.23	-\$275,215.74	18%
Non-Operational Revenue	\$30,398.82	\$1,465,788.97	\$1,192,617.93	123%
Non-Operational Expenses	\$39.04	\$91,313.61	\$3,277.60	2786%
Net Income (Loss)	\$30,359.78	\$1,374,475.36	\$1,189,340.33	116%
Total Revenue	\$89,686.08	\$1,982,667.65	\$1,641,044.48	121%
Total Expense	\$42,322.44	\$658,178.52	\$726,919.89	91%
Total Net Income (Loss)	\$47,363.64	\$1,324,489.13	\$914,124.59	145%

GOVERNMENT FUNDS:	General	Parks and Rec	Street Lighting	Property Tax	Solid Waste	Total
Revenue YTD	212,218.17	13,222.54	-1.94	1,463,488.92	293,739.96	1,982,667.65
Expense TYD	94,613.93	500,205.21	10,347.67	3,506.67	54,430.53	663,104.01
Total Net Income (Loss)	117,604.24	-486,982.67	-10,349.61	1,459,982.25	239,309.43	1,319,563.64

	Enterprise	Government	Total
Cash Available	\$1,978,118.53	\$8,098,850.87	\$10,076,969.40
Cash Reserves	\$10,417,969.00	\$632,780.00	\$11,050,749.00
Total Cash	\$12,396,087.53	\$8,731,630.87	\$21,127,718.40

ADMINISTRATIVE DATA: May 2022

	February	March	April	May
Water Consumption (HCF):				
2021/2022	49,741	70,581	87,630	96,898
2020/2021	50,652	72,618	85,842	113,358
2019/2020	52,659	59,576	54,257	95,706
Meters In Ground:				
2021/2022	7154	7165	7171	7182
Meter Permits Issued:				
2021/2022	2	12	11	6
Lock-offs:				
2021/2022	57	43	45	56

Customer Service A/R Activities	May Quantity		May \$ Received	
Payments				
Cash	416	7.49%	\$49,472.50	7.26%
Check	716	12.89%	\$230,154.65	33.78%
Credit Card (counter)	142	2.56%	\$24,721.14	3.63%
Mail (checks)	1,217	21.91%	\$96,907.97	14.22%
Online (credit card)	3,064	55.16%	\$280,044.65	41.10%
TOTAL	<u>5,555</u>	<u>100.00%</u>	<u>\$681,300.91</u>	<u>100.00%</u>

Payments Received and Processed	May Quantity	Enterprise	Government
Water	5,535	5,535	
Gvmt (Rentals, Classes, Franchise fee, et	20		20
	<u>5,555</u>	<u>5,535</u> 99.6%	<u>20</u> 0.4%

Customer Service Other Activities	May Quantity	Enterprise	Government
Service Orders Processed	364	364	
Assisted Customers at Counter	1,274	1,254 98.4%	20 1.6%
	<u>1,638</u>	<u>1,618</u>	<u>20</u>

Engineering Manager's Report

July 6, 2022

Alternative Energy - 1.16 MW Solar Photovoltaic

The generation reporting has been disconnected since October 2021. It was determined 3G cellular service has been decommissioned. 4G / 5G LTE cellular is now the only accessible cellular signal. The site has been upgraded to 4G LTE modem.

Registration of the district's 2021 solar generation with the U.S. Department of Energy (USDE) was due in late March. USDE was aware of the delay of the District's Renewable Energy Credits (REC's) to the Energy Information Administration (EIA). Recently, the communication has been retrofitted with LTE equipment. Registered generation for 2021 was filed with EIA the week of June 13th.

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

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

Geographic Information System (GIS)

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

Field staff now log daily/weekly/monthly vehicle safety check and fuel/milage through a mobile application. Data collected will assist and validate the need for vehicle replacements. Staff is currently working with the District's Cross Connection Specialist to migrate its managed database to a mobile system backflow management application.

Pressure Zone 6 Improvements

(nothing new to report)

Over the last 3-years, the district has looked at ways to improve system pressures in 2 locations. 2020 Water Master Plan (WMP) listed improving system pressure at the west end of Maria Road in pressure zone (PZ) 6 with expanding PZ 7 with 1,300 lineal feet of 8-inch pipeline on Pinon Hills Road between Nielson Road and Maria Road. Distribution system and customers in PZ6 would benefit with the proposed project. District staff has prepared design drawings for this project. The project will be brought to the Board for approval in early Fall.

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

Civic Center / Community Center and Future Phelan Park Expansion

Phase 1 – All updated design plans, reports, and studies, WQMP have been submitted to County for review. 1st corrections received for WQMP and addressed. Hydrology study has been approved with minor corrections. The existing electrical switch gear, which serves the district office, is proposed to be upgraded from an 800-amp to 4000-amp service. The transformer will also serve the proposed Civic Center, the future Community Building and Phelan Park expansion and is currently in design with Edison planner.

Fish and Game Commission met on June 15-16 to consider the petition, the Department's status review report, and comments received to determine whether listing western Joshua tree (*Yucca Brevifolia*) as threatened under the California Endangered Species Act is warranted. With 6 hours of public comments and discussions the item was tabled after a 2-2 vote. Proposed consideration is a Conservation Plan for the Joshua tree. The Commission will meet again in October to consideration this option versus the current proposal. A recent email from Fish and Game to Steeno Design, states the species remains a candidate and protected under the California Endangered Species Act (CESA) during this period. Incidental Take Permits (ITP's) are not on hold and can be issued when approved. This is good news for the project. We will continue to move forward with approvals and permitting.

Park Architect, KTUA is preparing a professional service proposal for the entire 2 phases of the 14 acre Phelan Park expansion. This will include general project management and administration, design development, to post bid support. The proposal will include consultants, TRLS Engineering and Steeno Design.

Staff has received a draft ingress/egress and grading easements for APN 3066-251-05 and -06 from District's legal. This is required to abandon Sahara Road. Written permission was conditioned to proceed with the abandonment process with the County of San Bernardino.

Future Well No. 15 and 16

(nothing new to report)

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

Water Mainline Extension Projects

Pinon Road - to serve APN 3067-111-21

Proposed 353 Linear Feet of 8-inch PVC water pipeline, located on Pinon Road west from Ponderosa Road. Plans prepared by TRLS Engineering for Joel Jacoby. First plan check completed (June 2, 2022), Second plan check in-process.

Solano Road - to serve APN 3068-171-19 & -20

Proposed 320 Linear Feet of 8-inch PVC water pipeline, located on Solano Road, west of Crystal Aire Road. Plans prepared by TRLS Engineering for Rashidian. Pre-Construction was held the week of June 27th. The Contractor, RE Chaffee will begin work on July 5th.

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

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

Silver Rock Road - to serve APN 3099-491-14, -15, -16, & -17 (nothing new to report)

Proposed 570 Linear Feet of 8-inch PVC water pipeline, located on Silver Rock Road from Marco Road north to Sacramento Road. Owner: So. Cal Services. Plans prepared by TRLS Engineering. Pending County Fire Department approval.

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

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

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

Proposed 950 Linear Feet of 8-inch PVC water pipeline, located on Salerno Road from Bambi Court west to 350 west of Johnson Road. Plans were prepared by Merrell Johnson Companies for Perez/Valdillez. First plan check completed (March 30, 2021)

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

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

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

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

Smoke Tree Road - to serve APN 3070-631-03 (nothing new to report)

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

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

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

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

Phelan Road Intersection Improvements

The San Bernardino County Public Works Department has delayed begin of work for this project. 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 are impacting County improvements. 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.

***Phelan Road Intersection Improvements
(nothing new to report)***

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 2021. Staff recognized improvements impact water pipeline casing crossing. The district was not noticed of the conflict therefore acceptable by Caltrans.

Agenda Item 9

Director Reports

Agenda Item 10

Correspondence/Information

BILLING SCHEDULE

JULY 2022

July 1

- Bills mailed for **June 2022** charges

July 18

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

July 19

-Disconnection date for **May 2022** bill

July 25

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

AUGUST 2022

August 1

- Bills mailed for **July 2022** charges

August 15

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

August 16

-Disconnection date for **June 2022** bill

August 22

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

SEPTEMBER 2022

September 1

- Bills mailed for **August 2022** charges

September 13

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

September 14

-Disconnection date for **July 2022** bill

September 22

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

Holiday Closures

Fourth of July- Monday, July 4, 2022

Labor Day- Monday, September 5, 2022

Notice of Water Rate Change

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

Water rates for all District customers are scheduled to change. The new rates will begin July 1, 2022, and will be reflected on your billing statement received in August.

Fixed Charges (Meter Charge) \$/Month					
Meter Size	Current	Effective 7/1/2022	Effective 7/1/2023	Effective 7/1/2024	Effective 7/1/2025
3/4"	\$22.80	\$24.17	\$25.63	\$27.17	\$28.81
1"	\$34.50	\$36.57	\$38.77	\$41.10	\$43.57
1 1/2"	\$63.75	\$67.58	\$71.64	\$75.94	\$80.50
2"	\$98.85	\$104.79	\$111.08	\$117.75	\$124.82
3"	\$210.00	\$222.60	\$235.96	\$250.12	\$265.13
4"	\$373.80	\$396.23	\$420.01	\$445.22	\$471.94
Chromium-6 Surcharge (all meters)	\$9.71	\$9.71	\$9.71	\$9.71	\$9.71

Variable Rates - \$/unit (1 unit = 748 gallons)					
Customer Class	Current	Effective 7/1/2022	Effective 7/1/2023	Effective 7/1/2024	Effective 7/1/2025
<i>Residential</i>					
Tier 1: ≤ 9 hcf	\$2.73	\$2.90	\$3.08	\$3.27	\$3.47
Tier 2: 9 hcf- 29 hcf	\$3.12	\$3.31	\$3.51	\$3.73	\$3.96
Tier 3: > 29 hcf	7.53	\$7.99	\$8.47	\$8.98	\$9.52
<i>Commercial</i>	\$3.65	\$3.87	\$4.11	\$4.36	\$4.63
<i>Institutional</i>	\$3.96	\$4.20	\$4.45	\$4.73	\$5.02

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

For additional information, please visit our website at www.pphcsd.org

phelan Piñon Hills CSD

Invites Everyone to Come for...

Family Faves.

MOVIE NIGHTS IN THE PARK

Every Friday Night at Dusk

Phelan Community Park
June 10 - September 16

Co-hosted by the Tri-Community Kiwanis

June 10
Encanto

June 17
The Greatest Showman

June 24
Lego Batman Movie

July 1
The Princess Bride

July 8
Up

July 15
Enchanted

July 22
Ron's Gone Wrong

July 29
School of Rock

Aug. 5
The BFG

Aug. 12
Mary Poppins Returns

Aug. 19
Megamind

Aug. 26
Jumanji (1995)

Sept. 2
Emperor's New Groove

Sept. 9
Wonder

Sept. 16
Clifford the Big Red Dog

FREE

Phelan Piñon Hills CSD Parks and Recreation

UPCOMING

SUMMER FUN

Check Out Our
Upcoming Events
this Summer!



Wednesdays



Kids Baking Classes

June 22, July 20, and August 3: 10am-12pm
Come learn how to make pretzels, ice cream,
and rocky road cookies! Kids ages 5 and up
are welcome! Phelan Community Center -
RSVP Required

Thursdays



Painting in the Park

Every Thursday, June 16 - July 28
Ages 5-12: 9 am
Ages 13 & Up: 11 am
Phelan Community Park - RSVP Required

Thursdays



Kids Archery Lessons

Every Thursday, June 16 - July 14
9am - 11am
West corner of Cayucos and Sheep Creek Rd
Hosted by Mojave Archers

Fridays



Dance in the Park

Every Friday, June 17 - July 29
10am - 11:30am
All ages welcomed
Hosted by Miss Tanya's Dance Studio

Fridays



Movies in the Park

Every Friday at Dusk, June 10 - Sept. 16
Hosted by the Tri-Community Kiwanis

Varied



Jr. Ninja Warrior Classes

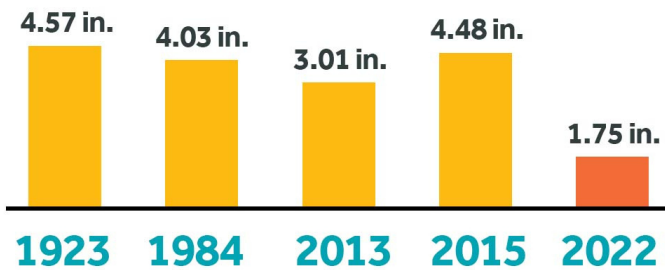
June 14, June 21, and June 28
9am - Ages 4-8
10am - Ages 9-15
Held at High Desert Gymnastics/Soaring High
Academy
Call: 760-868-4747

For more
information and
to RSVP:
760-868-1212
or
www.pphcsd.org

Conservation Conversation

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

JANUARY-MARCH 2022 WAS THE DRIEST EVER



Inches equal precipitation

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

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

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

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

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

CONSERVATION
IT'S OUR WAY OF LIFE



Stage 1*

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

Stage 2*

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

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



Get the Scoop

ON CONSOLIDATION

ICE CREAM SOCIAL
AND TOWN HALL
IN THE PARK

Join us for ice cream and a discussion about the possible consolidation of Phelan Piñon Hills Community Services District and Sheep Creek Mutual Water Company.

SATURDAY, JULY 23
10 AM
PHELAN PARK



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

For questions, concerns, and comments, email:
consolidation@pphcsd.org



PHELAN PIÑON HILLS
COMMUNITY SERVICES
DISTRICT

Town Hall and Ice Cream Social in the Park

SATURDAY
AUGUST 6, 2022
PHELAN PARK
10:00 AM



Meet Your Representatives



*Join us for ice cream with your
representatives and neighbors.*



TOWN HALL AND
ICE CREAM SOCIAL
IN THE PARK



Jay Obernolte
Congressman



Shannon Dicus
Sheriff



Paul Cook
County Supervisor



**Thurston
"Smitty" Smith**
Assemblyman



**Rosilicie
Ochoa Bogh**
Senator

PPHCSD Board of Directors

- Rebecca Kujawa
- Deborah Philips
- Kathy Hoffman
- Charlie Johnson
- Mark Roberts

For questions, concerns, and
comments, email:
consolidation@pphcsd.org

Agenda Item 11

Review of Action Items

Agenda Item 12

Set Agenda for Next Meeting