



# BOARD PACKAGE

February 28, 2024

Regular Board Meeting – 5:00 p.m.

## REGULAR BOARD MEETING AGENDA

February 28, 2024 – 5:00 p.m.  
Phelan Community Center  
4128 Warbler Road, Phelan, CA 92371  
& Via Conference Call (see below)

*Pursuant to Government Code Section 54953(b), Director Snyder will attend the meeting via teleconference, location at 3075 Johnson Drive Ventura, CA 93003*

### REGULAR BOARD MEETING – 5:00 P.M.

**Call to Order** – Pledge of Allegiance

#### Roll Call

1) **Approval of Agenda**

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

a) **General Public**

b) **Community Reports**

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

3) **Consent Items**

- Approval of Minutes
- Approval of Board Stipends/Reimbursements
- Acceptance of Disbursements
- Adoption of Resolution No. 2024-04; Adopting a Budget Policy
- Adoption of Resolution No. 2024-05; Adopting a Reserves Policy

4) **Matters Removed from Consent Items**

5) **Presentations/Appointments** – None



#### **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

**6) Continued/New Agenda Items**

- a) Discussion & Possible Action Regarding Second Amendment to Lease Agreement with C&G Partners, LLC
- b) Discussion & Possible Action Regarding Approval of Professional Services Agreement with Lilburn Corporation to Prepare the NEPA Environmental Assessment Documents for the Proposed Civic Center and Emergency Operations Center Project
- c) Update on the Proposed Civic Center & Phelan Park Expansion Projects

**7) Committee Reports/Comments**

- a) Engineering Committee (Standing)
- b) Finance Committee (Standing)
- c) Legislative Committee (Standing)
- d) Parks, Recreation & Street Lighting Committee (Standing)
- e) Waste & Recycling Committee (Standing)

**8) Staff and General Manager's Report****9) Reports**

- a) Director's Report
- b) President's Report

**10) Correspondence/Information****11) Review of Action Items**

- a) Prior Meeting Action Items
- b) Current Meeting Action Items

**12) Set Agenda for Next Meeting**

- Regular Board Meeting – March 13, 2024

**13) Recess to Closed Session**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Property: 17900 Sheep Creek Road, El Mirage, California (APN 0457-161-83 & 0457-161-83)

District Negotiator: Donald J. Bartz, General Manager; Steven M. Kennedy, General Counsel

Negotiating Party: Circle Green, Inc.

Under Negotiation: Price & Terms of Purchase

**14) Return to Open Session – Announcement of Reportable Action****15) Adjournment**

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

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

**Remote Viewing:**

To watch the livestream (view only – nonparticipating), visit our YouTube channel:

[PPHCSD YouTube Channel Link](#)

**Remote Participation:**

To provide public comment, or otherwise participate remotely, select the meeting you wish to attend on the District's website and then click the "Join Remote Meeting" option.

<https://www.pphcsd.org/meetings>

*Please be advised that remote participation and livestreaming options are provided as a courtesy to the public and technical issues could occur, resulting in delays or the inability to participate remotely or livestream. It is recommended that you attend in person to ensure you are able to participate.*

**Written Comments:**

You may also email your public comment to the Board Secretary at [ksevy@pphcsd.org](mailto:ksevy@pphcsd.org) by the meeting start time listed on this agenda. Your comment will be added to the record by the Board Secretary.

*Please check the District website for updates on this meeting. We encourage you to sign up for our email notifications by emailing [ksevy@pphcsd.org](mailto:ksevy@pphcsd.org) or by visiting our website and completing the signup form at [www.pphcsd.org](http://www.pphcsd.org) under the "Agendas and Minutes" tab.*

# Agenda Item 3a

Approval of Board Minutes

## **REGULAR BOARD MEETING MINUTES**

February 14, 2024 – 5:00 p.m.  
Phelan Community Center  
4128 Warbler Road, Phelan, CA 92371  
& 3075 Johnson Drive, Ventura, CA 93003  
& Remotely Via Zoom or Conference Call

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

**Board Members Absent:** Chuck Hays, President

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

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

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

#### **Call to Order**

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

#### **Roll Call**

All but President Hays were present at Roll Call; Vice President Snyder attended remotely pursuant to Government Code Section 54953(f)(1).

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

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

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

- a) **General Public** – A written public comment provided by Victor Rebollar was read into the record.
- b) **Community Reports**
  - **Federal Representative** – Sonia Miranda with Congressman Jay Obernolte’s office provide a legislative update.

**3) Consent Items**

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

**4) Matters Removed from Consent Items – None****5) Presentations/Appointments – None****6) Continued/New Agenda Items****a) Discussion & Possible Action Regarding Appointment of Ad Hoc Personnel Policies Committee**

Staff Recommendation: For the Board President to appoint an ad hoc committee to provide assist District staff with revisions to the District's personnel policies.

Mr. Bartz introduced this item.

Director Kujawa, on behalf of President Hays, appointed President Hays and Vice President Snyder to the Ad Hoc Personnel Policies Committee.

**b) Review of the District's Strategic Plan**

Staff Recommendation: For the Board to review the District's Strategic Plan.

Ms. Sevy provided an update on this item and provided recommended amendments. The Board also provided amendments.

Consensus of the Board was to bring the Strategic Plan back with recommended amendments for Board review and possible adoption.

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

Staff Recommendation: None

Ms. Sevy provided a presentation on this item.

No action taken; not an action item.

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

Staff Recommendation: None

Mr. Cardenas provided an update on this item.

No action taken; not an action item.

**7) Committee Reports/Comments**

a) **Engineering Committee (Standing)** – Met and reviewed the revised CIP and repair and maintenance plan for the budget.

b) **Finance Committee (Standing)** – Scheduled to meet on March 14, 2024.

c) **Legislative Committee (Standing)** – Scheduled to meet on March 12, 2024.

- d) **Parks, Recreation & Street Lighting Committee (Standing)** – Scheduled to meet on May 14, 2024.
- e) **Waste & Recycling Committee (Standing)** – Meets next week on February 21, 2024.
- 8) **Staff and General Manager’s Report**  
Mr. Bartz reported that he met with MWA to discuss the rampdown methodology.
- 9) **Reports**
- a) **Director’s Report**  
**Philips** – Attended the MWA Technical Advisory Committee meeting.  
**Roberts** – Nothing to report.  
**Snyder** – Nothing to report.  
**Kujawa** – Nothing to report.
- b) **President’s Report** – Absent; nothing reported.
- 10) **Correspondence/Information** – The items in the packet were noted.
- 11) **Review of Action Items**
- a) **Prior Meeting Action Items** – None
- b) **Current Meeting Action Items** – None
- 12) **Set Agenda for Next Meeting**
- Board Workshop – February 21, 2024
  - Regular Board Meeting – February 28, 2024.
- 13) **Recess to Closed Session**  
[The Board recessed to Closed Session at 5:27 p.m.](#)
- CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to Government Code Section 54956.8  
Property: 17900 Sheep Creek Road, El Mirage, California (APN 0457-161-83 & 0457-161-83)  
District Negotiator: Donald J. Bartz, General Manager; Steven M. Kennedy, General Counsel  
Negotiating Party: Circle Green, Inc.  
Under Negotiation: Price & Terms of Purchase
- 14) **Return to Open Session** – Announcement of Reportable Action  
[The Board returned to open session at 5:44 p.m. There was no reportable action.](#)
- 15) **Adjournment**  
[With no further business before the Board, the meeting was adjourned at 5:45 p.m.](#)
- Agenda materials can be viewed online at [www.pphcsd.org](http://www.pphcsd.org)



\_\_\_\_\_  
Chuck Hays, President of the Board

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



I would like this public comment to serve as a compliment to the Phelan Pinon Hills CSD Water Company. More specifically to Sean Wright(Operations Manager) and his crew. On Saturday 2/10, a fire hydrant on Wilson Ranch and Rancho road had become broken and began releasing huge amounts of water into the public right of way. Very shortly, folks from the PPHCSD were onsite and began working to shut off the leak. Its worth noting that the employee I saw was wet and muddy, yet still tirelessly doing anything he could to turn off the water. The water that ran down the street had also caused heavy erosion to areas in the public right of way. On 2/13, I called the Operations Manager Sean Wright and he promptly corrected the erosion. During our phone call he stated “ We are here to serve the community”.

There are not enough words to express my gratitude to Sean, his crew, and the PPHCSD. You all are the epitome of excellent customer and public service. In a world where many jobs go unthanked, I could not in good conscience allow the work of Sean and his team go unrecognized.

## **REGULAR BOARD MEETING MINUTES**

February 21, 2024 – 5:00 p.m.  
Phelan Community Center  
4128 Warbler Road, Phelan, CA 92371  
& Remotely Via Zoom or Conference Call

- Board Members Present:** Chuck Hays, President  
Greg Snyder, Vice President  
Rebecca Kujawa, Director  
Deborah Philips, Director  
Mark Roberts, Director
- Board Members Absent:** None
- Staff Present:** Don Bartz, General Manager  
Lori Lowrance, Assistant General Manager/CFO  
George Cardenas, Engineering Manager  
Kim Sevy, HR & Solid Waste Manager/District Clerk  
Sean Wright, Water Operations Manager  
Chrus Cummings, Assistant Water Operation Manager  
Steve Lowrance, Parks Supervisor  
David Noland, Finance Supervisor  
Jen Oakes, Executive Management Analyst
- District Counsel:** Steve Kennedy, General Counsel

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

### **Call to Order**

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

### **Roll Call**

All Directors were present at roll call.

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

Director Kujawa moved to approve the Agenda. Director Philips seconded the motion. Motion carried 5-0.

#### **2) Public Comment – None**

#### **3) 2023/2024 Budget Workshop**

##### **a) Review & Discussion Regarding Budget Policy**

Staff Recommendation: For the Board to Review Resolution No. 2023-10; Adopting a Budget Policy.

Ms. Lowrance introduced this item and recommended minor amendments.

Consensus of the Board was to bring this policy back on the Consent Calendar with the proposed amendments.

b) **Review & Acceptance of Draft Capital and Repair and Maintenance Plans**

Staff Recommendation: None

Various staff presented this item.

Board consensus was to accept the Capital Repair and Maintenance Plans as presented and amended during the meeting.

c) **Discussion and Possible Adoption of Reserves Schedule for 2023/2024**

Staff Recommendation: Staff recommends for the Board to approve the 2023/2024 Reserves Schedule in compliance with Resolution No. 2023-07.

Mr. Noland presented this item.

Vice President Snyder moved to adopt the 2023/2024 reserves schedule. President Hays seconded the motion. Motion carried 5-0.

4) **Review of Action Items**

The Budget Policy and Reserves Policy will be amended and brought back for adoption on the Consent Calendar.

5) **Adjournment**

With no further business before the Board, the meeting was adjourned at 5:27 p.m.

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

\_\_\_\_\_  
Chuck Hays, President of the Board

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



# Agenda Item 3b

Approval of Board  
Stipends/Reimbursements

## Phelan Piñon Hills Community Services District

### Board Stipend & Mileage Report - 2024

**Name:** Mark Roberts  
**Current Date:** February 23, 2024  
**Reimbursement Month:** January

**Meeting No. 1:**

Date of Meeting/Event: Wednesday, January 10, 2024  
Expense Description/Business Purpose: Regular Board Meeting  
Charge Amount: \$120  
Mileage (Distance): 0

**Meeting No. 2:**

Date of Meeting/Event (2): Wednesday, January 17, 2024  
Expense Description/Business Purpose (2): Regular Engineering Committee Meeting  
Charge Amount (2): \$120  
Mileage (Distance) (2): 0

**Meeting No. 3:**

Date of Meeting/Event (3): Tuesday, January 23, 2024  
Expense Description/Business Purpose (3): Special Finance Committee Meeting  
Charge Amount (3): \$120  
Mileage (Distance) (3): 0

**Meeting No. 4:**

Date of Meeting/Event (4): Wednesday, January 24, 2024  
Expense Description/Business Purpose (4): Regular Board Meeting  
Charge Amount (4): \$120  
Mileage (Distance) (4): 0

**Meeting No. 5:**

Date of Meeting/Event (5):  
Expense Description/Business Purpose (5):  
Charge Amount (5):  
Mileage (Distance) (5):

**Meeting No. 6:**

Date of Meeting/Event (6):  
Expense Description/Business Purpose (6):  
Charge Amount (6):  
Mileage (Distance) (6):

**Meeting No. 7:**

Date of Meeting/Event (7):  
Expense Description/Business Purpose (7):  
Charge Amount (7):  
Mileage (Distance) (7):

**Meeting No. 8:**

Date of Meeting/Event (8):  
Expense Description/Business Purpose (8):  
Charge Amount (8):  
Mileage (Distance) (8):

**Meeting No. 9:**

Date of Meeting/Event (9):  
Expense Description/Business Purpose (9):  
Charge Amount (9):  
Mileage (Distance) (9):

**Meeting No. 10:**

Date of Meeting/Event (10):  
Expense Description/Business Purpose (10):  
Charge Amount (10):  
Mileage (Distance) (10):

**Other Expenses:**

List any meals, lodging, or other expenses you are requesting reimbursement for. Be sure to email or turn in your receipts within 24 hours of charges or return to the District:

**Certification:**

I certify the expenses listed above are related to my authorized travel according to District policies:

*Mark Roberts*

**Reimbursement Summary:**

TOTAL MILEAGE:	0.00
TOTAL REIMBURSED MILEAGE REQUESTED:	\$0.00
TOTAL MEETINGS:	4
TOTAL MEETING REIMBURSEMENT REQUESTED:	\$480.00
OTHER EXPENSES REQUESTED:	\$0.00
<b>Grand Total Reimbursement Requested:</b>	<b>\$480.00</b>

# Agenda Item 3c

Acceptance of Disbursements



# Cash Disbursements Report

## By Payment Number

Payment Dates 1/1/2024 - 1/31/2024

Payment Number	Payment Date	Vendor #	Vendor Name	Account Number	Project Account Key	Payment Amount
Payment Number	Payable Number	Description	Vendor Name	Account Number		Item Amount
586	1/17/2024	DEBPHI	Deborah Jeanne Philips			19.65
	123123	Dec. Mileage - Auto Exp. (Solid Waste		01-0-1-52210		-6.55
	123123	Dec. Mileage - Board, Legislative & So		01-0-1-52219		19.65
	123123	Dec. Mileage - Solid Waste		25-5-1-52210		6.55
587	1/29/2024	CHA HAY	Charles Hays			8.12
	123123	Dec. Mileage - Exp. for Solid Waste		01-0-1-52210		-4.06
	123123	Dec. Mileage - Board & Solid Waste		01-0-1-52214		8.12
	123123	Dec. Mileage - Solid Waste Meeting		25-5-1-52210		4.06
588	1/29/2024	DENMOR	Dennis Morrison			890.45
	010124	Health Insurance Reimb. - Jan.		22-2-2-51230		890.45
589	1/29/2024	LINSMI	Linda Smith			332.52
	010124	Health Insurance Reimb. - Jan.		25-5-1-51230		332.52
590	1/29/2024	MUN DEN	Municipal Dental Pool			4,014.05
	020124	Dental Premium - Feb.		01-0-0-14130		4,014.05
34510	1/17/2024	ASBCSD	Assn of SB County Special Districts			39.00
	012224	Jan. Meeting - Deborah		01-0-1-52239		39.00
34511	1/17/2024	ASBCSD	Assn of SB County Special Districts			300.00
	0261	Membership Dues		01-0-1-54230		300.00
34512	1/17/2024	AVCOM	AVCOM Services Inc.			70.00
	32124	Answering Svc. - Dec.		01-0-1-53150		70.00
34513	1/17/2024	CIEDB BC14-101	US Bank			54,250.39
	14-101-224	Loan #14-101 Interest		01-1-1-91010		54,250.39
34514	1/17/2024	CITY LOAN 21-002	City National Bank			333,839.80
	010124	Loan #21-001 Series B Principal		01-1-0-29750		124,821.40
	010124	Loan #21-001 Series A Principal		01-1-0-29750		145,457.48
	010124	Loan #21-001 Series A Interest		01-1-1-91010		18,900.13
	010124	Loan #21-001 Series B Interest		01-1-1-91010		44,660.79
34515	1/17/2024	CED	Consolidated Electrical Distributors Inc			467.60
	9085-1043554	Well #15 - Electrical Parts		01-0-0-17000	C0095 OUTSIDE SVCS	212.10
	9085-1043645	Well #15 - Electrical Parts		01-0-0-17000	C0095 OUTSIDE SVCS	89.57
	9085-1043829	Parts for Well #15 CI2		01-0-0-17000	C0095 OUTSIDE SVCS	165.93
34516	1/17/2024	SBC PARCELS	County of San Bernardino			4.00
	109216	(2) Parcel Map Revisions		01-1-1-54830		4.00
34517	1/17/2024	SBC LIENS	County of San Bernardino			620.00
	24-2079	(31) Lien Release Docs		01-1-1-54830		620.00
34518	1/17/2024	CPS HR	CPS HR Consulting			887.50
	11881	HR Consulting Svcs. 10/6 - 12/31		01-0-1-53150		887.50
34519	1/17/2024	CR&R	CR&R Incorporated			1,406.50
	801159-4538	Trash - Oasis Yard Jan.		01-0-2-58110		388.58
	801382-1564	Trash - Pinon Hills Park Jan.		22-0-2-58110		241.01
	801608-8478	Trash - Phelan CSD Jan.		01-0-1-58110		388.45
	801608-8478	Trash - Phelan CC Jan.		22-0-2-58110		388.46



Cash Disbursements Report

Payment Dates: 1/1/2024 - 1/31/2024

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
34520	1/17/2024 11298	EMERY Waste Concrete & Asphalt Disposal	Emery Concrete & Asphalt Recycling, Inc.	01-1-2-53150		77.00 77.00
34521	1/17/2024 94633475	ESRI GIS ELA Annual Fee- 3/27/24-3/26/25	Environmental Systems Research Institute, Inc	01-0-0-14100		12,410.79 12,410.79
34522	1/17/2024 101-43639 101-63563-01	GAOSBO Parts for Wekk #15 Casing 2" Pipe Ve Parts for Wekk #15 Casing 2" Pipe Ve	G.A. Osborne Pipe & Supply Inc	01-0-0-17000 01-0-0-17000	C0095 OUTSIDE SVCS C0095 OUTSIDE SVCS	655.90 22.18 633.72
34523	1/17/2024 10765595	GARDA Armored Svcs. Jan.	Garda CL West, Inc	01-0-1-54200		623.16 623.16
34524	1/17/2024 27694 27694	GEOMON Well #17 Samples Routine Samples	GEO-Monitor, Inc.	01-0-0-17000 01-1-4-53140	C0072 OUTSIDE SVCS	3,784.00 2,600.00 1,184.00
34525	1/17/2024 IN7102539464	GOTO Office Phones Support - Jan.	GoTo Communications, Inc.	01-0-1-58010		724.59 724.59
34526	1/17/2024 91	GREE SVCS Landscape Maint. Phelan & P.H Parks	Greenstone Services Inc.	22-2-2-53150		720.00 720.00
34527	1/17/2024 71261	HESHOS Discharge Hose for Well #17	Hesperia Hose Supply Inc	01-0-0-17000	C0072 OUTSIDE SVCS	189.38 189.38
34528	1/17/2024 253925 253925 253925 253925	INFOSE Postage - Dec. Printing - Dec. Postage & Printing - Dec. Postage & Printing - Dec.	Infosend Inc	01-1-6-54860 01-1-6-54890 01-1-9-54800 25-5-1-54800		5,449.60 2,943.54 1,037.42 781.19 687.45
34529	1/17/2024 2024012 2024012 2024012	LIN SVC Janitorial Svcs - CSD & Window Cleani Janitorial Svcs - Oasis Jan. Janitorial Svcs - CC Window Cleaning	Richard J. Linsalato	01-0-1-54320 01-1-1-54320 22-0-1-54320		635.00 380.00 225.00 30.00
34530	1/17/2024 205673497 205673497 698882419 969599505	LOWES Lights and Perimeter alarm conduit, Lights and Perimeter alarm conduit, Parts to Repair Backhoe Trailer #100 Well 15- Material for Chlorine/Electri	Lowe's Credit	01-0-0-17000 01-1-2-54620 01-1-8-54710 01-0-0-17000	C0095 OUTSIDE SVCS C0095 OUTSIDE SVCS	1,622.47 583.84 123.59 270.60 644.44
34531	1/17/2024 36380	MCCALL Flow Meter Cables - Well 15	McCall's Meter Sales & Services	01-0-0-17000	C0095 OUTSIDE SVCS	565.42 565.42
34532	1/17/2024 123123	ANDTRU Inv #3145235 - Pressure Sensors & Fi Inv #314242 - Parts for Well #15 Eyew Inv #3141158 - PVC Adapter for Well Inv #314291 - Wire for Sign at Well #1 Inv #314237 - Brush Wlre Inv #314287 - Battery for Temp Gun Inv #314176 - Supplies for Site Maint. Inv #314253 - Parts for SCE Panel Inv #314289 - Cable Booster & Degre Inv #314145 - Lubricants for Custome Inv #314222 - Propane Torch & Cyland Inv #3141193 - Bolts, Nuts & Washers Inv #314213 - Black Top Mix Inv #314233 - (7) Ice Melt Bags	Mills Hardware	01-0-0-17000 01-0-0-17000 01-0-0-17000 01-0-0-17000 01-1-2-54500 01-1-2-54500 01-1-2-54620 01-1-2-54620 01-1-2-54620 01-1-6-54500 22-2-2-54620 22-2-2-54620 22-2-2-54620 22-2-2-54620 22-2-2-54620	C0095 OUTSIDE SVCS C0095 OUTSIDE SVCS C0072 OUTSIDE SVCS C0095 OUTSIDE SVCS	807.32 102.91 218.20 3.22 15.07 8.61 18.73 76.84 30.77 32.95 71.07 56.01 7.10 15.07 150.77

Cash Disbursements Report

Payment Dates: 1/1/2024 - 1/31/2024

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
34533	1/17/2024 44864	MWA-ALTO 1st. Qtr. Admin/Bio Fees	Mojave Basin Area Watermaster	01-1-3-50010		3.44 3.44
34534	1/17/2024 44863	MWA-OESTE 1st. Qtr. Admin/Bio Fees	Mojave Basin Area	01-1-3-50010		3,515.24 3,515.24
34535	1/17/2024 I-02187256	OFFSOL Office Supplies-Highlithers, Staples, C	Office Solutions	01-0-1-54530		245.00 245.00
34536	1/17/2024 51327	PHEEXP Trk #24 - Oil Change	Phelan Express, Inc.	01-1-8-54710		125.08 125.08
34537	1/17/2024 3050369 7079998	REBEL Fuel - 550 Gl. Fuel-475 Gl.	Rebel Oil Company, Inc.	01-1-8-54410 01-1-8-54410		4,563.50 2,463.80 2,099.70
34538	1/17/2024 LW-1044838	SWRCB Water Qual Water System Annual Fees 7/1/23 - 6	SWRCB Division of Water Quality	01-1-2-53160		24,028.36 24,028.36
34539	1/17/2024 0081844	TESCON Scada - Former Employees Removed,	Tesco Controls, Inc	01-1-2-54620		555.00 555.00
34540	1/17/2024 INV0099055	AQUA MET (495) MXU Single Port Antennas	Aqua Metric Sales Co	01-1-0-13010		67,859.71 67,859.71
34541	1/17/2024 3743 3744	TOP OPT Pest Control - Oasis Dec. Pest Control - CSD Dec.	Top Option Pest Control	01-1-1-53150 01-0-1-53150		173.00 98.00 75.00
34542	1/17/2024 228542 228542 228542	TURSEC Monitoring Svc. - Jan. Monitoring Svc. - Jan. Monitoring Svc. - Jan.	Turner Security, Inc	01-0-1-53150 01-1-1-53150 22-2-2-53150		373.60 46.95 167.80 158.85
34543	1/17/2024 025-450667 025-451121	TYLTEC UB Insite Transaction Fees 10/1 - 12/ Smart Meter Notifications 10/1 - 12/	Tyler Technologies, Inc	01-1-6-53170 01-1-6-53170		12,197.35 11,933.75 263.60
34544	1/17/2024 1220230545	USA (163) Tickets	Underground Service Alert of So. Cal.	01-1-2-53150		295.25 295.25
34545	1/17/2024 INV00229158	USABB (2) Chlorine Injectors	HD Supply, Inc.	01-1-3-54620		1,143.71 1,143.71
34546	1/17/2024 60904 61179	WALL GROUP Phelan Park Expansion - 65% Design Phelan Park Expansion - 65% Design	Wallace Group, a California Corporation	22-2-0-17000 22-2-0-17000	C0078 OUTSIDE SVCS C0078 OUTSIDE SVCS	3,528.75 1,413.75 2,115.00
34552	1/29/2024 95261	APEREN Man-lift rental, Xmas Decor, Street lig	Apex Rentals	22-2-2-54300		775.98 775.98
34553	1/29/2024 699909 702970	ATK Mojave Adjudication Legal Svcs. - Nov Mojave Adjudication Legal Svcs. - Dec	Atkinson, Andelson, Loya, Ruud & Romo Professional Corp. Attorneys at Law	01-0-1-53120 01-0-1-53120	C0057 LEGAL C0057 LEGAL	3,085.77 1,741.22 1,344.55
34554	1/29/2024 INV00332252 INV00332253 INV00332256	BOOBAR Sfty. Work Boots - S. Trujillo Sfty. Work Boots - S. Wright Sfty. Work Boots - F. Ramirez	Boot Barn Inc.	01-1-2-54680 01-1-2-54680 01-1-2-54680		600.00 200.00 200.00 200.00
34555	1/29/2024 9085-1043966 9085-1044056 9085-1044174	CED Wiring Parts for Well #15 Bldg. Wiring for Well #15 Cl2 Wiring for Well #15 Cl2	Consolidated Electrical Distributors Inc	01-0-0-17000 01-0-0-17000 01-0-0-17000	C0095 OUTSIDE SVCS C0095 OUTSIDE SVCS C0095 OUTSIDE SVCS	172.13 34.62 96.14 41.37

Cash Disbursements Report

Payment Dates: 1/1/2024 - 1/31/2024

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
34556	1/29/2024 T269288	CORE (2) 12x20 Clamps	Core & Main	01-1-0-13010		46,181.33 1,391.98
	T995765	Parts for Install of Pressure Reducing		01-1-5-54620		44,563.07
	U146320	Parts for Install of Pressure Reducing		01-1-5-54620		226.28
34557	1/29/2024 OE-0000830	CPS HR Supervisory Skill Training 2/23 - Lori	CPS HR Consulting	01-0-1-54260		225.00 225.00
34558	1/29/2024 012424	DAIPRE Subscription Renewal	Gannett Holdings LLC Mountain/West	01-0-1-54230		497.17 497.17
34559	1/29/2024 95	GREE SVCS Landscape Maint. - Cleanup Leaves	Greenstone Services Inc.	22-2-2-53150		650.00 650.00
34560	1/29/2024 95307	MIN PRESS Postcard Mailers for Solid Waste	Lee Maxton, Inc.	25-5-1-54860		4,134.08 4,134.08
34561	1/29/2024 58100173297	LES SCH Trk #19 - (4) Tires Replaced	Les Schwab Tire Centers of Central CA, INC.	01-1-8-54710		1,648.06 1,648.06
34562	1/29/2024 51491	PHEEXP Trk #28 - Oil & Wiper Blades Change	Phelan Express, Inc.	01-1-8-54710		148.16 148.16
34563	1/29/2024 3050703	REBEL Fuel - 225 Gl.	Rebel Oil Company, Inc.	01-1-8-54410		5,334.29 918.95
	3050764	Fuel - 450 Gl.		01-1-8-54410		1,843.01
	7077656	Fuel - 400 Gl.		01-1-8-54410		1,751.53
	7080467	Fuel - 200 Gl.		01-1-8-54410		820.80
34564	1/29/2024 1128-200039-1-1	RED BRICK Final WQMP - Civic Center Phase 1	Red Brick Solutions LLC	01-0-0-17000	C0002 OUTSIDE SVCS	4,580.00 4,580.00
34565	1/29/2024 1204272023	ARMELE Electrical Work for Site 1B, 4A & Well	Rodger Ashby	01-1-3-54620		400.00 400.00
34566	1/29/2024 74992	SDRMA Add/Remove Trucks to Policy	Special District Risk Management Authority	01-0-8-54380		923.68 923.68
34567	1/29/2024 3785	TOP OPT Pest Control - CSD Jan.	Top Option Pest Control	01-0-1-53150		398.00 75.00
	3785	Pest Control - (3) Bee Removal Jan.		01-1-6-53150		225.00
	3786	Pest Control - Oasis Jan.		01-1-1-53150		98.00
34568	1/29/2024 51761068	UNIVAR Liquid Chlorine - 542 Gl.	UNIVAR INC.	01-1-3-54500		2,201.85 2,201.85
34569	1/29/2024 24AR1451951	VIS EDGE Base Rate & Copies	Visual Edge IT, Inc.	01-0-1-53150		717.41 717.41
34570	1/29/2024 61367	WALL GROUP Professional Services - Grant Support	Wallace Group, a California Corporation	22-2-1-53150		7,755.00 990.00
	61369	Civic Center - Bid Docs Svcs.		01-0-0-17000	C0002 OUTSIDE SVCS	4,995.00
	61370	Assistance with Grant Application		01-0-0-17000	C0002 OUTSIDE SVCS	1,770.00
DFT0012611	1/8/2024 112423	SCE 9587-0653 Electricity - Office 10/24 - 11/24	Southern California Edison	01-0-1-58110		1,169.05 1,401.10
	112423	Electricity - Solar Credits 10/24 - 11/2		01-1-3-58115		-232.05
DFT0012612	1/8/2024 122523	SCE 9587-0653 Electricity - Office 11/25 - 12/25	Southern California Edison	01-0-1-58110		1,441.46 1,441.46
DFT0012614	1/4/2024 113023	SCE 8362-7804 Electricity - Solar Meter 11/1 - 11/30	Southern California Edison	01-1-3-58110		630.43 670.19
	113023	Electricity - Solar Credits 10/27 - 11/2		01-1-3-58115		-39.76

Cash Disbursements Report

Payment Dates: 1/1/2024 - 1/31/2024

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
DFT0012617	1/10/2024 121923-4084	THEGAS Gas - Phelan Sr. Ctr. 11/20 - 12/19	SoCalGas	22-0-2-58110		124.52 124.52
DFT0012618	1/10/2024 121923-4585	THEGAS Gas - Phelan CC 11/20 - 12/19	SoCalGas	22-0-2-58110		142.59 142.59
DFT0012620	1/5/2024 INV0005523 INV0005523 INV0005523	CALPERS 457 Cal PERS 457/ Employer Plan: 450 71 Cal PERS 457/ Employer Plan: 450 71 Cal PERS 457/ Employer Plan: 450 71	California Public Employees' Deferred Compensation Plan	01-1-0-24560 22-2-0-24560 25-5-0-24560		275.00 208.96 3.48 62.56
DFT0012621	1/5/2024 INV0005524 INV0005524 INV0005524 INV0005524	CALPERS CalPERS/Employee Portion(EE) CalPERS/Employee Portion(EE) CalPERS/Employee Portion(EE) CalPERS/Employee Portion(EE)	Calif Public Employees' Retirement System	01-1-0-24530 01-7-0-24530 22-2-0-24530 25-5-0-24530		4,186.11 3,347.37 496.27 251.06 91.41
DFT0012622	1/5/2024 INV0005525 INV0005525 INV0005525 INV0005525	CALPERS CalPERS/Employee Portion(ER) CalPERS/Employee Portion(ER) CalPERS/Employee Portion(ER) CalPERS/Employee Portion(ER)	Calif Public Employees' Retirement System	01-1-0-24530 01-7-0-24530 22-2-0-24530 25-5-0-24530		3,736.83 2,610.13 451.71 462.38 212.61
DFT0012623	1/5/2024 INV0005526 INV0005526 INV0005526 INV0005526	CALPERS CalPERS/Employer Portion CalPERS/Employer Portion CalPERS/Employer Portion CalPERS/Employer Portion	Calif Public Employees' Retirement System	01-1-0-24530 01-7-0-24530 22-2-0-24530 25-5-0-24530		10,178.51 7,469.26 1,245.02 1,019.09 445.14
DFT0012624	1/5/2024 INV0005527 INV0005527 INV0005527 INV0005527	CALPERS CalPERS Retirement/ Survivor Benefit CalPERS Retirement/ Survivor Benefit CalPERS Retirement/ Survivor Benefit CalPERS Retirement/ Survivor Benefit	Calif Public Employees' Retirement System	01-1-0-24530 01-7-0-24530 22-2-0-24530 25-5-0-24530		24.18 17.91 2.54 2.49 1.24
DFT0012625	1/5/2024 INV0005528	EDD State Disability Ins - Payroll Taxes	Employment Development Department	01-0-0-24510		1,180.90 1,180.90
DFT0012626	1/5/2024 INV0005529	IRS Social Security - Payroll Taxes	Internal Revenue Service	01-0-0-24510		133.92 133.92
DFT0012627	1/5/2024 INV0005530	EDD State Employer Training Tax - Payroll T	Employment Development Department	01-0-0-24510		101.82 101.82
DFT0012628	1/5/2024 INV0005531	EDD State Unemployment Ins - Payroll Tax	Employment Development Department	01-0-0-24510		2,647.35 2,647.35
DFT0012629	1/5/2024 INV0005532	EDD CA State Income Tax - Payroll Taxes	Employment Development Department	01-0-0-24510		4,462.80 4,462.80
DFT0012630	1/5/2024 INV0005533	IRS Medicare - Payroll Taxes	Internal Revenue Service	01-0-0-24510		3,144.58 3,144.58
DFT0012631	1/5/2024 INV0005534	IRS Federal Income Tax - Payroll Taxes	Internal Revenue Service	01-0-0-24510		12,119.36 12,119.36
DFT0012632	1/18/2024 113023-2 113023-2	SCE 9515-2666 Electricity-Wells, Boosters, Tanks Nov Electricity-Solar Credits Nov.	Southern California Edison	01-1-3-58110 01-1-3-58115		63,989.89 85,438.55 -21,448.66
DFT0012633	1/18/2024 123123 123123 123123	SCE 9515-2666 Electricity-Wells, Boosters, Tanks Dec. Electricity-Solar Credits Dec. Electricity-St. Lights Dec.	Southern California Edison	01-1-3-58110 01-1-3-58115 23-3-2-58210		10,758.74 10,014.76 -928.20 1,672.18

Cash Disbursements Report

Payment Dates: 1/1/2024 - 1/31/2024

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
DFT0012634	1/18/2024 122823	SCE 3752-2894 Electricity - N. Dairy Mobile 11/29 - 1	Southern California Edison	01-1-3-58110		381.90 381.90
DFT0012635	1/18/2024 123123	SCE 1613-6373 Electricity - R/R Crossings 12/1 - 12/3	Southern California Edison	23-0-2-58210		18.28 18.28
DFT0012636	1/18/2024 123123	SCE 5917-6455 Electricity - Phelan Park St. Lights 12/	Southern California Edison	22-2-2-58110		28.56 28.56
DFT0012637	1/18/2024 122823	SCE 4241-7012 Electricity - S. Dairy Mobile 11/29 - 1	Southern California Edison	01-1-3-58110		483.21 483.21
DFT0012638	1/18/2024 122823	SCE 8092-3468 Electricity - NW Dairy MOBILE 11/29 -	Southern California Edison	01-1-3-58110		659.11 659.11
DFT0012639	1/18/2024 010224	SCE 7441-5755 Electricity - Pinon Hills CC 12/1 - 1/2	Southern California Edison	22-0-2-58110		271.08 271.08
DFT0012640	1/18/2024 123123	SCE 4490-1265 Electricity - P.H. Fire Station 12/1 - 12	Southern California Edison	22-0-2-58110		18.28 18.28
DFT0012641	1/18/2024 122823	SCE 3886-3219 Electricity - Well #17 11/29 - 12/28	Southern California Edison	01-1-3-58110		456.36 456.36
DFT0012642	1/18/2024 122923	SCE 7695-0442 Electricity - Fill Station 11/29 - 12/28	Southern California Edison	01-0-2-58110		25.96 25.96
DFT0012643	1/18/2024 9953181851	VER AIR Phones - Jet Packs, Tablets, On-Call D	Verizon Wireless	01-1-1-58010		1,329.39 1,329.39
DFT0012644	1/17/2024 12183R	ACT IT Software Support - Jan.	David Shay	01-0-1-53170		7,376.90 7,376.90
DFT0012645	1/18/2024 RC1083468 RC1083468	RACE Phones Internet Credit - Phelan CC Ja Phones Internet - Phelan CC Jan.	Race Communications	22-0-1-58010 22-0-1-58010		4.00 -200.00 204.00
DFT0012646	1/17/2024 RC1083466 RC1083466	RACE Phones Internet Credit - Pinon Hills C Phones Internet - Pinon Hills CC Jan.	Race Communications	22-0-1-58010 22-0-1-58010		104.00 -100.00 204.00
DFT0012647	1/17/2024 RC1083467	RACE Phones Internet - CSD Jan.	Race Communications	01-0-1-58010		255.00 255.00
DFT0012648	1/17/2024 RC1076471	RACE Phones Internet - Shop Jan.	Race Communications	01-1-1-58010		255.00 255.00
DFT0012649	1/30/2024 34260	ANTBLU Health Premium - Feb.	Anthem Blue Cross	01-0-0-14130		27,080.94 27,080.94
DFT0012651	1/8/2024 45221-1	KAI PER Health Premium - Jan.	Kaiser Permanente	01-0-0-14130		14,505.58 14,505.58
DFT0012652	1/8/2024 45221-2	KAI PER Health Premium - Feb.	Kaiser Permanente	01-0-0-14130		14,505.58 14,505.58
DFT0012653	1/17/2024 123123 123123 123123 123123 123123 123123	FBC-HEATHER Amazon - Mailing Labels Amazon - Safe Box, Kleenex Amazon - Trash Can Liners Pitney Bowes - Postal Meter Supplies Amazon - Hand Sanitizer Certified Mail - Water Theft Letter	First Bank Card	01-0-1-54530 01-0-1-54530 01-0-1-54530 01-0-1-54530 01-0-1-54530 01-1-6-54860		712.70 31.23 108.82 194.32 315.65 55.69 6.99
DFT0012654	1/17/2024 123123	FBC-KIM Adobe - Creative Cloud	First Bank Card	01-0-1-53170		1,433.80 54.99

Cash Disbursements Report

Payment Dates: 1/1/2024 - 1/31/2024

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
	123123	Calendar Wiz		01-0-1-53170		14.00
	123123	Dropbox - License		01-0-1-53170		156.89
	123123	In-N-Out - Employee Training Gift Car		01-0-1-54260		460.00
	123123	Starbucks - Employee Training Gift Ca		01-0-1-54260		20.00
	123123	Amazon - Computer Monitor		01-0-1-54530		155.84
	123123	Amazon - Dual Monitor Stand		01-0-1-54530		128.21
	123123	CVS Pharmacy - Board Photos for Lob		01-0-1-54530		24.19
	123123	K2 Awards - Engraved Plaque		01-0-1-54530		46.38
	123123	Minuteman Press - Embroidery for Ja		01-0-1-54680		373.30
DFT0012655	1/17/2024	FBC-STEVE	First Bank Card			1,599.33
	123123	Rick's Cafe - Staff Meeting		01-0-1-54440		133.83
	123123	Ariat - Safety Boots - S. Lowrance		22-2-1-54680		204.67
	123123	Macy's - Uniform - S. Lowrance		22-2-1-54680		113.37
	123123	Amazon - Vacuum & Bags		22-2-2-54620		260.81
	123123	Amazon - (2) American Flags		22-2-2-54620		88.32
	123123	Amazon - Air Filter 12 Pack		22-2-2-54620		74.56
	123123	Roll Over Beethoven - Microphone &		22-2-2-54800		258.56
	123123	Home Depot - Tree Lighting Supplies		22-2-2-54800		465.21
DFT0012656	1/17/2024	FBC-LORI	First Bank Card			515.00
	123123	CSMFO Membership - A. Ahumada		01-0-1-54230		55.00
	123123	GFOA - COA Review Fee		01-0-1-54530		460.00
DFT0012657	1/17/2024	FBC-DEBORAH	First Bank Card			1,530.06
	123123	Arco - Fuel - ACWA Conference		01-0-1-52219		24.55
	123123	7-Eleven - Fuel - ACWA Conference		01-0-1-52219		23.11
	123123	Lyft - ACWA Conference		01-0-1-52229		21.31
	123123	Lyft - ACWA Conference		01-0-1-52229		21.19
	123123	Lyft - ACWA Conference		01-0-1-52229		19.99
	123123	Lyft - ACWA Conference		01-0-1-52229		19.68
	123123	Renaissance Hotels - ACWA Conferen		01-0-1-52229		6.47
	123123	Lyft - ACWA Conference		01-0-1-52229		18.71
	123123	Lyft - ACWA Conference		01-0-1-52229		11.80
	123123	A&W Mentone - ACWA Conference		01-0-1-52229		29.91
	123123	Papa John's - ACWA Conference		01-0-1-52229		57.48
	123123	Lyft - ACWA Conference		01-0-1-52229		19.36
	123123	Lyft - ACWA Conference		01-0-1-52229		22.12
	123123	Embassy Suites - ACWA Conference		01-0-1-52229		448.68
	123123	Avis - Rent-A-Car - ACWA Conference		01-0-1-52229		65.70
	123123	CSDA - CSDA Conference Registration		01-0-1-52239		720.00
DFT0012658	1/17/2024	FBC-Aimee	First Bank Card -Aimee			158.96
	123123	Pizza Factory - For Office		01-0-1-54530		84.31
	123123	Pizza Factory - Board Meeting		01-0-1-54530		74.65
DFT0012659	1/17/2024	FBC-SEAN	First Bank Card			534.14
	123123	Water Wise Pro - Training for C. Gualc		01-1-1-54260		300.00
	123123	AWWA - Cross Connection Renewal -		01-1-1-54260		100.00
	123123	Rick's Cafe - Staff Meeting		01-1-1-54440		134.14
DFT0012660	1/18/2024	NAPA	NAPA Auto Parts			25.84
	605858	Trk #26 Wiper Blades		22-2-8-54710		25.84
DFT0012661	1/17/2024	FBC-JENNIFER	First Bank Card			1,165.04
	123123	Family Custom Designs - Placards for		01-0-0-17000	C0095 OUTSIDE SVCS	36.07
	123123	Zoom - Cloud Recording Subscription		01-0-1-53170		100.00
	123123	Adobe - Subscription for Office, Eng.,		01-0-1-53170		263.89
	123123	Stater Bros. - Staff Training		01-0-1-54260		61.59
	123123	HDMWA - Year-End Meeting		01-0-1-54440		45.00
	123123	Zazzle - Board Name Plates		01-0-1-54530		45.35
	123123	Lowe's - Christmas Tree for Office		01-0-1-54530		159.75

Cash Disbursements Report

Payment Dates: 1/1/2024 - 1/31/2024

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
	123123	Adobe - Subscription for C. Cumming		01-1-1-53170		23.22
	123123	Adobe - Subscription for Office, Eng.,		01-1-1-53170		47.98
	123123	iRepair Medic - Field iPad Diagnostic		01-1-1-54500		51.00
	123123	Mailchimp - Customer E-Bills		01-1-6-53170		120.00
	123123	Magnets.com - Magnets for Trucks		01-1-8-54710		163.21
	123123	Adobe - Subscription for Office, Eng.,		01-7-7-53170		47.98
DFT0012662	1/17/2024	FBC-GEORGE	First Bank Card			1,232.70
	123123	Rick's Cafe - Meeting with D. Bartz &		01-0-1-54440		63.44
	123123	The Hat - Meeting w/ Yucaipa Water		01-0-1-54440		38.29
	123123	Captain's Fish Tacos - MWA Meeting		01-0-1-54440		67.60
	123123	Stater Bros. - Draino and Windex		01-0-1-54530		12.91
	123123	HDMWA - (6) Year-End Meeting		01-1-1-54440		180.00
	123123	Apple iCloud - Storage for Field Mobil		01-1-2-53170		0.99
	123123	Shell - Fuel - Truck #28		01-1-8-54410		92.63
	123123	Chevron - Fuel - Truck #28		01-1-8-54410		92.22
	123123	ESRI - ESRI Conference for T. De La Ro		01-7-7-54260		550.00
	123123	HDMWA - (6) Year-End Meeting		01-7-7-54440		90.00
	123123	Citrus Market - ACWA Conference		01-7-7-54470		18.14
	123123	Citrus Market - ACWA Conference		01-7-7-54470		18.14
	123123	Citrus Market - ACWA Conference		01-7-7-54470		8.34
DFT0012663	1/17/2024	FBC-CHRIS	First Bank Card			1,461.14
	123123	Angel Rock & Sand - Well 15 Concrete		01-0-0-17000	C0095 OUTSIDE SVCS	267.53
	123123	Steel Supply - Well 15 Weld Fitting		01-0-0-17000	C0095 OUTSIDE SVCS	33.09
	123123	Credit for Adobe Subscription - C. Cu		01-1-1-53170		-239.88
	123123	Amazon - Field Head Lamps		01-1-2-54500		147.32
	123123	Amazon - Measuring Wheel, Hose Cla		01-1-2-54620		117.52
	123123	Amazon - Vent Covers for Pump Hous		01-1-2-54620		129.67
	123123	Amazon - Fill Station Hose Fittings		01-1-2-54620		66.36
	123123	NAPA - Sounding Compressors for We		01-1-3-54500		404.03
	123123	Amazon - Batteries for Meter Progra		01-1-6-54500		37.66
	123123	Home Depot - Gloves for Meter Swap		01-1-6-54620		64.26
	123123	Home Depot - Shovels for Meter Swa		01-1-6-54620		433.58
DFT0012664	1/17/2024	FBC-DON	First Bank Card			2,336.15
	123123	Hyatt - Hotel for M. Roberts - ACWA C		01-0-1-52225		475.26
	123123	Tripco Fuels - Fuel		01-0-1-54140		176.92
	123123	Shell - Fuel		01-0-1-54140		195.75
	123123	Rick's Cafe - Staff Meeting		01-0-1-54440		40.75
	123123	Rick's Cafe - Meeting with G. Cardena		01-0-1-54440		43.50
	123123	CAVA - ACWA Conference		01-0-1-54470		45.87
	123123	CAVA - ACWA Conference		01-0-1-54470		28.79
	123123	The Place Bar - ACWA Conference		01-0-1-54470		59.10
	123123	Urban Crave - CSDA Meeting		01-0-1-54470		54.06
	123123	CAVA - ACWA Conference		01-0-1-54470		119.13
	123123	Hyatt - Hotel for D. Bartz - CSDA Mee		01-0-1-54470		325.73
	123123	Hyatt - Hotel for D. Bartz - ACWA Conf		01-0-1-54470		621.08
	123123	Ontario Airport Parking - CSDA Meeti		01-0-1-54470		60.00
	123123	PMB Lobby Lounge - CSDA Meeting		01-0-1-54470		90.21
DFT0012665	1/12/2024	FRO 8637	Frontier Communications			65.26
	011824	Phones - Sr. Ctr. 12/19 - 1/18		22-0-1-58010		65.26
DFT0012666	1/18/2024	XEROX	Xerox Corporation			280.55
	5322429	Copier Lease 1/12 - 2/11		01-0-1-54300		280.55
DFT0012667	1/16/2024	CIN UNI	Cintas Corporation			294.85
	121123	Early Pmt Discount		01-1-1-54680		-2.80
	123123	Uniform Rental Svcs. - Dec.		01-1-1-54680		257.21
	123123	Uniform Rental Svcs. - Dec.		22-2-1-54680		40.44

Cash Disbursements Report

Payment Dates: 1/1/2024 - 1/31/2024

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
DFT0012668	1/19/2024	CALPERS 457	California Public Employees' Deferred Compensation Plan			275.00
	INV0005535	Cal PERS 457/ Employer Plan: 450 71		01-1-0-24560		209.64
	INV0005535	Cal PERS 457/ Employer Plan: 450 71		22-2-0-24560		4.98
	INV0005535	Cal PERS 457/ Employer Plan: 450 71		25-5-0-24560		60.38
DFT0012669	1/19/2024	CALPERS	Calif Public Employees' Retirement System			4,168.96
	INV0005536	CalPERS/Employee Portion(EE)		01-1-0-24530		3,370.34
	INV0005536	CalPERS/Employee Portion(EE)		01-7-0-24530		401.47
	INV0005536	CalPERS/Employee Portion(EE)		22-2-0-24530		253.94
	INV0005536	CalPERS/Employee Portion(EE)		25-5-0-24530		143.21
DFT0012670	1/19/2024	CALPERS	Calif Public Employees' Retirement System			3,736.83
	INV0005537	CalPERS/Employee Portion(ER)		01-1-0-24530		2,607.43
	INV0005537	CalPERS/Employee Portion(ER)		01-7-0-24530		451.71
	INV0005537	CalPERS/Employee Portion(ER)		22-2-0-24530		470.40
	INV0005537	CalPERS/Employee Portion(ER)		25-5-0-24530		207.29
DFT0012671	1/19/2024	CALPERS	Calif Public Employees' Retirement System			10,161.50
	INV0005538	CalPERS/Employer Portion		01-1-0-24530		7,487.54
	INV0005538	CalPERS/Employer Portion		01-7-0-24530		1,151.07
	INV0005538	CalPERS/Employer Portion		22-2-0-24530		1,035.31
	INV0005538	CalPERS/Employer Portion		25-5-0-24530		487.58
DFT0012672	1/19/2024	CALPERS	Calif Public Employees' Retirement System			24.18
	INV0005539	CalPERS Retirement/ Survivor Benefit		01-1-0-24530		18.10
	INV0005539	CalPERS Retirement/ Survivor Benefit		01-7-0-24530		2.27
	INV0005539	CalPERS Retirement/ Survivor Benefit		22-2-0-24530		2.50
	INV0005539	CalPERS Retirement/ Survivor Benefit		25-5-0-24530		1.31
DFT0012673	1/19/2024	EDD	Employment Development Department			1,172.63
	INV0005540	State Disability Ins - Payroll Taxes		01-0-0-24510		1,172.63
DFT0012674	1/19/2024	IRS	Internal Revenue Service			29.76
	INV0005541	Social Security - Payroll Taxes		01-0-0-24510		29.76
DFT0012675	1/19/2024	EDD	Employment Development Department			64.15
	INV0005542	State Employer Training Tax - Payroll T		01-0-0-24510		64.15
DFT0012676	1/19/2024	EDD	Employment Development Department			1,667.57
	INV0005543	State Unemployment Ins - Payroll Tax		01-0-0-24510		1,667.57
DFT0012677	1/19/2024	EDD	Employment Development Department			4,299.60
	INV0005544	CA State Income Tax - Payroll Taxes		01-0-0-24510		4,299.60
DFT0012678	1/19/2024	IRS	Internal Revenue Service			3,098.42
	INV0005545	Medicare - Payroll Taxes		01-0-0-24510		3,098.42
DFT0012679	1/19/2024	IRS	Internal Revenue Service			11,787.84
	INV0005546	Federal Income Tax - Payroll Taxes		01-0-0-24510		11,787.84
DFT0012680	1/26/2024	AME FID	American Fidelity Assurance Company			266.66
	2348617B	Flex Spending 1/1		01-0-0-24580		266.66
DFT0012681	1/30/2024	AME FID	American Fidelity Assurance Company			266.66
	2348618B	Flex Spending 1/15		01-0-0-24580		266.66
DFT0012682	1/29/2024	AME SUP	American Fidelity Assurance			945.50
	D680842	Supplemental Life Insurance - Jan.		01-0-0-24580		945.50
DFT0012683	1/26/2024	FRO 3434	Frontier Communications			198.48
	011024	Phones - Telemetry 1/10 - 2/9		01-1-5-58010		198.48
DFT0012684	1/26/2024	FRO 5743	Frontier Communications			99.50
	010724	Phones - Office 1/7 - 2/6		01-0-1-58010		99.50



Cash Disbursements Report

Payment Dates: 1/1/2024 - 1/31/2024

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
DFT0012685	1/16/2024 4176617378	CIN UNI Vehicle Wash Station Supplies	Cintas Corporation	01-1-8-54710		39.08 39.08
DFT0012686	1/16/2024 5188820038 5188820038	CINFIR First Aid Supplies - CSD First Aid Supplies - CSD	Cintas	01-0-1-54500 22-0-1-54500		532.14 521.50 10.64
DFT0012687	1/26/2024 5192738410 5192738410	CINFIR First Aid Supplies - CSD First Aid Supplies - CSD	Cintas	01-0-1-54500 22-0-1-54500		418.51 410.14 8.37
DFT0012688	1/26/2024 120723	SCE 1078-5254 Electricity - CC & Sr. Ctr. 12/7 - 1/7	Southern California Edison	22-0-2-58110		357.59 357.59
DFT0012689	1/22/2024 120123	SCE 2439-1773 Electricity- Phelan Park 11/25 - 12/2	Southern California Edison	22-0-2-58110		14.51 14.51
DFT0012690	1/18/2024 122823-6056	THEGAS Gas - Pinon Hills CC 11/28 - 12/28	SoCalGas	22-0-2-58110		101.70 101.70
DFT0012691	1/18/2024 122823-6781	THEGAS Gas - Pinon Hills Fire 11/28 - 12/28	SoCalGas	22-0-2-58110		14.79 14.79
DFT0012692	1/22/2024 819677244	VSP Vision Insurance - Feb.	Vision Service Plan	01-0-0-14130		580.16 580.16
DFT0012693	1/18/2024 354000047662	VER FLEET Feelt GPS - Dec.	Verizon Connect Fleet USA, LLC	01-1-8-54300		341.10 341.10
DFT0012710	1/31/2024 011924-4585	THEGAS Gas - Phelan CC 12/19 - 1/19	SoCalGas	22-0-2-58110		179.85 179.85
DFT0012711	1/31/2024 011924-4084	THEGAS Gas - Phelan Sr. Ctr. 12/19 - 1/19	SoCalGas	22-0-2-58110		181.63 181.63
DFT0012712	1/26/2024 5192738497	CINFIR First Aid Supplies - Shop	Cintas	01-1-1-54500		496.42 496.42
DFT0012713	1/26/2024 5188820014	CINFIR First Aid Supplies - Shop	Cintas	01-1-1-54500		806.57 806.57
DFT0012727	1/29/2024 022424	FRO 5072 Phones - Oasis Yard 1/25 - 2/24	Frontier Communications	01-1-1-58010		172.52 172.52
DFT0012728	1/29/2024 012424	FRO 5072 Phones - Oasis Yard 12/25 - 1/24	Frontier Communications	01-1-1-58010		158.04 158.04
DFT0012729	1/29/2024 021824	FRO 8637 Phones Sr. Ctr 1/19 - 2/18	Frontier Communications	22-0-1-58010		65.97 65.97
<b>Payment Total:</b>						<b>872,725.62</b>

## Report Summary

### Fund Summary

Fund	Payment Amount
01 - WATER FUND	848,824.57
22 - PARKS & RECREATION	15,333.20
23 - STREET LIGHTING	1,690.46
25 - SOLID WASTE	6,877.39
<b>Grand Total:</b>	<b>872,725.62</b>

### Account Summary

Account Number	Account Name	Payment Amount
01-0-0-14100	Prepaid Expense	12,410.79
01-0-0-14130	Prepaid Benefit	60,686.31
01-0-0-17000	CIP Enterprise Funds	17,899.80
01-0-0-24510	Payroll Tax Payable	45,910.70
01-0-0-24580	Supplemental Ins W/H P	1,478.82
01-0-1-52210	Board Exp - Auto Expens	-10.61
01-0-1-52214	Board - Auto Expense/H	8.12
01-0-1-52219	Board - Auto Expense/P	67.31
01-0-1-52225	Board - Meals,Travel Exp	475.26
01-0-1-52229	Board - Meals,Travel Exp	762.40
01-0-1-52239	Board - Education,Traini	759.00
01-0-1-53120	Legal Services	3,085.77
01-0-1-53150	Outside Service	1,871.86
01-0-1-53170	Software Support	7,966.67
01-0-1-54140	Auto Expense	372.67
01-0-1-54200	Credit Card Fee & Bank	623.16
01-0-1-54230	Dues & Subscriptions	852.17
01-0-1-54260	Education & Training	766.59
01-0-1-54300	Equipment Rental / Leas	280.55
01-0-1-54320	General Maintenance	380.00
01-0-1-54440	Meeting, Seminar & Sup	432.41
01-0-1-54470	Travel Expense	1,403.97
01-0-1-54500	Operating Supplies	931.64
01-0-1-54530	Office Supplies	2,142.30
01-0-1-54680	Uniforms	373.30
01-0-1-58010	Telephone	1,079.09
01-0-1-58110	Utilities	3,231.01
01-0-2-58110	Utilities	414.54
01-0-8-54380	Insurance - Vehicle	923.68
01-1-0-13010	Inventory - Water Field P	69,251.69
01-1-0-24530	Retirement W/H Payable	26,928.08
01-1-0-24560	Retirement 457 W/H Pay	418.60
01-1-0-29750	Loan Payable - CNB 21-0	270,278.88
01-1-1-53150	Outside Service	363.80
01-1-1-53170	Software Support	-168.68
01-1-1-54260	Education & Training	400.00
01-1-1-54320	General Maintenance	225.00
01-1-1-54440	Meeting, Seminar & Sup	314.14
01-1-1-54500	Operating Supplies	1,353.99
01-1-1-54680	Uniforms	254.41
01-1-1-54830	State & County Fees & S	624.00
01-1-1-58010	Telephone	1,914.95
01-1-1-91010	Interest Expense	117,811.31
01-1-2-53150	Outside Service	372.25
01-1-2-53160	Permits & Fees	24,028.36
01-1-2-53170	Software Support	0.99
01-1-2-54500	Operating Supplies	174.66
01-1-2-54620	Repair & Maintenance	1,132.70
01-1-2-54680	Uniforms	600.00

**Account Summary**

Account Number	Account Name	Payment Amount
01-1-3-50010	MWA/AVW Admin. & Bi	3,518.68
01-1-3-54500	Operating Supplies	2,605.88
01-1-3-54620	Repair & Maintenance	1,543.71
01-1-3-58110	Utilities	98,104.08
01-1-3-58115	Utilities - Solar Credits	-22,648.67
01-1-4-53140	Laboratory Analysis	1,184.00
01-1-5-54620	Repair & Maintenance	44,789.35
01-1-5-58010	Telephone	198.48
01-1-6-53150	Outside Service	225.00
01-1-6-53170	Software Support	12,317.35
01-1-6-54500	Operating Supplies	108.73
01-1-6-54620	Repair & Maintenance	497.84
01-1-6-54860	Postage & Mailing	2,950.53
01-1-6-54890	Printing	1,037.42
01-1-8-54300	Equipment Rental / Leas	341.10
01-1-8-54410	Fuel Costs	10,082.64
01-1-8-54710	Vehicle Maintenance	2,394.19
01-1-9-54800	Programs (Wtr Conserva	781.19
01-7-0-24530	Retirement W/H Payable	4,202.06
01-7-7-53170	Software Support	47.98
01-7-7-54260	Education & Training	550.00
01-7-7-54440	Meeting, Seminar & Sup	90.00
01-7-7-54470	Travel Expense	44.62
22-0-1-54320	General Maintenance	30.00
22-0-1-54500	Operating Supplies	19.01
22-0-1-58010	Telephone	239.23
22-0-2-58110	Utilities	2,036.01
22-2-0-17000	CIP - Parks & Rec	3,528.75
22-2-0-24530	Retirement W/H Payable	3,497.17
22-2-0-24560	Retirement 457 W/H Pay	8.46
22-2-1-53150	Outside Service	990.00
22-2-1-54680	Uniforms	358.48
22-2-2-51230	Employee Group Insuran	890.45
22-2-2-53150	Outside Service	1,528.85
22-2-2-54300	Equipment Rental / Leas	775.98
22-2-2-54620	Repair & Maintenance	652.64
22-2-2-54800	Programs (Park & Rec)	723.77
22-2-2-58110	Utilities	28.56
22-2-8-54710	Vehicle Maintenance	25.84
23-0-2-58210	Utilities - Street Lights	18.28
23-3-2-58210	Utilities - Street Lights	1,672.18
25-5-0-24530	Retirement W/H Payable	1,589.79
25-5-0-24560	Retirement 457 W/H Pay	122.94
25-5-1-51230	Employee Group Insuran	332.52
25-5-1-52210	Board Exp - Auto Expens	10.61
25-5-1-54800	Programs (Solid Waste)	687.45
25-5-1-54860	Postage & Mailing	4,134.08
	<b>Grand Total:</b>	<b>872,725.62</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	848,211.30
C0002 OUTSIDE SVCS	11,345.00
C0057 LEGAL	3,085.77
C0072 OUTSIDE SVCS	2,792.60
C0078 OUTSIDE SVCS	3,528.75
C0095 OUTSIDE SVCS	3,762.20

**Project Account Summary**

**Project Account Key**  
C0095 OUTSIDE SVCS

**Payment Amount**

**Grand Total:**

872,725.62

# Agenda Item 3d

Adoption of Resolution No. 2024-04;  
Adopting a Budget Policy

## MEMORANDUM

**DATE:** February 28, 2024

**TO:** Board of Directors

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

**SUBJECT:** Adoption of Resolution No. 2024-04; Adopting a Budget Policy

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### STAFF RECOMMENDATION

For the Board to adopt Resolution No. 2024-04; Adopting a Budget Policy.

### BACKGROUND

The Board reviewed the Budget Policy at the Budget Workshop on February 21, 2024. During the meeting, staff made suggestions for minor revisions. Those revisions were incorporated in the attached redlined Budget Policy for Board review and adoption.

### FISCAL IMPACT

None

### ATTACHMENT(S)

Resolution No. 2024-04 (redlined)

**RESOLUTION NO. 2024-04**  
**RESOLUTION OF THE BOARD OF DIRECTORS OF**  
**THE PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT**  
**ADOPTING A BUDGET POLICY**

**WHEREAS**, the Board of Directors desires to adopt a Budget Policy; and

**WHEREAS**, the objective of the Policy is to provide staff the procedures and guidelines upon which to prepare the annual budget; and

**WHEREAS**, a Budget Policy has been presented to the Board of Directors of the Phelan Piñon Hills Community Services District in the form attached to this Resolution and marked "Budget Policy."

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of the Phelan Piñon Hills Community Services District does hereby adopt and approve the District "Budget Policy" attached hereto, which the Policy is by this reference incorporated herein.

**APPROVED, SIGNED, AND ADOPTED** by the Board of Directors of the Phelan Piñon Hills Community Services District at a regular meeting held on the 28<sup>th</sup> day of February, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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President, Board of Directors  
Phelan Piñon Hills Community Services  
District

ATTEST

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Secretary,  
Phelan Piñon Hills Community Services  
District and of the Board of Directors

## **BUDGET POLICY**

### **TABLE OF CONTENTS**

		<u>Page</u>
Section 1	Introduction	2-5
Section 2	Fiscal Integrity	6-7
Section 3	Revenue	8
Section 4	Expenses	9
Section 5	Capital Expenditures	10
Section 6	District Reserves	10



## **SECTION 1. INTRODUCTION**

1.1 **Introduction** - This general Budget Policy is the basis upon which staff develops budget recommendations and establishes funding priorities within the limited resources the Phelan Piñon Hills Community Services ("District") has available to provide services.

1.2 **Budget Parameters** - The budget is a plan agreed to by the District's Board of Directors and the General Manager. It will contain information and data regarding the goals and priorities of the District and its revenue requirements for expected expenditures. Adopted budgets will comply with this budget policy. The General Manager has the primary responsibility for formulating and implementing the budget proposals in line with the Board of Directors priority directions. The budget is prepared by District staff in the Finance Department with input from District management.

1.3 **Government Code** - California Government Code 61110 states the following regarding budgets for special districts.

- A. On or before July 1 of each year or, for districts using two one-year budgets or a biennial budget, every other year, the Board of Directors may adopt a preliminary budget that conforms to generally accepted accounting and budgeting procedures for special districts.
- B. The Board of Directors may divide the preliminary budget into categories, including, but not limited to, the following:
  - 1. Maintenance and operation
  - 2. Services and supplies
  - 3. Employee compensation
  - 4. Capital outlay
  - 5. Interest and redemption for indebtedness
  - 6. Designated reserve for capital outlay
  - 7. Designated reserve for contingencies
- C. On or before July 1 of each year or, for districts using two one-year budgets or a biennial budget, every other year, the Board of Directors shall publish a notice stating all of the following:
  - 1. Either that it has adopted a preliminary budget or that the general manager has prepared a proposed final budget which is available for inspection at a time and place within the district specified in the notice.

2. The date, time, and place when the board of directors will meet to adopt the final budget and that any person may appear and be heard regarding any item in the budget or regarding the addition of other items.
3. The Board of Directors shall publish the notice at least two weeks before the hearing in at least one newspaper of general circulation in the District pursuant to Section 6061.
4. At the time and place specified for the hearing, any person may appear and be heard regarding any item in the budget or regarding the addition of other items. The hearing on the budget may be continued from time to time.
5. On or before September 1 of each year or, for districts using two one-year budgets or a biennial budget, every other year, the board of directors shall adopt a final budget that conforms to generally accepted accounting and budgeting procedures for special districts. The general manager shall forward a copy of the final budget to the auditor of each county in which the district is located.

1.4 **Public Hearing** - In accordance with California Government Code 61110 stated above, the District will hold a public hearing and will publish the required notice at least two weeks before the hearing. Any person may appear and be heard regarding any item in the budget or regarding the addition of other items.

Because the District's budgets may contain items that require notices to customers, a Draft Budget will be presented to the Board of Directors in advance, giving staff the authorization to move forward with noticing requirements. A copy of the draft budget will be made available for public inspection on the District's website and at the District's main office.

1.5 **Budget Calendar & Deadlines** - Finance Staff will prepare and present the Budget Calendar to the General Manager, the Board of Directors, and staff ~~before the beginning of March in the calendar year that a budget is to be adopted. prior to beginning the annual budget process.~~

The California Government Code requires the District to adopt a final budget on or before September 1st in the year a budget is to be adopted. Because the District's fiscal year begins July 1st, the budget will be approved before the end of June to allow for the authorization of expenditures.

1.6 **Accounting Method** - The budget will be prepared using the same accounting methodology as the District's Annual Financial Report to allow for consistency and transparency between the two documents. The ~~account method used for both documents will be the~~ accrual method of accounting will be used for both documents.

1.7 **Budget Elements** - The budget will include all ~~of the~~ elements listed below. It will be presented in a public-friendly format. All ~~of the~~ schedules will be consistent in format and the total amounts will agree throughout the document. The budget will contain comparisons to prior budgets and actual data.

- A. Budget Message
- B. Budgetary Control and Financial Practices
- C. Financial Policies
- D. Sources of Revenue
- E. Rates and Fees
- F. Organizational Chart
- G. Staffing Levels
- H. Department Functions and Goals
- I. Financial History and Budget Comparison
- J. Budget Overview
- K. Statement of Revenues and Expenditures
- L. Fund Balances and Cash Flow Projections
- M. Reserves Schedule
- N. Debt Service Analysis
- O. Capital Expenditure Descriptions
- P. Five Year Forecast
- Q. Statistical Section
- R. Glossary

1.8 **Budget Amendments** - If a significant change to operations occurs after the budget has been adopted, the District should propose an amendment to the budget. California Government Code 61111 states the following regarding budget amendments for special districts.

- A. At any regular meeting or properly noticed special meeting after the adoption

of its final budget, the Board of Directors may adopt a resolution amending the budget and ordering the transfer of funds between categories, other than transfers from the designated reserve for capital outlay and the designated reserve for contingencies.

- B. The Board of Directors may authorize the General Manager to transfer funds between budget categories, other than transfers from the designated reserve for capital outlay and the designated reserve for contingencies.

1.9 **Budgetary Control – Level of Control** – The General Manager can go over or be under budget on a line-item basis, with explanation, as authorized in the District Purchasing Policy, provided it does not impact the overall Budget.

## **Section 2. FISCAL INTEGRITY**

The District recognizes that long-term fiscal stability ensures that authorized services will continue uninterrupted. It is the District's intention to maximize the level of service provided. The most critical planning tool is an accurate and fiscally responsible budget. Ongoing operating expenditure budgets should not exceed the amount of ongoing revenue budgets that finance these costs. Cash balances will be allocated in accordance with the District's Cash Reserve Policy. The District will maintain the fiscal integrity of its operating and capital improvement budgets which provide services and maintain the District's infrastructure.

2.1 **Best Practices** - The Government Finance Officers Association and the National Advisory Council on State and Local Budgeting provide guidance on budgeting best practices and should be referred to for updated information.

2.2 **Balanced Budget Definition** - The District considers a budget as balanced if there are sufficient net revenues to cover the cost of operations and debt service. The District will always adopt a budget that is balanced. The District considers a budget as fully funded if the budget is balanced and there is sufficient cash from operations to contribute the amounts necessary to fund the Operating Funds, the Capital Improvement Funds and the Rate Stabilization Funds as outlined in the District's Cash Reserve Policy. The District will strive toward a fully funded budget. If there is a revenue gap, the budget will indicate how and when this gap will be eliminated.

2.3 **Public Involvement** - Public involvement during the budget process will be encouraged. The District will hold a budget workshop in an informal setting to encourage input from the public. The budget will be discussed in advance in open session and will be included in the posted agenda. A Public Hearing will be held and proper publishing requirements will be met at a minimum.

2.4 **Periodic Reporting** - Staff will provide comparison reports to the General Manager and the Board of Directors on a quarterly basis at a minimum, to monitor revenues and expenditures and to provide information regarding any major variances from budget. Monthly comparison reports will be provided to all department managers to monitor expenditures and to plan the year as it progresses in an effort to stay within the adopted budget in accordance with the District's Purchasing Policy.

### **SECTION 3. REVENUE**

3.1 **Guidelines for Revenue Budget** - Revenue will be budgeted conservatively. Generally, revenue estimates shall not assume growth rates in excess of inflation and scheduled rate increases. Any revenue that carries a level of uncertainty should not be included in the budget.

3.2 **Budget Assumptions** - The basis for budget assumptions will include water meter estimates, water consumption estimates, franchise fees, leases, property taxes, approved rate studies, and District priorities.

3.3 **Operating Revenue** - Operating revenue is defined as ongoing charges and fees for services provided.

3.4 **Rates** - The rates and fees for all services will be clearly listed. Rates will be set with guidance from the Board of Directors and the General Manager. Rates will not be higher than the ~~cost-of-service~~cost-of-service delivery, including capital requirements and cash reserve requirements.

3.5 **Non-Recurring Revenue** - The budget should not include non-recurring revenue because it cannot be relied on. Non-recurring revenue is defined as income that is one-time and/or not expected to continue.

## **SECTION 4. EXPENSES**

4.1 **Guidelines for Expense Budget** - Expenses will be budgeted bottom up, meaning every line item detail will be reviewed and estimated. Input from department managers and supervisors will be utilized to provide operational knowledge.

4.2 **Budget Assumptions** - The basis for staff budget assumptions will be established by known increases (such as Edison increases), COLA, and market fluctuations (such as gasoline prices).

4.3 **Operating Expenses** - Operating expenses are the ongoing costs required to provide services. The categories from the District's annual financial report will be utilized to provide consistency and transparency between the two documents. Large variances compared to prior actuals and budgets must be identified.

4.4 **Non-Recurring Expenses** - Non-recurring expenses are defined as costs that are not expected to continue and/or cannot be reliably forecasted. Unanticipated expenses should not be included in the budget but all expenses that can be identified should be accounted for.

## **SECTION 5. CAPITAL EXPENDITURES**

5.1 **Guidelines for Capital Expenditure Budget** - The Capital Expenditure Budget will be coordinated with the District's current Infrastructure Replacement Plan or Capital Improvement Plan. Capital expenditures will include ten years of anticipated expenditures and must not exceed the cash available as shown in the five year forecast.

5.2 **Infrastructure Plan** - The District will prepare a plan for capital improvement projects. This plan will provide the basis for the Capital Expenditure Budget.

5.3 **Project Descriptions** - Every project will include a description of the work to be done and the funding source.

5.4 **Effects on Operating Costs** - All projects will be analyzed to determine the effect on either operating expenses or operating revenues.

5.5 **Equipment Purchases** - Significant capital equipment purchases will be planned. Information regarding the District's fleet with anticipated replacement year and cost will be provided.

## **SECTION 6. DISTRICT RESERVES**

6.1 **Guidelines for Reimbursement of Reserves** – It is the goal of the Board to reimburse reserves by an amount equal to 10% of the amount borrowed. Consideration for this goal will be utilized in preparation of the Budget.



# Agenda Item 3e

Adoption of Resolution No. 2024-05;  
Adopting a Reserves Policy



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

## MEMORANDUM

**DATE:** February 28, 2024  
**TO:** Board of Directors  
**FROM:** Don Bartz, General Manager  
By: Kim Sevy, HR & Solid Waste Manager/District Clerk  
**SUBJECT:** Adoption of Resolution No. 2024-05; Adopting a Reserves Policy

---

### STAFF RECOMMENDATION

For the Board to adopt Resolution No. 2024-05; Adopting a Reserves Policy.

### BACKGROUND

The Board reviewed the Reserves Policy at the Budget Workshop on February 21, 2024. During the meeting, the Board noted an error. The error has been corrected and is incorporated in the attached redlined Reserves Policy for Board review and adoption.

### FISCAL IMPACT

None

### ATTACHMENT(S)

Resolution No. 2024-05 (redlined)

**RESOLUTION NO. 2024-05**  
**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT  
ESTABLISHING A POLICY FOR DISTRICT RESERVES**

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

**WHEREAS**, the District is authorized by Government Code Section 61100 to supply water for beneficial uses; acquire, construct, improve, maintain, and operate recreation facilities, including, but not limited to, parks and open space; acquire, construct, improve, maintain, and operate street lighting and landscaping on public property, public rights-of-way, and public easements; and collect, transfer, and dispose of solid waste, and provide solid waste handling services, including, but not limited to, source reduction, recycling, and composting activities; and

**WHEREAS**, the District is governed by a five-member Board of Directors (“Board”) expressly authorized by Government Code Section 61040(a) to establish policies for the operation the District’s functions and services; and

**WHEREAS**, the Board is also expressly authorized by Government Code Section 61112 to establish reserve accounts for the District’s finances; and

**WHEREAS**, the implementation of District policy over a period of many years as resulted in the accumulation of funds to be utilized for a variety of District activities and to protect the District's customers and taxpayers from the financial impacts of catastrophic events and from fluctuations in District expenses; and

**WHEREAS**, this Board wishes to provide for the creation of certain unrestricted reserve accounts, and to set forth in writing the District's policy regarding the accumulation of reserves, the purposes for which they may be expended, and the levels which the District should strive to maintain;

**WHEREAS**, a Policy for District Reserves has been presented to the Board of Directors of the Phelan Piñon Hills Community Services District in the form attached to this Resolution and marked “Policy for District Reserves.”

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

Section 1.

“Policy for District Reserves” (“Policy”), attached hereto and incorporated herein by this reference, is hereby adopted and provides for the deposit of revenue into certain restricted funds, the creation of certain unrestricted reserve accounts, and the accumulation and administration of reserves in each.

Section 2.

The Policy adopted by this Resolution supersedes Resolution No. 2023-07 adopted by the District’s Board of Directors on February 22nd, 2023, and shall take effect immediately upon its adoption.

**APPROVED, SIGNED, AND ADOPTED** by the Board of Directors of the Phelan Piñon Hills Community Services District at a regular meeting held on the 28th day of February 2024, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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President, Board of Directors  
Phelan Piñon Hills Community Services  
District

ATTEST

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Secretary,  
Phelan Piñon Hills Community Services  
District and of the Board of Directors

**POLICY FOR DISTRICT RESERVES**

**TABLE OF CONTENTS**

		<u>Page</u>
Section 1	Unrestricted Reserves	2
Section 2	Reserve for Operations	2
Section 3	Reserve for Replacement	2
Section 4	Reserve for Disaster Response	2
Section 5	Reserve for Rate Stabilization	3
Section 6	Additional Accounts	3
Section 7	Annual Reports	3

## **SECTION 1. UNRESTRICTED RESERVES**

1.1 **Reserve for Operations** – A "Reserve for Operations" is hereby created for the District's general account, to which the Board may appropriate unrestricted District revenues. Each such Reserve for Operations may be utilized to pay the cost of operating the District's general system, including unanticipated costs of operation. The District shall endeavor to maintain in each Reserve for Operations an amount sufficient to pay for six months of normal operation but not less than three months of normal operation. However, funds appropriated to any Reserve for Operations may be accessed at any time for any other District purpose, upon approval by the Board by a 4/5ths vote which shall contain direction as to repayment or balance. Funds appropriated to a Reserve for Operations may be invested in the same manner as other District surplus funds, and the earnings thereon shall be credited to the fund for which the reserve is in place.

1.2 **Reserve for Replacement** – A "Reserve for Replacement" is hereby created for the District's general account to which the Board may appropriate unrestricted District revenues. Each Reserve for Replacement may be utilized to replace the District's physical plant, as needed. The District shall endeavor to maintain in each Reserve for Replacement an amount approximately equal to two times, not to exceed four times, of the total annual depreciation of the District's physical plant for the District's general system and as reflected in the annual audit of the District Presented to the Board each year. However, the funds appropriated to each Reserve for Replacement may be accessed at any time for any other District purpose, upon approval by the Board by a 4/5ths vote which shall contain direction as to repayment or balance. Funds appropriated to a Reserve for Replacement may be invested in the same manner as other District surplus funds, and the earnings thereon shall be credited to the fund for which the reserve is in place.

1.3 **Reserve for Disaster Response** – A "Reserve for Disaster Response" is hereby created for the District's general account to which the Board may appropriate unrestricted District revenues. Each Reserve for Disaster Response may be utilized to procure such equipment and supplies, perform such repairs, employ such personnel, and take such other measures as may be necessary or appropriate in the event of a disaster or calamity requiring District response. The District shall endeavor to maintain in each Reserve for Disaster Response an amount approximately equal to Ten Percent (10%) of the original cost of the District's physical plant (the value of depreciable assets per the annual independent audit) for the District's general system and as reflected in the annual audit of the District presented to the Board each year. However, the funds appropriated to each Reserve for Disaster Response may be accessed at any time for any other District purpose, upon approval by the Board by a 4/5ths vote which shall contain direction as to repayment of balance.

Funds appropriated to a Reserve for Disaster Response may be invested in the same manner as other District surplus funds, and the earnings thereon shall be credited to the fund for which the reserve is in place.

1.4 **Reserve for Rate Stabilization** – A "Reserve for Rate Stabilization" is hereby created for the District's water enterprise to which the Board may appropriate unrestricted District revenues. Each such Reserve for Rate Stabilization may be utilized to smooth out revenue variability resulting from various factors (weather, drought events, legislative mitigation, etc.) and ensure that adequate resources are available during such times that might otherwise require large rate increases by the District's water enterprise. The District shall endeavor to maintain in each Reserve for Rate Stabilization an amount equal to ten percent (10%) of the District's budgeted water meter and consumption revenue but not less than five percent (5%) of normal operation. However, funds appropriated to any Reserve for Rate Stabilization may be accessed at any time for any other District purpose upon approval by the Board by a 4/5ths vote which shall contain direction as to repayment or balance. Funds appropriated to a Reserve for Rate Stabilization may be invested in the same manner as other District surplus funds, and the earnings thereon shall be credited to the fund for which the reserve is in place.

## **SECTION 2. ADDITIONAL ACCOUNTS**

In addition to the unrestricted accounts identified above, the Board may approve the creation of such additional accounts, whether temporary or permanent (such as Capital Improvement Projects and system update/replacement projects identified in the Budget and/or associated with the District's Water Master Plan), as the Board deems necessary or appropriate, by amendment to this resolution or by simple motion. In such event, the Board will identify the purposes for which such additional accounts are created, provide guidance as to the amount which the District should endeavor to maintain in each such account, and establish the limits and restrictions pertaining thereto.

## **SECTION 3. ANNUAL REPORTS**

Each year, the District's General Manager shall provide the Board with a report indicating the beginning and ending balance for each of the reserve funds, or accounts created pursuant to this policy, and the purposes for which expenditures have been made therefrom and shall make recommendations to replenish or augment fund or account balances as appropriate.

# Agenda Item 4

Matters Removed from  
Consent Items



# Agenda Item 5

Presentations/Appointments

# Agenda Item 6a

Discussion & Possible Action Regarding  
Second Amendment to Lease Agreement  
with C&G Partners, LLC

## MEMORANDUM

**DATE:** February 28, 2024

**TO:** Board of Directors

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

**SUBJECT:** Discussion & Possible Action Regarding Second Amendment to Lease Agreement with C&G Partners, LLC

### STAFF RECOMMENDATION

For the Board to approve the Second Amendment to Lease with C&G Partners for Home Field and George's Field.

### BACKGROUND

On November 8, 2023, the Board reviewed C&G, LLC's request to extend the lease agreement for Home Field and George's Field for an additional five years. After review, Board consensus was for legal counsel to draft a revision to the Second Amendment to Lease provided by C&G, LLC and to bring the item back to the Board.

Attached for Board review is the revised Secondment Amendment to Lease as amended by the District's legal counsel. A copy of the original lease agreement is attached for reference purposes.

Should the Board decide not to approve the extension, C&G, LLC has indicated they will exercise their purchase option. As the District does not have plans for those properties currently, it is beneficial for the District to extend the lease with C&G, LLC at this time.

### FISCAL IMPACT

Lease income of \$10,820.67 per month with annual increases of 3% per year

### ATTACHMENT(S)

Letter From C&G  
Second Amendment to Lease (revised)  
Original Lease

## SECOND AMENDMENT TO LEASE

This Second Amendment to Lease (the “**Second Amendment**”) is entered into as of November 6, 2023 (the “**Effective Date**”), by and between Phelan Pinon Hills Community Services District, a public agency (“**District**”), and C & G Partners, LLC, a California limited liability company (“**Tenant**”), with respect to the following facts and circumstances:

### RECITALS

A. District and Tenant entered into that certain Lease Agreement with Tenant dated November 7, 2018 (the “**Lease**”), for the lease of that certain real property described as the “**Premises**” therein for a term of five (5) years (the “**Term**”), subject to the option of Tenant to extend the Lease for up to five (5) additional five-year terms (each a “**Renewal Term**”) by providing written notice thereof to District no less than six (6) months prior to the scheduled expiration of the then-current Term or Renewal Term.

B. On or about November 2, 2023, Tenant provided written notice to District of its desire to exercise its first five-year Renewal Term option.

C. District is willing to waive the six-month advance-notice requirement for Tenant’s timely exercise of its first five-year Renewal Term option.

### AGREEMENT

WHEREFORE, in consideration for the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, District and Tenant agree as follows:

1. **Exercise of Renewal Term.** Tenant shall be deemed to have timely exercised its first five-year Renewal Term option under Paragraph 2(b) of the Lease, such that the Lease is now set to expire on November 7, 2028.

2. **Miscellaneous.** All terms and conditions of the Lease, as modified by Section 1 of the Amendment to Lease entered into by District and Tenant as of June 2, 2021, shall remain in full force and effect as if Tenant timely exercised its first five-year Renewal Term option under Paragraph 2(b) of the Lease.

*[Signatures on following page]*

IN WITNESS WHEREOF, this Second Amendment was entered into by District and Tenant as of the Effective Date.

**Phelan Pinon Hills Community Services District**, a California public agency

By: \_\_\_\_\_  
President, Board of Directors

Attest:

\_\_\_\_\_  
Secretary

**C & G Partners, LLC**, a California limited liability company

By: \_\_\_\_\_  
Kevin Sutton, Managing Member

Attest:

\_\_\_\_\_

## LEASE

THIS LEASE AGREEMENT (“Lease”) is made this 7<sup>th</sup> day of November, 2018 (“**Commencement Date**”), by and between PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT, a public agency (hereinafter “the **District**”), and C & G Partners, LLC, a California limited liability company (hereinafter “the **Tenant**”).

## RECITALS

A. The District is a Community Services District organized and operating pursuant to California Government Code Section 61000 et seq.

B. The Tenant is a limited liability company duly organized and operating under California law.

C. The District is the owner of the following real property: (i) approximately 160 acres of real property known as “**Home Field**” and located at the NEC of El Mirage Road and Meridian Road, El Mirage, County of San Bernardino, State of California (“**Home Field**”); and (ii) approximately 160 acres of real property known as “**George’s Field**” and located at the SWC of El Mirage Road and Meridian Road, El Mirage, County of San Bernardino, State of California (“**George’s Field**”). (Home Field and George’s Field are collectively referred to herein as the “**Property**”).

D. Tenant wishes to lease a portion of the Property as legally described in Exhibit “A” and depicted on Exhibit “B” both of which are attached hereto and incorporated herein by this reference (the “**Premises**”). The portions of the Property reserved for the District’s use in the attached exhibits are expressly excluded from the Premises leased herein.

E. Tenant desires to develop the Premises to operate various types of emerging green technologies, including, but not limited to, composting, food waste digestion, organic farming, and possibly green power generation.

F. Tenant may apply for permits to compost, operate digesters, and possibly to produce green energy on the Premises, and in the event that Tenant is successful in obtaining such permits and approvals, it is the intent of the Parties that Tenant pay the District a royalty fee pursuant to a separate agreement.

G. The purpose of this Lease is to set forth the terms and conditions under which the District will lease the Premises to the Tenant.

## COVENANTS

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

## Section 1. LEASE OF PREMISES

(a) Lease. The District hereby leases to the Tenant, and the Tenant hereby hires from the District, the Premises in the limited manner as strictly provided in this Lease. The Tenant has inspected the Property and agrees that the acreage stated herein is only approximate and the District does not hereby warrant or guarantee the actual amount of acreage stated in this Lease. In the event that the District determines in its reasonable discretion that it requires additional portions of the Premises to pump and/or transport water from the Premises, the Parties agree to work together in good faith to modify the Lease on terms mutually acceptable to the Parties.

## Section 2. TERM

(a) Term. The term of this Lease shall begin on the Commencement Date and shall expire five (5) years after said date (the “**Term**”), unless earlier terminated pursuant to the provisions of Sections 18 or 22 of this Lease.

(b) Extensions. Tenant shall have the option to extend this Lease for up to five (5) additional 5-year terms (each a “**Renewal Term**”). Other than Rent, which shall be subject to Section 3(a) below, each Renewal Term shall be on the same terms and conditions set forth herein. Tenant shall exercise such option for a Renewal Term by providing written notice thereof to the District no less than six (6) months prior to the scheduled expiration of the then-current Term or Renewal Term.

(c) Holding Over. Any holding over after the expiration or termination of the Term or Renewal Term, with the consent of the District expressed or implied, shall be deemed only a month-to-month tenancy and shall otherwise be on the same terms and conditions set forth in this Lease; except that, if a holdover occurs, the Tenant shall pay to the District rent in the amount of the then-current Rent (as defined below) plus ten percent (10%) on a monthly basis during the period of holdover.

## Section 3. LEASE PAYMENTS

(a) Rent. In consideration for leasing the Premises, the Tenant shall pay rent to the District in the amount of \$9,334.00 per month (\$4,667.00 for the Home Field, and \$4,667.00 for George’s Field) on the first day of each month during the Term and any Renewal Term (“**Rent**”), which payment shall be deemed delinquent and subject to an additional late fee equal to ten percent (10%) of the outstanding balance due if unpaid on the fourth day of the month. The amount of the Rent shall be subject to an automatic annual increase equal to three percent (3%) of the Rent for the prior year beginning on first of the month following the year anniversary of the Commencement Date and continuing every year thereafter during the Term and any Renewal Term of this Lease. Such sum so calculated shall become the new Rent hereunder, the payment of which shall be deemed delinquent and subject to an additional late fee

equal to ten percent (10%) of the outstanding balance due if unpaid on the fourth day of the month.

(b) Royalty Agreement. As a part of this Lease, Tenant intends to enter into an agreement with Circle Green, Inc. to manage the Properties and operate the Properties in accordance with the allowed uses set forth in Paragraph 4 below. Tenant shall cause Circle Green, Inc. to enter into a royalty agreement with the District, or amend its existing agreement (the “**Royalty Agreement**”), whereby in the event that Circle Green, Inc. obtains approvals from the County of San Bernardino, and other applicable government entities, to compost on the Premises and/or install one or more digesters (food waste) and/or energy facilities (that consumes green waste), Circle Green shall pay District a royalty fee, pursuant to the terms of the Royalty Agreement. In the event Tenant purchases the Premises pursuant to its Purchase Option, the Royalty Agreement shall remain in effect.

(c) Security Deposit. Tenant shall deliver to the District a cash sum in the amount of \$10,000.00 (\$5,000.00 for the Home Field and \$5,000.00 for George’s Field (collectively, the “**Security Deposit**”). The District shall hold the Security Deposit as security for the performance of the Tenant’s obligations under this Lease. If the Tenant defaults on any provision of this Lease, the District may (but shall not be required to), without prejudice to any other remedy it has, apply all or part of the Security Deposit to: (1) any Rent or other sum in default; (2) any amount that the District may spend or become obligated to spend in exercising the District’s rights under this Lease; and/or (3) any expense, loss, or damage that the District may suffer due to the Tenant’s default. The Tenant waives the provisions of California Civil Code Section 1950.7, and all other provisions of law now in force or that become in force after the date of execution of this Lease, that provide that the District may claim from the Security Deposit only those sums reasonably necessary to remedy defaults in the payment of accrued Rent to repair damage caused by the Tenant, or to clean the Premises. The Tenant and the District agree that the District may, in addition, claim those sums reasonably necessary to compensate the District for any other foreseeable or unforeseeable loss or damage caused by the act or omission of the Tenant or the Tenant’s officers, agents, employees, independent contractors, or invitees, including future Rent payments.

#### Section 4. USE OF PREMISES

The allowed use of the Premises consists of the following activities: site housekeeping, vector, dust and weed control and other basic property duties. Specific activities could include preparing the property for long term farming operations, including initiating composting (addition of organic matter) of the site soils. Other activities may include constructing wind berms using on-site soils and imported mulch and initiating farm preparation activities.

With respect to any proposed uses of the Premises not specifically allowed for herein, the following shall apply:

(a) Tenant’s use of the Premises shall be strictly limited to the reasonable and lawful performance of only those activities approved by the District in the exercise of its



reasonable discretion following the environmental review thereof, and the exercise of such uses by Tenant shall not be conducted in a manner that is otherwise inconsistent with the terms and conditions of this Lease.

(b) Tenant shall not engage in any allowed use that requires a land use entitlement approval until such approval is obtained by Tenant from the County of San Bernardino and/or all other agencies with applicable jurisdiction.

(c) Tenant shall fully comply with all applicable environmental review requirements necessary to obtain the land use approvals required pursuant to subsection (b) above, and Tenant shall comply with any and all mitigation measures and/or conditions of approval imposed by such entity or entities.

(d) Tenant agrees not to use or permit the use of the Premises for any purpose not specifically allowed in this Lease and any amendments thereto without first obtaining prior written consent from the District, which shall not be unreasonably withheld, conditioned or delayed.

(e) The Tenant also agrees to exercise due diligence in the protection of the Property from damage or destruction by fire, vandalism, earthquake, floods, or other cause.

#### Section 5. NO WASTE, NUISANCE, OR UNLAWFUL USE

Other than in amounts customarily used in the normal course of business in connection with any of the Permitted Uses (defined below), the Tenant shall not commit, or allow to be committed, on the Property any waste thereon, nor the presence, use, manufacture, handling, generation, or storage, of any hazardous substance which is or becomes listed, regulated, or addressed under any federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree ("Hazardous Substance"). Notwithstanding the forgoing, in no event shall Tenant commit, or allow to be committed, on the Property any treatment, discharge, release, burial, or disposal of any Hazardous Substance, nor create or allow any nuisance to exist on the Property, nor use or allow the Property to be used for any illegal or unconstitutional purpose. The Tenant, at its sole cost and expense, shall be solely responsible for ensuring that the Premises, and the Tenant's use and occupancy thereof, complies with all of the requirements of all local, state, and federal authorities now in force, or which may be in force, including but not limited to those identified in this Section 5 of this Lease. The Tenant shall also be solely responsible for all costs necessary to ensure that the Tenant's uses of the Premises under this Lease comply with all applicable requirements of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) and the Guidelines promulgated thereunder (California Code of Regulations Section 15000 et seq.).

#### Section 6. IMPROVEMENTS

(a) Construction. No alteration of the Premises, construction of improvements thereon, or installation of signage shall be permitted until the District has approved the complete plans and specifications therefor in the exercise of its reasonable discretion. Any building signage installed by Tenant on the Premises, and any improvements, repairs, and construction performed on the Premises by the Tenant or its employees, agents, contractors, consultants, or subcontractors shall be performed at Tenant's sole cost and expense and shall comply with the applicable rules, regulations, laws, statutes, and standards of the District and any other entity with jurisdiction over the activities conducted thereon. Where approval or acceptance by the District is indicated in this Lease, it is understood to be conceptual approval only and will not operate to relieve the Tenant or its contractors, consultants, or subcontractors of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or their own willful misconduct. Further, neither the District's review, approval, or acceptance of any of the work or services performed in connection with this Lease shall be construed as a waiver of any rights hereunder or of any defense or cause of action which it may have arising out of the performance of this Lease or any previous or subsequent agreements. The Tenant shall furnish the District with copies of all plans that are prepared and permits that are issued.

(b) Relocation. If a duly-empowered government entity other than the District, determines that any improvements constructed by the Tenant, or any part thereof, require repair, replacement, protection, removal, and/or relocation, such action shall be performed by the Tenant, at its sole expense, and in the manner reasonably required and approved by such government entity, subject to Section 21 hereof.

(c) Ownership. At the expiration or termination of this Lease, any improvements constructed on the Property shall vest in the District. Upon expiration or termination of the Term and/or Renewal Term, the Tenant shall deliver the Premises to the District in good condition and repair, reasonable wear and tear excepted, without compensation to the Tenant, and free and clear of any and all liens and/or claims.

#### Section 7. REPAIRS AND MAINTENANCE

The Tenant, at its own expense, shall have full and sole responsibility for all maintenance, repair, and remediation of, on, or about the Premises, and shall maintain, preserve, and keep the Premises in good repair, working order, and lawful state, and shall from time to time make all repairs, replacements, and improvements necessary to keep the Premises in such condition (subject to the requirements of Section 6 above) to protect the Premises. Notwithstanding the above, maintenance of the District-owned wells, pipelines, and related water systems located on the Premises shall not be the responsibility of the Tenant.

#### Section 8. FEES, TAXES, CHARGES, AND ASSESSMENTS

The Tenant shall install on the Premises current meters to measure the amount of electricity and all other utility services consumed by the Tenant, and the cost of such metering and the installation, maintenance, and repair thereof shall be paid for by the Tenant. The Tenant

shall also pay when due all gas, water, electricity, power, telephone, refuse, and other charges incurred in the operation, maintenance, use, occupancy, abatement, and upkeep of the Premises. The Tenant shall also pay when due all property and excise taxes and governmental charges of any kind whatsoever that may at any time be assessed or levied against or with respect to the Tenant's use of the Premises, as well as all special assessments and charges made by any governmental body for any improvements installed on the Premises by Tenant. Notwithstanding the foregoing, the Parties acknowledge that the District is the water purveyor for the Premises, and any water that Tenant requires in connection with its Permitted Uses herein, shall be charged to Tenant at the District's then current rate for construction water.

#### Section 9. LIENS

The Tenant shall not, directly or indirectly, create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, citation, abatement order, encumbrance, or claim on or with respect to the Property, other than the respective rights of the District and the Tenant as provided in this Lease and any amendments thereto. The Tenant shall promptly, at its own expense, take such action as may be necessary to immediately discharge or remove any such mortgage, pledge, lien, charge, citation, order, encumbrance, or claim as the same shall arise out of the operation of this tenancy. The Tenant shall reimburse the District for any expense incurred by the District to discharge or remove any such mortgage, pledge, lien, charge, citation, order, encumbrance, or claim.

#### Section 10. ACCESS TO THE PREMISES

The District shall have reasonable access to the Property at all times during the Term and any Renewal Term of this Lease upon giving reasonable notice thereof to the Tenant.

#### Section 11. OTHER PROPERTY INTERESTS

The Tenant's rights under this Lease are subject to all applicable easements, licenses, rights of way, and mineral rights currently in existence. The Tenant shall not interfere, in any way, with the interests of any person or entity that may presently, or in the future, hold any easement, license, right of way, or oil, gas, or other mineral interest, upon, across, above, or under the Property; nor shall the Tenant interfere, in any way, with the rights of ingress and egress of such interest holders. Notwithstanding the foregoing to the contrary, in the event the District desires to grant additional easements, licenses, and/or rights of way to the Premises to other parties, the District shall not do so without the prior written consent of Tenant, not to be unreasonably withheld, conditioned, or delayed. Furthermore, in the event that the District desires to expand, alter, or modify portions of the Property that it reserved for its own use, to include portions of the Premises, the Parties agree to work together in good faith to modify the Lease to accommodate the Parties' needs.

#### Section 12. NON-DISCRIMINATION

The Tenant shall not permit any practice of discrimination against, or segregation of, any person or group of persons on account of sex, race, color, creed, marital status, age, sex, religion, handicap, national origin, or ancestry in its ownership, employment, selection of contractors, subcontractors, and vendees, or in the enjoyment, use, and occupancy of the Premises.

Section 13. NO REPRESENTATIONS, WARRANTIES, OR WATER RIGHTS

It is expressly understood by the parties hereto that the physical condition of the Premises as of the effective date of this Lease is such that it is leased to the Tenant as-is without any representation or warranty. The District makes no express or implied representations or warranties concerning the Property or its fitness for any particular purpose. The Tenant shall bear the costs of any action necessary to place the Premises in a condition that meets the requirements of law, except for any hazardous condition that may have existed at the time of the commencement of the Original Lease, or that is otherwise suitable for the use contemplated herein. The District shall not be held liable to the Tenant or to any other party for any losses incurred or damages sustained as a direct or indirect result of the condition of the Property or any use or failure thereof. Any water produced on or extracted from the Property shall not serve as the basis of, or otherwise support, any water rights claim that may be asserted by the Tenant. Non-potable water will be available to Tenant at the District's normal cost of construction water.

Section 14. LIABILITY FOR DAMAGES

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

Excepting the sole negligence or willful misconduct of the District, the Tenant hereby expressly waives and releases the District and its agents, officers, directors, and employees from any and all liability for the claims, actions, and/or losses set forth above and for any costs and expenses incurred in connection therewith.

Section 15. HOLD HARMLESS

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

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

#### Section 16. INSURANCE

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

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

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

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

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

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

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

(iv) Waiver of Subrogation. The insurance policies provided by the Tenant shall (1) contain a waiver of subrogation against the District, its directors, officers, employees and agents for any claims arising out of this Lease, or (2) allow the Tenant to waive subrogation, in writing, before any loss, in which case this provision of the Lease shall be deemed to be the Tenant's written waiver of subrogation against the District for any and all losses covered by any and all insurance policies required under this Lease.

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

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

(vii) Sub-Contractors. The Tenant shall include all sub-contractors as additional insureds under the insurance policies required by this Lease to the same extent as the District or shall furnish separate certificates of insurance and policy endorsements for each sub-contractor verifying that the insurance for each sub-contractor complies with the same insurance requirements applicable to the Tenant under this Lease.

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

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

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

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

(iii) Automobile Liability. The Tenant shall maintain Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence for any owned, hired, or non-owned vehicles.

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

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

#### Section 17. DEFAULT

The following shall be deemed events of default and cause for termination of this Lease by the District:

(a) Rent. The Tenant fails to pay any installment of Rent, and such failure continues for a period of ten (10) days.

(b) Insolvency. The Tenant becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors.

(c) Receivership. A receiver or trustee is appointed for all or substantially all of the assets of the Tenant.

(d) Abandonment. The Tenant deserts or vacates any substantial portion of the Premises.

(e) Breach. The Tenant fails to comply with any term, condition, or covenant of this Lease.

#### Section 18. REMEDIES FOR BREACH

Upon the occurrence of any event of default described in Section 17 of this Lease, the District shall give the Tenant written notice thereof. With respect to an event of default described in Section 17(a) of this Lease, said notice shall be given by the District in the manner required by law. With respect to all other events of default described in Section 17 of this Lease, the District shall give the Tenant a period of thirty (30) calendar days after the date of said written notice in which to cure said breach or default to the reasonable satisfaction of the District, unless the District determines in its reasonable discretion that the default represents a hazard or emergency that requires immediate action, in which the cure period shall be reduced according to a reasonable amount of time given the particular circumstance. If the breach or default is not timely cured by the Tenant to the satisfaction of the District, the District shall have the option to pursue any one or more of the following remedies, with or without the benefit of court order, in addition to its other rights and remedies under the law:

(a) Reentry. Enter upon the Premises, by force if necessary, without being liable for prosecution or any claim for damages therefor, and perform whatever act the Tenant is obligated to perform under the terms of this Lease; and the Tenant agrees to reimburse the District, on demand, for any expenses which the District may incur in effectuating compliance with the Tenant's obligations under this Lease, and the Tenant further agrees that the District shall not be liable for any damages resulting from such actions.

(b) Eviction. Enter upon and take possession of the Premises and any personal property found thereon, and expel or remove the Tenant and/or any person who may be occupying the Premises, or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor, and subsequently sublease the Premises and receive the rent and receipts therefor; and the Tenant agrees to pay to the District, on demand, any deficiency that may arise by reason of such subsequent subleasing. The District may store any personal property removed from the Premises in a public warehouse or at another place of its choosing within the County of San Bernardino at the Tenant's expense or to the Tenant's account.

(c) Termination. Termination of this Lease, in which case the Tenant shall immediately surrender the Premises to the District, and if the Tenant fails to do so, the District may, without prejudice to any other remedy which it may have for possession or arrearages in rent or receipts, enter upon and take possession of the Premises and expel or remove the Tenant



and any other person who may be occupying the Premises, or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor; and the Tenant agrees to pay to the District, on demand, the full amount of all loss and damage which the District may suffer by reason of such termination, whether through inability to subsequently sublease the Premises on satisfactory terms or otherwise.

Section 19. TENANT'S PURCHASE RIGHTS

(a) Purchase Option. For the sum of One Hundred Dollars and No Cents (\$100) as independent consideration for the rights under this Lease ("Independent Consideration"), and other good and valuable consideration, the receipt of all of which are hereby acknowledged, and subject to the terms of this Lease, Tenant shall have a one-time option to purchase the Premises (except any and all water rights otherwise appurtenant thereto and/or associated therewith, and reservation of easements, which shall remain the ownership of the District) and all improvements located thereon ("Purchase Option") from the District, subject to the following conditions:

(1) Tenant shall have the right to exercise its Purchase Option any time within three (3) years from the date of this Lease by giving the District written notice of its intent to exercise its Purchase Option.

(2) For a period of sixty (60) days following Tenant's timely written notice of intent to exercise its Purchase Option, the District and Tenant shall negotiate in good faith in an effort to reach agreement on the terms and conditions of the purchase and sale of the Premises, including but not limited to the market value of the Premises (along with all improvements, easements, and encumbrances located thereon) (collectively, the "Price") as of the date in which Tenant tendered such notice of intent to exercise its Purchase Option (the "Exercise Date"). Notwithstanding the foregoing, the Parties agree that the determination of the Price shall be subject to the following: (i) The sales comparison approach (and not the income approach) shall be the sole method used for determining the fair market value ("FMV") of the land; (ii) the FMV of the land as of the Exercise Date shall not be lower than the FMV of the land as of the Commencement Date. With respect to the improvements located on the Premises, any improvements constructed on the Premises after the Commencement Date shall not be included in the calculation of Price.

(3) In the event that after the 60-day period the Parties cannot agree on the Price of the Premises and improvements, the following procedure shall be used for determining the Price:

(i) The Parties shall immediately each appoint an appraiser of their choice to act as arbitrators. Both Parties, through their respective arbitrators, shall each immediately make a reasonable determination of the FMV of the Premises and improvements subject to the conditions above and submit such determination to the other in writing, as part of this arbitration.

(ii) The two arbitrators so appointed shall immediately select a third mutually acceptable appraiser to act as a third arbitrator. The three arbitrators shall within thirty (30) days of the appointment of the third arbitrator reach a decision as to what the actual FMV of the Premises and the improvements is, and whether Tenant's or the District's submitted FMV is the closest thereto. The decision of a majority of the arbitrators shall be binding on the Parties. The submitted FMV which is determined to be the closest to the actual FMV shall thereafter be used by the Parties as the Price. The cost of such arbitration shall be paid equally by the Parties.

(4) Nothing herein shall be construed as granting the Tenant a Purchase Option to acquire any water rights held by the District.

(b) Right of First Refusal. If during the Term, Tenant fails to exercise Tenant's Purchase Option within the time frame set forth herein, Tenant shall retain a right of first refusal to purchase the Premises for so long as this Lease remains in effect, subject to the following conditions:

(1) Except for Tenant's Purchase Option rights pursuant to Paragraph 19(a) above, the District shall not, at any time prior to the expiration of the Term of this Lease, or any extension thereof, sell the Premises without first giving written notice thereof to Tenant, which notice is hereinafter referred to as "Notice of Sale." The Notice of Sale shall include the exact and complete terms of the proposed sale and shall have attached thereto a copy of the bona fide offer and counteroffer, if any, duly executed by both the District and the prospective purchaser.

(2) For a period of sixty (60) days after receipt by Tenant of the Notice of Sale, Tenant shall have the right to give written notice to the District of Tenant's exercise of Tenant's right to purchase the Premises on the same terms, price and conditions as set forth in the Notice of Sale. In the event that the District does not receive written notice of Tenant's exercise of the right herein granted within said 60-day period, there shall be a conclusive presumption that Tenant has elected NOT to exercise Tenant's right hereunder, and the District may complete the sale to the prospective purchaser, on the same terms set forth in the Notice of Sale.

(3) In the event that Tenant declines to exercise its right of first refusal after receipt of the Notice of Sale, and thereafter the sale is not consummated, then Tenant's right of first refusal shall apply to any subsequent transaction during the Term. If, however, said transfer or sale is in fact completed, then said right shall be extinguished and shall not apply to any subsequent transactions.

(4) Notwithstanding the above, this right of first refusal is intended to apply only to voluntary transfers involving third party transferees. This right of first refusal shall not, therefore, apply where the Premises is taken by eminent domain or sold under threat of condemnation (by a public entity other than the District).

(c) Royalty Agreement to Remain in Effect. In the event Tenant purchases the Premises from the District, the Royalty Agreement shall remain in effect per its own terms.

Section 20. EFFECT OF DISTRICT'S WAIVER

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

Section 21. FORCE MAJEURE

The Tenant shall not be in default under this Lease in the event that the performance of its obligations hereunder are temporarily interrupted for any of the following reasons: riots, wars, sabotage, civil disturbances, insurrection, explosion, natural disasters such as floods, earthquakes, landslides, and fires, and other labor disturbances or other catastrophic events which are beyond the reasonable control of the Tenant. Other catastrophic events do not include the financial inability of the Tenant to perform, or failure of the Tenant to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility.

Section 22. CONDEMNATION OF PROPERTY

Should all any part of the Premises be taken by any public or quasi-public agency or entity (other than the District) under the power of eminent domain during the Term and/or Renewal Term of this Lease, the following shall apply:

(a) Termination of Lease. Except as set forth in subparagraph (c) below, either party may terminate this Lease by giving the other party ninety (90) days written notice thereof.

(b) Allocation of Damages. Any and all damages and compensation awarded or paid because of the taking of any real property interests in the Premises shall belong to the District; any and all damages and compensation awarded or paid because of the taking of the leasehold interest of, and improvements constructed on the Premises by, the Tenant shall belong to the Tenant.

(c) Partial Taking. In the event of a partial taking of the Premises, Tenant shall have the right to terminate the Lease by giving the District ninety (90) days written notice thereof. In the event only a portion of the Premises be taken by eminent domain and Tenant elects not to terminate the Lease, the Rent thereafter payable under this Lease shall be abated proportionally as to the portion taken which is then not usable by the Tenant.

Section 23. ATTORNEYS' FEES

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

#### Section 24. NOTICES

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

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

To the Tenant:           C & G Partners, LLC  
Attn: Kevin Sutton  
1209 Manhattan Avenue, Ste. 296  
Manhattan Beach, CA 90266  
Attention: Kevin Sutton

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

#### Section 25. SUCCESSORS AND ASSIGNS

The Tenant shall not sublet, assign, mortgage, pledge, hypothecate, or otherwise dispose of the Premises, or any part thereof, or any right or privilege connected therewith, or to allow any other person, except the Tenant's agents and employees, to occupy the Premises or any part thereof, without first obtaining the written consent of the District which shall not be unreasonably withheld, conditioned or delayed. Any such consent by the District shall not constitute consent to any subsequent assignment, sublease, or occupation by the Tenant or other persons. The Tenant's unauthorized assignment, sublease, or license to occupy shall be void, and shall terminate this Lease at the District's option.

Notwithstanding the foregoing to the contrary, the following shall apply:

(a) Subleases: With respect to anticipated subtenants of the Premises consistent with the terms and conditions of this Lease, all subleases shall require the District's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the issue of whether the District's consent, or lack thereof, is reasonable, may take into account whether the District is receiving any monetary benefit, or otherwise, through a separate agreement.

(b) Assignment: The Tenant's interest in this Lease is not assignable by operation of law, nor is any assignment of its interest herein, without the written consent of the District which shall not be unreasonably withheld. Further, any change in stock ownership of the Tenant which results in the current shareholders not owning a majority interest in Tenant, shall be deemed an assignment prohibited by this Section, unless the written consent of the District be obtained, such consent not to be unreasonably withheld, conditioned, or delayed.

#### Section 26. INUREMENT

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

#### Section 27. INTEGRATION AND AMENDMENT

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

#### Section 28. CAPTIONS

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

#### Section 29. INTERPRETATION AND ENFORCEMENT

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

#### Section 30. TIME OF THE ESSENCE

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

#### Section 31. AUTHORITY

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

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

*[Signatures on the following page]*

PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT

By: Mark Robert  
President, Board of Directors

ATTEST:

Paul  
Secretary

C & G PARTNERS, LLC  
a California limited liability company

By: Kevin P Sutton  
Name: Kevin Sutton  
Its: Manager

ATTEST:

\* see attached \*  
Notary Public

HOME FIELD

**Exhibit A**  
**LEGAL DESCRIPTION**

THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 6 NORTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF EXCEPTING THEREFROM PARCEL A, PARCEL B AND PARCEL C DESCRIBED AS FOLLOWS:

**PARCEL A**

1. COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 14; THENCE SOUTH 00° 29' 01" EAST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 1,291.22 FEET TO THE TRUE POINT OF BEGINNING;
2. THENCE NORTH 89° 30' 59" EAST A DISTANCE OF 100.00 FEET;
3. THENCE SOUTH 00° 29' 01" EAST A DISTANCE OF 100.00 FEET;
4. THENCE SOUTH 89° 30' 59" WEST A DISTANCE OF 100.00 FEET TO THE WEST LINE OF SAID SOUTHEAST 1/4;
5. THENCE NORTH 00° 29' 01" WEST ALONG SAID WEST LINE A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING.
- 6.

**PARCEL B**

1. COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 14; THENCE NORTH 89° 41' 09" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 1,337.21 FEET TO THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST 1/4;
2. THENCE SOUTH 00° 29' 14" EAST ALONG SAID EAST LINE A DISTANCE OF 1188.99 FEET TO THE TRUE POINT OF BEGINNING;
3. THENCE SOUTH 89° 30' 46" WEST A DISTANCE OF 50.00 FEET;
4. THENCE SOUTH 00° 29' 14" EAST A DISTANCE OF 100.00 FEET;
5. THENCE NORTH 89° 30' 46" EAST DISTANCE OF 50.00 FEET TO SAID EAST LINE OF THE WEST HALF OF SAID SOUTHEAST 1/4;
6. THENCE NORTH 00° 29' 14" WEST ALONG SAID EAST LINE A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING

(PAGE 1 OF EXHIBITS)



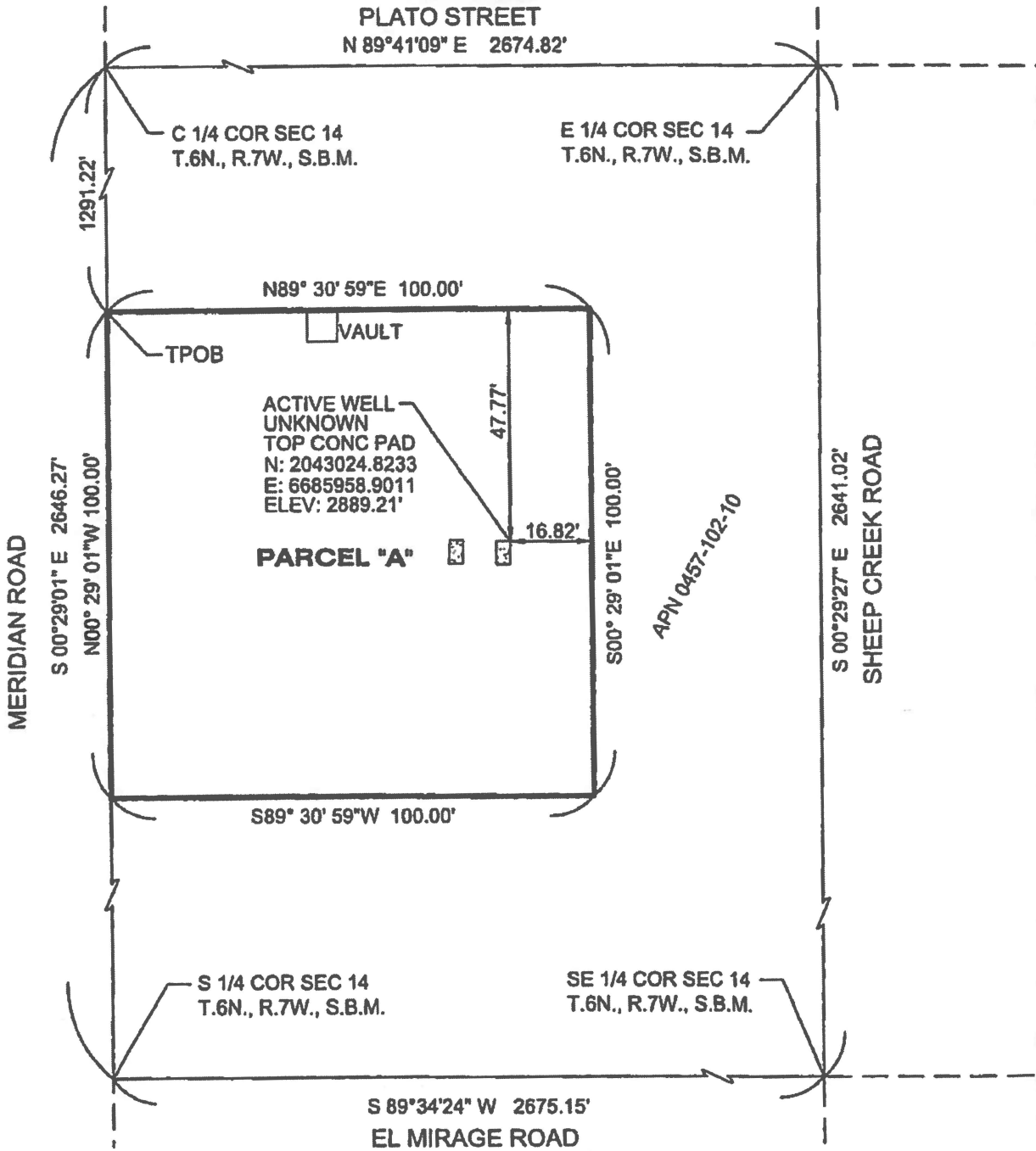
**PARCEL C**

1. COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 14; THENCE NORTH 89° 41' 09" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 1,337.21 FEET TO THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST 1/4;
2. THENCE SOUTH 00° 29' 14" EAST ALONG SAID EAST LINE A DISTANCE OF 1188.99 FEET TO THE TRUE POINT OF BEGINNING;
3. THENCE NORTH 89° 30' 46" EAST A DISTANCE OF 50.00 FEET;
4. THENCE SOUTH 00° 29' 14" EAST A DISTANCE OF 100.00 FEET;
5. THENCE SOUTH 89° 30' 46" WEST A DISTANCE OF 50.00 FEET TO SAID EAST LINE OF THE WEST HALF OF SAID SOUTHEAST 1/4;
6. THENCE NORTH 00° 29' 14" WEST ALONG SAID EAST LINE A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING

Legal description PREPARED by:

\_\_\_\_\_ Date: \_\_\_\_\_  
Thomas E. Ragen L.S. 6205; Expires 03/30/2016

# EXHIBIT B PARCEL "A"



TPOB: DENOTES TRUE POINT OF BEGINNING

**TRLS ENGINEERING Inc.**

10770 I Ave. Ste. 108  
Hesperia, CA 92345  
(760) 948-4900

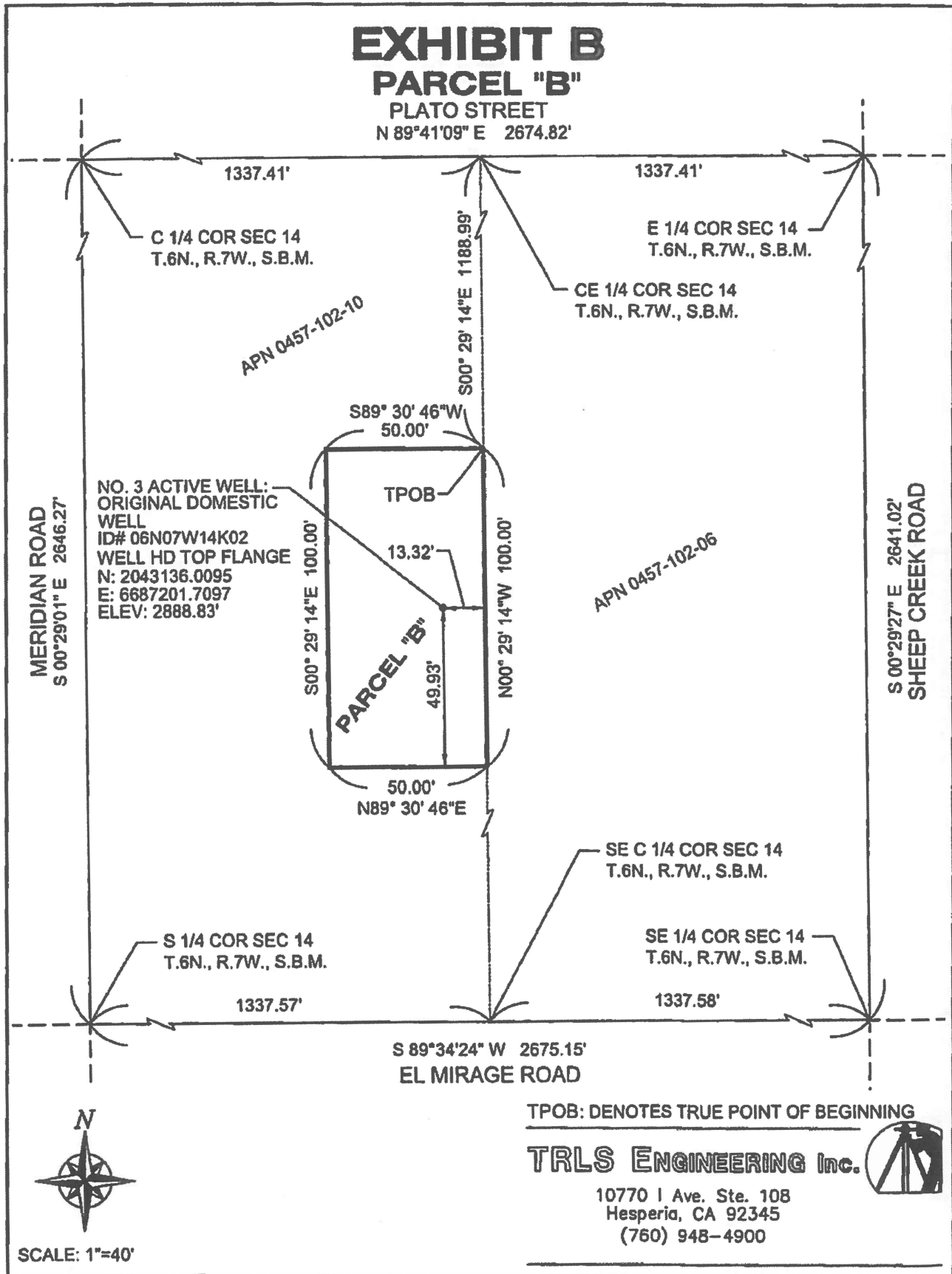


SCALE: 1"=30'

# EXHIBIT B

## PARCEL "B"

PLATO STREET  
N 89°41'09" E 2674.82'



SCALE: 1"=40'

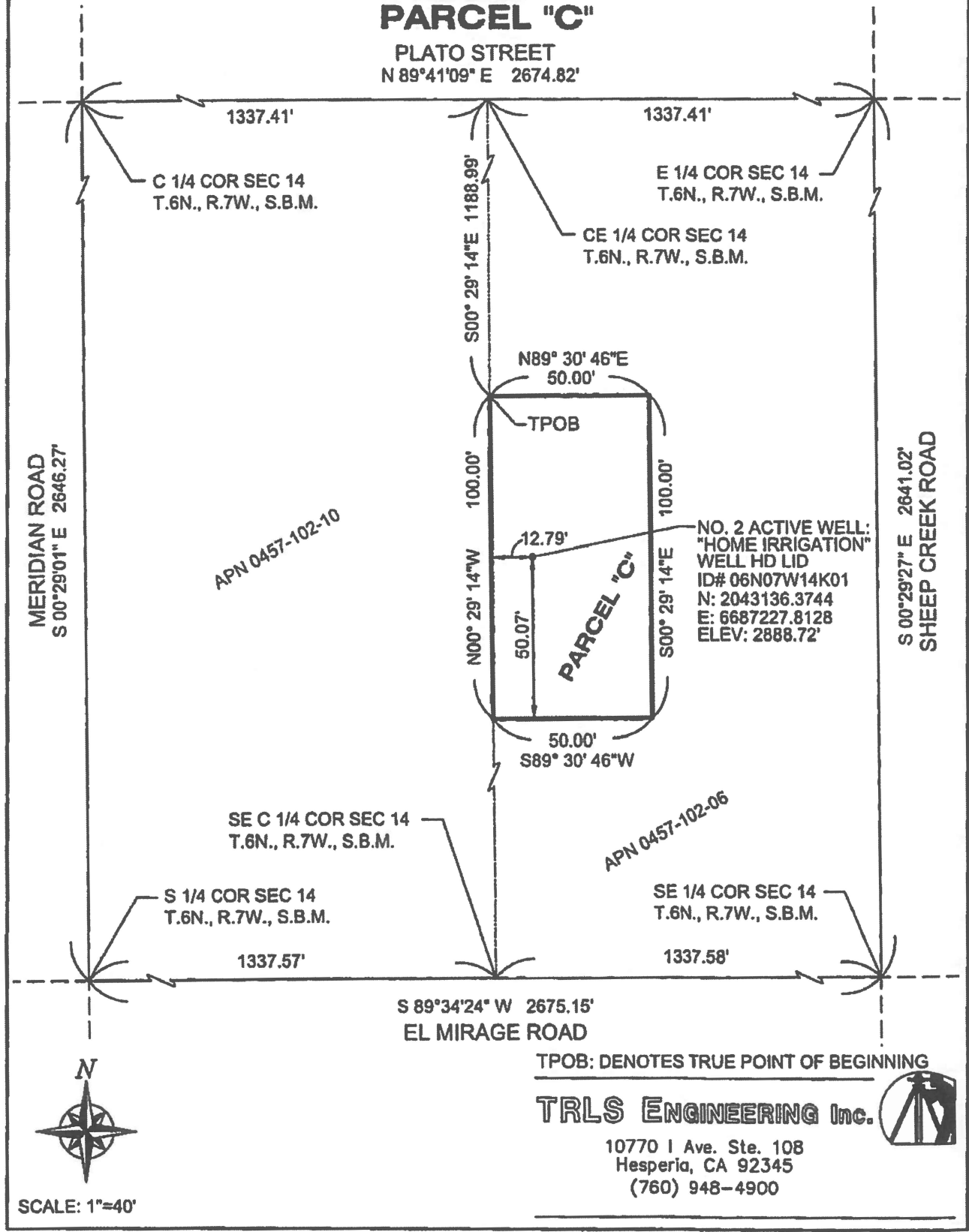
TPOB: DENOTES TRUE POINT OF BEGINNING

**TRLS ENGINEERING Inc.**

10770 I Ave. Ste. 108  
Hesperia, CA 92345  
(760) 948-4900



# EXHIBIT B PARCEL "C"



GEORGE'S FIELD

Exhibit A  
LEGAL DESCRIPTION

THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF EXCEPTING THEREFROM PARCEL D DESCRIBED AS FOLLOWS:

PARCEL D

1. COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF SECTION 23; THENCE SOUTH 00° 14' 46" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 1,305.54 FEET TO THE TRUE POINT OF BEGINNING;
2. THENCE SOUTH 89° 45' 14" WEST A DISTANCE OF 100.00 FEET;
3. THENCE SOUTH 00° 14' 46" EAST A DISTANCE OF 100.00 FEET;
4. THENCE NORTH 89° 45' 14" EAST A DISTANCE OF 100.00 FEET TO THE EAST LINE OF SAID NORTHWEST 1/4;
5. THENCE NORTH 00° 14' 46" WEST ALONG SAID EAST LINE A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING;

Legal description PREPARED by:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Thomas E. Ragen L.S. 6205; Expires 03/30/2016

# EXHIBIT B PARCEL "D"

EL MIRAGE ROAD  
S 89°35'10" W 2675.37'

NW 1/4 COR SEC 23  
T.6N., R.7W., S.B.M.

N 1/4 COR SEC 23  
T.6N., R.7W., S.B.M.

1305.54'

S 00°12'07" E 2656.43'

APN 0457-112-01

S00° 14' 46"E 100.00'

S89° 45' 14"W 100.00'

50.00'

53.45'

PARCEL "D"

NO. 4 ACTIVE WELL:  
"GEORGE'S WELL"  
ID# 06N07W34F01  
HD WELL LID  
N: 2040366.4677  
E: 6685842.0992  
ELEV: 2913.23'

N00° 14' 46"W 100.00'  
S 00°14'46" E 2656.03'

MERIDIAN ROAD

TPOB

N89° 45' 14"E 100.00'

1250.49'

W 1/4 COR SEC 23  
T.6N., R.7W., S.B.M.

C 1/4 COR SEC 23  
T.6N., R.7W., S.B.M.

N 89°34'39" E 2677.42'



SCALE: 1"=30'

TPOB: DENOTES TRUE POINT OF BEGINNING

**TRLS ENGINEERING Inc.**



10770 I Ave. Ste. 108  
Hesperia, CA 92345  
(760) 948-4900

## ACKNOWLEDGMENT

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

State of California  
County of San Bernardino )

On 12/3/2018 before me, Kimberly Yvonne Ward, Notary Public,  
(insert name and title of the officer)

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

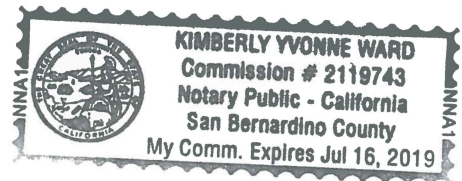
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

State of California }  
County of LOS ANGELES }

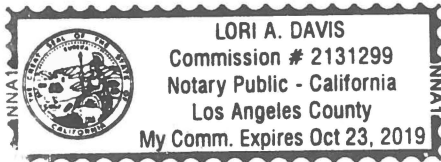
On 2/11/2019 before me, LORI A. DAVIS, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared KEVIN P. SUTTON  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Lori A. Davis  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Partner –  Limited  General

Individual  Attorney in Fact

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



# Agenda Item 6b

Discussion & Possible Action  
Regarding Approval of Professional  
Services Agreement with Lilburn  
Corporation to Prepare the NEPA  
Environmental Assessment  
Documents for the Proposed Civic  
Center and Emergency Operations  
Center Project

## MEMORANDUM

**DATE:** February 28, 2024

**TO:** Board of Directors

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

**SUBJECT:** Discussion & Possible Action Regarding Approval of Professional Services agreement with Lilburn Corporation to Prepare the NEPA Environmental Assessment Documents for the Proposed Civic Center and Emergency Operations Center Project

---

### STAFF RECOMMENDATION

For the Board to approve Lilburn Corp. to prepare the National Environmental Policy Act (NEPA) documents for the Emergency Operations Center (EOC) for the proposed Civic Center Project not to exceed \$48,500

### BACKGROUND

The County of San Bernardino took lead in preparing the California Environmental Quality Act (CEQA) for the (3) phase Civic Center Project. The Initial Study (IS) Mitigated Negative Declaration (MND) was completed in 2016 and the project was approved in 2017. An extension of the Conditional Use Permit (CUP) was issued in 2020.

In 2020, the Board approved moving forward with planning on the expansion of Phelan Park on the adjacent 14-acre parcel. The District began work to revise the project to construct Phase 1 of the Civic Center Project and the expansion of Phelan Park. County took the lead to revise the IS. The CEQA MND was completed in 2022. Lilburn Corp. prepared the draft IS for the expansion of the 14-acre Phelan Park Project and submitted the amended CEQA document to the county for review in early 2023.

In 2023, the District was awarded \$2,000,000 in grant funding for the EOC portion of the Civic Center Project through the Federal Emergency Management Agency (FEMA). In late 2023, District staff and the administering entity, CalOES, began coordinating for the funding. Federal funding requires completion of a NEPA environmental assessment.

**FISCAL IMPACT:** Not to exceed \$48,500

**ATTACHMENTS:** Proposal from Lilburn Corp.

January 24, 2024

Mr. George Cardenas  
PPHCSD Engineering Manager  
Phelan Pinon Hills Community Services District  
4176 Warbler Road  
Phelan, CA 92329

**SUBJECT: Proposal to Prepare NEPA Document for Emergency Operations Center at Phelan Civic Center**

Dear George:

Lilburn Corporation understands that the Phelan Pinon Hills Community Services District (“District”) has received an appropriations funding to construct an Emergency Operations Center (EOC) within the recently approved Civic Center Administration Building to be located on 5 acres between Sheep Creek Road and Sahara Road, north of Warbler Road. The Civic Center project has been approved by San Bernardino County and a CEQA document was prepared by Lilburn Corporation and adopted by the County.

The federal Lead Agency with nexus to the EOC project is the Federal Emergency Management Agency (FEMA) because the EOC is located within a FEMA-designated Flood Plain. FEMA is requiring a National Environmental Policy Act (NEPA) review of the project for compliance with the funding program. Additionally, the funding will be appropriated through the California Governor’s Office of Emergency Services (Cal OES), designated as the “recipient”. Therefore, a NEPA Environmental Assessment will be prepared with FEMA as the Lead Agency, and Cal OES involved as the recipient.

Lilburn Corporation has been requested by the District to provide a Scope of Work, Cost, and Schedule for preparation of the NEPA document. Below is the approach we propose based on information received to-date from FEMA and Cal OES. We anticipate that much of the analyses prepared for the CEQA document can be used; however certain environmental resource areas will require updates.

- Lead Agency prepares Memorandum of Understanding (MOU) Between Agency and the District for preparation of NEPA or joint NEPA/CEQA document and provides format for environmental documentation.
- Lilburn Corporation develops Proposed Action and Description of Alternatives for “approval” by parties to MOU.

- Existing CEQA technical studies to be reviewed by FEMA and provide determination of their adequacy for NEPA. *Note – should any existing documents used for County approval of the Civic Center require an update, additional work authorization will be required.*
- Lilburn Corporation to obtain an update to the previously prepared archaeological records search through subconsulting archaeologist requesting records from South Central Coastal Information Center.
- NEPA document prepared by Lilburn Corporation; preliminary draft submitted to the District and federal agency for review.
- Lilburn Corporation responds to review comments and provides up to two additional versions.
- Upon FEMA-acceptance, document Published in Federal Register
- As directed, prepare Finding of No Significant Impact (FONSI)

All above-listed documents, including all exhibits and graphics will be prepared as 508-compliant documents prior to submittal to FEMA and Cal OES. The 508 Compliance Guidelines will be followed to ensure that digital content is accessible to individuals with disabilities.

## **COST**

Although some direction has been provided by FEMA and Cal OES, the actual Scope of Work required is anticipated to evolve over the contract period as federal-compliance with the specific funding source appears to be in the early stages. We have therefore provided what we believe to be a conservative cost estimate based on prior experience with federal agencies. This cost is a not-to-exceed amount and only the actual labor and materials costs incurred will be billed. We would apprise you early on if any requests are made outside of this scope of work that may affect the budget. Our estimated not-to-exceed amount is Forty-Eight Thousand Five Hundred Dollars (\$48,500.00).

## **SCHEDULE**

Our estimated schedule would provide for completion of the first version of a Draft EA approximately two months following the date of authorization to proceed. This assumes that changes to the project proposal are not made after we begin work. The schedule for the completion of the document to be prepared for public review will be dependent on a number of factors including the amount of time the District and FEMA will need to review and the extent of comments received on the first and second versions of the Draft. Ideally, the reviews would be completed within another month and publication of the document in the Federal Register could occur approximately three months after we begin.

Mr. George Cardenas  
January 24, 2024  
Page 3

All personnel that will be assigned to this project have the capabilities to perform the work and their present workload has been accounted for in the schedule provided.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl A. Tubbs".

Cheryl A. Tubbs  
Vice President

# Agenda Item 6c

Update on the Proposed Civic Center &  
Phelan Park Expansion Projects



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

## MEMORANDUM

**DATE:** February 28, 2024  
**TO:** Board of Directors  
**FROM:** Don Bartz, General Manager  
By: Kim Sevy, HR & Solid Waste Manager/District Clerk  
**SUBJECT:** Update on the Proposed Civic Center & Phelan Park Expansion Project

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### STAFF RECOMMENDATION

None

### BACKGROUND

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

### FISCAL IMPACT

None

### ATTACHMENT(S)

None

# Agenda Item 7

Committee Reports/Comments



## **SPECIAL FINANCE COMMITTEE MEETING MINUTES**

January 23, 2023 – 3:00 P.M.  
Phelan Community Center  
4128 Warbler Road, Phelan, CA 92371  
& Remotely Via Zoom or Conference Call

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

**Board Members Absent:** None

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

### **Call to Order**

Director Roberts called the meeting to order at 3:05 p.m.

### **Roll Call**

All Committee Members were present at Roll Call.

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

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

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

None

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

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

#### **4) Review of Proposals for Auditing Services**

Mr. Noland introduced this item. The Committee recommendation was to retain Chris Brown, of C.J. Brown & Co. for the District's auditing services.

#### **5) Review of Quarterly Financials**

The Committee reviewed the financials.

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

The Committee reviewed the solar project credits and expenses.

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

The Committee reviewed the Cash/Investment report.

**8) Committee Comments**

Nothing further.

**9) Review of Action Items**

a) **Prior Meeting** – None

b) **Current Meeting** – Presentation to the Board on new meters (July)

**10) Set Agenda for Next Meeting**

Special Meeting – March 19, 2024

Regular Meeting – April 16, 2024

- Remove Item No. 4
- Add “2024/2025 Budget”

**11) Adjournment**

With no further business before the Committee, the meeting adjourned at 3:41 p.m.

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

**SPECIAL PARKS, RECREATION & STREET LIGHTING  
COMMITTEE MEETING MINUTES**

January 23, 2024  
Phelan Community Center  
4128 Warbler Road, Phelan, CA 92371  
& Remotely Via Zoom or Conference Call

**Board Members Present:** Rebecca Kujawa, Chair  
Greg Snyder

**Board Members Absent:** None

**Staff Present:** Don Bartz, General Manager  
Steve Lowrance, Parks Supervisor  
Kim Sevy, HR & Solid Waste Manager/District Clerk  
Jennifer Oakes, Executive Management Analyst

**Call to Order**

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

**Roll Call**

All Committee Members were present at Roll Call.

- 1) **Approval of Agenda**  
Director Snyder moved to approve the Agenda. President Kujawa seconded the motion. Motion passed unanimously.
- 2) **Public Comment** – Public comment was given by Dave Roberts; a written statement is attached to the minutes.
- 3) **Approval of Minutes**  
Director Kujawa moved to approve the Minutes. Director Snyder seconded the motion. Motion passed unanimously.
- 4) **Review of 10-Year Capital Plan for the 2024/2025 Budget**  
The committee reviewed the Capital Plan. Modifications discussed will be brought to the budget workshop.
- 5) **Review & Discussion Regarding Parks and Recreation Events & Programs**  
Mr. Lowrance reviewed the parks and recreation events and programs scheduled for 2024.
- 6) **Update Regarding Phelan Park Expansion**  
Ms. Sevy provided an update on the APRA portion of the park expansion and reviewed the ADA map and schedule provided in the agenda packet.

- 7) **Update on Phelan Farmers Market**  
Mr. Lowrance provided an update on the farmer's market.
- 8) **Update on Teaching Garden**  
Mr. Lowrance provided an update on the teaching garden.
- 9) **Staff Report**  
A written report was included in the packet.
- 10) **Committee Comments**  
None
- 11) **Review of Action Items**
  - a) **Prior Meeting** – None
  - b) **Current Meeting** – Update CIP for Board workshop
- 12) **Set Agenda for Next Meeting** – February 13, 2023
  - Remove Item 4
  -
- 13) **Adjournment**  
With no further business before the Committee, the meeting was adjourned at 4:54 p.m.

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

## **SPECIAL ENGINEERING COMMITTEE MEETING MINUTES**

February 13, 2024 – 4:30 p.m.  
Phelan Community Center  
4128 Warbler Road, Phelan, CA 92371  
& Remotely Via Zoom or Conference Call

**Board Members Present:** Mark Roberts, Director (Chair)  
Rebecca Kujawa, President

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

### **Call to Order**

Director Roberts called the meeting to order at 4:30 p.m.

### **Roll Call**

All Committee Members were present at Roll Call.

- 1) **Approval of Agenda**  
Director Kujawa moved to approve the Agenda. Director Roberts seconded the motion. Motion carried unanimously.
- 2) **Public Comment** – None
- 3) **Approval of Minutes**  
Director Roberts moved to approve the Minutes. Director Kujawa seconded the motion. Motion passed unanimously.
- 4) **Review of 10-Year Capital & Repair and Maintenance Plans for the 2024/2025 Budget**  
The Committee reviewed the revised Capital Plan and the Repair and Maintenance Plan.
- 5) **Oeste Recharge Study Project**  
Mr. Cardenas provided an update on this item.
- 6) **Discussion Regarding Water System**
  - **Pumps and Wells Services Agreement**
  - **10-Year Tank Rehabilitation & Maintenance Service**

- **Water Quality**
- **Service Line Replacement Program**
- **Other Repairs/Replacements/Updates/Maintenance**

Mr. Wright reported on this item.

7) **Smithson Springs Update**

Mr. Wright reported that the storm damaged the road and staff has not been up to the spring.

8) **State Regulations Update**

Nothing to report.

9) **Review of Current Projects**

- **Well No. 15**
- **Well No. 17**
- **Future Well No. 18**
- **Tank 6A**

Mr. Wright and Mr. Cardenas reported on this item.

10) **Staff Reports**

Nothing new to report; a written report is in the agenda packet.

11) **Review of Action Items**

a) **Prior Meeting**

- Oeste production numbers and return flows – not available until February 2024
- Update CIP and bring Repair and Maintenance Plan to next meeting.

b) **Current Meeting** – Update CIP regarding boosters.

12) **Set Agenda for Next Meeting** – March 20, 2024

- Remove CIP/Repair & Maintenance Plan

13) **Adjournment**

With no further business before the Committee, the meeting was adjourned at 5:02 p.m.

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

## **SOLID WASTE & RECYCLING COMMITTEE MEETING MINUTES**

February 21, 2024 – 2:30 p.m.  
Phelan Community Center  
4128 Warbler Road, Phelan, CA 92371  
& Remotely Via Zoom or Conference Call

**Board Members Present:** Deborah Philips  
Chuck Hays

**Board Members Absent:** None

**Staff Present:** Kim Sevy, HR & Solid Waste Manager/District Clerk  
Aimee Williams, Assistant Board Clerk

**CR&R Staff Present:** Brandon McGill, Operations Manager

### **Call to Order**

Director Philips called the meeting to order at 2:30 p.m.

### **Roll Call**

All Committee Members were present at Roll Call.

1) **Approval of Agenda**

Director Hays moved to approve the Agenda. Director Philips seconded the motion.  
Motion passed unanimously.

2) **Public Comment**

None

3) **Approval of Minutes**

Director Philips moved to approve the minutes. Director Hays seconded the motion.  
Motion passed unanimously.

4) **Review of Solid Waste Events**

Ms. Sevy reviewed the upcoming tire collection event scheduled for March 9, 2024.

5) **Update on Uniform Collection**

Ms. Sevy & Mr. McGill reported on the implementation of the collection program. All three containers will be collected on the same day for residential customers. Almost all customers have the three-container system. Separate collection has begun; however, recycling and organics are contaminated with trash. Ms. Rhoden had questions about what items go in what barrel which were answered by Mr. McGill and Ms. Sevy.

6) **Update on SB1383 Compliance Order**

Ms. Sevy provided an update on the status of the District's SB 1383 compliance order. All tasks have been completed.

7) **Staff Reports**

Nothing further to report; a report was provided in the packet.

8) **Review of Action Items**

a) **Prior Meeting** – None

b) **Current Meeting** – None

9) **Set Agenda for Next Meeting** – March 20, 2024

- Keep the same

10) **Adjournment**

With no further business before the Committee, the meeting adjourned at 2:59 p.m.

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



# Agenda Item 8

Staff & General Manager's Report

**Phelan Pinon Hills Community Services District  
Engineering Manager's Report  
February 28, 2024**

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

Trackers and Jack screws repair pending delivery of back ordered material (due October 2023). The District received a 90-day termination notice from TotalEnergies for the agreements related to SunPower photovoltaic system on October 17, 2023. The 10-year Operations and Maintenance (O&M) Agreement and Performance Guarantee Agreement will both expire on January 11, 2024. Both agreements were negotiated as part of the contract with SunPower. A response letter with sent in late December. TotalEnergies has not responded. The District has reached out for O&M contract services.

Register generation: Renewable Energy Credits (REC's), U.S. Department of Energy, Energy Information Administration (EIA). Due no later than March 25, 2024

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

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

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

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

The District's GIS mobile application, Sedaru, has notified the District the application will sunset on June 30, 2024. Over several months, in late 2023, staff solicited potential viable solutions to replace Sedaru. In early January, on the recommendation from staff, the Board approved the GIS mobile integration and licensing with Novotx, ElementXS. This will replace all the services Sedaru provided excluding the hydraulic model integration.

Staff continues to find opportunities to become more independent of 3<sup>rd</sup> party applications with ESRI Small Utility License Agreement (SULA) seeking opportunities to support field and office workflows efficiently and effectively with GIS. Mobile applications like vehicle logging and backflow management are a couple of examples staff have developed using SULA. Updated drone imagery for reservoir and well sites continue to be collected along with booster station interior inventory, in some cases lidar and/or point cloud, to populate its District's GIS Portal.

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***Future 6A-2 Tank (1.5 MG)***

Water Master Plan (2020) recommends increasing storage capacity at tank site 6A. The existing capacity is 0.42MG. Pending federal appropriations, the Capital Improvement Project (CIP) table outlines the project for the construction of a 1.5MG tank. CEQA for this project will be elevated to NEPA standards to meet future Federal requirements. On February 9<sup>th</sup>, the District was notified by the Morongo Band of Mission Indians to participate in monitoring during cultural resources surveys and construction. AB-52 notices were sent out in early November and did not receive a formal consultation letter. Anticipated Board adoption is scheduled for late June 2024. Staff soliciting proposals for the design and the Geotechnical Study.

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

### **Phase 1**

#### **Current Permits**

1. (CWMP-2022-00646) Construction Waste Management Plan (Part 1)
2. (EHS-SR0114465) Percolation Report
3. (ELEC-2022-02528) Light Standards
4. (FCIC-2022-00437) Civic Center Construction Documents – Approved
5. (GRAD-2021-00235) Grading Plan – Preliminary Approval
6. (GTR-2022-00127) Geotechnical Investigation Report
7. (NEWNR 2021-00230) Construction Documents (Building)
8. (SIP 2021-00031) Street Improvement Plans - Approved
9. (PLP 2021-00018) Landscape Plan – Approved
10. (WDID No. 6B36C401591) Storm Water Pollution Prevention Plan (SWPPP) NOI 8/11/2023
11. Vector Control Clearance EHS - Approved
12. Commissioning Plan
13. Structural Analysis Calculations
14. Acoustical Study – exempted.
15. Edison utility relocation and meter/service charge - Approved
16. Wall Plan – TRLS Engineering – Approved

#### **Pending Approval (\* contractor's issuance)**

17. (DRNSTY 2021-00054) Final Hydrology signatures – submitted Feb. 9th
18. (WQMP 2021-00153) Final Water Quality Management Plan (WQMP)– Submitted Feb. 9th
19. (FUDG 2023-00068) County Fire comments – pending TRLS submittal
20. Generator emissions permit (MDAQMD) – Steeno Design
21. \*(AR0034) Sahara Road Vacation – P/W Dept. conditions met – Official approval pending HPTC hearing in December. This does not impact street improvement and grading permitting, impacts only building permitting. Set for Board Hearing in March 2024
22. \*(ACCRNR-2023-00144) Trash Enclosure Plan Trash Enclosure Plan – Steeno Design – 9/18/2023 submitted / revisions were received 10/25/2023 (permit to be requested by and issued to contractor)
23. \*Encroachment Permit – submitted – for construction permit. No delay.
24. Tortoise Survey – RCA - National Environmental Policy Act (NEPA) requirements

#### **Plans**

25. Audio / Video Plan – Plannet – in design
26. Fire Sprinkler Plan – Pacific Fire Engineering (Steven Bishop) – in design
27. Signage Plan – Inland Signs – in design
28. Dry Utility Plan – Green West – in design
29. Interior Design – Steeno Design – 95% final bid set
30. Elevation Certificate – TRLS Engineering – comments from County to be addressed

The Civic Center project was conditionally approved on July 18, 2023. The Emergency Operations Center (EOC) \$2,000,000 FEMA grant contract requires a traditional Request for Proposal (RFP). With the assistance of The Wallace Group, a draft RFP is in review by legal counsel. The grant requires NEPA for funding. The Federal Emergency Management Agency (FEMA) and CalOES confirmed California Environmental Quality Act (CEQA) shall be elevated to NEPA standards for funding. A Tortoise Survey is also required. NEPA will be reviewed and accepted by FEMA prior to funding approval for the project. FEMA's schedule for approval for all funding projects shall be no later than September 2024.

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

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

**Phase 3** – equestrian, multi-use (baseball), skate park, pump track

**Approved**

1. (PROJ 2022-000184) Formal Application: Comments received November 3, 2023
2. (TRSTY 2021-00016) Traffic Study
3. (SR 0112960) Percolation Study
4. (GTR 2022-00128) Geotechnical Report
5. Biological Assessment – complete
6. Cultural and Paleo Report – complete
7. Infiltration Report – complete
8. Hydrology Study – complete
9. Noise Study – complete
10. Preliminary Grading and Street Improvements (Warbler Road) – Pending County conditions
11. Zone change – From PH/CG (General Commercial) to PH/RC (Rural Commercial) thru CEQA

**Pending**

12. Hydrology Study for 14 AC – pending
13. CEQA IS/MND (SCH#202308071) – Lilburn Corp. – Complete (5/2/23). County of San Bernardino lead on the environmental. Public noticed on July 28, 2023. Comment period closes on August 28, 2023, 4:30pm. AB52 Tribal Notice complete. Comments received from CDFW.
14. Fire Department Review
15. Western Joshua Tree Conservation Act (WJTCA) study – RCA anticipate completion Feb. 9th

Phase 1 grading is designed to protect all existing Joshua Trees during construction. The District has withdrawn its Incidental Take Permit (ITP) application with California Endangered Species Act (CESA). The consultant, RCA, is tasked to revise the study for the WJTCA ITP. This will significantly lower mitigation costs.

The Wallace Group continues to develop 65% preliminary design plans (development level plans) package for Planning Commission Conditional Use Permit (CUP) approval.

**Phelan Park Enhancement Project**  
**(Pickleball Court, Community Garden and Fitness Equipment)**

Consultants are preparing the preliminary design. Grant funding with the American Rescue Plan Act (ARPA). ARPA is funded by Coronavirus Local Fiscal Recovery Fund (CLFRF) which is administered through the County of San Bernardino. Grant amount: \$457,195. District matching, approximately \$500,000.

**Water Mainline Extension Projects**  
**(\* status change, \*\* in construction)**

***-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. Owner: **Joel Jacoby**. Engineer: **TRLS Engineering Inc.** Second plan check completed. Status: pre-construction meeting pending.

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***-Joshua Street - to serve APN 3038-131-08***

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

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***-Schlitz Road - to serve APN 3101-571-02***

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

---

***-Salerno Road - to serve APN 3101-431-08***

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

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***-Sequoia Road - to serve APN 3069-331-10***

Proposed 340 Linear Feet of 8-inch PVC water pipeline, located on Sequoia Road east of Johnson Road. Owner: **ZAB LLC, Luis Benites**. Engineer: **Capstone Engineering Inc.** Status: pending pre-construction meeting – WL easement

***-Sunset Road - to serve APN 3070-121-15***

Proposed 386 Linear Feet of 8-inch PVC water pipeline, Sunset Road east of Tumbleweed Road. Owner: **Luis Zuniga**. Engineer: **J.E. Miller & Associates**. Status: pending pre-construction meeting

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

Proposed 375 Linear Feet of 8-inch PVC water pipeline, located on LA Miranda Road beginning north from Cayucos Drive. Engineer: **ServiTop Engineering**. Pre-construction meeting held 10/24/2023. Installation completed by FMPipeline. Status: Pending final documents

---

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

Proposed 1,290 Linear Feet of 8-inch PVC water pipeline from Cayucos Drive north on Acanthus Street. Engineer: **ServiTop Engineering**. Status: 2<sup>nd</sup> check plan.

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***-Bonanza Road - to serve APN 3065-371-24***

Proposed 650 Linear Feet of 8-inch PVC water pipeline, Bonanza Road east of Trinidad Road. Owner: Able Robles. Engineer: **J.E. Miller & Associates**. Status: 2<sup>nd</sup> plan check

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***-Baldy Mesa Road - to serve APN 3065-481-11***

Proposed 1167 Linear Feet of 8-inch PVC water pipeline, on Baldy Mesa Road north from Phelan Road. Owner: Kuir Mini Storage. Engineer: **Bonadiman & Associates**. Status: 2<sup>nd</sup> plan check.

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***Inactive Mainline Extension Projects***

***Beekley Road - to serve APN 3100-551-13***

Proposed 300 Linear Feet of 8-inch PVC water pipeline, located on Beekley Road north from Begonia Road. Engineer: **TRLS Engineering Inc**. Final plan-check complete on 6/6/2018. Status: County Fire Department approval.

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***Acanthus Street - to serve APN 3066-681-13***

Proposed 300 Linear Feet of 8-inch PVC water pipeline, located on Acanthus Street south from McAllister Road. Owner: **Arturo Mata**. Engineer: **Ludwig Engineering**. Status: 2<sup>nd</sup> plan check completed 4/14/2021.

**San Bernardino County Public Works Department**  
**Utility Coordination Meeting: January 23, 2024**

**Local Projects:**

**Phelan Road Widening Project**  
**(Highway 138 to Los Banos Road)**

**Phase 2**

Project: mill/overlay, leveling course, isolated areas of full depth reconstruction and the installation of a traffic signal at the intersection of Clovis Road and Phelan Road. The scope of work includes sidewalk curb ramps at Colvis Road, Malpaso Road, Sierra Vista Road, Johnson Road, Wilson Ranch Road, and Baldy Mesa Road with pedestrian crossing ramps at Phelan Elementary. To be constructed in 2 phases.

Street intersections at Sonora Road, Tumbleweed Road, Sunny Vista Road, and Arrowhead Road intersections were widened as part of Phase 1 in 2022. Those improvements will remain undisturbed.

The District received project notification on October 27, 2023 for comments and possible conflicts. The District will be responsible to adjust valve cans to finish grade. Water meters and service lines, within the project limits, have been relocated to prevent disturbance during construction.

Status: 95% design (W.O.# TX1823)

Construction start date: August 2024

Contact: Adrianna Wilmenta

Project Manager: Thomas Bustamonte

**Phase 3**

Project: Widening Phelan Road from 2 to 5 lanes from State Highway 138 to Los Banos Road. Drainage improvements and intersection realignment at State Highway 138 and Phelan Road. The project is currently in the environmental clearance.

Status: 15% design (W.O.#: H15057)

Construction start date: April 2027

Project Engineer: Vladimir Reyes

## MANAGEMENT REPORT

**DATE:** February 16, 2024  
**PREPARED BY:** Kim Sevy, HR & Solid Waste Manager  
**SUBJECT:** January 2024 Manager's Report

### SOLID WASTE & RECYCLING

#### Customer Data:

<u>COMMERCIAL ACCOUNTS</u>	<u>NO.</u>	<u>CITATIONS ISSUED</u>	<u>NO.</u>
Trash	93	Commercial	0
Recycling	87	Residential	0
Organics	35		
		<u>PERMITS ACTIVE</u>	<u>NO.</u>
		Self-Haul - Commercial Recycling	4
		Self-Haul - Commercial Organics	11
		Self-Haul - Residential Recycling	N/A
		Self-Haul - Residential Organics	N/A
		SB1383 Exemptions – Commercial	45
<u>SCHOOL ACCOUNTS</u>	<u>NO.</u>	<u>TEMPORARY SERVICE</u>	<u>NO.</u>
Trash	16	Temporary - Trash	24
Recycling	16	Temporary - Recycling	0
Organics (Roll Off)	1		
<u>RESIDENTIAL ACCOUNTS</u>	<u>NO.</u>		
Total Trash	5,634		
Total Recycling	34		
Total Organics	N/A		
Barrel Customers	4,118		
Bin Customers	1,392		

#### TOTAL APPLICATIONS (12/1/2023)

CR&R - Confirming or Modifying	1,509	50.54%
CR&R - Change to Self-Haul	70	2.34%
Current Self-Hauler - Confirming	846	28.33%
Current Self-Hauler - Change to CR&R	128	4.29%
New Resident/Self-Haul	43	1.44%
New Resident/Start CR&R Service	390	13.06%
<b>TOTAL</b>	<b>2,986</b>	<b>100.00%</b>

TOTAL CR&R            68%  
TOTAL Self-Haul        32%

#### Self-Hauler Data:

TOTAL Number of Self-Hauls to Transfer Station: 2,603  
TOTAL Number of Unique Self-Hauls to Transfer Station: 1,534  
TOTAL Self-Haul Tonnage: 543.02

#### Notable Activity:

- Weekly meetings with CR&R staff
- Food scrap containers are available in the District office



Recent & Upcoming Events:

- Free Tire Disposal Day & Community Clean-up
  - March 9, 2024 – 8am-noon
  - CR&R Service Yard

**HUMAN RESOURCES**

Statistical Data:

- Full Time Employees: 27
  - Engineering: 3
  - Water (Field): 10.5
  - Parks & Rec: 2.5
  - Administration: 12
- Part Time Employees: 0
- Temporary Employees: 0
- Open Positions: 0

**MISCELLANEOUS**

Recent District Events:

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

- None

Website Data:

	Page Name	Total Views	Unique Users
1	Phelan Piñon Hills Community Services District	3,287	1,833
2	My Account - Phelan Piñon Hills Community Services District	3,103	1,426
3	Water Department - Phelan Piñon Hills Community Services District	593	422
4	Residential - Phelan Piñon Hills Community Services District	524	292
5	Services - Phelan Piñon Hills Community Services District	402	288
6	Solid Waste and Recycling - Phelan Piñon Hills Community Services District	257	166
7	Contact Us - Phelan Piñon Hills Community Services District	244	186
8	Meetings - Phelan Piñon Hills Community Services District	206	76
9	Employment - Phelan Piñon Hills Community Services District	191	139
10	Education and Conservation - Phelan Piñon Hills Community Services District	188	183
11	Apply for Service - Phelan Piñon Hills Community Services District	186	102
12	Rates and Fees - Phelan Piñon Hills Community Services District	142	88
13	Projects - Phelan Piñon Hills Community Services District	107	61
14	Calendar - Phelan Piñon Hills Community Services District	104	58
15	Events - Phelan Piñon Hills Community Services District	102	59
16	Board of Directors Meeting - Phelan Piñon Hills Community Services District	99	48
17	Parks and Recreation - Phelan Piñon Hills Community Services District	86	56

18	New Connections - Phelan Piñon Hills Community Services District	72	48
19	Contractors - Phelan Piñon Hills Community Services District	62	41
20	Sign Up for Classes - Phelan Piñon Hills Community Services District	58	31

## Grants

- **SB 1383 Local Compliance Grant**

- Submitted in January 2022. The District was awarded \$20,000. Grant funds have been used to pay for Solid Waste consultant.
- Staff submitted for the 2023 program grant in the amount of \$75,000.
- Awards are expected in March 2024

- **Community Project Funding Request - 2023**

- Wallace Group has taken the lead on this grant process, and Engineering is reporting on the progress of this project.

- **Community Project Funding Request - 2024**

- Staff submitted a Community Project Funding Request ("Request") in the amount of \$2,000,000 to help fund a Tank 6A-2. Staff is pleased to report the District's full Request was selected by the Congressman as one of the 15 projects he submitted to the House Appropriations Committee.
- There is an approximately year-long process before final approval. The Request must be reviewed and approved by the House Appropriations Committee who will then craft legislation in the form of funding bills which are then consolidated with the Senate Appropriations Committee's funding bills. The consolidated funding bill is then signed into law by the President and funding is then distributed. After funding is distributed, the District will have approximately 12-24 months to complete the project and is subject to an audit by the Government Accountability Office. During this time, it is possible that funding for such Requests may disappear, however all indications show that funding is likely to continue for now.
- This will require an authorizing resolution.

- **County American Rescue Program Act (ARPA) Funds**

- Staff worked with consultants and submitted a request to the county. The county approved \$457,194 in ARPA funds for construction of certain parks elements.
- Staff has been working with Wallace Group on park elements and presented to the Parks Committee in November.
- A survey is underway for ADA requirements before park design begins in order to ensure parks design meets all applicable ADA requirements.



# 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

January 2024

### FINANCIAL DATA:

Enterprise Fund (Water Operations)				
	January	YTD	Total Budget	% of Total Budget
Operational Revenue	\$582,543.54	\$4,983,270.71	\$8,262,070.27	60%
Operational Expenses	\$587,559.96	\$4,754,769.66	\$8,403,260.49	57%
<b>Net Income (Loss)</b>	<b>-\$5,016.42</b>	<b>\$228,501.05</b>	<b>-\$141,190.22</b>	<b>-162%</b>
Non-Operational Revenue	\$218,573.24	\$1,710,319.73	\$2,198,541.94	78%
Non-Operational Expenses	\$111,973.31	\$487,286.44	\$1,273,352.20	38%
<b>Net Income (Loss)</b>	<b>\$106,599.93</b>	<b>\$1,223,033.29</b>	<b>\$925,189.74</b>	<b>132%</b>
Total Revenue	\$801,116.78	\$6,693,590.44	\$10,460,612.21	64%
Total Expense	\$699,533.27	\$5,242,056.10	\$9,676,612.69	54%
<b>Total Net Income (Loss)</b>	<b>\$101,583.51</b>	<b>\$1,451,534.34</b>	<b>\$783,999.52</b>	<b>185%</b>

**Capital Outlay/Principal Pmts/C6** **\$1,751,922.00** **\$2,404,131.87**

Government Funds (Parks, Street Lighting, Solid Waste & Recycling)				
	January	YTD	Total Budget	% of Total Budget
Operational Revenue	\$56,549.64	\$429,381.14	\$764,906.58	56%
Operational Expenses	\$63,139.26	\$571,326.51	\$1,261,551.16	45%
<b>Net Income (Loss)</b>	<b>-\$6,589.62</b>	<b>-\$141,945.37</b>	<b>-\$496,644.58</b>	<b>29%</b>
Non-Operational Revenue	\$73,980.29	\$1,491,442.54	\$2,009,362.33	74%
Non-Operational Expenses	-\$5,060.84	-\$16,649.76	\$110,914.35	-15%
<b>Net Income (Loss)</b>	<b>\$79,041.13</b>	<b>\$1,508,092.30</b>	<b>\$1,898,447.98</b>	<b>79%</b>
Total Revenue	\$130,529.93	\$1,920,823.68	\$2,774,268.91	69%
Total Expense	\$58,078.42	\$554,676.75	\$1,372,465.51	40%
<b>Total Net Income (Loss)</b>	<b>\$72,451.51</b>	<b>\$1,366,146.93</b>	<b>\$1,401,803.40</b>	<b>97%</b>

GOVERNMENT FUNDS:	General	Parks and Rec	Street Lighting	Property Tax	Solid Waste	Total
Revenue YTD	492,782.08	156,316.76	476.92	1,083,173.08	188,074.84	1,920,823.68
Expense TYD	13,968.64	384,496.43	13,515.29	3,161.10	139,535.29	554,676.75
<b>Total Net Income (Loss)</b>	<b>478,813.44</b>	<b>-228,179.67</b>	<b>-13,038.37</b>	<b>1,080,011.98</b>	<b>48,539.55</b>	<b>1,366,146.93</b>

	Enterprise	Government	Total
Cash Available	\$3,773.65	\$9,749,306.94	\$9,753,080.59
Cash Reserves	\$17,648,545.79	\$686,392.00	\$18,334,937.79
Total Cash	\$17,652,319.44	\$10,435,698.94	\$28,088,018.38

**ADMINISTRATIVE DATA:**                      January                      2024

<b>Water Consumption (HCF):</b>	October	November	December	January
2023/2024	92,855	65,678	56,855	61,912
2022/2023	93,012	66,172	64,571	61,071
2021/2022	92,468	71,157	72,588	62,461

<b>Meters In Ground:</b>	October	November	December	January
	7273	7279	7287	7290

<b>Meter Permits Issued:</b>	October	November	December	January
	6	5	6	2

<b>Lock-offs:</b>	October	November	December	January
	82	99	79	62

<b>Customer Service A/R Activities</b>	January Quantity		January \$ Received	
<b>Payments</b>				
Cash	530	9.39%	\$56,465.78	8.23%
Check	535	9.48%	\$142,668.43	20.78%
Credit Card (counter)	184	3.26%	\$44,635.11	6.50%
Mail (checks)	674	11.94%	\$54,547.19	7.95%
E-Check	615	10.89%	\$52,179.67	7.60%
Online (credit card)	<u>3,108</u>	<u>55.05%</u>	<u>\$335,937.67</u>	<u>48.94%</u>
<b>TOTAL</b>	<b>5,646</b>	<b>100.00%</b>	<b>\$686,433.85</b>	<b>100.00%</b>

<b>Payments Received and Processed</b>	January Quantity	Enterprise	Government
Water	5,628	5,628	
Gvmt (Rentals, Classes, Franchise fee, et	<u>18</u>	<u></u>	<u>18</u>
	<b>5,646</b>	<b>5,628</b> 99.7%	<b>18</b> 0.3%

<b>Customer Service Other Activities</b>	January Quantity	Enterprise	Government
Service Orders Processed	467	467	
Assisted Customers at Counter	<u>1,249</u>	<u>1,231</u> 98.6%	<u>18</u> 1.4%
	<b>1,716</b>	<b>1,698</b>	<b>18</b>

## Parks, Recreation & Street Lighting Report January 2024

### Introduction

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

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

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

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

### Monthly Activity Report

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

Location	Paid Rental	District Use	Donated Use
Phelan Community Center	6	7	14
Phelan Senior Center	4	0	8
Piñon Hills Community Center	8	0	4
Miscellaneous	0	0	0
Phelan Park	0	0	0

### **Events and Classes**

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

- Special Parks Committee Meeting – January 23, 2024, 4:30 pm at Phelan C.C.
- Regular Parks Committee Meeting – February 13, 2024. (cancelled)
- Farmers Market – Mondays, 2:00 pm – 6:00 pm at Phelan C.C.
- Line Dancing – Every Friday, 9:00 am – 10:30 am at Phelan C.C.
- Senior Activities – Mondays & Thursdays Pinon Hills C.C. and Tuesdays & Fridays, Phelan C.C.
- Gardening Class – Garden Design Layout, Saturday 1/13/2024.
- Gardening Class – Starting Spring Seedlings, Saturday 2/10/2024.
- (Learn to Garden classes are held at the Teaching Garden, just north of PPHCSD Office)

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

- Parks Budget for 2024/2025 – Preparations in Process.
- Parks and Recreation, District Classes/Events 2024 Schedule – In Process.
- Phelan Park Expansion Project – Design with phase planning has been addressed with the board, awaiting funding opportunities for the District owned parks properties east of Phelan Park – 4.22-acre parcel, APN 3066-261-08, and adjoining 10-acre parcel, APN 3066-251-14.
- Possible funding sources for the Phelan Park expansion project are in process and ongoing.
  - American Rescue Program Act (ARPA) Funds - The county has preliminarily approved \$457,194 in ARPA funds for construction of certain parks elements. The contract was approved by the District's Board on 3/8/2023 and was submitted to the County and is awaiting Board of Supervisors for ratification, expected 2024. Staff is working with Wallace Group on park elements which were presented to the Parks Committee on November 28, 2023. An ADA survey is in process to ensure all ADA requirements are met for the Phelan Park design which includes the new elements.
- Parks Master Plan – Action plan needs are being implemented and are ongoing.

# Agenda Item 9

Director Reports

# Agenda Item 10

Correspondence/Information



Learn How To:

# Shut Off Most Plumbing Fixtures Before You Have an Emergency

Learn how to shut off plumbing fixtures during an emergency.

## Kitchens

Shut off valves are located under kitchen sinks inside cabinets. There can be two valves, one for hot water and one valve for cold water. All valves must be shut off to work on or replace faucet fixtures. Dishwasher and garbage disposal shut off valves are located under the kitchen sink. You may have to trace water lines to be sure you are shutting off the correct valve.



## Bathrooms

Generally, the shut off valve for the toilet is located on the left side, below and behind the toilet. The shut off valve will be located on a riser in the floor, or protruding from the wall. Most homes do not have individual shut offs for the tub and shower. The water must be shut off at the home's main supply valve before repairs are made to fixtures with no shut off valve. The shut off valve for the sink will be under the sink.



## Other Appliances

- Shut off valves for washing machines are generally located on the wall behind the washer.
- Most newer homes have a water supply valve behind the refrigerator that is located on a riser in the floor, or protruding from the wall.



## Irrigation Systems

If your irrigation system needs to be shut off due to a broken sprinkler or sprinkler line, the timer can be turned to the off position. If the system continues to run or a control valve is leaking, then the supply valve should be shut off.



Contact us today if you need help shutting off your meter at 760-868-1212.

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



# Your Smart Meter Account is Waiting for You

## 1. Register or Login to Account

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

## 2. Set Up Alerts

Choose communication preferences for consumption alerts and billing reminders.

### **Choose Notification Type**

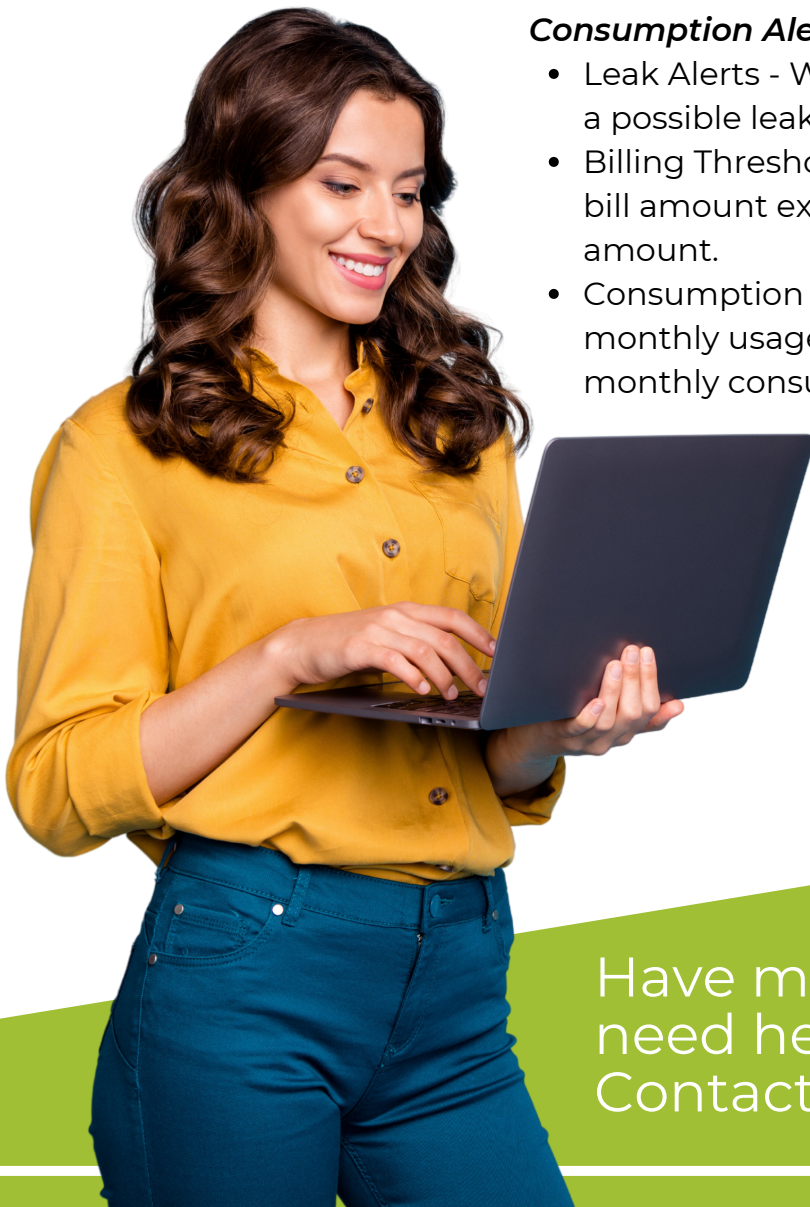
- Text Message
- Email
- Phone Call

### **Consumption Alerts**

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

### **Billing Reminders**

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



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



**Phelan Piñon Hills  
Community Services District**

# Open House

## Please Join Us

**March 23, 2024 at 10:00 AM  
at the Former Piñon Hills Fire Station**

This is your chance to be part of an exciting conversation about the potential uses for the former Piñon Hills fire station. Whether you envision it as a bustling community center, a vibrant arts space, a retail area, or something entirely different, your voice matters!

- Tour the building
- Engage in a community discussion about potential uses for the space



**Phelan Piñon Hills CSD**

Established 2008

10433 Mountain Rd  
Piñon Hills

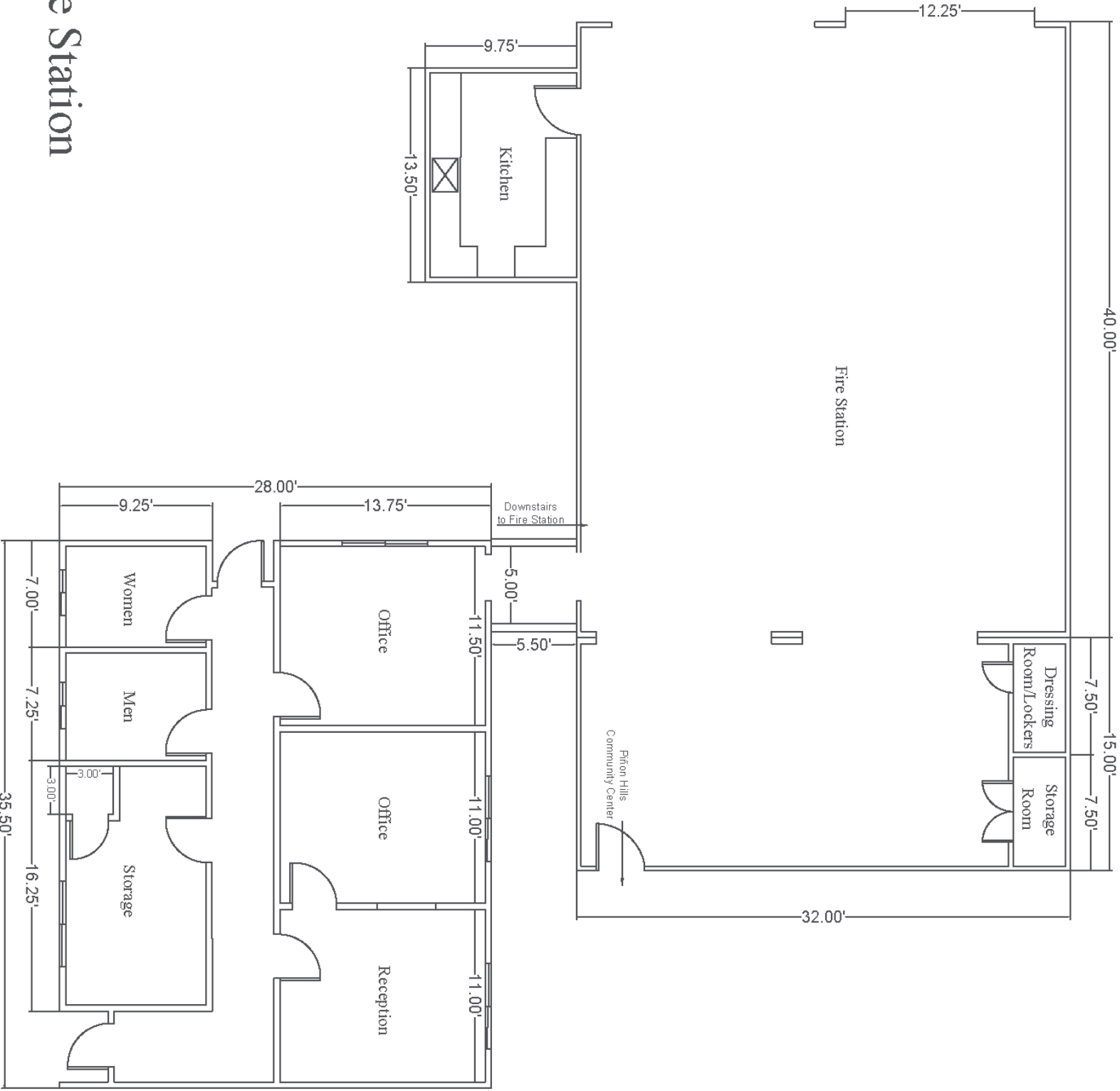
[www.pphcsd.org](http://www.pphcsd.org)

See Building Layout  
on Reverse Side

For more information or questions, call 760-868-1212.

Mountain Rd

Pinon Hills Fire Station  
10433 Mountain Ave



# COMMUNITY CLEANUP & FREE TIRE DAY\* **March 9, 2024**

8 AM - 12 PM

Drop Off Location:  
9828 Buckwheat Rd  
Phelan, CA



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

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

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

**CR&R**  
INCORPORATED  
environmental services

**CalRecycle**



**PHELAN PIÑON HILLS CSD  
SOLID WASTE  
SERVICES**

**Phelan Piñon Hills CSD**  
Established 2001

# Agenda Item 11

Review of Action Items

# Agenda Item 12

Set Agenda for Next Meeting