

BOARD PACKAGE

October 5, 2022

Regular Board Meeting – 6:00 p.m.



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

P. (760) 868-1212

F. (760) 868-2323

W. www.pphcsd.org

REGULAR BOARD MEETING AGENDA

October 5, 2022 Phelan Community Center 4128 Warbler Road, Phelan, CA 92371 & Via Conference Call (see below)

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

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

REMOTE PARTICIPATION INFORMATION:

Dial-in

1-669-444-9171 Meeting ID: 812 6235 6807

Passcode: 705084

Zoom

https://us06web.zoom.us/i/81262356807?pwd=ejRTbFdqYjBYNFVkTUxWVGU5bFIvUT09

Meeting ID: 812 6235 6807

Passcode: 705084

One-Tap Mobile

+16694449171,,81262356807#

Remote Comment Procedure:

- You will be muted until you are called on during the public comment period.
- You will be recognized by the last 4 digits of your phone number or Zoom ID and asked if you have a comment.
 - o If you do not have a comment, state "no comment."
 - o If you do have a comment, please state your name, where you live, and limit your comment to 5 minutes. After 5 minutes you may be muted so that others can comment.
- You may also email your public comment to the Board Secretary at ksevy@pphcsd.org by 6:00 p.m. on October 5, 2022. Your comment will be added to the record by the Board Secretary.

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



Mission Statement:

The Mission of the Phelan Piñon Hills Community Services District is to efficiently provide authorized services and maximize resources for the benefit of the community.

Authorized Services:

- Water
- Parks & Recreation
- Street Lighting
- Solid Waste
 Recycling

REGULAR BOARD MEETING - 6:00 P.M.

Call to Order - Pledge of Allegiance

Roll Call

- 1) Approval of Agenda
- 2) **Public Comment** Under this item, any member of the public wishing to directly address the Board on any item of interest that may or may not be within the subject matter jurisdiction of the Board, but not listed on the agenda, may do so at this time. However, the Board is prohibited by law from taking any action on any item not appearing on the agenda unless the action is otherwise authorized by the Brown Act. Any member of the public wishing to directly address the Board on any item listed on the agenda may do so when the item is being considered by the Board. If you wish to address the Board, please do so by the method listed on the first page of this agenda. Speakers are requested to be brief in their remarks. The Chair may limit each speaker to a comment period of five (5) minutes.
 - a) General Public
 - b) Community Reports
 - C.E.R.T.
 - County Supervisor
 - Fire
 - Mojave Water Agency
 - School District
 - Sheriff

3) Consent Items

- a) Approval of Board Minutes
- b) Acceptance of Board Stipends/Reimbursements
- c) Adoption of Resolution No. 2022-28; Authorizing Remote Teleconference Meetings for the Period of October 8, 2022, to November 7, 2022
- 4) Matters Removed from Consent Items
- 5) Presentations/Appointments
- 6) Continued/New Agenda Items
 - a) Discussion & Possible Action Regarding Addition of New Position for Solid Waste
 - b) Discussion & Possible Action Regarding Outfitting & Equipping of Mountain Well
 - 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 – October 19, 2022

13) Adjournment

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

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

Agenda Item 3a

Approval of Board Minutes



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

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W. www.pphcsd.org

REGULAR BOARD MEETING MINUTES

September 7, 2022 Phelan Community Center 4128 Warbler Road, Phelan, CA 92371 & Remotely Via Zoom or Conference Call

Board Members Present: Rebecca Kujawa, President

Deborah Philips, Vice President

Kathy Hoffman, Director Mark Roberts, Director

Board Members Absent: None

Staff Present: Don Bartz, General Manager

Kim Sevy, HR & Solid Waste Manager/District Clerk

George Cardenas, Engineering Manager

Chris Cummings, Water Operations Assistant Manager

Jennifer Oakes, Executive Management Analyst

District Counsel: Steve Kennedy, General Counsel (Zoom)

Public: None

REGULAR BOARD MEETING - 6:00 P.M.

Call to Order

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

Roll Call

All Directors were present at roll call.

1) Approval of Agenda

Mr. Bartz requests to switch the discussion order of Items 6a and 6c. Vice President Philips moved to approve the Agenda as amended. Director Roberts seconded the motion. Motion carried 4-0.

2) Public Comment

a) General Public

None; Pre-submitted public comments are attached to the minutes.

b) Community Reports

• **School District** – Dr. Ryan Holman, Superintendent for Snowline School District, provided an update on attendance at ongoing programs. He noted various awards

district schools had received.

- **Sheriff** Captain Jeremy Martinez provided an update on marijuana enforcement and cautioned the public on investigating grows and recommended that they report them instead. He introduced Sergeant Mark Rios, the new commander for the area, who provided the call statistics for the month of August.
- **County Supervisor** Sam Shoup, Field Representative for Supervisor Cook, thanked the Sheriff's Department for their efforts with Operation Hammer Strike. He noted various community events he has attended and reported that a new four-way stop sign will be place at Duncan and Johnson.

3) Consent Items

Director Hoffman moved to approve the Consent Items. Vice President Philips seconded the motion. Motion carried 4-0.

4) Matters Removed from Consent Items

None

5) Presentations/Appointments

District staff provided a presentation on 2021/2022 District Improvements.

6) Continued/New Agenda Items

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

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

Mr. Bartz introduced this item.

Public comment was given by (Note: written comments submitted prior to the meeting are attached to the minutes):

- Cheryl Rhoden
- Beth (no last name provided)
- Richard Austin
- Ann (no last name provided)
- Peter Barnes
- Meredith Hergenrader
- Bob Howard

After much discussion, the item died for lack of a motion.

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

Mr. Cardenas provided an update on the plan check process. Easements need to be submitted in order to abandon the road through the park. KTUA will be bringing a

proposal to complete design work to 60%.

No action taken: not an action item.

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

Staff Recommendation: None

Mr. Bartz provided a brief overview of the consolidation efforts to date and stated negotiations have ended upon direction of Dave Nilsen.

No action taken; not an action item.

7) Committee Reports/Comments

- a) **Engineering Committee (Standing)** Minutes are in the packet. Meets next week.
- b) **Finance Committee (Standing)** Meets in October; a special meeting may be held regarding the draft audit report.
- c) Legislative Committee (Standing) Minutes are in the packet. Meets in November.
- d) Parks, Recreation & Street Lighting Committee (Standing) Meets in October.
- e) Waste & Recycling Committee (Standing) Minutes are in the packet. Meeting was rescheduled for the following week.

8) Staff and General Manager's Report

Mr. Bartz thanked field staff for their response to a 16" main break in the middle of the night on a holiday.

9) Reports

a) Director's Report

Philips – Attended CSDA and was happy to see how well the District is running in comparison to others.

Hoffman – Nothing to report.

Roberts - Would like to attend ACWA in December.

- b) **President's Report** Nothing further to report.
- 10) Correspondence/Information The items in the packet were noted.
- 11) Review of Action Items
 - a) **Prior Meeting Action Items** None
 - b) Current Meeting Action Items Register Director Roberts for ACWA.

12) Set Agenda for Next Meeting

• Regular Board Meeting – September 21, 2022

13) Recess to Closed Session

With no further business before the Board, the Board recessed to closed session at 7:59 p.m.

Closed Session: Conference with Legal Counsel – Anticipated Litigation

Initiation of Litigation Pursuant to Government Code

Section 54956.9(d)(4) Two Potential Cases

Conference with Labor Negotiator (Government Code Section 54957.6)

District Designated Representative: Steven M. Kennedy, General Counsel

Unrepresented Employee: Don Bartz, General Manager

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

The Board returned to open session at 8:44 p.m.

President Kujawa reported, in regard to the first closed session item, the Board authorized settlement of a claim in the amount of \$100. The Board provided direction on the second item.

- 15) Continued/New Agenda Items
 - a) Discussion & Possible Action Regarding Employment Agreement between the District & the General Manager

Staff Recommendation: None

Mr. Bartz introduced this item.

Director Hoffman moved to approve the draft contract presented in closed session (see attachment). Vice President Philips seconded the motion. Motion carried 4-0.

16) Adjournment

With no further business before the Board, the meeting was adjourned at 8:46 p.m.

Agenda materials can be viewed online at <u>www.pphcsd.org</u>							
Rebecca Kujawa, President of the Board	Date						
Kim Sevy, HR Manager/Executive Secretary	Date						

Kim Ward

From:

Rebecca Amsden <becca4u2424@hotmail.com>

Sent:

Wednesday, September 07, 2022 12:32 PM

To:

Kim Ward

Subject:

Agenda 6A

To whom it may concern,

I am writing to you concerning the agenda item 6A. I would like to voice my disapproval in the matter. As a neighbor to this block, and living on Avalon, the only other road near town that connect phelan to the 138 besides Beekley, this would cause extreme traffic increases on an already horrible road. Avalon is not safe for the amount of traffic this project would surely bring. Not only is it hard to drive on, but the intersection of avalon and 138 is poorly designed and not maintained and will inevitably lead to fatal accidents. My second concern is the type of human traffic this may bring to the area. If it does become a truck stop, we would be welcoming strangers into an area very very close to a school. Not to mention the light and noise polution and the removal of so many joshua trees to build here. In my opinion, the value of possible jobs does not out way the cons of traffic, shady people, water usage, removal of joshua trees and light and noise pollution. Please consider the communities voice in this matter.

Becky Amsden

Karyn Burgen

From:

noreply@getstreamline.com

Sent:

Tuesday, September 06, 2022 7:59 PM

To:

Customer Service

Subject:

New form submission received: Contact Us



Contact Us

Message:	We do not want warehouses in our area! We've seen what happens in other residential/rural communities when warehouses come in. Please keep warehouses out of PPH!
Subject:	Warehouses
Your email:	halebon.ann@gmail.com
Your name:	Ann Hale

Reply / Manage

Powered by Streamline.



Kim Ward

From:

Deborah McAfee <demcafee6@gmail.com>

Sent:

Tuesday, September 06, 2022 10:10 PM

To:

Kim Ward

Subject:

Agenda Item 6a for 9.7.22 meeting

Hi Kim,

Please vote NO on agenda item 6A. It is my understanding the purpose of the request is to provide water service to a parcel of land located on Beekley. If the request passes it is also my understanding the owner intends to develop the land into either a housing development or warehouses. This will destroy our community. We do not need a warehouse in the center of town nor do we need a housing tract. That parcel is gorgeous and has so many lovely Joshua trees growing on it.

PLEASE vote NO on the request to provide water service to this parcel.

Kind regards, Debbie McAfee 76.315.0947

www.debbiemcafee.com

Kim Ward

From:

Ashley Campbell <akuehl88@gmail.com>

Sent:

Wednesday, September 07, 2022 12:29 PM

To: Subject: Kim Ward Agenda 6A

As a customer of PPHCSD, I'm told and by the state of California, to conserve water use. Please DO NOT approve servicing the new 90 acre distribution/warehouse.

No to Creeping Consolidation

EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into as of August 15, 2022, is by and between PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT, a self-governing special district formed under California Government Code Section 61000 et seq. ("Employer"), and DONALD J. BARTZ, an individual ("Employee"). Employer and Employee agree to the following terms and conditions of employment:

1. <u>Period of Employment.</u>

- (a) <u>Basic Term.</u> Commencing on the date of this Agreement, Employer shall employ Employee for a period of five (5) years expiring on August 15, 2027 (the "Term Date"), as extended under Section 1(b), unless Employee is terminated sooner in accordance with Section 4 below. As used herein, the phrase "Employment Term" shall refer to the entire period of employment of Employee by Employer hereunder, whether for the periods mentioned above or whether extended or earlier terminated as hereinafter provided.
- (b) Renewal. This Agreement shall be automatically renewed for an additional five (5) year period on the Term Date, unless one party gives to the other advance written notice of non-renewal at least sixty (60) days prior to the Term Date. Either party may elect not to renew this Agreement with or without cause, in which case this Section 1(b) shall govern Employee's termination and not Section 4 [except for Employee's termination obligations set forth in Section 4(g), which shall remain in effect].

2. <u>Duties and Responsibilities.</u>

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

Page 1 of 9 14

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

- of Employer's Board of Directors, Employee (during the Employment Term) shall not (i) borrow on behalf of Employer any amount of money during any fiscal year; (ii) spend or obligate Employer's funds in amounts in excess of the sums budgeted for expenditure by Employer's Board of Directors; (iii) accept any other employment; (iv) engage directly or indirectly in any other business, commercial, civil, or professional activity, whether or not pursued for pecuniary advantage, that is or may be competitive with Employer, that might create a conflict of interest with Employer, or that otherwise might interfere with the business of Employer or any Affiliate of Employer; or (v) accept any position with an outside agency without prior approval of Employer's Board of Directors. An "Affiliate" shall mean any person or entity that directly or indirectly controls, is controlled by or is under common control with Employer.
- (d) Representations. Employee represents and warrants (i) that he is fully qualified and competent to perform the responsibilities for which he is being hired pursuant to the terms of this Agreement; and (ii) that Employee's execution of this Agreement, his employment with Employer, and the performance of his proposed duties under this Agreement shall not violate any obligation he may have to any former employer (or other person or entity), including any obligations with respect to proprietary or confidential information of any person or entity.

3. <u>Compensation.</u>

- (a) <u>Salary.</u> Employer shall pay Employee a salary at the rate of \$261,074.53 per year during the Employment Term in accordance with Employer's duly established practices. On each anniversary during the Employment Term, Employee shall be entitled to an automatic annual cost of living adjustment (COLA) to Employee's salary based upon the applicable published index as reasonably determined by Employer's Board of Directors. COLA shall be applied on July 1 of each year in the same manner as other District employees. Employer may, but is not obligated to, increase Employee's salary as deemed appropriate by Employer's Board of Directors in the exercise of its sole discretion upon completion of its annual review of Employee's job performance.
- (b) <u>Employee's Personal Vehicle Usage.</u> Employer will pay the costs for the fuel utilized by Employee for District purposes during the Employment Term. Employee will be reimbursed at the standard IRS mileage rate less fuel expenses. Employee shall maintain auto insurance and shall name Employer as an additional insured.

Page 2 of 9 15

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

Page 3 of 9 16

4. <u>Termination of Employment.</u>

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

Page 4 of 9 17

Agreement shall cease.

- (e) By Employee Not for Cause. At any time, Employee may terminate his employment for any reason, with or without cause, by providing Employer thirty (30) days advance written notice. Employer shall have the option in its complete discretion to make Employee's termination effective at any time prior to the end of such notice period, provided Employer pays Employee all compensation due and owing through the last day actually worked, plus an amount equal to the base salary Employee would have earned through the balance of the notice period, not to exceed thirty (30) days; thereafter, all of Employer's obligations under this Agreement shall cease.
- (f) By Employee for Good Reason. At any time, Employee may terminate his employment for good reason (as defined below) by giving (30) days advance written notice to Employer. "Good Reason" shall be any material breach of this Agreement by Employer that remains uncured at the end of the above notice period. Employer shall have the option in its complete discretion to make Employee's termination effective at any time prior to the end of the above notice period, provided Employer pays Employee all compensation due and owing through the last day actually worked and through the balance of the notice period [not to exceed thirty (30) days]. In the event that good reason is found to exist pursuant to Section 6 of this Agreement, the maximum amount that Employer shall be liable to Employee therefor shall be a monetary sum equal to Employee's base salary prorated over the remaining balance of the unexpired Employment Term, or over a period of twelve (12) months, whichever is less, which shall be in lieu of any damages under this Agreement for any alleged breach. Thereafter, all of Employer's obligations under this Agreement shall cease.
- (g) <u>Termination Obligations.</u> Employee agrees that all property, including without limitation all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by Employee incident to his employment belongs to Employer and shall be returned promptly to Employer upon termination of Employee's employment. Employee's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.
- 5. Proprietary Information. "Proprietary Information" is all information and any idea pertaining in any manner to the business of Employer (or any Affiliate), its employees, agents, contractors, or consultants, which was produced by any employee of Employer in the course of his or her employment or otherwise produced or acquired by or on behalf of Employer. Proprietary Information shall include without limitation, trade secrets, protocol ideas, inventions, processes, formulas, data, know-how, software and other computer programs, copyrightable material, plans, strategies, customer lists and information, financial reports, and the contents of documents protected from disclosure under the California Public Records Act, Government Code Section 6250 et seq., or other

Page 5 of 9 18

provisions of applicable law. All Proprietary Information not generally known outside of Employer's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by Employer, Employee shall use Proprietary Information and shall disclose Confidential Information only for the benefit of Employer and as is necessary to perform his job responsibilities under this Agreement. Following any termination of employment, Employee shall not use any Proprietary Information and shall not disclose any Confidential Information except with the express written consent of Employer. By way of illustration and not in limitation of the forgoing, following termination, Employee shall not use any Confidential Information to solicit Employer's customers or to compete against Employer. Employee's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

6. <u>Arbitration.</u>

- (a) Arbitrable Claims. All disputes between Employee (his attorneys, successors, and assigns) and Employer (its Affiliates, shareholders, directors, officers, employees, agents, successors, attorneys, and assigns) of any kind whatsoever, including without limitation all disputes relating in any manner to the employment or termination of employee and all disputes arising under this Agreement ("Arbitrable Claims"), shall be resolved by arbitration. All persons and entities specified in the preceding sentence (other than Employer and Employee) shall be considered third-party beneficiaries of the rights and obligations created by this Section. Arbitrable Claims shall include but are not limited to contract (express or implied) and tort claims of all kinds, as well as all claims based on any federal, state, or local law, statute, or regulation, excepting only claims under applicable worker's compensation law and unemployment insurance claims. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all Arbitrable Claims, except that the Employer may at its option seek injunctive relief and damages in court of any breach of Section 5 of this Agreement. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS.
- (b) Procedure. Arbitration of Arbitrable Claims shall be in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association ("AAA Employment Rules") except as provided otherwise in this Agreement. In any arbitration, the burden of proof shall be allocated as provided by applicable law. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. Otherwise, neither party shall initiate or prosecute any lawsuit or administrative action in any way related to any Arbitrable Claim. All arbitration hearings under this Agreement shall be conducted in San Bernardino County, California. The Federal Arbitration Act shall govern the interpretation and enforcement of this Section 6. The fees of the arbitrator shall be split between both parties equally.

Page 6 of 9 19

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

Employer's Notice Address:

Board of Directors Phelan Pinon Hills Community Services District 4176 Warbler Road P.O. Box 294049 Phelan, CA 92329-4049

FAX Phone No.: (760) 868-2323

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

Page 7 of 9 20

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

[Signatures on following page]

Page 8 of 9 21

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

	<u>EMPLOYER</u>
	By:
ATTEST:	
By:Secretary Phelan Pinon Hills CSD	_
	<u>EMPLOYEE</u>
	By: Donald J. Bartz

Page 9 of 9 22



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

W. www.pphcsd.org

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

REGULAR BOARD MEETING MINUTES

September 21, 2022 Phelan Community Center 4128 Warbler Road, Phelan, CA 92371 & Remotely Via Zoom or Conference Call

Board Members Present: Rebecca Kujawa, President

Deborah Philips, Vice President

Kathy Hoffman, Director Mark Roberts, Director

Board Members Absent: None

Staff Present: Don Bartz, General Manager

Kim Sevy, HR & Solid Waste Manager/District Clerk

George Cardenas, Engineering Manager Sean Wright, Water Operations Manager

Chris Cummings, Assistant Water Operations Manager

Jennifer Oakes, Executive Management Analyst

District Counsel: Steve Kennedy, General Counsel (Zoom)

REGULAR BOARD MEETING - 6:00 P.M.

Call to Order

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

Roll Call

All Directors were present at roll call.

1) Approval of Agenda

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

2) Public Comment

a) General Public

Public comment was given by:

Peter Barnes

NOTE: Written comments submitted prior to or during the meeting are added to the minutes.

b) Community Reports

• Congress – Hayden Bartz

3) Consent Items

Staff requested to remove Item 3a which will be brought back to the next meeting. Vice President Philips moved to approve the remaining Consent Items. Director Roberts seconded the motion. Motion carried 4-0.

4) Matters Removed from Consent Items

Item 3a will be brought back to the next meeting.

5) Presentations/Appointments

None

6) Continued/New Agenda Items

a) **Discussion & Possible Action Regarding Addition of New Position for Solid Waste**Staff Recommendation: For the Board to authorize the addition of a fulltime position for solid waste.

Ms. Sevy introduced this item.

No action taken. This item will be brought back to the next meeting.

b) Discussion & Possible Approval to Enter into a Professional Services Agreement with KTUA for 65% Design Work for the Phelan Community Park Expansion Staff Recommendation: For the Board to approve the PSA with KTUA for the amount not to exceed \$464,905.

Mr. Cardenas introduced this item.

Sophie Steeno with Steeno Design Studio, Inc. was in attendance and presented on this item.

Mike Singleton and Matt Wilkins with KTUA were in attendance and presented on this item.

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

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

Nothing further to report.

7) Committee Reports/Comments

- a) **Engineering Committee (Standing)** Met last week. Well drilling is scheduled to begin in October. Discussed pressure zone 6, recharge basin, and battery storage for well sites.
- b) Finance Committee (Standing) Meets in October.

- c) **Legislative Committee (Standing)** Meets in November.
- d) Parks, Recreation & Street Lighting Committee (Standing) Meets in October.
- e) **Waste & Recycling Committee (Standing)** Met last week. Trash has over 5,000 customers now. Continuing to work on details of de minimis.

8) Staff and General Manager's Report

Nothing further to report.

9) Reports

a) Director's Report

Philips – Attended the ASBCSD meeting where there was a presentation on marketing. **Hoffman** – Attended the ASBCSD meeting.

Roberts – Asked about the Senior Lunch Program.

- b) President's Report Attended the ASBCSD meeting.
- 10) Correspondence/Information The items in the packet were noted.
- 11) Review of Action Items
 - a) Prior Meeting Action Items Complete (Register Mark for ACWA)
 - b) Current Meeting Action Items -
 - Additional information requested for SW position.
 - Bring back Item 3a.

12) Set Agenda for Next Meeting

• Regular Board Meeting – October 5, 2022

13) Adjournment

With no further business before the Board, the meeting was adjourned at 7:10 p.m.

Agenda materials can be viewed online at <u>www.pp</u> i	ncsd.org	
Rebecca Kujawa, President of the Board	 Date	
Kim Sevy, HR Manager/Executive Secretary	 Date	

Please read this comment into the record during Public Comment:

This comment addresses the Minutes for the previous meeting under Agenda Item 3A: The Minutes paraphrase my comments and, by doing so, omit the point I was making regarding the CSD's Out of District Service Policy and my point regarding the need to address the needed wells and water rights when receiving such requests.

It would be more accurate to state: "MS Rhoden urged the Board to vote no on the request; asked if a project could be denied after the approval of the "Will Serve Letter"; suggested the Board may want to review its Out of District policy in light of Sheep Creek Water's decision to end consolidation discussions; complimented Mr. Bartz on his efforts to negotiate an outstanding proposal; and pointed out that the District should expect more such requests and cannot approve them without the needed wells and water rights as outlined in the Technical Analysis of Water Rights."

I respectfully request that the Minutes be corrected to reflect the above and that this letter be included in the record of this meeting.

The Board may also want to consider the Minutes reflecting the comments by Director Roberts. Director Roberts shared the history of the Out of District Policy which was to establish a reciprocal policy between the CSD and Sheep Creek Water when the water lines of one agency were closer to a property that lies in the other district and pointed out that the request from Mr. Howard did not meet the current Out of District Policy.

Thank you for your consideration. Sincerely, Cheryl D. Rhoden

Agenda Item 3b

Acceptance of Board Stipends/Reimbursements

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

	_	BOARD STIFE	-11D & LA	LITUL VO	COLIEN	,,, <u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>						
2022	AB1234 Compliant											
	*MAXIMUM PAID @ \$120 PER MEETING DAY AND LIMITED TO 10 MEETINGS PER MONT									Report of	items paid	for with
Name: Kathy	Kathy Hoffman Date: July 1, 2022									District	Credit Ca	rd***
		Reimbursed @ 0.58	5			RE	IMBURSEN	MENT REQU	ESTED	CREDIT CARD EXPENSES		
Date of mtg. or event	A	Expense Description / Business Purpose		*Meeting (\$120 or N/C)	Miles	Mileage**	Meals	Lodging	Other	Meals	Lodging	Other
07/06/22		Board Meeting		120.00	n/c	#VALUE!						
07/12/22		Parks Meeting		120.00	n/c	#VALUE!						
07/20/22		Board Meeting		120.00	n/c	#VALUE!						
						-						
						-						
						-						
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						-						
						-						
						-						
		Totals		360.00		#VALUE!	-	-	-	-		
A: Board Approv	ed?	(section 2.4)			Totals:				Date			
			Acct #	360		Meetings	360.00	Payroll				
		es listed above are related to my authorized travel according		0		Mileage	#######	Board Mtg				
to the Phelan Pi	ñon	Hills Community Services District Policies.				Meals				Meals		
						Lodging				Lodging		
Board n	nen	nber's signature below		Ot		Other -				Other	- - -	
				G	rand Tot	al		360.00				
		Kathy Hoffman							•			
Signature		, ,,										

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

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

Phelan Piñon Hills Community Services District

BOARD STIPEND & EXPENSE VOUCHER/REPORT

2022		BOARD OTH L					•	AB12	34 Compliant				
*MAXIMUM PAID @ \$120 PER MEETING DAY AND LIMITED TO 10 MEETINGS PER MONTH Name: Kathy Hoffman Date: August, 2022									R MONTH	Report of items paid for with District Credit Card***			
Name: Natriy	пС	Reimbursed @ 0.58			Date:			ENT DEAL	FOTED		CARD EXI		
	_)	*Meeting			IBURSEN	IENT REQU	ESTED	CKEDII		PENSES	
Date of mtg. or event	_	Expense Description / Business Purpose		(\$120 or N/C)	Miles	Mileage**	Meals	Lodging	Other	Meals	Lodging	Other	
08/03/22		Board meeting		120.00	0.00	-							
08/10/22	_	Engineering Meeting		120.00	0.00	-							
08/11/22		Legislative meeting		120.00	0.00	-							
						-							
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		Totals	•	360.00	-	-	-	-	-	-	-	-	
A: Board Approv	/ed	? (section 2.4)			Totals:				Date	ļ			
			Acct #	360		Meetings	360.00	Payroll					
		ses listed above are related to my authorized travel			_ Mileage		Board Mtg		. .				
according to the Phelan Piñon Hills Community Services District Policies. Board member's signature below					Meals				Meals				
					_ Lodging Other				Lodging				
							<u>. </u>		Other	-			
				G	rand Tot	aı		360.00			-		
		Kathy Hoffman											
Signature													

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

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

Phelan Piñon Hills Community Services District

BOARD STIPEND & EXPENSE VOUCHER/REPORT

		BOARD STIPE	ND & EX	PENSE V	JUCHE	R/REPUR						
2022								AB123	34 Compliant			
		* / /	AXIMUM PAIL	D @ \$120 PER N	IEETING DA	AY AND LIMITE	ED TO 10 M	IEETINGS PE	R MONTH	Report of	items naid	l for with
lame: Debora	h	Philips			Date:	September 1	1, 2022				Credit Ca	
		Reimbursed @ 0.62	5			-		ENT REQUE	STED		CARD EXP	
ate of mtg. or event	A	Expense Description / Business Purpose		*Meeting (\$120 or N/C)	Miles	Mileage**	Meals	Lodging	Other	Meals	Lodging	Other
09/07/22		Board Meeting		120.00	10.00	6.25						
09/15/22		Solid Waste Recycling Committee		120.00	10.00	6.25						
09/19/22		ASBCSD		120.00	48.00	30.00						
09/21/22		Board Meeting		120.00	10.00	6.25						
09/22/22		Meeting with GM (parks, solid waste)		120.00	13.00	8.13						
						-						
						-						
						-						
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		Totals		600.00	91.00	56.88	-	-	-	-	-	
: Board Approv	ed	? (section 2.4)			Totals:				Date			
			Acct #			Meetings	600.00	Payroll				
I certify the exp	en	ses listed above are related to my authorized travel				Mileage	56.88	Board Mtg				
according to th	e P	Phelan Piñon Hills Community Services District Policies.				Meals	-			Meals	-	
				Lodging	-			Lodging	-			
Board member's signature below					Other	-			Other	-		
			Grand Total			656.88				-		
						:						
		Deborah Philips										
Signature		·										
		cally calculated based on the number of miles entered	****	ard receipts n	41.4		ee: .	41-1 04 1	6.41			D:-4-:-4

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

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

Agenda Item 3c

Adoption of Resolution No. 2022-28; Authorizing Remote Teleconference Meetings for the Period of October 8, 2022, to November 7, 2022

RESOLUTION NO. 2022-28

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM, DECLARING THAT LOCAL EMERGENCY CONDITIONS PERSIST, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE BOARD OF DIRECTORS AND ITS STANDING COMMITTEES FOR THE PERIOD OCTOBER 8, 2022, TO NOVEMBER 7, 2022, PURSUANT TO BROWN ACT PROVISIONS

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

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

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

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

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

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

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

WHEREAS, the Board previously adopted Resolution No. 2022-27 on September 7, 2022, finding that the requisite conditions exist for the Board and its standing committees to conduct remote teleconference meetings without compliance with Government Code Section 54953(b)(3); and

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. <u>Effective Date of Resolution</u>. This Resolution shall take effect on October 8, 2022, and shall be effective until the earlier of (i) the expiration of thirty (30) days from the date thereof, or (ii) such time as the Board adopts a subsequent resolution in accordance with Government Code Section 54953(e)(3) to extend the time during which the Board and standing committees of the District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of Government Code Section 54953.

PASSED AND ADOPTED by the Board of Directors of the Phelan Pinon Hills Community Services District this 5th day of October, 2022, by the following vote:

NOES: ABSENT: ABSTAIN:	
ATTEST:	President, Board of Directors
Secretary, Board of Directors	

AYES.

Agenda Item 4

Matters Removed from Consent Items

Agenda Item 5

Presentations/Appointments

Agenda Item 6a

Discussion & Possible Action Regarding Addition of New Position for Solid Waste



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

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

W. www.pphcsd.org

MEMORANDUM

DATE: October 5, 2022

TO: Board of Directors

FROM: Don Bartz, General Manager

By: Kim Ward, HR & Solid Waste Manager/District Clerk

SUBJECT: Discussion & Possible Action Regarding Addition of a Full-time Position for Solid

Waste

STAFF RECOMMENDATION

For the Board to authorize the addition of a fulltime position for solid waste.

BACKGROUND

The District is in the process of implementing services in order to comply with SB 1383 and other CalRecycle requirements. Many of the tasks have been absorbed by existing staff however, with upcoming implementation of commercial organics service in January 2023, and uniform residential service in July 2023, it is necessary to hire an additional staff member.

Some of the duties of this position will include:

- Providing customer service related to solid waste, including processing new customer forms and answering routine questions related to District solid waste and recycling programs.
- Preparing and processing self-hauler permits and de minimis applications.
- Meeting with business owners, property owners, and property managers to educate on District programs.
- Conducting site audits with CR&R staff, preparing citations, and compiling various report data
- Representing the District's Solid Waste Department at various community events.
- Attending the District's Waste & Recycling Committee meetings and other outside agency meetings pertaining to solid waste and recycling as directed.
- Ensuring District staff and locations are compliant with solid waste and recycling requirements by monitoring trash and educating District employees on proper disposal methods.
- Scheduling community and school outreach programs.

The District was waiting to hire for this position until the disposition of Sheep Creek employees was known. Due to the end of consolidation negotiations, and the need to train and educate the new employee, as well as develop programs and procedures before implementation of uniform solid waste service, it is necessary to fill this position as soon as possible.

The District budgets for 0.5 FTE (half of a position) for solid waste. This position's hours were combined with another half position where time is allocated accordingly. With the expanded services since the 0.5 FTE position was created, it is necessary to have an additional full time position to meet the needs of the District at this time and near future.

FISCAL IMPACT

Funding for this position will primarily come from solid waste. Total employment expenses are as follows:

	Minimum Rate				Maximum Rate				
	\$24.01			\$31.21					
		9 Months		1 year		9 Months	1 year		
Annual Wages	\$	37,455.60	\$	49,940.80	\$	48,687.60	\$	64,916.80	
District Taxes / Insurance	\$	4,253.82	\$	5,415.19	\$	5,292.31	\$	6,883.74	
Max District Benefits	\$	13,338.00	\$	17,784.00	\$	13,338.00	\$	17,784.00	
Total	\$	55,047.42	\$	73,139.99	\$	67,317.91	\$	89,584.54	

FYE 6/30/2022

Current FY

(as of 8/31/2022)

Actual Revenue Received	\$342,540.80
Actual Expenses	\$67,256.41
Actual Revenue Transferred to Parks	\$276,000.00
Budgeted Revenue	\$251,812.69
Budged Expenses	\$63,384.11
Budgeted Transfer to Parks	\$188,459.36

'
\$38,604.19
\$11,404.06
\$12,275.50
\$349,039.51
\$93,815.41
\$255,974.10

^{*}August franchise payment had not been received at time of report

ATTACHMENT(S)

Budget Reports Org Chart



Phelan Pinon Hills Community Services District

Revenue and Expense - Consolidated

Summary

For the Period Ending 06/30/2022

		CURRENT			YEAR TO DAT	E			
	Budget	Per	\$ (Unfav) Budget	YTD Budget	Jul - Per	\$ (Unfav) Budget	Annual Budget	%	
Operational									
Revenue									
Total 48 - Other Income	34,829.25	48,957.16	14,127.91	251,812.69	342,540.80	90,728.11	251,812.69	136.03%	36.03
Total Revenue	34,829.25	48,957.16	14,127.91	251,812.69	342,540.80	90,728.11	251,812.69	136.03%	36.03
Expense									
Total 51 - Salary & Benefits	310.68	7,880.03	-7,569.35	3,709.13	42,565.65	-38,856.52	3,709.13	1,147.59%	1,047.59
Total 52 - Board	225.70	365.85	-140.15	2,694.98	2,820.24	-125.26	2,694.98	104.65%	-4.65
Total 53 - Professional Fee	251.10	431.25	-180.15	3,000.00	6,100.00	-3,100.00	3,000.00	203.33%	-103.33
Total 54 - Service and Supplies	4,518.28	3,130.00	1,388.28	53,980.00	15,770.52	38,209.48	53,980.00	29.22%	70.78
Total Expense	5,305.76	11,807.13	-6,501.37	63,384.11	67,256.41	-3,872.30	63,384.11	106.11%	-6.11
Net Operational Income	29,523.49	37,150.03	7,626.54	188,428.58	275,284.39	86,855.81	188,428.58	146.09%	46.09
Non-Operational									
80 - Other Revenue									
Total 88 - Other	7.71	614.76	607.05	30.78	771.08	740.30	30.78	2,505.13%	2,405.13
Total 80 - Other Revenue	7.71	614.76	607.05	30.78	771.08	740.30	30.78	2,505.13%	2,405.13
Total Revenue	7.71	614.76	607.05	30.78	771.08	740.30	30.78	2,505.13%	2,405.13
90 - Other Expense									
Total 99 - Other	0.00	276,000.00	-276,000.00	0.00	276,000.00	-276,000.00	0.00	0.00%	0.00
Total 90 - Other Expense	0.00	276,000.00	-276,000.00	0.00	276,000.00	-276,000.00	0.00	0.00%	0.00
Total Expense	0.00	276,000.00	-276,000.00	0.00	276,000.00	-276,000.00	0.00	0.00%	0.00
Net Non-Operational Income	7.71	-275,385.24	-275,392.95	30.78	-275,228.92	-275,259.70	30.78	4,181.03%	4,281.03
t Income	29,531.20	-238,235.21	-267,766.41	188,459.36	55.47	-188,403.89	188,459.36	0.03%	-99.97

9/22/2022 10:08:07 AM



Phelan Pinon Hills Community Services District

Revenue and Expense - ConsolidatedDetail

For the Period Ending 06/30/2022

		CURRENT			YEAR TO DAT	E]	
	Budget	Per	\$ (Unfav) Budget	YTD Budget	Jul - Per	\$ (Unfav) Budget	Annual Budget	%	
Operational									
Operational Revenue									
48 - Other Income									
48500 - Solid Waste Income	34,829.25	48,957.16	14,127.91	251,812.69	342,540.80	90,728.11	251,812.69	136.03%	36.03%
Total 48 - Other Income	34,829.25	48,957.16	14,127.91	251,812.69	342,540.80	90,728.11	251,812.69	136.03%	36.03%
Total Operational Revenue	34,829.25	48,957.16	14,127.91	251,812.69	342,540.80	90,728.11	251,812.69	136.03%	36.03%
Operational Expense									
51 - Salary & Benefits							İ		
51110 - Salaries & Wages	247.84	6,564.63	-6,316.79	2,960.55	34,276.71	-31,316.16	2,960.55	1,157.78%	1,057.78%
51170 - Overtime	0.00	0.00	0.00	0.00	194.03	-194.03	0.00	0.00%	0.00%
51210 - Payroll Taxes	7.35	118.06	-110.71	87.43	650.01	-562.58	87.43	743.46%	-643.46%
51230 - Employee Group Insurance	40.03	706.22	-666.19	477.06	4,862.90	-4,385.84	477.06	1,019.35%	-919.35%
51240 - Retirement	15.46	491.12	-475.66	184.09	2,582.00	-2,397.91	184.09	1,402.57%	1,302.57%
Total 51 - Salary & Benefits	310.68	7,880.03	-7,569.35	3,709.13	42,565.65	-38,856.52	3,709.13	1,147.59%	1,047.59%
52 - Board							İ		
52110 - Board Director's Fee	100.44	360.00	-259.56	1,200.00	1,680.00	-480.00	1,200.00	140.00%	-40.00%
52210 - Board Exp - Auto Expense	2.57	5.85	-3.28	29.85	117.50	-87.65	29.85	393.63%	-293.63%
52240 - Board Expense - Insurance	122.69	0.00	122.69	1,465.13	1,022.74	442.39	1,465.13	69.81%	30.19%
Total 52 - Board	225.70	365.85	-140.15	2,694.98	2,820.24	-125.26	2,694.98	104.65%	-4.65%
53 - Professional Fee									
53120 - Legal Services	251.10	431.25	-180.15	3,000.00	6,100.00	-3,100.00	3,000.00	203.33%	-103.33%
Total 53 - Professional Fee	251.10	431.25	-180.15	3,000.00	6,100.00	-3,100.00	3,000.00	203.33%	-103.33%
54 - Service and Supplies									
54110 - Advertising	816.13	0.00	816.13	9,750.00	2,355.65	7,394.35	9,750.00	24.16%	75.84%
54260 - Education & Training	41.85	0.00	41.85	500.00	228.00	272.00	500.00	45.60%	54.40%
54440 - Meeting, Seminar & Supplies	25.11	0.00	25.11	300.00	58.56	241.44	300.00	19.52%	80.48%
54530 - Office Supplies	83.70	0.00	83.70	1,000.00	0.00	1,000.00	1,000.00	0.00%	100.00%
54800 - Programs (Wtr Conservation, Parks, etc)	2,840.04	3,130.00	-289.96	33,930.00	9,152.45	24,777.55	33,930.00	26.97%	73.03%
54860 - Postage & Mailing	0.00	0.00	0.00	0.00	10.56	-10.56	0.00	0.00%	0.00%

9/22/2022 10:08:07 AM Pade 2 of 3

		CURRENT			YEAR TO DAT	E]	
	Budget	Per	\$ (Unfav) Budget	YTD Budget	Jul - Per	\$ (Unfav) Budget	Annual Budget	%	
54920 - Public Relation	711.45	0.00	711.45	8,500.00	3,965.30	4,534.70	8,500.00	46.65%	53.35%
Total 54 - Service and Supplies	4,518.28	3,130.00	1,388.28	53,980.00	15,770.52	38,209.48	53,980.00	29.22%	70.78%
Total Operational Expense	5,305.76	11,807.13	-6,501.37	63,384.11	67,256.41	-3,872.30	63,384.11	106.11%	-6.11%
Net Operational Income	29,523.49	37,150.03	7,626.54	188,428.58	275,284.39	86,855.81	188,428.58	146.09%	46.09%
Non-Operational Non-Operational Revenue 80 - Other Revenue 88 - Other									
88110 - Other Income - Interest	7.71	614.76	607.05	30.78	771.08	740.30	30.78	2,505.13%	2,405.13%
Total 88 - Other	7.71	614.76	607.05	30.78	771.08	740.30	30.78	2,505.13%	2,405.13%
Total 80 - Other Revenue	7.71	614.76	607.05	30.78	771.08	740.30	30.78	2,505.13%	2,405.13%
Total Non-Operational Revenue	7.71	614.76	607.05	30.78	771.08	740.30	30.78	2,505.13%	2,405.13%
Non-Operational Expense 90 - Other Expense 99 - Other									
99030 - Transfer In/Out Government	0.00	276,000.00	-276,000.00	0.00	276,000.00	-276,000.00	0.00	0.00%	0.00%
Total 99 - Other	0.00	276,000.00	-276,000.00	0.00	276,000.00	-276,000.00	0.00	0.00%	0.00%
Total 90 - Other Expense	0.00	-276,000.00	-276,000.00	0.00	-276,000.00	-276,000.00	0.00	0.00%	0.00%
Total Non-Operational Expense	0.00	276,000.00	-276,000.00	0.00	276,000.00	-276,000.00	0.00	0.00%	0.00%
Net Non-Operational Income	7.71	-275,385.24	-275,392.95	30.78	-275,228.92	-275,259.70	30.78	4,181.03%	4,281.03%
Net Income	29,531.20	-238,235.21	-267,766.41	188,459.36	55.47	-188,403.89	188,459.36	0.03%	-99.97%

9/22/2022 10:08:07 AM



Phelan Pinon Hills Community Services District

Revenue and Expense - Consolidated

Summary

For the Period Ending 08/31/2022

		CURRENT			YEAR TO DATI	E			
	Budget	Per	\$ (Unfav) Budget	YTD Budget	Jul - Per	\$ (Unfav) Budget	Annual Budget	%	
Operational									
Revenue									
Total 48 - Other Income	29,086.62	38,604.19	9,517.57	58,173.24	38,604.19	-19,569.05	349,039.51	11.06%	-5.61%
Total Revenue	29,086.62	38,604.19	9,517.57	58,173.24	38,604.19	-19,569.05	349,039.51	11.06%	-5.61%
Expense									
Total 51 - Salary & Benefits	2,027.12	3,945.49	-1,918.37	4,054.24	8,437.39	-4,383.15	24,335.41	34.67%	-18.01%
Total 52 - Board	224.91	451.71	-226.80	449.82	1,164.98	-715.16	2,700.00	43.15%	-26.49%
Total 53 - Professional Fee	124.95	0.00	124.95	249.90	187.50	62.40	1,500.00	12.50%	4.16%
Total 54 - Service and Supplies	5,437.81	597.19	4,840.62	10,875.62	1,614.19	9,261.43	65,280.00	2.47%	14.19%
Total Expense	7,814.79	4,994.39	2,820.40	15,629.58	11,404.06	4,225.52	93,815.41	12.16%	4.50%
Net Operational Income	21,271.83	33,609.80	12,337.97	42,543.66	27,200.13	-15,343.53	255,224.10	10.66%	-6.01%
Non-Operational									
80 - Other Revenue									
Total 88 - Other	62.47	0.00	-62.47	124.94	0.00	-124.94	750.00	0.00%	-16.66%
Total 80 - Other Revenue	62.47	0.00	-62.47	124.94	0.00	-124.94	750.00	0.00%	-16.66%
Total Revenue	62.47	0.00	-62.47	124.94	0.00	-124.94	750.00	0.00%	-16.66%
Net Non-Operational Income	62.47	0.00	-62.47	124.94	0.00	-124.94	750.00	0.00%	-16.66%
Net Income	21,334.30	33,609.80	12,275.50	42,668.60	27,200.13	-15,468.47	255,974.10	10.63%	-6.04%

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Phelan Pinon Hills Community Services District

Revenue and Expense - ConsolidatedDetail

For the Period Ending 08/31/2022

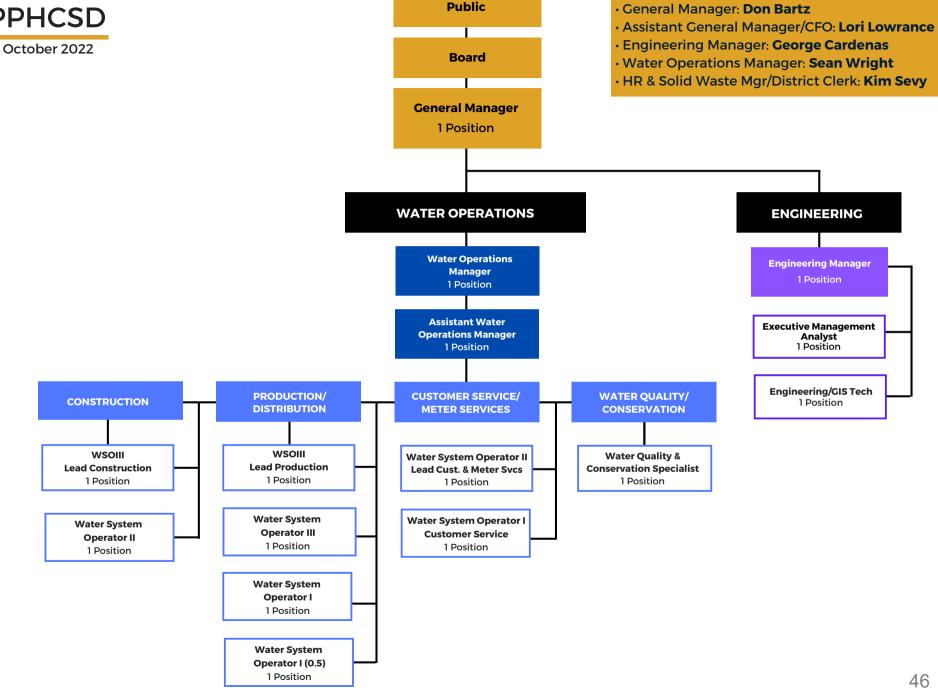
		CURRENT			YEAR TO DAT	E			
	Budget	Per	\$ (Unfav) Budget	YTD Budget	Jul - Per	\$ (Unfav) Budget	Annual Budget	%	
Operational									
Operational Revenue									
48 - Other Income									
48500 - Solid Waste Income	29,086.62	38,604.19	9,517.57	58,173.24	38,604.19	-19,569.05	349,039.51	11.06%	-5.61%
Total 48 - Other Income	29,086.62	38,604.19	9,517.57	58,173.24	38,604.19	-19,569.05	349,039.51	11.06%	-5.61%
Total Operational Revenue	29,086.62	38,604.19	9,517.57	58,173.24	38,604.19	-19,569.05	349,039.51	11.06%	-5.61%
Operational Expense									
51 - Salary & Benefits									
51110 - Salaries & Wages	1,621.61	3,211.38	-1,589.77	3,243.22	6,601.17	-3,357.95	19,467.20	33.91%	-17.25%
51170 - Overtime	17.21	0.00	17.21	34.42	0.00	34.42	206.63	0.00%	16.66%
51210 - Payroll Taxes	40.50	62.61	-22.11	81.00	127.80	-46.80	486.25	26.28%	-9.62%
51230 - Employee Group Insurance	233.46	435.54	-202.08	466.92	1,220.63	-753.71	2,802.67	43.55%	-26.89%
51240 - Retirement	114.34	235.96	-121.62	228.68	487.79	-259.11	1,372.66	35.54%	-18.88%
Total 51 - Salary & Benefits	2,027.12	3,945.49	-1,918.37	4,054.24	8,437.39	-4,383.15	24,335.41	34.67%	-18.01%
52 - Board									
52110 - Board Director's Fee	124.95	240.00	-115.05	249.90	480.00	-230.10	1,500.00	32.00%	-15.34%
52210 - Board Exp - Auto Expense	16.66	0.00	16.66	33.32	11.56	21.76	200.00	5.78%	10.88%
52240 - Board Expense - Insurance	83.30	211.71	-128.41	166.60	673.42	-506.82	1,000.00	67.34%	-50.68%
Total 52 - Board	224.91	451.71	-226.80	449.82	1,164.98	-715.16	2,700.00	43.15%	-26.49%
53 - Professional Fee									
53120 - Legal Services	124.95	0.00	124.95	249.90	187.50	62.40	1,500.00	12.50%	4.16%
Total 53 - Professional Fee	124.95	0.00	124.95	249.90	187.50	62.40	1,500.00	12.50%	4.16%
54 - Service and Supplies									
54110 - Advertising	1,378.61	0.00	1,378.61	2,757.22	0.00	2,757.22	16,550.00	0.00%	16.66%
54260 - Education & Training	41.65	0.00	41.65	83.30	0.00	83.30	500.00	0.00%	16.66%
54440 - Meeting, Seminar & Supplies	24.99	0.00	24.99	49.98	0.00	49.98	300.00	0.00%	16.66%
54530 - Office Supplies	83.30	0.00	83.30	166.60	0.00	166.60	1,000.00	0.00%	16.66%
54800 - Programs (Wtr Conservation, Parks, etc)	3,492.76	597.19	2,895.57	6,985.52	947.19	6,038.33	41,930.00	2.26%	14.40%

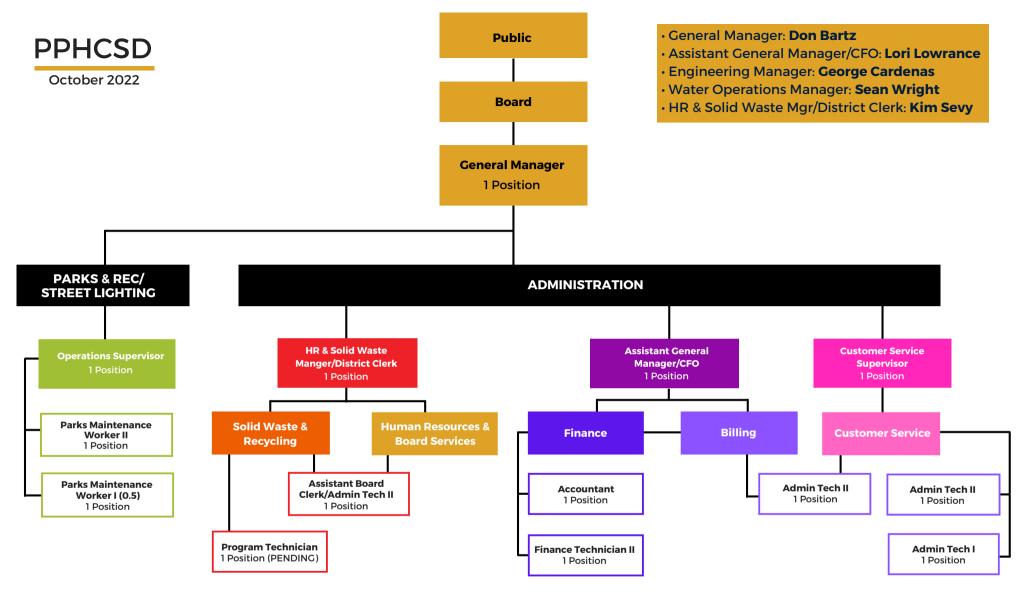
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	CURRENT			YEAR TO DAT	E				
	Budget	Per	\$ (Unfav) Budget	YTD Budget	Jul - Per	\$ (Unfav) Budget	Annual Budget	%	
54920 - Public Relation	416.50	0.00	416.50	833.00	667.00	166.00	5,000.00	13.34%	3.32%
Total 54 - Service and Supplies	5,437.81	597.19	4,840.62	10,875.62	1,614.19	9,261.43	65,280.00	2.47%	14.19%
Total Operational Expense	7,814.79	4,994.39	2,820.40	15,629.58	11,404.06	4,225.52	93,815.41	12.16%	4.50%
Net Operational Income	21,271.83	33,609.80	12,337.97	42,543.66	27,200.13	-15,343.53	255,224.10	10.66%	-6.01%
Non-Operational Non-Operational Revenue 80 - Other Revenue 88 - Other									
88110 - Other Income - Interest	62.47	0.00	-62.47	124.94	0.00	-124.94	750.00	0.00%	-16.66%
Total 88 - Other	62.47	0.00	-62.47	124.94	0.00	-124.94	750.00	0.00%	-16.66%
Total 80 - Other Revenue	62.47	0.00	-62.47	124.94	0.00	-124.94	750.00	0.00%	-16.66%
Total Non-Operational Revenue	62.47	0.00	-62.47	124.94	0.00	-124.94	750.00	0.00%	-16.66%
Net Non-Operational Income	62.47	0.00	-62.47	124.94	0.00	-124.94	750.00	0.00%	-16.66%
Net Income	21,334.30	33,609.80	12,275.50	42,668.60	27,200.13	-15,468.47	255,974.10	10.63%	-6.04%

9/22/2022 9:46:30 AM







Agenda Item 6b

Discussion & Possible Action
Regarding Outfitting & Equipping
of Mountain Well



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

W. www.pphcsd.org

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

MEMORANDUM

DATE: October 5, 2022

TO: Board of Directors

FROM: Don Bartz, General Manager

By: Sean Wright, Water Operations Manager

SUBJECT: Discussion & Possible Action Regarding Outfitting & Equipping of Mountain Well

STAFF RECOMMENDATION

Staff recommends the Board approve the attached quote to furnish and install equipment to bring Mountain Well into active production status.

BACKGROUND

The District test pumped and developed Mountain Well in September of 2018, establishing a baseline production of the well at +/- 100 gallons per minute with excellent water quality. Surrounding wells 2A & 1B currently produce less than 100 gallons per minute. Equipping Mountain Well will provide further production capabilities and redundancy to pressure zones 9 & 10 G.

\$115,000 is budgeted for the fiscal year 2022/23 for the rehabilitation of Well 1B. Both Mountain Well and Well 1B would feed pressure zones 9 & 10 G thus providing further back-up should either well require maintenance in the future. This work will be completed under the District's existing agreement with General Pump.

FISCAL IMPACT

Budgeted: \$115,000

Well Equipping: \$55,197.00

Required soul plate and pedestal construction: \$14,658.62

Total: \$69,855.62

ATTACHMENT(S)

General Pump Quotation for Mountain Well equipping
General Pump Quotation for Pump Pedestal Modifications
Goulds Water Technology 6" 50L Submersible Pump Technical Brochure



159 N. ACACIA STREET * SAN DIMAS, CA 91773 PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215 www.genpump.com

WELL & PUMP SERVICE SINCE 1952

Serving Southern California and Central Coast

Lic. #496765

September 26, 2022

Via Email

Phelan Piñon Hills CSD 4176 Warbler Road Phelan, California, 92371 Attn: Sean Wright

Subject: Mountain Well - Furnish and Install Submersible Pump Equipment

General Pump Company is pleased to provide our quote to furnish and install a new submersible pump assembly at the above referenced well site. Based on test pump data from 2018, an acceptable yield from this well will be between 30-60 GPM with a pump setting of ~450' BGS. For design purposes, system pressure requirements have been estimated at 100 psi. Since the anticipated pumping water level de-waters close to 50% of perforations, GPC cannot guarantee any specific life expectancy or reliability of the pump equipment and/or the well. The well diameter will not allow for a cooling shroud, so we have upsized the motor to run cooler during operation.

The quote does not include any labor or materials for discharge pipeline fabrication, or panel/electrical work to accommodate the new submersible pump equipment. This additional work will be quoted separately, if needed. GPC's work will end at the discharge head and electrical junction box. Below is our scope of work and associated costs.

Note: All labor rates per the Annual Service Agreement contract. Labor hours are estimated.

<u>Cost</u>

Shop Labor

- Receive and inspect new materials, quality assurance
- Install cable guard and suction screens on pump end
- Assemble pump and motor
- Splice power cable to motor leads
- Pressure wash new column, clean threads and couplings, & prep for install
- Fabricate new surface plate
- Paint surface plate and prep for install
- Mount water level gage bracket and compression fittings
- Load out pump equipment for install
- Prep rig and tooling for pump install

Est. 65 Hrs. @ \$95/Hr \$ 6,175.00



Materials

- 20HP 2-Pole Submersible motor
- Submersible pump end rated for 50 GPM @ 660' TDH
- Submersible power cable
- 4 Wire splice kit
- 3" Submersible column pipe (T&C)
- Check valve (Qty-1)
- 3" x 4" reducer
- 4" 150# Fabricated surface plate materials
- 1/4" Dekron stainless steel airline, pressure gauge, mounting bracket, and fittings
- 316SS Bandit, SS bandit clamps and cable pads
- 4" 150# Nut, bolt and full-face gasket kit
- J-box electrical connection kit "Large"
- Chlorination chemistry
- Misc. consumables, assembly lube, solvents, paint, permatex sealant, bolting
- Estimated inbound freight
- Sales Tax @ 7.75%

Lump Sum \$ 36,502.00

Outside Service / Rental Equipment

• Video survey with side scan and report (*Optional*)

\$ 1,200.00

Field Labor

Install

- Mobilize to site. Set up Rig.
- Verify lock out / Tag out electrical.
- Chlorinate well via chlor chamber w/ granular chlorine
- Install new submersible pump equipment.
- Secure site and prep for future startup.
- Demobilize.

Pump Rig - 30 Ton (\$135/Hr.), Service Truck (\$20/Hr.) Rig Operator (\$90/Hr.), Pump Mechanic – Field (\$90/Hr.), and Additional Pump Mechanic – Field (\$90/Hr.) – Total = **\$425/Hr**.

Est. 24 Hrs. @ \$425/Hr.

\$ 10,200.00



<u>Field Labor</u> – (Con't.)

Startup

- Mobilize to site
- Verify lock out / Tag out electrical.
- Wire motor, check rotation, perform startup.
- Collect operational data and demobilize.

Service Truck (\$20/Hr.) & Electrician – Field (\$120/Hr.) Total = \$140/Hr.

Est. 8 Hrs. @ \$140/Hr.

\$ 1,120.00

Estimated Labor & Materials \$55,197.00

Should you have any questions or need additional information regarding the above summary and associated cost, please do not hesitate to contact us. Thank you.

GENERAL PUMP COMPANY, INC.

Michael Garcia

Michael Garcia Project Manager / Project Engineer



159 N. ACACIA STREET * SAN DIMAS, CA 91773 PHONE: (909) 599-9606 * FAX: (909) 599-6238

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Lic. #496765

September 26, 2022

Via Email

Phelan Piñon Hills CSD 4176 Warbler Road Phelan, California, 92371 Attn: Sean Wright

Subject: Mountain Well - Pump Pedestal Modifications

General Pump Company is pleased to provide our quote to construct a new pump pedestal at the above referenced site. The new pedestal will be formed and poured around the extended casing and sole plate. The district will be responsible for all pipeline and electrical modifications needed to accommodate the new pump pedestal. GPC can assist with these modifications on a time and materials basis, if needed. Below is a summary of the scope of work and costs associated with this quote.

Note: All labor rates per the Annual Service Agreement contract.

Cost

Shop Labor

- Receive and inspect materials, quality assurance
- Prep materials, tooling, and fabrication truck for casing extension and sole plate installation

5 Hrs. @ \$95/Hr. \$ 475.00

Materials

•	Square sole plate, carbon steel	\$ 1,800.00	
•	Materials for casing extension	550.00	
•	Materials for sounding tube & vent tube extensions	225.00	
•	Misc. pipeline fabrication consumables	125.00	
•	Shipping & Handling	95.00	
•	Sales tax @ 7.75%	216.62	\$ 3,011.62



Field Labor

Casing & Tube Extension / Sole Plate Install

- Mobilize to site.
- Extend casing to 24" above grade
- Level and install sole plate
- Extend casing vent and sounding tubes, as needed
- Prep site for pump pedestal construction
- Demobilize.

Welding Truck (\$30/Hr.) and Welder Field (\$95/Hr.) Total = \$125/Hr.

Est 16 Hrs. @ \$125/Hr.

\$ 2,000.00

Outside Service

• Construct concrete pedestal around existing well casing. (Includes all labor and materials to remove existing pad, excavate, compact, form, and pour new 4'Lx4'Wx2'H pedestal)

Lump Sum \$ 9,175.00

Total Labor & Materials \$ 14,658.62

Should you have any questions or need additional information regarding the above summary and associated cost, please do not hesitate to contact us. Thank you.

GENERAL PUMP COMPANY, INC.

Michael Garcia

Michael Garcia Project Manager / Project Engineer



50L, 65L, 95L, 120L, 160L, 250L, 320L

6" Stainless Steel Submersible Pumps

60 HZ HIGH CAPACITY - FOR 6" AND LARGER WELLS



Goulds Water Technology

Residential Water Systems

FEATURES

Powered for Continuous Operation: All ratings are within the working limits of the motor. Pump can be operated continuously.

New Design Features: Cast 304 SS discharge head and motor adapter.

Field Serviceable: Easy to install and service. All parts easily dismantled if field service is ever necessary.

Diverse Application: Designed for commercial, municipal and agricultural water needs.

Stainless Steel Construction: Durable in most waters.

Bearings: Replaceable, silicon carbide bearings allow excellent abrasives handling and wear resistance.

Built-in Check Valve: Positive sealing, stainless steel check valve assembly incorporated into discharge head.

Impellers: New stainless steel impeller design provides improved efficiency.

Maximum Temperature: 140°F (60°C) for pump.

Four-Fluted Shaft Design: Four sided stainless steel shaft eliminates impeller keys and provides positive drive.

Coupling: Removable heavy duty stainless steel, splined coupling for maximum load-carrying capability.

Suction Strainer: Stainless steel strainer restricts gravel and other debris from entering the pump.

Cable Guard: Stainless steel cable guard surrounds and protects motor leads.

Fasteners: All fasteners are stainless steel.

CentriPro Motors: Designed to NEMA standards. Stainless steel casing resists corrosion. Water filled design provides a constant supply of lubrication. Hermetically sealed stator assures moisture free windings. Durable Kingsbury type thrust bearing absorbs all thrust. Replaceable motor lead assembly.

Certified to NSF/ANSI 61, Annex G.

SPECIFICATIONS

Model	Horsepower Range	Discharge Connection	Recommended GPM Operating Range	GPM at Best Efficiency	Minimum* Well Size	Rotation at Discharge End
50L	3 - 20		17 - 70	50		
65L	3 - 40		20 - 90	65	6" / 8" *	
95L	5 - 40	3" NPT	25 - 130	90	0 / 0 "	
120L	5 - 50	3 INFI	40 - 170	120		CCW
160L	3 - 60		50 - 240	160		
250L	7.5 - 60		70 - 300	250	6"	
320L	7.5 - 60	4" NPT	100 - 400	320		

^{*} Minimum well size refers only to dimensional fit in a well, the specifier or installer must determine the minimum required well diameter that will insure an adequate supply of water to the pump and also properly cool the motor. See Water End Data Chart for specific diameter by model number.

AGENCY LISTINGS



NSF/ANSI 372 - Drinking Water System Components - Lead Content

CLASS 6853 01 - Low Lead Content Certification Program - - Plumbing Products



Pump/Water End - Drinking Water System Components - Certified to NSF/ANSI 61, Annex G

"L" SERIES MATERIALS OF CONSTRUCTION

Ref. No.	Part Name	Material	Material Code
1	Discharge Head	Stainless steel	ASTM CF-8 (AISI 304 cast)
2	Check Valve Support	Stainless steel	ASTM CF-8 (AISI 304 cast)
3	Check Valve	Stainless steel	AISI 304 SS
4	Elastomers	Ethylene propylene	EPDM
5	Bolts and Screws	Stainless steel	AISI 304 SS
6	Shaft Sleeve and Bushing	Tungsten carbide	-
7	Thrust Bearing	PTFE+Graphite	_
8	Impeller	Stainless steel	AISI 304 SS
9	Diffuser	Stainless steel	AISI 304 SS
10	Spacer	Stainless steel	AISI 431 SS
11	Tie Rod	Stainless steel	AISI 304 SS
12	Cable Guard	Stainless steel	AISI 304 SS
13	Wear Rings	Technopolymer PPO	Engineered polymer
14	Strainer	Stainless steel	AISI 304 SS
15	Shaft	Stainless steel	AISI 431 SS
16	Shaft Coupling	Stainless steel	AISI 431 SS
17	Motor Adapter	Stainless steel	ASTM CF-8 (AISI 304 cast)

SYSTEM COMPONENTS

■ Pump/Water End:

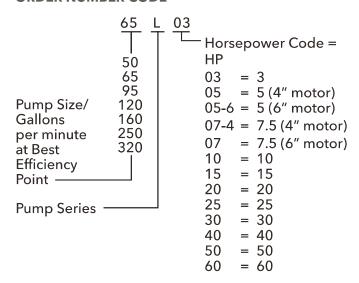
- 50L-250L with 3" NPT discharge.
- 320L with 4" NPT discharge.
- 3 HP Water Ends Have 4" Motor Adapters
- 5 & 7.5 HP Water Ends Have Either a 4" or 6" Motor Adapter (see Water End Data chart)
- 10 HP and Larger Water Ends Have 6" Motor Adapters

■ Motor:

- 4" motor required for 3 HP and 5 HP pumps.
- 4" or 6" motors can be used for 7.5 HP pumps.
- 6" motor required for 10 HP and larger pumps.
- Control Box: Required for all single phase motors.
- Magnetic Starter: A magnetic starter with Class 10 overloads is required for all three phase units.

WATER ENDS AND MOTORS MUST BE ORDERED SEPARATELY AND ARE PACKAGED SEPARATELY.

ORDER NUMBER CODE

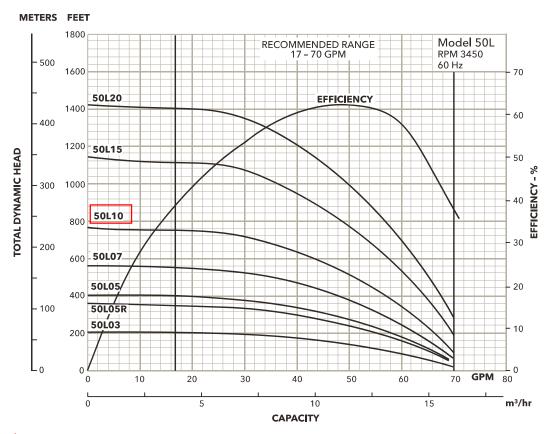


WATER END (PUMP) DATA

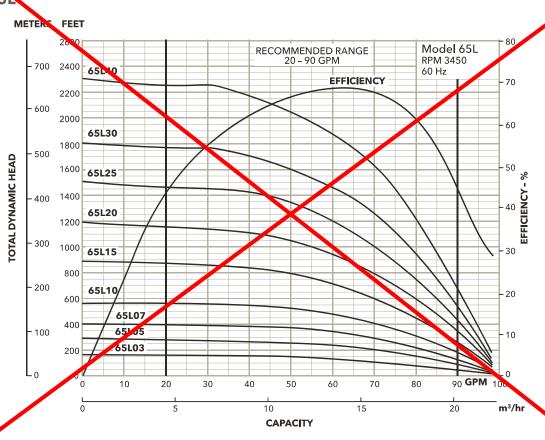
				,	Dimensions & Weights										
Model	Order No.	No.	Min. HP	Required	Ler	gth	Dian	neter	We	ight					
	Order No.	Stages	Required	Motor Dia.	in.	mm	in.	mm	lbs.	kg.					
	50L03	4	3	4	20.6	522	5.59	142	25	11					
50L	50L05R**	7	5		25.8	656			35	16					
	50L05**	8	5	4/6	27.8	706]		40	18					
	50L07**	11	7.5	1 1	33.3	844			49	22					
	50L10	15	10		40.2	1020	5.67	144	57	26					
	50L15	23	15	6	56.9	1446	†		82	37					
	50L20	28	20	1	65.8	1670	1		94	43					
	65L03	3	3	4	18.6	472	5.59	142	26	12					
	65L05**	5	5		22.2	564	3.37	172	31	14					
	65L07**	7	7.5	4/6	25.8	656	7		35	16					
	65L10	10	10		31.3	794	1 - / 3	444	44	20					
65L	65L15	16	15	1 [42.1	1070	5.67	144	60	27					
	65L20	21	20] , [53.0	1346	7		75	34					
	65L25	27	25	6	63.9	1622			90	41					
	65L30*	32	30		98.7	2508	6.97*	177	220	100					
	65L40*	41	40		115.0	2922			253	115					
	95L05**	3	5	4/6	18.6	472	5.59	142	26	12					
	95L07**	5	7.5	7,0	22.2	564	_		31	14					
	95L10	7	10	ļ ļ	25.8	656	4		35	16					
95L	95L15	10	15	6	31.3	794	5.67	144	44	20					
	95L20	14	20		38.5	978		'''	53	24					
	95L25	17	25	-	43.9	1116			62	28					
	95L30	21	30	{	53.0	1346	/ 07#	477	75	34					
	95L40*	28	40		67.3	1710	6.97*	177	156	71					
	120L05** 120L07**	3	5 7.5	4/6	16.8 19.5	426 495	5.59	142	22	10					
	120L07^^	<u>3</u> 5	10		24.9	633	-		26 33	12 15					
	120L10	<u>5</u> 	15	}	30.4	771	4		40	18					
120L	120L13	10	20	{	38.5	978	5.67	144	51	23					
	120L25	12	25	6	43.9	1116	3.07	144	57	26					
	120L30	15	30		52.1	1323			68	31					
	120L40	20	40		65.7	1668			86	39					
	120L50*	24	50	1	80.9	2055	6.97*	177	179	81					
	160L03	1	3	4	14.5	367	5.59	142	18	8					
	160L05**	2	5		17.2	436			22	10					
	160L07**	3	7.5	4/6	19.9	505	7		26	12					
	160L10	4	10		22.6	574	7		31	14					
	160L15	6	15	1 [28.0	712	7		37	17					
160L	160L20	8	20] [33.5	850	5.67	144	44	20					
	160L25	9	25	[36.2	919] 3.67	144	46	21					
	160L30	11	30	6	41.6	1057			53	24					
	160L40	15	40	[52.5	1333	_		68	31					
	160L50	18	50] [60.6	1540	1		77	35					
	160L60	20	60		65.7	1668	1		86	39					
	250L07**	2	7.5	4/6	20.8	528	4		26	12					
	250L10	3	10		25.3	643	4		33	15					
	250L15	5	15	ļ ļ	34.4	873	4		44	20					
2501	250L20	7	20		43.4	1103		4.4.4	55	25					
250L	250L25	8	25	6	48.0	1218	5.67	144	60	27					
	250L30	9	30	 	52.5	1333	4		66	30					
	250L40	13 16	40	 	70.6 84.2	1793	4		88	40					
	250L50 250L60	19	50 60	 	97.8	2138 2484	-		104	58					
	320L00**	2	7.5	4/6	21.8	553	+		27	12					
	320L07** 320L15	<u> </u>	15	4/0	30.8	783	-		38	17					
	320L15 320L20	4 5	20	 	35.4	898	-		45	20					
	320L20 320L25	6	25	{	39.9	1013	1		50	22					
320L -	320L25 320L30	8	30	6	49.0	1243	5.67	144	61	27					
320L		U	1 30	j U	77.0	1243	⊣								
320L		11	40] [62.5	1588	1		7.2	25					
320L	320L40 320L50	11 13	40 50		62.5 71.6	1588 1818	-		78 89	35 40					

 $[\]star$ Note pump diameter - high pressure models have an exterior casing and larger diameters, verify they will fit your well. 58

MODEL 50L



MODEL 65



MODEL 50L SELECTION CHART

Horsepower Range 3 - 20, Recommended Range 17 - 70 GPM, 60 Hz, 3450 RPM

Pump										Dep	th to	Wa	ter i	n Fe	et/Ra	ting	s in	GPM	(Ga	llons	per	Min	ute)									
Model	HP	PSI	25	50	75	100	125	150	175	200	225	250	275	300	325	350	375	400	425	450	475	500	525	550	575	600	625	650	675	700	725	750
		0		74	68	62	58	50	42	21																						
		20	69	63	59	52	43	27																								
50L03	3	30	63	59	52	44	29																									
4 Stages	3	40	59	53	45	31																										
		50	53	45	33																											
		60	46	35																												
		0				56	72	67	62	59	58	54	48	44	40	27																
		20		49	72	68	62	60	58	55	49	44	41	31																		
50L05R	_	30	45	71	69	63	60	58	55	50	45	41	32																			
7 Stages	5	40	71	69	63	60	58	55	50	45	41	33																				
		50	70	63	60	58	56	51	45	42	34																					
		60	64	60	59	56	51	46	42	35																						
		0			65	74	72	68	64	62	60	58	54	50	46	42	36	21														Н
		20	62	73	72	68	65	62	61	58	55	51	47	43	37	24																Н
50L05		30	73	73	69	65	63	61	58	55	51	47	43	37	26																	П
8 Stages	5	40	73	69	65	63	61	59	56	52	47	43	38	27																		
		50	69	65	63	61	59	56	52	48	44	39	28																			
		60	66	63	61	59	56	52	48	44	39	29																				
		0				63	72	74	72	68	66	64	62	61	59	57	55	52	49	46	43	39	33	21								
		20		60	72	74	72	69	66	64	62	61	60	58	55	52	49	46	43	40	34	23										
50L07		30	59	71	74	72	69	66	64	63	61	60	58	55	52	49	46	43	40	35	25											
11 Stages	7.5	40	71	74	72	69	66	64	63	61	60	58	56	53	50	47	44	40	35	26												
		50	74	73	70	67	64	63	61	60	58	56	53	50	47	44	41	36	27													
		60	73	70	67	65	63	61	60	58	56	53	50	47	44	41	36	27														
		0					57	68	73	74	73	71	68	66	65	63	62	61	60	59	57	56	54	51	49	47	45	43	40	36	30	21
		20			54	67	72	74	73	71	69	67	65	63	62	61	60	59	58	56	54	52	49	47	45	43	40	37	32	23		
F0140		30		53	66	72	74	73	71	69	67	65	64	62	61	60	59	58	56	54	52	50	47	45	43	41	37	32	24			П
50L10 15 Stages	10	40	52	65	72	74	73	71	69	67	65	64	63	62	61	59	58	56	54	52	50	48	45	43	41	38	33	24				
-		50	65	72	74	73	71	69	67	65	64	63	62	61	59	58	56	54	52	50	48	46	43	41	38	33	25					
		-			-	72	-				-				-	_	55	-					-	-	33	26	23					\vdash
		60	71	74	73	12	69	67	65	64	63	62	61	60	58	56	55	52	50	48	46	44	41	38	33	26						

Pump										Dep	th to	Wa	ter i	n Fee	et/Ra	ting	s in (GPM	(Ga	llons	per	Min	ute)									
Model	HP	PSI	50	100	150	200	250	300	350	400	450	500	550	600	650	700	750	800	850	900	950	1000	1050	1100	1150	1200	1250	1300	1350	1400	1450	1500
		0				63	72	74	72	68	66	64	62	61	59	57	55	52	49	46	43	39	33	21								
		20			62	72	74	72	69	66	64	62	61	59	57	55	52	49	46	43	39	34	22									П
50L15	1.5	30		50	68	74	73	70	67	65	63	62	60	59	56	54	51	48	45	41	37	29										
23 Stages 15	15	40	33	60	72	74	72	69	66	64	62	61	60	58	55	52	49	46	43	40	34	23										
		50	48	67	73	73	71	68	65	63	62	60	59	57	54	51	48	45	42	38	30											
		60	59	71	74	72	69	66	64	63	61	60	58	55	52	49	46	43	40	35	25											
		0					57	68	73	74	73	71	68	66	65	63	62	61	60	59	57	56	54	51	49	47	45	43	40	36	30	21
		20				56	67	73	74	73	71	68	66	65	63	62	61	60	59	58	56	54	52	49	47	45	43	40	37	31	22	
50L20		30			46	62	71	74	74	72	70	67	66	64	63	62	61	60	58	57	55	53	50	48	46	44	42	39	34	27		
27 Stages	20	40			54	67	72	74	73	71	69	67	65	63	62	61	60	59	58	56	54	52	49	47	45	43	40	37	32	23		
		50		44	61	70	73	74	72	70	68	66	64	63	62	61	60	59	57	55	53	51	48	46	44	42	39	35	28			Г
		60	30	53	66	72	74	73	71	69	67	65	64	62	61	60	59	58	56	54	52	50	47	45	43	41	37	32	24			

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

MEMORANDUM

DATE: October 5, 2022

TO: Board of Directors

FROM: Don Bartz, General Manager

By: Kim Ward, HR Manager/Executive Secretary

SUBJECT: Update on the Proposed Civic Center & Phelan Park Expansion Project

STAFF RECOMMENDATION

None

BACKGROUND

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

FISCAL IMPACT

None

ATTACHMENT(S)

None

Agenda Item 7

Committee Reports/Comments



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

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

W. www.pphcsd.org

ENGINEERING COMMITTEE MEETING MINUTES

September 14, 2022 – 4:00 p.m. Phelan Community Center 4128 Warbler Road, Phelan, CA 92371 & Remotely Via Zoom or Conference Call

Board Members Present: Mark Roberts, Director (Chair)

Kathy Hoffman, Director

Board Members Absent: None

Staff Present: Sean Wright, Water Operations Manager

Chris Cummings, Water Operations Assistant Manager

George Cardenas, Engineering Manager Tony De La Rosa, Engineering Technician

Jennifer Oakes, Executive Management Analyst Kim Sevy, HR & Solid Waste Manager/District Clerk

Aimee Williams, Administrative Technician II

Guests/Public: None

Call to Order

Director Roberts called the meeting to order at 4:01 p.m.

Roll Call

All Committee Members were present at Roll Call.

1) Approval of Agenda

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

- 2) **Public Comment** None
- 3) Approval of Minutes

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

4) Oeste Recharge Study Project

Mr. Cardenas gave an update on the monitoring wells and discussed a report provided by Mojave Water Agency.

A handout was provided and is available on the website.

5) **Discussion Regarding Water System**

• Pumps and Wells Services Agreement

Mr. Wright noted the District is in the process of rehabilitating Well 11. Well 14 has not been utilized this year other than for sampling.

- 10-Year Tank Rehabilitation & Maintenance Service
- Water Quality
- Service Line Replacement Program Update 138 replaced this calendar year to date.
- Other Repairs/Replacements/Updates/Maintenance

The pipeline for Well No. 15 has been delivered. Still trying to obtain materials to complete the water meter replacement program. The Mountain Well in Zone G will be prioritized for development. Well 2A is showing signs of failing.

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

6) Smithson Springs Update

Mr. Wright reported that the flow is 1gpm or less, and there has not been as much growth recently. Ms. Oakes reported that Mojave Water Agency will be installing a weather station at this location and another location in the District to monitor rainfall in the area.

7) State Regulations Update

Ms. Oakes provided an update on SB1157. The indoor daily water allowance will be reduced from 55 gallons per person to 47 gallons per person in 2025, then to 42 gallons per person in 2030. The outdoor water allowance is still being reviewed.

8) Review of Current Projects

• Pressure Zone 6

Mr. Cardenas reported that the project will be moving forward soon.

New Well No. 15

Mr. Wright reported that drilling should begin next month.

9) Staff Reports

Mr. Wright gave an update on the status of the recently completed Wilson Ranch Road Pipeline Project after the latest rainstorms.

10) Review of Action Items

- a) **Prior Meeting** –Staff investigated Tesla battery backups for wells.
- b) Current Meeting None

11) Set Agenda for Next Meeting – October 12, 2022

• Add Mountain Well to Review of Current Projects

12) Adjournment

With no further business before the Committee, the meeting adjourned at 4:35 p.m.

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



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

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

W. www.pphcsd.org

SPECIAL SOLID WASTE & RECYCLING COMMITTEE MEETING MINUTES

September 15, 2022 – 4:30 p.m. Phelan Community Center 4128 Warbler Road, Phelan, CA 92371 & Remotely Via Zoom or Conference Call

Board Members Present: Deborah Philips, Chair/Vice President

Rebecca Kujawa, President

Board Members Absent: None

Staff Present: Kim Sevy, HR & Solid Waste Manager/District Clerk

CR&R Staff Present: Brent Speers, General Manager

Brandon McGill, Operations Manager

Guests/Public: Cheryl Rhoden

Tami (No last name provided)

Call to Order

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

Roll Call

All Committee Members were present at Roll Call.

1) Approval of Agenda

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

2) **Public Comment**

None; Pre-submitted public comments are attached to the minutes.

3) Approval of Minutes

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

4) Review of Program Events

Mrs. Sevy reviewed the programs and events.

5) SB 1383 Compliance

The committee discussed SB 1383 compliance.

6) Staff Reports

A written report was provided at the meeting and is available on the website.

- 7) Review of Action Items
 - a) **Prior Meeting** None
 - b) Current Meeting None
- 8) **Set Agenda for Next Meeting** October 13, 2022
 - Remove Procurement from Item 5
- 9) Adjournment

With no further business before the Committee, the meeting adjourned at 4:44 p.m.

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

From: Dan and Vickie

Date: September 1, 2022 at 7:28:14 AM PDT **To:** Rebecca Kujawa < Rkujawa@pphcsd.org>

Subject: Dump Cards

I make numerous dump loads every spring and summer to help fireproof my property. I live on a 27 acre parcel bought by my dad in 1968 and it requires the continual removal of dead trees, dead branches and numerous weeds to keep it fire safe. If you stop the dump cards that would be TERRIBLE!!! We don't live in housing tracts in the high desert and we need to be treated differently than those who do. Please reconsider discontinuing the dump cards.

Sincerely

Dan Adams

Pinon Hills, CA 92372

Agenda Item 8

Staff & General Manager's Report

Engineering Manager's Report October 7, 2022

Alternative Energy - 1.16 MW Solar Photovoltaic

SunPower Corporation has entered into an equity purchase agreement TotalEnergies Renewables USA, LLC. TotalEnergies. During the transition the agreement will ensure ongoing performance under each Agreement in compliance with its terms. For the district, this is the Performance Guarantee Agreement.

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

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

Geographic Information System (GIS)

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

Staff completed the collection of all newly installed meters and assets, fire hydrants, valves, stubouts, etc. A total of 139 assets were collected in 2022. Staff is working on a concept to develop a tool in its GIS to help manage Solid Waste.

Pressure Zone 6 Improvements

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

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

Civic Center / Community Center and Future Phelan Park Expansion

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

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

Page **1** of **4** 70

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

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

On September 21st, the Board approved a PSA, Park Architects KTUA for 65% design of the Phelan Community Park. Does anyone actually read this. Pending is the approval of the revised CUP for Phase 1. This would require a formal submittal for Phase 2 and 3. Phase 1 grading would impact the parcels of the future park expansion. This has been challenging for the County to approve the revision of the CUP for the Civic Center that also includes CEQA. Therefore, an application for the park expansion is required. The environmental documents have been sent to and received by the State Clearinghouse for the start of the 30-day review. Adjacent property owners have been noticed.

Fish and Game Commission proposed consideration of a Conservation Plan for the Joshua tree. The Commission will meet again on October 13th to consideration this option. The species remains a candidate and protected under the California Endangered Species Act (CESA) during this period. Incidental Take Permits (ITP's) are not on hold and can be issued when approved. ITP will be involved in the Phase 2 and 3 (Phelan Park expansion). We will continue to move forward with approvals and permitting for Phase 1 of the project without an ITP but instead to protect the Joshua trees during grading. The draft ITP for Phase 2 and 3 has been reviewed by staff. Comments will be addressed, and a final application will be available in the next week for review and submittal to the State. An application fee of \$34,000 will be due prior to review by the State.

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

Future Well No. 15 and 16

The Board adopted CEQA for Well No. 15 and 16. The Board also approved the contract with Southwest Drilling Inc. for well no. 15. Start of work has been pushed back to November 2022.

Page **2** of **4** 71

Water Mainline Extension Projects

Pinon Road - to serve APN 3067-111-21

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

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

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

Coyote Road - to serve APN 3068-621-06

Proposed 320 linear feet of 8-inch PVC water pipeline, from Yucatan Road east 320. Plans prepared by Merrell-Johnson Companies. First plan check submitted on September 19, 2022

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

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

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

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

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

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

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

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

Page **3** of **4** 72

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

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

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

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

San Bernardino County Public Works Projects

Phelan Road Intersection Improvements

The San Bernardino County Public Works Department began work early September. Completion date December 16, 2022. The intersection widening for left and right turn lanes along Phelan Road areas are as listed:

Sonora Road Tumbleweed Road Sunny Vista Road & Arrowhead Road

Phelan Road Widening Project

Work to include mill/overlay, leveling course, isolated areas of full depth reconstruction and the installation of a traffic signal at Clovis Road. Improvements from State Highway 138 to Los Banos Road. Work is tentatively scheduled for July 2023. This is phase 1 of 2.

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

The tentative schedule is as follows:

Project Approval/Environmental Document: Spring 2024

• Final Plans & Right of Ways Acquisitions: Fall 2025

• Construction: Spring 2026

Page **4** of **4** 73

Director Reports

Correspondence/Information



BILLING SCHEDULE

OCTOBER 2022

October 1

- Bills mailed for **September 2022** charges

October 17

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

October 18

-Disconnection date for **August 2022** bill

October 24

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



NOVEMBER 2022

November 1

- Bills mailed for **October 2022** charges

November 14

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

November 15

-Disconnection date for **September 2022** bill

November 21

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



DECEMBER 2022

December 1

Bills mailed for **November 2022** charges

December 13

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

December 14

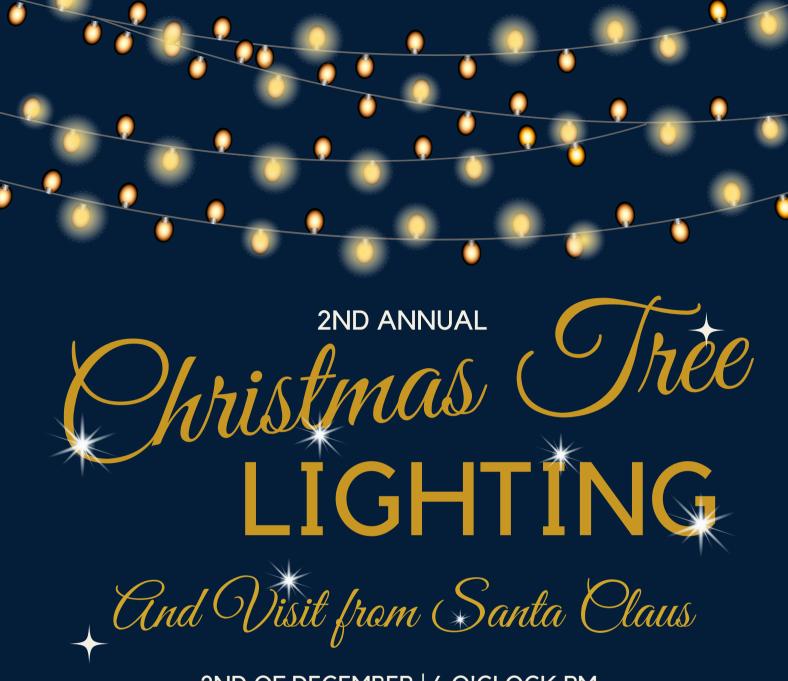
-Disconnection date for **October 2022** bill

December 21

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

Holiday Closure

Veterans Day- Friday, November 11, 2022
Thanksgiving - Thursday & Friday, November 24 & 25, 2022
Christmas Eve & Christmas Day Observance- Friday & Monday December 23 & 26, 2022



2ND OF DECEMBER | 6 O'CLOCK PM
PHELAN COMMUNITY PARK | 4176 WARBLER RD, PHELAN, CA
PRESENTED BY PHELAN PINON HILLS CSD
PARKS AND RECREATION DEPARTMENT

Hot Chocolate and Candy Canes to Be Served





WINTERIZING YOUR SWAMP COOLER

SAVE WATER AND OPERATE YOUR COOLER EFFICIENTLY

Cool Rules

- Delay turning on your cooler until the outside temperature reaches 85 degrees.
 You will save 50% more water.
- Turn on the water pump a few minutes before turning on the fan. This saturates the pads first, making your cooler more efficient.
- Crack a window in the rooms you are cooling.
- Use ceiling fans to circulate air.
- In the evenings, operate your cooler fan without the water pump.
- Install a thermostat so your cooler can be as water and energy wise as possible.

Winterizing Your Swamp Cooler

When the weather begins to cool, it is time to winterize your evaporative cooler. If you do these few simple things, you will minimize your cooler problems when the hot weather hits.

- Get rid of minerals in the bottom tray. Vinegar can be used to dissolve the buildup.
- Clean out the tray at the bottom of the cooler. Drain the water and gently scrape it out.
- Inspect the water trough for clogged holes. Clean as necessary.
- Thoroughly dry the tray and inspect it for signs of cracking.
- Coat the entire tray with submarine sealer or another product to prevent rust.
- To prevent freezing of the cooler's water line, disconnect the water line from the cooler and blow out the water.
- Cover your cooler to protect it and to keep cold air out of your house.





free

NIATTRESS RECYCLING

Bring all of your recyclables and old mattresses and recycle them for free at CR&R*

9828 Buckwheat Road, Phelan 760-868-6353



PHELAN PIÑON HILLS CSD SESLID WASTE SERVICES

environmental services

*Residents only during normal business hours.

COMMUNITY CLEANUP AND TIRE DAY

SATURDAY, NOV. 5 8AM - 12 PM

Drop Off Location: CR&R Service Yard 9828 Buckwheat Rd Phelan, CA 92371

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

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

SERVICES CSD
SERVICES CSD









FALL PAINTING CLASS



Saturday, November 5 9 AM - Ages 5 - 12 11 AM - Ages 13 and up

RSVP Required : www.pphcsd.org/events
Phelan Senior Center
4128 Warbler Road
Phelan, CA
760-868-1212











Bobsleds brushes

CHRISTMAS PAINTING CLASS





DECEMBER 17, 2022 9 AM AGES 5 - 12 11 AM AGES 13+

MAKE A BEAUTIFUL CHRISTMAS PAINTING WITH US!

RSVP REQUIRED : WWW.PPHCSD.ORG/EVENTS

PHELAN SENIOR CENTER

4128 WARBLER RD, PHELAN









Review of Action Items

Set Agenda for Next Meeting