



# BOARD PACKAGE

August 3, 2022

Special Board Meeting – 5:00 p.m.

Regular Board Meeting – 6:00 p.m.

## **SPECIAL & REGULAR BOARD MEETING AGENDA**

August 3, 2022

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

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

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

#### **REMOTE PARTICIPATION INFORMATION:**

##### **Dial-in**

1-253-215-8782  
Meeting ID: 815 6973 1845  
Passcode: 240849

##### **Zoom**

<https://us06web.zoom.us/j/81569731845?pwd=S3FjK3pKbDErd3VPV0hWNEd1STdQdz09>  
Meeting ID: 815 6973 1845  
Passcode: 240849

##### **One-Tap Mobile**

+12532158782,,81569731845#

##### **Remote Comment Procedure:**

- You will be muted until you are called on during the public comment period.
- You will be recognized by the last 4 digits of your phone number or Zoom ID and asked if you have a comment.
  - If you do not have a comment, state "no comment."
  - If you do have a comment, please state your name, where you live, and limit your comment to 5 minutes. After 5 minutes you may be muted so that others can comment.
- You may also email your public comment to the Board Secretary at [kward@pphcsd.org](mailto:kward@pphcsd.org) by 6:00 p.m. on August 3, 2022. Your comment will be added to the record by the Board Secretary.

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



#### **Mission Statement:**

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

#### **Authorized Services:**

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

**SPECIAL BOARD MEETING – 5:00 P.M.**

**Call to Order** – Pledge of Allegiance

**Roll 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.

3) **Recess to Closed Session**

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

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

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

**Call to Order** – Pledge of Allegiance

**Roll 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) Approval of Contractor Payments
- 4) **Matters Removed from Consent Items**
- 5) **Presentations/Appointments**
- 6) **Continued/New Agenda Items**
  - a) Discussion & Possible Action Regarding the General Manager's Salary
  - b) Update on the Proposed Civic Center & Phelan Park Expansion Projects
  - c) Update on the Status of Negotiations for the Consolidation of Sheep Creek Mutual Water Company into the District
- 7) **Committee Reports/Comments**
  - a) Engineering Committee (Standing)
  - b) Finance Committee (Standing)
  - c) Legislative Committee (Standing)
  - d) Parks, Recreation & Street Lighting Committee (Standing)
  - e) Waste & Recycling Committee (Standing)
- 8) **Staff and General Manager's Report**
- 9) **Reports**
  - a) Director's Report
  - b) President's Report
- 10) **Correspondence/Information**
- 11) **Review of Action Items**
  - a) Prior Meeting Action Items
  - b) Current Meeting Action Items
- 12) **Set Agenda for Next Meeting**
  - Regular Board Meeting – August 17, 2022
- 13) **Recess to Closed Session**

**Closed Session:** Conference with Legal Counsel – Anticipated Litigation  
Initiation of Litigation Pursuant to Government Code  
Section 54956.9(d)(4)  
One Potential Case
- 14) **Return to Open Session** – Announcement of Reportable Action
- 15) **Adjournment**

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

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

# Agenda Item 3a

Approval of Board Minutes

## **REGULAR BOARD MEETING MINUTES**

July 20, 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  
George Cardenas, Engineering Manager  
Kim Ward, HR Manager/Executive Secretary  
Sean Wright, Water Operations Manager  
Chris Cummings, Water Operations Assistant Manager  
Jennifer Oakes, Executive Management Analyst

**District Counsel:** Steve Kennedy, General Counsel (Zoom)

**Public:** Marilyn Diaz-Cervantes  
Cheryl Rhoden

### **Call to Order**

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

### **Roll Call**

All Directors were present at roll call.

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

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

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

##### a) **General Public**

None

##### b) **Community Reports**

None

**3) Consent Items**

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

**4) Matters Removed from Consent Items**

None

**5) Presentations/Appointments**

None

**6) Continued/New Agenda Items****a) Public Hearing on Standby & Availability Fees for 2022/2023**

President Kujawa declared the Public hearing open at 6:02 p.m.

**1) Secretary's Report**

Ms. Ward reported the District received zero written protests, objections, or comments relating to the water standby and availability fees for 2022/2023.

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

Mr. Kennedy reported that on May 18, 2022, the Board of Directors adopted Resolution No. 2022-14; Initiating Proceedings to Fix, Levy and Collect Water Standby Assessments for the Fiscal Year 2022/2023 and the public hearing date was scheduled for July 20, 2022. The notice of public hearing was published in the Mountaineer Progress on June 30, July 7, and July 14, 2022. Additionally, notice of public hearing was posted in the District Office and on the District's website beginning on June 30, 2022. Copies of the report were made available in the District office for public review. The District has complied with all legal requirements in the time and manner specified by law.

**3) Staff's Report**

Mr. Bartz reported the water standby charge report reflects each parcel of land within the District's boundaries for acreage within 660 feet of a water line.

The preliminary water standby charge report was filed with the Secretary on June 30, 2022. The updated report details 3,641 parcels for a total assessment of \$286,733.80. This amount may change as parcels connect to the system before the final report is filed with the County of San Bernardino by the August 2022 deadline.

**4) Public Comment, Protests, and Objections**

There were no public comments, protests, or objections.

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

The Public Hearing was closed at 6:05 p.m.

b) **Discussion & Possible Adoption of Resolution No. 2022-24; Establishing Standby & Availability Fees for 2022/2023**

Staff Recommendation: For the Board to adopt Resolution No. 2022-24; Establishing Standby & Availability Fees for 2022/2023.

Mr. Bartz presented this item.

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

c) **Public Hearing on Delinquent Water User Charges**

President Kujawa declared the Public hearing open at 6:09 p.m.

1) **Secretary's Report**

Ms. Ward reported the District received zero written protests, objections, or comments relating to the delinquent water user charges.

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

Mr. Kennedy reported the notice of public hearing was published in the Mountaineer Progress on June 30, July 7, and July 14, 2022. Additionally, notice of public hearing was posted in the District Office and on the District's website beginning on June 30, 2022. Notice of delinquency and hearing were also mailed to delinquent users on June 28, 2022. Copies of the report were made available in the District office for public review. The District has complied with all legal requirements in the time and manner specified by law.

3) **Staff's Report**

Mr. Bartz reported that the Delinquent Water User Charges Report was filed with the Secretary on July 15, 2022, and details 90 customer accounts amounting to a total of \$26,307.98.

The Delinquent Water User Charges Report reflects each affected parcel of real property and the total amount of charges and delinquencies for each affected parcel as of June 30, 2022. The final list will be submitted to the County of San Bernardino for collection not later than August 10, 2022, and will be updated as necessary until submittal.

4) **Public Comment, Protests, and Objections**

There were no public comments, protests, or objections.

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

The Public Hearing was closed at 6:11 p.m.



d) **Discussion & Possible Adoption of Resolution No. 2022-25; Confirming, or Modifying and then Confirming, the Report of Delinquent Water User Charges for the Purpose of Collecting Said Charges on the San Bernardino County Tax Roll**

Staff Recommendation: For the Board to adopt Resolution No. 2022-25; Confirming, or Modifying and then Confirming, the Report of Delinquent Water User Charges for the Purpose of Collection of Said Charges on the San Bernardino County Tax Roll.

Mr. Bartz presented this item.

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

e) **Discussion & Possible Adoption of Resolution No. 2022-26; Establishing a Recycled-Content Paper Procurement Policy**

Staff Recommendation: For the Board to adopt Resolution No. 2022-26; Establishing a Recycled-Content Paper Procurement Policy

Ms. Ward presented this item.

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

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

Staff Recommendation: None

There were no updates.

No action taken; not an action item.

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

Staff Recommendation: None

Mr. Bartz noted the upcoming town hall on consolidation on Saturday, July 23, 2022.

Ms. Rhoden asked when the Technical Report will be released to the public. Mr. Bartz stated when the draft report is in final form.

No action taken; not an action item.

7) **Committee Reports/Comments**

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

b) **Finance Committee (Standing)** – Met yesterday and reviewed the quarterly financial reports.

c) **Legislative Committee (Standing)** – Will meet in August.

d) **Parks, Recreation & Street Lighting Committee (Standing)** – Cancelled the July concert in the park due to poor attendance.

e) **Waste & Recycling Committee (Standing)** – Met last week and discussed SB1383 and the paper product procurement policy.

8) **Staff and General Manager’s Report**  
Nothing further to report.

9) **Reports**

- a) **Director’s Report**
  - Philips** – Attended ASBCSD meeting on Monday.
  - Roberts** – Nothing to report.
  - Hoffman** – Nothing to report.
- b) **President’s Report** – Nothing further to report.

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

11) **Review of Action Items**

- a) **Prior Meeting Action Items** – None
- b) **Current Meeting Action Items** – None

12) **Set Agenda for Next Meeting**

- Special & Regular Board Meeting – August 3, 2022

15) **Adjournment**

With no further business before the Board, the meeting was adjourned in memory of Michael Palecki at 6:26 p.m.

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

\_\_\_\_\_  
Rebecca Kujawa, President of the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kim Ward, HR Manager/Executive Secretary

\_\_\_\_\_  
Date

# Agenda Item 3b

Acceptance of Board  
Stipends/Reimbursements

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

2022		AB1234 Compliant									
Name: Mark Roberts		*MAXIMUM PAID @ \$120 PER MEETING DAY AND LIMITED TO 10 MEETINGS PER MONTH							Report of items paid for with District Credit Card***		
		Reimbursed @ 0.585			REIMBURSEMENT REQUESTED				CREDIT CARD EXPENSES		
Date of mtg. or event	A	Expense Description / Business Purpose	*Meeting (\$120 or N/C)	Miles	Mileage**	Meals	Lodging	Other	Meals	Lodging	Other
07/06/22		Board Meeting	120.00		-						
07/19/22		Finance Committee Meeting	120.00		-						
07/20/22		Board Meeting	120.00		-						
07/23/22		Town Hall on Consolidation	120.00		-						
					-						
					-						
					-						
					-						
					-						
					-						
					-						
					-						
					-						
					-						
					-						
					-						
					-						
					-						
<b>Totals</b>			<b>480.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

A: Board Approved? (section 2.4)							
I certify the expenses listed above are related to my authorized travel according to the Phelan Piñon Hills Community Services District Policies.		Acct #		Totals:		Date	
Board member's signature below  <div style="text-align: center; font-family: cursive; font-size: 1.2em;">Mark Roberts</div> <hr style="width: 80%; margin: 0 auto;"/> Signature							
		_____ Meetings	480.00	Payroll	_____		
		_____ Mileage	-	Board Mtg	_____		
		_____ Meals	-			Meals	-
		_____ Lodging	-			Lodging	-
		_____ Other	-			Other	-
		Grand Total	480.00				
						-	

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

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

# Agenda Item 3c

Approval of Contractor  
Payments

Date: 07/25/2022

Name of Vendor: KTUA

Description of work: Phelan Community Park Project

Purchase Order # PO-04200

Date of Board Approval August 12, 2020

Original Approved Amount: \$ 287,925.00  
Amount Approved C/O #1  
Amount Approved C/O #2

Total Contract Amount \$ 287,925.00

% Completed to Date 97%

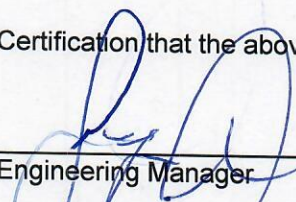
Total Invoiced to Date \$ 278,357.50

Amount Paid to Date 262,822.50

**Total Due this Invoice \$15,535.00**

Total Contract Amount After Invoice: \$ 9,567.50

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

  
Engineering Manager 7/25/22  
Date

  
General Manager 7/25/22  
Date

Approved by Board of Directors:  
Date

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

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

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

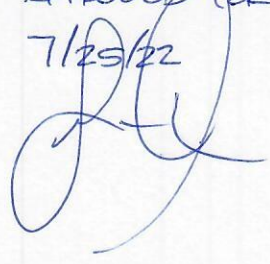
Total Fee	287,925.00		278,357.50	262,822.50	15,535.00	
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<b>Total Fixed Fee</b>						<b>15,535.00</b>
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<b>Total this Invoice</b>						<b>\$15,535.00</b>
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**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>	<b>Received</b>
Fee	15,535.00	262,822.50	278,357.50	
<b>Totals</b>	<b>15,535.00</b>	<b>262,822.50</b>	<b>278,357.50</b>	<b>262,822.50</b>

PO 4200  
 APPROVED FOR PAYMENT  
 7/25/22  




3916 Normal Street  
 San Diego, CA 92103  
 619.294.4477  
[www.ktua.com](http://www.ktua.com)  
 PLA 2342 • 2386 • 2500

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

July 25, 2022  
 Project No: 020-023.02  
 Invoice No: 34087

Project 020-023.02 Phelan Park - Phase 1A/2A 1B/2B  
For professional services for the period June 1, 2022 to June 30, 2022

**Fee Charges**

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



ARC	2,400.00	100.00	2,400.00	2,400.00	0.00
<b>Total Group 1A - CUP Package Draft</b>	<b>11,800.00</b>		<b>11,800.00</b>	<b>11,800.00</b>	<b>0.00</b>
<b>Group 1A - Draft Schematic Park Site (15%)</b>					
KTUA	48,890.00	100.00	48,890.00	48,890.00	0.00
TRLS	37,350.00	100.00	37,350.00	37,350.00	0.00
EDI	8,100.00	100.00	8,100.00	8,100.00	0.00
ARC	7,200.00	100.00	7,200.00	7,200.00	0.00
<b>Total Group 1A - Draft Schematic Park Site (15%)</b>	<b>101,540.00</b>		<b>101,540.00</b>	<b>101,540.00</b>	<b>0.00</b>
<b>Group 1A - Expense</b>					
KTUA	600.00	0.00	0.00	0.00	0.00
TRLS	200.00	0.00	0.00	0.00	0.00
EDI	200.00	0.00	0.00	0.00	0.00
<b>Total Group 1A - Expense</b>	<b>1,000.00</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Group 2A - Refined Site Plan Park Site</b>					
KTUA	3,645.00	100.00	3,645.00	3,645.00	0.00
<b>Total Group 2A - Refined Site Plan Park Site</b>	<b>3,645.00</b>		<b>3,645.00</b>	<b>3,645.00</b>	<b>0.00</b>
<b>Group 2A - Community Meetings 3 &amp; 4</b>					
KTUA	6,180.00	100.00	6,180.00	6,180.00	0.00
<b>Total Group 2A - Community Meetings 3 &amp; 4</b>	<b>6,180.00</b>		<b>6,180.00</b>	<b>6,180.00</b>	<b>0.00</b>
<b>Group 2A - CUP Package</b>					
KTUA	13,760.00	100.00	13,760.00	13,760.00	0.00
TRLS	2,340.00	100.00	2,340.00	2,340.00	0.00
EDI	930.00	100.00	930.00	930.00	0.00
<b>Total Group 2A - CUP Package</b>	<b>17,030.00</b>		<b>17,030.00</b>	<b>17,030.00</b>	<b>0.00</b>
<b>Group 2A - Final Schematic Plan Park Site (35%)</b>					
KTUA	32,105.00	90.00	28,894.50	22,473.50	6,421.00
TRLS	25,830.00	90.00	23,247.00	18,081.00	5,166.00
EDI	10,740.00	90.00	9,666.00	7,518.00	2,148.00
ARC	9,000.00	90.00	8,100.00	6,300.00	1,800.00
<b>Total Group 2A - Final Schematic Plan Park Site (35%)</b>	<b>77,675.00</b>		<b>69,907.50</b>	<b>54,372.50</b>	<b>15,535.00</b>



**PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT PURCHASE ORDER**

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

**PO Number:** PO-04200

**Date:** 08/12/2020

**Request #:** PO-04200

**Vendor #:** KTUA

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

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

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

**Requested By:** George Cardenas

**Date:** 8/12/2020

<b>SUBTOTAL:</b>	287,925.00
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	287,925.00

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

Date: 07/27/2022

Name of Vendor: Lilburn Corporation

Description of work: Civic Center Park Environmental Project

Purchase Order # PO-04593

Date of Board Approval June 1, 2021

Original Approved Amount:	\$ 59,000.00
Amount Approved C/O #1	<u>\$9,840.00</u>
Amount Approved C/O #2	<u>\$4,800.00</u>

Total Contract Amount \$ 73,640.00

% Completed to Date 64%

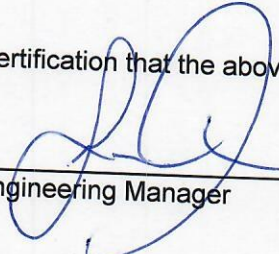
Total Invoiced to Date \$ 47,397.00

Amount Paid to Date 46,529.50

**Total Due this Invoice \$867.50**

Total Contract Amount After Invoice: \$ 26,243.00

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

 \_\_\_\_\_  
Engineering Manager 7/27/22  
Date

General Manager \_\_\_\_\_  
Date

Approved by Board of Directors: \_\_\_\_\_  
Date

# LILBURN CORPORATION

1905 Business Center Drive  
San Bernardino, California 92408  
(909) 890-1818 (909) 890-1809 (fax)

## INVOICE

No. 22-0730

TO: Phelan Pinon Hills Community Services  
Attn: George Cardenas  
4176 Warbler Road  
Phelan, CA 92371  
email: gcardenas@pphcsd.org  
aromero@pphcsd.org

Invoice Date: July 21, 2022  
Project No.: 1443  
Auth. No.: PO-04593, PO-04712  
PO-04851  
**Due: August 20, 2022\***

### PHELAN CIVIC CENTER & COMMUNITY PARK PROJECT NO. C0078

Invoice Period: June 20 - July 17, 2022

#### Professional Services:

Task 2: Project Description	Hours	Rate	Total
Principal	1.50	\$210.00	\$ 315.00
<b>Task 2 Total</b>			<b>\$ 315.00</b>
<b>Task 6: Energy Assessment</b>			
<b>Task 6 Total</b>			<b>\$ -</b>
<b>Task 11: Supplement for 2 Reports</b>			
Environmental Analyst	6.50	\$85.00	\$ 552.50
<b>Task 11 Total</b>			<b>\$ 552.50</b>

#### CONTRACT SUMMARY

Contract Amount	\$59,000.00
CO #1 & #2	\$14,640.00
Prior Billed	\$46,529.50
This Invoice	\$867.50
Total Billed	\$47,397.00
Remaining	\$26,243.00

**TOTAL AMOUNT DUE \$ 867.50**

PO 4593, 4712, & 4851  
APPROVED FOR PAYMENT  
7/25/22

\*This invoice is payable according to the above terms. An interest of 0.833% per month will be payable on any amounts not paid within the specific number of days. In the event it becomes necessary to resolve a dispute concerning the terms of payment or fees for services, the prevailing party shall be entitled to reasonable attorney's fees, costs, and other necessary and proper expenses incurred therein.



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

# PURCHASE ORDER

**PO Number:** PO-04573

**Date:** 05/24/2021

**Request #:** PO-04573

**Vendor #:** SUPTAN

**ISSUED TO:** Superior Tank Company, Inc  
 9500 Lucas Ranch Road  
 Rancho Cucamonga, CA 91730

**SHIP TO:** Service  
 Service  
 Phelan, CA 92371

ITEM	UNITS	DESCRIPTION	PROJECT	PRICE	GL ACCOUNT #	GL ACCOUNT NAM	AMOUNT
1		10 Year Tank Maintenance Contra			01-1-3-54620	Repair & Maintena	267,200.00

10 Year Tank Maintenance Contract-FY 20/21  
 10 washouts completed, Coating at 1B-2 Completed

**Requested By:** Sean Wright

**Date:** 5/24/2021

<b>SUBTOTAL:</b>	267,200.00
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	267,200.00

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

Date: 07/25/2022

Name of Vendor: TRLS Engineering, Inc.

Description of work: Civic Center Revision to CUP

Purchase Order # PO-04201

Date of Board Approval August 5, 2021

Original Approved Amount: \$87,000.00

Total Contract Amount \$87,000.00

% Completed to Date 89%

Total Invoiced to Date \$ 77,000.00

Amount Paid to Date 41,400.00

**Total Due this Invoice \$35,600.00**

Total Contract Amount After Invoice: \$ 10,000.00

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

[Signature]  
Engineering Manager 7/25/22  
Date

[Signature]  
General Manager 7/25/22  
Date

Approved by Board of Directors: \_\_\_\_\_  
Date

**TRLS Engineering Inc**  
 10770 I Ave Ste # 108  
 Hesperia, CA 92345 US  
 +1 7609484900  
 i.zamora@trlsengineeringinc.com

# Invoice

**BILL TO**  
 Phelan Pinion Hills Community  
 Services  
 Pinon Hills Community Services  
 4176 Warbler Road  
 Phelan,  
 760-868-1212  
 Phelan, CA 92371

**SHIP TO**  
 Phelan Pinion Hills Community  
 Services  
 Pinon Hills Community Services  
 4176 Warbler Road  
 Phelan,  
 760-868-1212  
 Phelan, CA 92371

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
4177	06/03/2022	\$35,600.00	06/18/2022	Net 15	

**P.O. NUMBER**  
 4201

DESCRIPTION	QTY	RATE	AMOUNT
Services for PPHCSD Commercial Development for Administration and Community Center Buildings  Billing @ 100% of Contract for P.O.# 4201 Contract Amount= \$87,000.00 Less Previous Payment= \$51,400.00 - ref Inv# 4177 Total Amount Due= \$35,600.00	1	35,600.00	35,600.00

**BALANCE DUE** **\$35,600.00**

7/19/22  
 APPROVED FOR  
 Payment  
 PO 4201  




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

# PURCHASE ORDER

**PO Number:** PO-04201

**Date:** 08/12/2020

**Request #:** PO-04201

**Vendor #:** TRLS

**ISSUED TO:** TRLS Engineering, Inc  
 10770 I Ave Ste #108  
 Hesperia, CA 92345

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

ITEM	UNITS	DESCRIPTION	PROJECT	PRICE	GL ACCOUNT #	GL ACCOUNT NAM	AMOUNT
1		Civic Center - Revision to CUP - E	C0002		01-0-0-17000	CIP Enterprise Fun	87,000.00
		Part 1: \$11,200 Bounadry and Topographic FEMA cert. Offer of Dedication					
		Part 2: \$75,800 Final Precise Grading Plan Earthwork Calcs. Horizontal Control Plan Wet Utility Plans WQMP SWPPP Erosion Control Plan Infiltermeter Test Hydrology Study Engineering and Construction Support					
		Total: \$87,000					

Requested By: George Cardenas

Date: 8/12/2020

<b>SUBTOTAL:</b>	87,000.00
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	87,000.00

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



# Agenda Item 4

Matters Removed from  
Consent Items

# Agenda Item 5

Presentations/Appointments

# Agenda Item 6a

Discussion & Possible Action  
Regarding the General  
Manager's Salary

## MEMORANDUM

**DATE:** August 3, 2022

**TO:** Board of Directors

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

**SUBJECT:** Discussion & Possible Action Regarding the General Manager's Salary

---

### RECOMMENDATION

For the Board to implement the remainder of the cost-of-living adjustment ("COLA") and to determine the merit increase amount.

### BACKGROUND

On August 15, 2019, the Board approved a new contract with the District's General Manager. Per the contract:

*Beginning on August 15, 2020, and on each anniversary thereof during the Employment Term, Employee shall be entitled to an automatic annual cost of living adjustment to Employees salary...*

This year, the budgeted COLA is 8.6%. The General Manager received 4% of the COLA on November 1, 2021. After applying the remaining COLA, the General Manager's annual salary will be \$254,706.86, effective August 15, 2022. Should the Board desire, the General Manager is additionally eligible for a maximum budgeted merit increase of 2.5% for a total of \$261,074.53.

### FISCAL IMPACT

TBD

### ATTACHMENT(S)

GM Contract

## EMPLOYMENT AGREEMENT

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

1. Period of Employment.

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

2. Duties and Responsibilities.

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

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

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

### 3. Compensation.

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

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

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

4. Termination of Employment.

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



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

- (e) By Employee Not for Cause. At any time, Employee may terminate his employment for any reason, with or without cause, by providing Employer thirty (30) days advance written notice. Employer shall have the option in its complete discretion to make Employee's termination effective at any time prior to the end of such notice period, provided Employer pays Employee all compensation due and owing through the last day actually worked, plus an amount equal to the base salary Employee would have earned through the balance of the notice period, not to exceed thirty (30) days; thereafter, all of Employer's obligations under this Agreement shall cease.
- (f) By Employee for Good Reason. At any time, Employee may terminate his employment for good reason (as defined below) by giving (30) days advance written notice to Employer. "Good Reason" shall be any material breach of this Agreement by Employer that remains uncured at the end of the above notice period. Employer shall have the option in its complete discretion to make Employee's termination effective at any time prior to the end of the above notice period, provided Employer pays Employee all compensation due and owing through the last day actually worked and through the balance of the notice period [not to exceed thirty (30) days]. In the event that good reason is found to exist pursuant to Section 6 of this Agreement, the maximum amount that Employer shall be liable to Employee therefor shall be a monetary sum equal to Employee's base salary prorated over the remaining balance of the unexpired Employment Term, or over a period of twelve (12) months, whichever is less, which shall be in lieu of any damages under this Agreement for any alleged breach. Thereafter, all of Employer's obligations under this Agreement shall cease.
- (g) Termination Obligations. Employee agrees that all property, including without limitation all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by Employee incident to his employment belongs to Employer and shall be returned promptly to Employer upon termination of Employee's employment. Employee's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

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

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

6. Arbitration.

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

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

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

**Employer's Notice Address:**

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

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


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

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

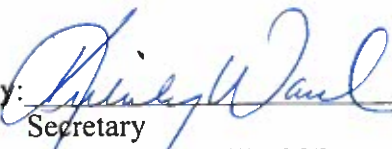
*[Signatures on following page]*

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


EMPLOYER

By:   
President, Board of Directors  
Phelan Pinon Hills CSD

ATTEST:

By:   
Secretary  
Phelan Pinon Hills CSD

EMPLOYEE

By:   
Donald J. Bartz

# Agenda Item 6b

Update on the Proposed Civic  
Center & Phelan Park Expansion  
Projects



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

## MEMORANDUM

**DATE:** August 3, 2022  
**TO:** Board of Directors  
**FROM:** Don Bartz, General Manager  
By: Kim Ward, HR & Solid Waste Manager/District Clerk  
**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



DEPARTMENT OF PARKS AND RECREATION  
P.O. Box 942896 • Sacramento, CA 94296-0001  
(916) 653-7423

Armando Quintero, Director

June 8, 2022

Kim Ward  
Human Resources Manager  
Phelan Pinon Hills CSD  
P.O. Box 294049  
Phelan, CA 92329

Re: Phelan Pinon Hills CSD - Phelan Community Park application under the Land and Water Conservation Fund (LWCF) Program

Dear Kim Ward:

Thank you for your interest in the Land and Water Conservation Fund (LWCF) Program. The Department of Parks and Recreation's Office of Grants and Local Services (OGALS) has completed its multi-level review process of the LWCF applications. Unfortunately, the grant application listed above was not selected for funding.

This LWCF grant program was highly competitive. **A total of \$116.5 million was requested. The amount requested greatly exceeded the \$45 million available in this round, highlighting the need for more park funding statewide.**

The Department encourages your agency to consider other upcoming programs. To learn more, please visit [www.parks.ca.gov/grants](http://www.parks.ca.gov/grants) and click on "grant programs".

If you have questions about this project or upcoming funding opportunities, please contact Competitive Review Project Officer Megan Harrison at [Megan.Harrison@parks.ca.gov](mailto:Megan.Harrison@parks.ca.gov) or (916) 661-1719.

Thank you again for your application and interest in the LWCF program.

Sincerely,

Sedrick Mitchell, Deputy Director  
Community Engagement Division

cc: Project file



# Agenda Item 6c

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



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

## MEMORANDUM

**DATE:** August 3, 2022

**TO:** Board of Directors

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

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

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### STAFF RECOMMENDATION

None

### BACKGROUND

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

### FISCAL IMPACT

None

### ATTACHMENT(S)

None

## State Water Resources Control Board

Division of Drinking Water

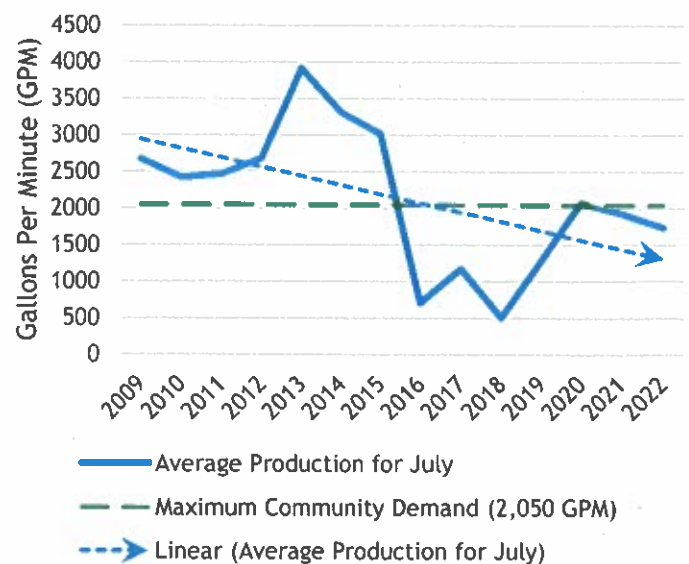
### Sheep Creek WC & Phelan Piñon Hills CSD Community Meeting

July 23, 2022 10am

#### Background

- Sheep Creek Water Company (SCWC) serves nearly 3,400 people through 1,180 service connections. Phelan Pinon Hills Community Services District (PPHCSD) serves nearly 23,585 people through 7,147 service connections.
- SCWC's water sources comprise of 5 groundwater wells in the Wrightwood Well Field, 1 well in the Mojave Basin - Alto Sub Area, and a tunnel source.
- The wells located in the Wrightwood Well Field and the tunnel source have historically not provided a consistent amount of source capacity to the community and have had challenges in meeting production demands during reoccurring periods of drought and ongoing seasonal changes throughout the year.
- On August 22, 2018 SCWC notified the State Water Board - Division of Drinking Water (DDW) of an impending water production shortage and the water system had to rely on interconnections from PPHCSD to sustain capacity.
- SCWC was directed to achieve compliance with source capacity requirements no later than December 1, 2023.
- A feasibility study was completed by Infrastructure Engineering Corporation (IEC) in January 2019 and concluded that the SCWC would either need to install an additional 3-4 wells to be self-sustainable or agree to consolidate with PPHCSD in order to address the ongoing water capacity violation.

Figure 1. SCWC Monthly Production Averaged during the month of July for 2009-2022



## Summary of Sheep Creek WC Deficiencies:

- Inadequate source capacity.
- Distribution system requires upgrades to address fire flow requirements and replacement of pipes and valves that have reached the end of their service lives.
- Meter replacements are needed due to many being beyond their useful service.
- Improvements to address insufficient pressure being supplied to the service area around Storage Tank 6 during periods of low production.
- Storage tank deficiencies including signs of leakage and aging infrastructure.
- Communication and control upgrades needed in order to centrally control and monitor water system infrastructure.

## Recommended Alternative:

- The feasibility study completed by IEC in January 2019 recommended that the most sustainable solution for Sheep Creek WC would be to consolidate the water system to Phelan Piñon Hills CSD along with addressing the remaining water system improvements.
- Besides addressing the source capacity violation, a consolidation with PPHCSD will also increase the community's water resiliency and long-term sustainability.
- Letter of Intent to consolidate was signed by SCWC board members in September 2020, however a formal agreement is contingent on whether State Waterboard's Division of Financial assistance will be grant funding the transfer of water rights from SCWC to PPHCSD.
- Under the consolidation alternative the total capital costs for the project would be significantly less when compared to the alternative where SCWC installs additional sources to remain its own water system (see Table 1 below).
- SCWC has been informed that the capital costs for the consolidation project would be eligible for grant funding under our State Waterboard's Division of Financial Assistance (DFA). However, if SCWC decides to not move forward with the consolidation project, the construction of the additional wells would have to be self-funded by SCWC itself.

<b>Project Alternative</b>	<b>Estimated Total Capital Cost</b>	<b>Cost per Connection</b>	<b>Funding Options</b>
Consolidation w/ PPHCSD	\$3.4 million	\$2,400	Grant Funding Eligible
Maintain SCWC by drilling 3 to 4 additional supply wells	\$6.5 million	\$4,700	Self-Funding by SCWC

## Next Steps:

- Division of Financial Assistance is expected to reach a decision on funding the transfer of water rights from SCWC to PPHCSD within the next 1-2 months.
- Once SCWC reaches a final decision on consolidation they will either move forward with a formal consolidation agreement and submit a construction application to DFA for the consolidation project or move forward in self-funding the construction of the additional wells that are needed.
- If consolidation is chosen as the alternative DFA will then review the construction application for approval and establish a funding agreement to initiate construction (estimated time 9-12 months).
- Construction of water system infrastructure for the consolidation with PPHCSD (6-12 months).

# Agenda Item 7

Committee Reports/Comments

## **FINANCE COMMITTEE MEETING MINUTES**

July 19, 2022

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

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

**Board Members Absent:** None

**Staff Present:** Lori Lowrance, Assistant General Manager/CFO  
David Noland, Accountant  
Aimee Williams, Administrative Technician II

**Guests/Public:** None

### **Call to Order**

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

Director Roberts was appointed as Chair of the committee.

### **Roll Call**

All Committee Members were present at Roll Call.

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

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

#### 2) **Public Comment** – None

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

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

#### 4) **Review of Disbursements**

The Committee reviewed the disbursements.

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

The Committee reviewed the financials.

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

The Committee reviewed the solar project credits and expenses.

**7) Committee Comments**

Nothing further.

**8) Review of Action Items**

a) **Prior Meeting** – Completed

b) **Current Meeting** – Verify that the cost of land for Well No. 15 is being accounted for in the Chromium-6 Project.

**9) Set Agenda for Next Meeting**

- Regular Meeting – October 18, 2022
- Future Special Meeting – Audit Review (Date TBD)
- Future Special Meeting – Phelan Park Expansion Financing Options (Date TBD)

**10) Adjournment**

With no further business before the Committee, the meeting adjourned at 4:41 p.m.

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

## **PARKS COMMITTEE MEETING MINUTES**

July 12, 2022

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

**Board Members Present:** Rebecca Kujawa, President (Chair)  
Kathy Hoffman, Director

**Board Members Absent:** None

**Staff Present:** Steve Lowrance, Parks Supervisor  
Jennifer Oakes, Executive Management Analyst  
Aimee Williams, Administrative Technician II

**Guests/Public:** None

### **Call to Order**

President Kujawa 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. President Kujawa seconded the motion. Motion passed unanimously.

2) **Public Comment** – None

3) **Approval of Minutes**

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

4) **Review & Discussion Regarding Parks & Recreation Events**

Mr. Lowrance reviewed the ongoing and upcoming events. The summer activities began in June and include baking classes, painting classes, archery classes, kids dance classes, movies in the park, and concerts in the park.

5) **Update Regarding Phelan Park Expansion**

Mr. Lowrance stated the District is still waiting to hear news on the grant application.

6) **Update on Phelan Farmers Market**

Mr. Lowrance reported the market has been doing good and recently added a new farm.



7) **Update on Teaching Garden**

Mr. Lowrance stated that attendance has continued to be around 12 people per class.

8) **Staff Report**

Nothing further.

9) **Committee Comments**

President Kujawa brought up the idea of the District hosting self-defense classes for adults and/or safety awareness for women.

Director Hoffman discussed hosting informational classes supporting mental health awareness. She said the school district hosts classes similar to this and thinks this might be beneficial to community members.

10) **Review of Action Items**

a) **Prior Meeting** – Copy requested of detailed parks survey results.

b) **Current Meeting** – None

11) **Set Agenda for Next Meeting** – October 2022

12) **Adjournment**

With no further business before the Committee, the meeting adjourned at 4:17 p.m.

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

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

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

**Board Members Present:** Deborah Philips, Chair/Vice President  
Rebecca Kujawa, President

**Board Members Absent:** None

**Staff Present:** Kim Ward, HR Manager/Executive Secretary  
Aimee Williams, Administrative Technician II

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

**Guests/Public:** Meredith Hergenrader

### **Call to Order**

Vice President Philips called the meeting to order at 4:03 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** – Meredith Hergenrader stated she will have comments on Item 5.
- 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**  
Ms. Ward reviewed the programs and events.
- 5) **SB 1383 Compliance**  
The committee discussed SB 1383 compliance and responded to concerns from Meredith Hergenrader.
- 6) **Staff Reports**  
A written report was in the packet.

7) **Review of Action Items**

a) **Prior Meeting** – None

b) **Current Meeting** – Meredith Hergenrader requested information on the cost to mail billing flyers in the monthly water bills.

8) **Set Agenda for Next Meeting** – August 11, 2022

9) **Adjournment**

With no further business before the Committee, the meeting adjourned at 4:53 p.m.

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

# Agenda Item 8

Staff & General Manager's Report

## Engineering Manager's Report

August 8, 2022

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

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

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)

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

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

Field staff now log daily/weekly/monthly vehicle safety check and fuel/milage through a mobile application. Data collected will assist and validate the need for vehicle replacements. Staff is has completed its Cross Connection application. This allows easier management of its database to a mobile system backflow application.

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### ***Pressure Zone 6 Improvements***

*(nothing new to report)*

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

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

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***Civic Center / Community Center and Future Phelan Park Expansion***

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

Fish and Game Commission met on June 15-16 to consider the petition, the Department's status review report, and comments received to determine whether listing western Joshua tree (*Yucca Brevifolia*) as threatened under the California Endangered Species Act is warranted. With 6 hours of public comments and discussions the item was tabled after a 2-2 vote. Proposed consideration is a Conservation Plan for the Joshua tree. The Commission will meet again in October to consideration this option versus the current proposal. A recent email from Fish and Game to Steeno Design, states the species remains a candidate and protected under the California Endangered Species Act (CESA) during this period. Incidental Take Permits (ITP's) are not on hold and can be issued when approved. This is good news for the project. We will continue to move forward with approvals and permitting for Phase 1 of the project. The ITP will include removal of all Joshua Trees during Phase 1 of the project. Those are the Joshua Trees that will impact in the future design layout of the park.

Park Architect, KTUA is preparing a professional service proposal for the entire 2 phases of the 14-acre Phelan Park expansion. This will include general project management and administration, design development, to post bid support. The proposal will include consultants, TRLS Engineering and Steeno Design. Proposal will be brought to the Board for approval at its September 7<sup>th</sup> meeting.

Staff has received a final draft of the ingress/egress and grading easements for APN 3066-251-05 and -06 from District's legal. They have been sent to the property owner for review and signature pending owners' acceptance of the easement. This is required to abandon Sahara Road. Written permission was conditioned to proceed with the abandonment process with the County of San Bernardino.

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***Future Well No. 15 and 16***

*(nothing new to report)*

The purchase of the east 5-acre portion of the 40-acre parcel has closed escrow in early October. The board adopted the CEQA report for Well No. 15 and 16 and the contract for the drilling of well no. 15, with Southwest Drilling Inc., at its May 18<sup>th</sup> Board meeting. Start of work is scheduled to begin in early October. County of San Bernardino has visited the site Tuesday, July 26<sup>th</sup>.

## ***Water Mainline Extension Projects***

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### ***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 County Fire signature.

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

Proposed 320 Linear Feet of 8-inch PVC water pipeline, located on Solano Road, west of Crystal Aire Road. Plans prepared by TRLS Engineering for Rashidian. Pre-Construction was held the week of June 27<sup>th</sup>. The Contractor, RE Chaffee completed the installation on July 28<sup>th</sup>. Meter to be issued

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### ***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.

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

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

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### ***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.

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

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

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### ***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. 2<sup>nd</sup> plan check completed (April 14, 2021)

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

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

---

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

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

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

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



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

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**Phelan Road Intersection Improvements**

The San Bernardino County Public Works Department scheduled to begin work in August of 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

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**Phelan Road Improvements**

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 considered Phase 1 of 2.

Phase 2 will include widening from 2 lanes to 5 lanes, drainage improvements, and realignment of intersection at 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

# Agenda Item 9

Director Reports

# Agenda Item 10

Correspondence/Information

# BILLING SCHEDULE

## AUGUST 2022

**August 1**

- Bills mailed for **July 2022** charges

**August 15**

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

**August 16**

-Disconnection date for **June 2022** bill

**August 22**

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

## SEPTEMBER 2022

**September 1**

- Bills mailed for **August 2022** charges

**September 13**

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

**September 14**

-Disconnection date for **July 2022** bill

**September 22**

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

## OCTOBER 2022

**October 1**

- Bills mailed for **September 2022** charges

**October 17**

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

**October 18**

-Disconnection date for **August 2022** bill

**October 24**

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

### Holiday Closures

Labor Day- Monday, September 5, 2022

## Notice of Water Rate Change

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

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

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

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

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

***For additional information, please visit our website at [www.pphcsd.org](http://www.pphcsd.org)***

# Used Oil Filter Exchange & Recycling Event

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

# Free!



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

## EVENT LOCATION:



**AutoZone**  
4071 Phelan Road  
Phelan, CA 92371

## Keep in mind...

- ▶ Up to **one \$15 oil filter voucher** per household maximum (limited supply)
- ▶ Expiration: **2 p.m. Saturday, September 10, 2022**
- ▶ Valid only at the address shown on the left
- ▶ No exchange or cash refund after event
- ▶ Recycle oil filter safely: **drain for 12 hours** and transport in non-leaking container or bag
- ▶ Available to San Bernardino County residents only – **bring ID or utility bill** for verification

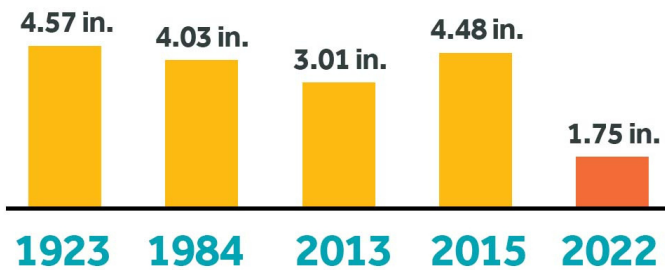
For information, call **909.382.5401** or **1.800.Oily Cat (645.9228)**  
or visit **sbcfire.org/hhw**



# Conservation Conversation

Californians are being called on to conserve 20%. Learn how to do your part at [pphcsd.org](http://pphcsd.org) or [saveourwater.org](http://saveourwater.org).

## JANUARY-MARCH 2022 WAS THE DRIEST EVER



Inches equal precipitation

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

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

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

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

4176 Warbler Road  
Phelan, CA  
760-868-1212  
[www.pphcsd.org](http://www.pphcsd.org)

CONSERVATION  
IT'S OUR WAY OF LIFE



33

# Stage 1\*

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

# Stage 2\*

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

\*See [pphcsd.org](http://pphcsd.org) for a complete list of water conservation requirements. 64



phelan Piñon Hills CSD

Invites Everyone to Come for...

*Family Faves.*

# MOVIE NIGHTS IN THE PARK

Every Friday Night at Dusk

Phelan Community Park  
June 10 - September 16

Co-hosted by the Tri-Community Kiwanis

**June 10**  
Encanto

**June 17**  
The Greatest Showman

**June 24**  
Lego Batman Movie

**July 1**  
The Princess Bride

**July 8**  
Up

**July 15**  
Enchanted

**July 22**  
Ron's Gone Wrong

**July 29**  
School of Rock

**Aug. 5**  
The BFG

**Aug. 12**  
Mary Poppins Returns

**Aug. 19**  
Megamind

**Aug. 26**  
Jumanji (1995)

**Sept. 2**  
Emperor's New Groove

**Sept. 9**  
Wonder

**Sept. 16**  
Clifford the Big Red Dog

**FREE**



PHELAN PIÑON HILLS  
COMMUNITY SERVICES  
DISTRICT

# Town Hall and Ice Cream Social in the Park

SATURDAY  
AUGUST 6, 2022  
PHELAN PARK  
10:00 AM



## Meet Your Representatives



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



TOWN HALL AND  
ICE CREAM SOCIAL  
IN THE PARK



**Jay Obernolte**  
Congressman



**Shannon Dicus**  
Sheriff



**Paul Cook**  
County Supervisor



**Thurston  
"Smitty" Smith**  
Assemblyman



**Rosilicie  
Ochoa Bogh**  
Senator

### PPHCSD Board of Directors

Rebecca Kujawa  
Deborah Philips  
Kathy Hoffman  
Mark Roberts

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

# Agenda Item 11

Review of Action Items

# Agenda Item 12

Set Agenda for Next Meeting