



BOARD PACKAGE

September 23, 2026

Regular Board Meeting – 5:00 p.m.

REGULAR BOARD MEETING AGENDA

September 23, 2026 – 5:00 p.m.
Phelan Community Center
4128 Warbler Road, Phelan, CA 92371
& Via Conference Call (see below)

REGULAR BOARD MEETING – 5:00 P.M.

Call to Order – Pledge of Allegiance

Roll Call

1) Approval of Agenda

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

a) **General Public**

b) **Community Reports**

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

3) Consent Items

- a) Approval of Minutes
- b) Informational – Summary of Directors' Expenses
- c) Approval of Board Stipends/Reimbursements
- d) Approval of Contractor Payments

4) Matters Removed from Consent Items

5) Presentations/Appointments

None

6) Continued/New Agenda Items

- a) Environmental Determination Under CEQA for Proposed Charter Communications Underground Easement, Warbler Road Property (APN 3066-251-18)



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

- b) Grant of Non-Exclusive Underground Communications Easement to Charter Communications Across District's Warbler Road Property (APN 3066-251-18)
- c) Update on District 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) Directors' Report
- b) Board President's Report

10) **Correspondence/Information**

11) **Review of Action Items**

- a) Prior Meeting Action Items
 - Hydraulic Model Presentation – Pending completion of work currently being conducted on the model
 - GIS Presentation – Pending re-scheduling due to item cancellation at meeting
 - Legislative Advocacy Services – Pending re-scheduling due to meeting cancellation
- b) Current Meeting Action Items

12) **Set Agenda for Next Meeting**

- October 14, 2026

13) **Recess to Closed Session**

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(Gov. Code § 54957)
Title: General Manager

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.

Requests made less than 24 hours before the meeting will be accommodated to the extent feasible.

The District is not responsible for technical issues that prevent remote participation.

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

Remote Viewing:

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

[PPHCSD YouTube Channel Link](#)

Remote Participation:

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

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

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

Written Comments:

You may also email your public comment to the District Clerk at joakes@pphcsd.org by the meeting start time listed on this agenda. Your comment will be added to the record by the District Clerk.

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

Agenda Item 3a

Approval of Board Minutes

REGULAR BOARD MEETING MINUTES

September 9, 2026 – 5:00 p.m.
Phelan Community Center
4128 Warbler Road, Phelan, CA 92371

Board Members Present: Rebecca Kujawa, President
Jeanna Mills, Vice President
Chuck Hays, Director
Deborah Philips, Director
Greg Snyder, Director

Board Members Absent: None

Staff Present: Don Bartz, General Manager
George Cardenas, Asst. General Manager/Engineering Manager
Aimee Williams, Risk and Compliance Specialist/Deputy Clerk
Chris Cummings, Asst. Water Operations Manager

District Counsel: Wes Miliband, General Counsel

REGULAR BOARD MEETING – 5:00 P.M.

Call to Order

President Kujawa called the meeting to order at 5:02 p.m. and the Pledge of Allegiance was conducted.

Roll Call

All Directors were present at roll call.

1) Approval of Agenda

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

2) Public Comment

a) General Public

None

b) Community Reports

- **Sheriff** – Sergeant Necochea provided call statistics for Phelan and Pinon Hills for August.

3) Consent Items

- a) Approval of Minutes
- b) Informational – Summary of Directors' Expenses
- c) Approval of Board Stipends/Reimbursements

- d) Acceptance of August 2026 Disbursements
- e) Approval of Contractor Payments
- f) Approval of Change Order No. 7 for the Civic Center Project

Vice President Mills requested to pull Item 3f for discussion. President Kujawa moved to approve the remaining Consent Items. Director Snyder seconded the motion. Motion carried 5-0.

4) Matters Removed from Consent Items

Item 3f – Approval of Change Order No. 7 for the Civic Center Project was pulled for further clarification. Mr. Cardenas explained the change order and answered questions from the Board.

Following the discussion, Director Hays moved to approve Item 3f. Director Philips seconded the motion. Motion carried 5-0.

5) Presentations/Appointments

None

6) Continued/New Agenda Items

a) Consideration and Possible Acceptance of Mills Hardware Disbursements for the Period of August 1, 2026 – August 31, 2026

Staff Recommendation: Staff recommends that the Board of Directors approve disbursements to Mills Hardware totaling \$557.76 for the period of August 1, 2026 through August 31, 2026, as identified in the attached disbursement detail.

Mr. Bartz introduced this item.

Vice President Mills recused herself due to her ownership of Mills Hardware and left the dais on the advice of legal counsel at 5:18 pm.

Director Philips moved to approve the Mills Hardware disbursements. Director Snyder seconded the motion. Motion carried 4-0 with Director Mills recused.

Following the vote, Vice President Mills returned to the dais at 5:19 pm and resumed participation on the Board.

b) Discussion and Possible Action for the Purchase and Installation of the Variable Frequency Drive, Motor Control Center, Electrical Components and Installation for Well 16

Staff Recommendation: For the Board to approve the purchase and installation of the Variable Frequency Drive (VFD), Motor Control Center (MCC), Electrical Components and installation for Well 16.

Mr. Cummings introduced this item.

Director Snyder moved to approve the purchase and installation of the Variable Frequency Drive (VFD), Motor Control Center (MCC), Electrical Components and installation for Well 16. Vice President Mills seconded the motion. Motion carried 5-0.

c) **Discussion and Possible Action Regarding the Purchase and Programming of Tesco Controls SCADA Equipment for Wells 16 & 18**

Staff Recommendation: For the Board to approve the proposal from Tesco Controls to furnish, program and integrate SCADA controls to operate both Wells 16 & 18.

Mr. Cummings introduced this item.

President Kujawa moved to approve the proposal from Tesco Controls. Director Philips seconded the motion. Motion carried 5-0.

d) **Update on District Projects**

Staff Recommendation: None

Mr. Cardenas introduced this item and provided updates on the Civic Center, Phelan Park Enhancement, and Phelan Park Expansion projects. Information was also provided for upcoming Community Workshops.

No action taken; not an action item.

7) **Committee Reports/Comments**

- a) **Engineering Committee (Standing)** – Has not met.
- b) **Finance Committee (Standing)** – Has not met.
- c) **Legislative Committee (Standing)** – Was supposed to meet yesterday but the meeting was cancelled.
- d) **Parks, Recreation & Street Lighting Committee (Standing)** – Has not met.
- e) **Waste & Recycling Committee (Standing)** – Meets next week.

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

Mr. Bartz reported that the District had previously requested funding from the County to assist with repairs and improvements related to storm damage caused by the storms that occurred in late December and early January, but the funding request was rejected. Since that time, the District has been included in the updated state budget bill and is expected to receive \$2.7 million in funding for District improvements.

9) **Reports**

a) **Director's Report**

Hays – Nothing to report.

Mills – Nothing to report.

Philips – Reported her attendance at the CSDA Annual Conference and learned more about the Public Records Act request process and recent Brown Act updates.

Snyder – Nothing to report.

b) **President's Report**

Noted her attendance at the August ASBCSD meeting and included a report in the packet.

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

11) **Review of Current Meeting Action Items**

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

12) **Set Agenda for Next Meeting**

- September 23, 2026

13) **Recess to Closed Session**

The Board recessed to closed session at 5:41 p.m.

- a) PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(Gov. Code § 54957)
Title: General Manager

- b) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Paragraph (2) of subdivision (d) of Gov. Code § 54956.9)
Significant exposure to litigation: Four potential cases.

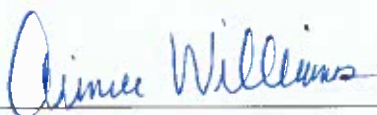
14) **Return to Open Session – Announcement of Reportable Action**

The Board returned to open session at 6:10 p.m. No reportable action was taken.

15) **Adjournment**

With no further business before the Board, the meeting was adjourned at 6:10 p.m.

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



Aimee Williams, Deputy Clerk



Date

Agenda Item 3b

Summary of Directors' Expenses

Summary of Director's Expenses for FY 26/27

As of 9/16/2026

		Education / Training		Hotel / Meals & Travel		Auto Exp / Mileage Reimb		Total
Hays, Charles								\$ -
Kujawa, Rebecca		\$ 85.00				\$ 23.71		\$ 108.71
Mills, Jeanna								\$ -
Philips, Deborah		\$ 1,056.00		\$ 853.33		\$ 165.98		\$ 2,075.31
Snyder, Greg								\$ -
Total Director's Expenses *								\$ 2,184.02
Budget for 2026/2027								\$ 37,500.00

Stipends paid per month (Director's Fees)

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	Total \$ Amount
Hays, Charles	4												4	\$ 480.00
Kujawa, Rebecca	5												5	\$ 600.00
Mills, Jeanna	4	3											7	\$ 840.00
Philips, Deborah	5	9											14	\$ 1,680.00
Snyder, Greg													0	\$ -
Total Director's Stipends *														\$ 3,600.00
Budget for 2026/2027														\$ 40,500.00

Notes:

Education / Training: Conference Registrations, CSDA Trainings, ASBCSD monthly meetings

Hotel / Meals & Travel: Hotel, Food, Airfare, Parking, Taxi, Rental Car, Fuel (rental car)

Auto Exp / Mileage Reimb: Mileage Reimbursements (travel to meetings, conferences, trainings)

Agenda Item 3c

Approval of Board
Stipends/Reimbursements

Phelan Piñon Hills Community Services District
Board Stipend & Mileage Report - 2026

Name: Deborah Philips
Email Address: dphilips@pphcd.org
Current Date: September 8, 2026
Reimbursement Month: August

Meeting No. 1:

Date of Meeting/Event: Tuesday, August 04, 2026
Expense Description/Business Purpose: Meeting with GM (Legislative)
Charge Amount: \$150
Mileage (Distance):

Meeting No. 2:

Date of Meeting/Event (2): Wednesday, August 12, 2026
Expense Description/Business Purpose (2): Board meeting
Charge Amount (2): \$150
Mileage (Distance) (2): 10

Meeting No. 3:

Date of Meeting/Event (3): Monday, August 17, 2026
Expense Description/Business Purpose (3): Association of San Bernardino County Special Districts (Lobbying)
Charge Amount (3): \$150
Mileage (Distance) (3): 40

Meeting No. 4:

Date of Meeting/Event (4): Wednesday, August 19, 2026
Expense Description/Business Purpose (4): Meeting with GM (solid waste)
Charge Amount (4): \$150
Mileage (Distance) (4):

Meeting No. 5:

Date of Meeting/Event (5): Thursday, August 20, 2026
Expense Description/Business Purpose (5): GM evaluation and contract review Ad Hoc
Charge Amount (5): \$150
Mileage (Distance) (5):

Meeting No. 6:

Date of Meeting/Event (6): Monday, August 24, 2026
Expense Description/Business Purpose (6): CSDA Annual Conference
Charge Amount (6): \$150
Mileage (Distance) (6): 40

Meeting No. 7:

Date of Meeting/Event (7): Tuesday, August 25, 2026
Expense Description/Business Purpose (7): CSDA Annual Conference
Charge Amount (7): \$150
Mileage (Distance) (7):

Meeting No. 8:

Date of Meeting/Event (8): Wednesday, August 26, 2026
Expense Description/Business Purpose (8): CSDA Annual Conference
Charge Amount (8): \$150
Mileage (Distance) (8):

Meeting No. 9:

Date of Meeting/Event (9): Thursday, August 27, 2026
Expense Description/Business Purpose (9): CSDA Annual Conference
Charge Amount (9): \$150
Mileage (Distance) (9): 40

Meeting No. 10:

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

Other Expenses:

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

Mileage for the CSDA conference is for picking up and dropping off the rental car.

Certification:

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

Deborah Philips

Reimbursement Summary:

TOTAL MILEAGE:	130.00
TOTAL REIMBURSED MILEAGE REQUESTED:	\$98.80
TOTAL MEETINGS:	9
TOTAL MEETING REIMBURSEMENT REQUESTED:	\$1,350.00
OTHER EXPENSES REQUESTED:	\$0.00
Grand Total Reimbursement Requested:	\$1,448.80

Phelan Piñon Hills Community Services District
Board Stipend & Mileage Report - 2026

Name: JEANNA MILLS
Email Address: JMILLS@PPHCSD.ORG
Current Date: September 2, 2026
Reimbursement Month: August

Meeting No. 1:

Date of Meeting/Event: Tuesday, August 11, 2026
Expense Description/Business Purpose: PARKS COMMITTEE MEETING
Charge Amount: \$150
Mileage (Distance):

Meeting No. 2:

Date of Meeting/Event (2): Wednesday, August 12, 2026
Expense Description/Business Purpose (2): BOARD MEETING
Charge Amount (2): \$150
Mileage (Distance) (2):

Meeting No. 3:

Date of Meeting/Event (3): Wednesday, August 26, 2026
Expense Description/Business Purpose (3): HUNTRESS TRAINING - INFORMATION SECURITY 2
Charge Amount (3): \$150
Mileage (Distance) (3):

Meeting No. 4:

Date of Meeting/Event (4):
Expense Description/Business Purpose (4):
Charge Amount (4):
Mileage (Distance) (4):

Meeting No. 5:

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

Meeting No. 6:

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

Meeting No. 7:

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

Meeting No. 8:

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

Meeting No. 9:

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

Meeting No. 10:

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

Other Expenses:

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

Certification:

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

JEANNA MILLS

Reimbursement Summary:

TOTAL MILEAGE:	0.00
TOTAL REIMBURSED MILEAGE REQUESTED:	\$0.00
TOTAL MEETINGS:	3
TOTAL MEETING REIMBURSEMENT REQUESTED:	\$450.00
OTHER EXPENSES REQUESTED:	\$0.00
Grand Total Reimbursement Requested:	\$450.00

Agenda Item 3d

Approval of Contractor
Payments

Payment Approval Form - Contract/Consultant

Date: 9/14/2026

Name of Vendor: General Pump

Description of work: Well #16 Motor, Pump, Tube & Shaft

Purchase Order # PO-06778

Date of Board Approval April 22, 2026

Original Approved Amount: \$ 324,648.73

Total Contract Amount \$ 324,648.73

% Completed to Date 46%

Total Invoiced to Date \$148,352.04

Amount Paid to Date 0.00

Total Due this Invoice	\$148,352.04
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Total Contract Amount After Invoice: \$ 176,296.69

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


Operations Manager 9-15-2026
Date


General Manager 9/15/26
Date

Approved by Board of Directors: _____
Date

EFT Summary

Bank	Pooled Checking - DCB	EFT: 920	Date	9/17/2026
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Vendor	GENPUM	Remittance Address
Name	General Pump Company, Inc.	159 N. Acacia Street San Dimas, CA 91773-

Item Summary

Number	Date	PO	Description	Discount	Payment
312	9/14/2026	PO-06778	Well #16 Pump, Motor, Column Pi	0.00	148,352.04
Total Paid				0.00	148,352.04

EFT Summary

	Bank	Discount	Payment
APBNK	Pooled Checking - DCB	0.00	148,352.04

**PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT**

P.O. Box 294049

Phelan, CA 92329-4049

(760) 868-1212

PURCHASE ORDER**PO Number:** PO-06778**Date:** 05/08/2026**Request #:** PO-06778**Vendor #:** GENPUM**ISSUED TO:** General Pump Company, Inc.
159 N. Acacia Street
San Dimas, CA 91773-**SHIP TO:** Phelan Pinon Hills Community Services Distric
12336 Oasis Rd
Phelan, CA 92371

ITEM	UNITS	DESCRIPTION	PROJECT	PRICE	GL ACCOUNT #	GL ACCOUNT NAM	AMOUNT
1		Well 16 200hp Motor, Pump, Colu	C0119		01-0-0-17000	CIP Enterprise Fun	324,648.73
200hp Motor, 600-750gpm Pump, 790' of Column, Tube & Shaft							

Requested By: Christopher Cummings**Date:** 5/8/2026

SUBTOTAL:	324,648.73
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	324,648.73

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

Summary

Description		Amount
Retainage		0.00
Current Invoice		138,210.00
Current Invoice Subtotal, Tax and Total		
Subtotal (same as Current Invoice above)		138,210.00
Tax		10,142.04
Total		148,352.04



Well 16 - Pump, 200 HP Motor, Column Pipe Materials

DESCRIPTION

GL ACCT # AMT
01-0-0-17000 148,352.04

NOTES

Bond Approved - April 22, 2026

PO #

06778

GEN MGR

DEPT MGR

ADMIN MGR

Robert - C0119



Over 72 Years of Water Well & Pump Service

Project Contract Invoice – Progress bill

Project Information	
Project #:	P10532
Title:	Phelan Pinon Hills - Well 16
Address	4093 Olivera Rd
City, State, Zip	Phelan, CA, 92371

Invoice Information	
Contract #:	PC0174
Invoice #:	INV00312
Invoice Date	06/30/2026
Payment Due	07/30/2026
PO Number:	ANNUAL CONTRACT FY 25/26

From (Contractor)	
Company:	General Pump Company Inc.
Address	159 N Acacia Street
City, State, Zip	San Dimas, CA, 91773
Country	United States
Phone	

To (Owner Client)	
Company	Phelan Pinon Hills Community Service Dist.
Address	4176 Warbler Road
City, State, Zip	Phelan, CA, 92371
Country	United States
Phone	

Project Contract Invoice Details – Billed Contract Items

Item #	Description	Percent Complete this Period	Scheduled Value	Work Completed this Period	Total	Less Retain.	% Comp
1	Shop Labor Pump Pedestal Construction	0.00%	1,130.00	0.00	0.00	0.00	0.00%
2	Materials - Pump Pedestal Construction	0.00%	4,320.00	0.00	0.00	0.00	0.00%
3	Form and pour pedestal	0.00%	10,840.00	0.00	0.00	0.00	0.00%
4	Fabrication Service Call	0.00%	4,800.00	0.00	0.00	0.00	0.00%
5	Shop Labor New pump install	50.00%	14,690.00	7,345.00	7,345.00	0.00	50.00%
6	Materials New pump install	50.00%	261,730.00	130,865.00	130,865.00	0.00	50.00%
7	Pump Install	0.00%	25,300.00	0.00	0.00	0.00	0.00%
8	Startup	0.00%	1,336.00	0.00	0.00	0.00	0.00%

Item #	Description	Percent Complete this Period	Scheduled Value	Work Completed this Period	Total	Less Retain.	% Comp
		Subtotal =	324,146.00	138,210.00	138,210.00	0.00	

REGULAR BOARD MEETING MINUTES

April 22, 2026 – 5:00 p.m.
Phelan Community Center
4128 Warbler Road, Phelan, CA 92371
& Remotely Via Zoom or Conference Call

Board Members Present: Rebecca Kujawa, President
Jeanna Mills, Vice President
Deborah Philips, Director
Greg Snyder, Director

Board Members Absent: Chuck Hays, Director

Staff Present: Don Bartz, General Manager
George Cardenas, Asst. General Manager/Engineering Manager
Jennifer Oakes, Board Clerk/Parks Manager
Chris Cummings, Asst. Water Operations Manager

District Counsel: Wes Miliband, General Counsel

REGULAR BOARD MEETING – 5:00 P.M.

Call to Order

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

Roll Call

All Directors, with the exception of Director Hays, were present at roll call.

1) Approval of Agenda

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

2) Public Comment

a) General Public

- Community member Peter Barnes provided comments about the delayed repairs to the Phelan Road bridge and expressed concern about its completion.

b) Community Reports

- County of San Bernardino Sheriff Sergeant Necochea provided call statistics for Phelan and Pinon Hills for March.

3) Consent Items

Vice President Mills requested to pull Item 3b from the Consent Calendar for discussion.

President Kujawa moved to approve the Consent Items, excluding Item 3b. Director Snyder seconded the motion. Motion carried 4-0.

4) Matters Removed from Consent Items

Following discussion, no action was taken.

5) Presentations/Appointments

- *Kapo Coulibaly PhD, P.G. – Water Resources Manager for Mojave Water Agency MWA Ephemeral Washes Study: Sheep Creek Update*

6) Continued/New Agenda Items**a) Discussion and Possible Action for the Purchase of a 400-amp SCE Service Panel & Manual Transfer Switch for Well 16**

Staff Recommendation: Staff recommends that the Board approve the quote from CED-Victorville in the amount of \$81,270.44 for purchase of the required 400-amp SCE Service Panel and Manual Transfer Switch for Well 16.

Mr. Cummings introduced this item.

President Kujawa moved to approve the quote from CED-Victorville in the amount of \$81,270.44 for the purchase of the required 400-amp SCE Service Panel and Manual Transfer Switch for Well 16. Director Snyder seconded the motion. Motion carried 4-0.

b) Discussion and Possible Action for the Purchase of a 200-hp Production Pump, Motor, Column, Tube and Shaft for Well 16

Staff Recommendation: Staff recommends the Board approve the purchase and installation of Well No. 16's production pumping equipment to include a 200-hp Vertical Turbine Pump, Motor, Column Pipe, Tube and Shaft

Mr. Cummings introduced this item.

Director Snyder moved to approve the purchase and installation of Well No. 16's production pumping equipment to include a 200-hp Production Pump, Motor, Column Pipe, Tube and Shaft. Vice President Mills seconded the motion. Motion carried 4-0.

c) **Discussion and Possible Action Regarding Well 18 Change Orders – Installation of 100' Annular Cement Seal, Installation of PFD during Mechanical Development, Additional Mechanical Development and Design Balance.**

Staff Recommendation: For the Board to authorize payment of change orders for Well 18 – COR #6, COR #7, COR #8 and COR #9 to BEST Drilling and Pump.

Mr. Cummings introduced this item.

Director Snyder moved to authorize payment of change orders for Well 18 – COR #6, COR #7, COR #8 and COR #9 to BEST Drilling and Pump. Director Philips seconded the motion. Motion carried 4-0.

d) **Discussion and Possible Adoption of Resolution No. 2026-08: Adopting Policy 2102 – Protection from Wildfire Smoke**

Staff Recommendation: Staff recommends that the Board of Directors adopt Resolution No. 2026-08 approving Policy 2102 – Protection from Wildfire Smoke, establishing a formal District policy in compliance with California Code of Regulations, Title 8, Section 5141.1, and incorporating it into the District's Injury and Illness Prevention Program (IIPP).

Ms. Oakes introduced this item.

President Kujawa moved to adopt Resolution No. 2026-08 approving Policy 2102 – Protection from Wildfire Smoke, establishing a formal District policy in compliance with California Code of Regulations, Title 8, Section 5141.1, and incorporating it into the District's Injury and Illness Prevention Program (IIPP). Director Philips seconded the motion. Motion carried 4-0.

e) **Consideration of Dissolution and Re-Establishment of Ad Hoc Personnel Policy Committee**

Staff Recommendation: Staff recommends that the Board of Directors:

- 1. Formally dissolve the existing Ad Hoc Personnel Policy Committee, having fulfilled its initial assignment and*
- 2. Establish a new Ad Hoc Personnel Manual Review Committee, and that the Board President appoint two Directors to serve on the committee.*

Mr. Bartz introduced this item.

The Board of Directors formally dissolved the Ad Hoc Personnel Policy Committee, having fulfilled its initial assignment, and established a new Ad Hoc Personnel Manual Review Committee. Director Snyder volunteered to serve on the committee. President

Kujawa was appointed to serve as the second member. A motion was made by Director Snyder and seconded by Director Philips to dissolve the Ad Hoc Personnel Policy Committee, having fulfilled its initial assignment, and to establish an Ad Hoc Personnel Manual Review Committee. Motion carried 4-0.

f) Update on District Projects

- Mr. Cardenas provided an update on the construction of the Civic Center building, Phelan Park Enhancement, and future Phelan Park Expansion. Mr. Cardenas also provided additional information regarding the repair timeline of the Phelan Road Bridge.

No action taken; not an action item.

7) Committee Reports/Comments

- a) **Engineering Committee (Standing)** – Nothing to report, did not meet.
- b) **Finance Committee (Standing)** – Nothing to report, did not meet.
- c) **Legislative Committee (Standing)** – Director Philips gave a brief update regarding the advocacy trip to Sacramento during CSDA Legislative Days.
- d) **Parks, Recreation & Street Lighting Committee (Standing)** – Nothing to report, did not meet.
- e) **Waste & Recycling Committee (Standing)** – Nothing to report, did not meet.

8) Staff and General Manager's Report

Mr. Cummings provided an update regarding storm damage repairs and progress made.

9) Reports

a) Director's Report

Hays – Absent

Mills – Provided written report in agenda packet and added an additional verbal report regarding the advocacy trip to Sacramento, specifically noting that their meeting with State Parks was especially helpful.

Phillips – Provided a verbal report regarding her recent attendance at the ASBCSD dinner.

Snyder – Nothing to report.

- b) **President's Report** – President Kujawa noted that she had provided a written report for the agenda packet regarding her attendance at the ASBCSD dinner.

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

11) Review of Action Items

- a) **Prior Meeting Action Items** – The Board requested a presentation showcasing an overview of the hydraulic model.
- b) **Current Meeting Action Items** – None

12) **Set Agenda for Next Meeting**

- May 13, 2026

15) **Adjournment**

With no further business before the Board, the meeting was adjourned at 6:05 p.m.

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



Jennifer Oakes, Board Clerk

4/22/24

Date



159 N. Acacia Street, San Dimas, CA 91773
PHONE: (909) 599-9606

1324 W Rialto Ave, San Bernardino, CA 92410
PHONE: (909) 384-1000

934 W. Verdulera Street Camarillo, CA 93010
PHONE: (805) 482-1215

www.genpump.com

WELL & PUMP SERVICE SINCE 1952

Lic. #496765

Serving Southern California and Central Coast

April 15, 2026

Job # 16850

Phelan Piñon Hills CSD
4176 Warbler Road
Phelan, California, 92371
Attn: Chris Cummings

Subject: Well 16 – Furnish and Install Pump Assembly

General Pump Company is pleased to provide our quote to design, furnish, and install an oil lube pump assembly for the Well 16 site. Based on our review of the test pump data provided by the district, we are conservatively estimating a primary pump design of 600 GPM @ 900' TDH with an estimated pump setting of 790' bgs. The scope of this proposal will end at the motor junction box and the discharge head flange. Electrical infrastructure and pipeline fabrication will be performed by others. The following is a breakdown of the labor and materials associated with General Pump Company's scope of work.

Note: All labor rates per the 25/26 Annual Service Agreement contract.

Cost Proposal

Shop Labor

- Receive and inspect new materials, quality assurance
- Teardown and reassemble new pump end to verify proper construction
- Weld cone strainer to suction pipe and thread into suction case
- Pressure wash and prep new column pipe for install
- Pressure wash and prep tube and shaft assemblies for install
- Apply line shaft thread anti-seize and install line shaft couplings
- Stab out tube and shaft assemblies into column pipe for transport
- Verify discharge head is P&C and machine, if necessary
- Modify head to accept airline and PVC access
- Install top column pipe and flange onto discharge head
- Install oil receiver bearing and tension plate into discharge head
- Design and machine top stretch tube
- Design and machine head shaft
- Mount oil pot and dripper assembly, w/ by-pass
- Check proper fit of airline and PVC assembly
- Clean and prep motor for install
- Prep miscellaneous pump hardware and components for install
- Load out all pump equipment for transport
- Prep rig and tooling for pump install

Shop Labor Subtotal **\$ 14,960.00**



PPHCSD
April 15, 2026

Materials

- USEM 200HP VHS WP1 1800 RPM Motor
- O/L bowl assembly designed for 600 GPM @ 900' TDH w/ SS impellers and trim
- 8" x 10' Suction pipe w/ SS cone strainer
- 8" x 20' heavy wall column pipe w/ couplings
- 3" x 1-11/16" Tube and shaft assemblies
- Centering spiders
- Top column flange and pipe
- Fabricated steel discharge head w/ 12" flange
- Tube tension assembly and top tube material
- Headshaft, adjustment nut, and key
- 1/4" SS airline, bracket, gauge, and fittings
- 1-1/4" SCH 80 Flush joint PVC access tube
- Transducer assembly w/ cable
- 2-Gal oil pot, solenoid, and fittings
- Motor and turbine oil
- Gaskets, bolting, and electrical connection kit
- Misc. lube, tape, solvents, and consumables
- Chlorination chemistry
- Engineering submittals and drawings
- Estimated shipping and handling

Materials Subtotal \$ 261,730.00
Sales Tax @ 8.25% \$ 21,592.73

Field Labor

Chlorinate Well & Install Pump Equipment

- Mobilize to site and set up rig
- Chlorinate well w/ perforated chamber.
- Install complete O/L pump assembly.
- Install motor and oiler assembly.
- Make all necessary bolting connections.
- Prep site for future startup.
- Clean and secure site.
- Demobilize equipment.

Pump Pulling Rig - 30 Ton (\$160/Hr.), Service Truck (\$25/Hr.)
Operator (\$107/Hr.), and (2) Pump Mechanics – Field (\$214/Hr.)
Total = **\$506/Hr.**

Est 50 Hrs. @ \$506/Hr.

\$ 25,300.00



PPHCSD
April 15, 2026

Field Labor

Official Startup and Testing

- Mobilize to site.
- Verify lock out / Tag out electrical.
- Wire motor & solenoid, check rotation, and take lift.
- Perform startup and verify proper operation.
- Collect operational data.
- Clean and secure site
- Demobilize equipment.

Service Truck (\$24/Hr.) & Electrician – Field (\$143/Hr.)
Total = ***\$167/Hr.***

Est. 8 Hrs. @ \$167/Hr.

\$ 1,336.00

Estimated Grand Total \$ 324,648.73

Should you have any questions or need additional information regarding the above summary and associated costs, please do not hesitate to contact us. Thank you for the opportunity to provide a quote for our services and we look forward to working with you on this important project.

GENERAL PUMP COMPANY, INC.

Michael Garcia

Michael Garcia
VP of Project Management

Summary

Description		Amount
Retainage		0.00
Current Invoice		138,210.00
Current Invoice Subtotal, Tax and Total		
Subtotal (same as Current Invoice above)		138,210.00
Tax		10,142.04
Total		148,352.04

DESCRIPTION Well 16 Progress Payment - Materials New Pump

GLACCT # 01-0-0-1700 AMT 148,352.04

CO - 119

NOTES

PO # 0678 GEN MGR
DEPT MGR ADMIN MGR

Payment Approval Form - Contract/Consultant

Date: 9/17/2026

Name of Vendor: Merrell-Johnson Engineering Inc.

Description of work: Civic Center QSP & Svcs.

Purchase Order # PO-06583

Date of Board Approval December 16, 2025

Original Approved Amount: \$ 46,800.00

Total Contract Amount \$ 46,800.00

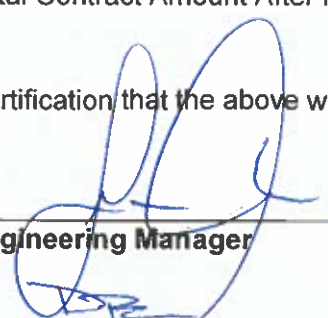
% Completed to Date 32.05%

Total Invoiced to Date \$15,000.00

Total Due this Invoice	\$2,000.00
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Total Contract Amount After Invoice: \$ 31,800.00

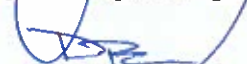
Certification that the above work is completed as reflected on the invoice.



Engineering Manager

9/17/2026

Date



General Manager

9/17/26

Date

Approved by Board of Directors:

Date

Merrell Johnson Companies

22221 US Hwy 18
Apple Valley CA 92307

760-240-8000

Invoice

Date	Invoice #
8/31/2026	E2925794

Bill To
Phelan Pinon Hills CSD PO Box 294049 Phelan, CA 92329-4049

Project		Terms		P.O. No.		Contract No.	
3103.009.001-Pinon Hills Comm Park Ph 1		1% 10 Net 30					
Description	Qty	Rate	Prior %	Curr %	Total %	Amount	
PPHCSD Civic Center - Phase 1							
Services provided 08/01/2026 through 08/31/2026							
Estimated Cost for 90 QSP Weekly Inspections for Duration of 18 Months	4	500.00	28.89%	4.44%	33.33%	2,000.00	
SMARTS Assistance (Time and Materials Basis)	0	1,800.00		0.00%	0.00%	0.00	
DESCRIPTION <u>QSP Weekly Inspections .</u> <u>September 9, 2026</u> <u>GL ACCT #</u> <u>C0002</u> <u>AMT</u> <u>\$2,000.00</u> NOTES <u>Merrell Johnson Companies</u> <u>Invoice No.: E2925794</u> <u>with SMARTS Assistance</u> <u>Contract Amount: \$46,800</u> PO # <u>06583</u> GEN MANAGER _____ DEPT MANAGER <u>[Signature]</u> ADMIN MANAGER _____							
Please remit payment to Merrell Johnson Engineering Inc., 22221 US Hwy 18 Apple Valley, CA 92307			Total \$2,000.00				
			Payments/Credits \$0.00				
			Balance Due \$2,000.00				

**PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT**

P.O. Box 294049

Phelan, CA 92329-4049

(760) 868-1212

PURCHASE ORDER**PO Number:** PO-06583**Date:** 12/17/2025**Request #:** PO-06583**Vendor #:** MERJOH**ISSUED TO:** Merrell-Johnson Engineering Inc
22221 U.S. Highway 18
Apple Valley, CA 92307-**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 - QSP and Services Approved by the Board 12/16/2025 Qualified SWPPP Practitioner Inspections Reporting to S.M.A.R.T.S. Not to exceed: \$46,800	C0002		01-0-0-17000	CIP Enterprise Fun	46,800.00

Requested By: George Cardenas**Date:** 12/17/2025**PPHCSD (760) 868-1212 Fax (760) 868-2323**

SUBTOTAL:	46,800.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	46,800.00

Payment Approval Form - Contract/Consultant

Date: 9/17/2026

Name of Vendor: Best Drilling and Pump

Description of work: Well #18 Drilling, Casing, Development

Purchase Order # PO-06454

Date of Board Approval May 28, 2025

Original Approved Amount: \$ 1,193,420.03

C/O	Approved 4/22/26	\$ 170,144.03
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Total Contract Amount	\$ 1,363,564.06
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% Completed to Date	84.39%
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Total Invoiced to Date	\$1,150,663.29
------------------------	----------------

Total Retention (5%)	\$57,533.16
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Total Due this Invoice	\$63,168.60
-------------------------------	--------------------

Total Contract Amount After Invoice: \$ 212,900.77

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


9-17-26

 Operations Manager Date

TSR 9/17/24
General Manager Date

Approved by Board of Directors: _____
Date _____

Best Drilling and Pump

1640 Pellisier Rd

Colton, CA 92324

PH: 951-684-1952 Fax: 951-684-3852

License No. 826672

Well 18

PR # 14

Invoice No: 4991

Invoice Date: 8/3/2026

TO: Phelan Pinion Hills

Community Services District

4176 Warbler Rd

Phelan, CA 92371

Pay Period Ending: 7/31/2026

Contract No:

Best Job Number: 31024

Project Name:

Terms: Net 30

Monthly Progress Billing No: 14

Total Earned This Period \$ 66,493.26

Retention This Period \$ 3,324.66

Total Completed to Date \$ 1,150,663.29

Retention 5% to Date \$ 57,533.16

Previous Billing \$ 1,084,170.03

Amount Due \$ 63,168.60

Prepared By: Connor Harmon

Date: 8/3/2026

Checked By: _____

Date: _____

Recommended By: _____

Date: _____

Approved By: [Signature]

Date: 9/16/2026

DESCRIPTION

Well 18 Development, Stop test, Constant Test

GL ACCT #

01-0-0-17000

AMT

63168.60

NOTES

Project COT15

PO #

6454

GEN MGR

DEPT MGR

[Signature]

ADMIN MGR

BEST DRILLING AND PUMP, INC.
DETAILED INVOICE SUMMARY

CLIENT: Phelan Pinion Hills Community Services District											
CONTRACT NO.:		Attention:									
Invoice Dates:											
BEST JIN: 31024											
BID ITEM NO	DESCRIPTION	UNIT	CONTRACT ESTIMATED QUANTITY	UNIT PRICE	CONTRACT ESTIMATED AMOUNT	PREVIOUSLY COMPLETED AMOUNT	PREVIOUSLY COMPLETED QUANTITY	QUANTITY THIS INVOICE	EXTENSION	PERCENT COMPLETE	PR No. 13 PR No. 14
Well No. 18											
1	Mobilization and Demobilization	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 75,000.00	0.75	0.25	\$ 25,000.00	100%	0.25
2	Drill 42" Dia. Conductor Bore	LF	50	\$ 750.00	\$ 37,500.00	\$ 37,500.00	50	0	\$ -	100%	
3	Furnish and Install 36" x 5/16" Wall Conductor Casing with cement grout	LF	50	\$ 750.00	\$ 37,500.00	\$ 37,500.00	50	0	\$ -	100%	
4	Drill minimum 12" pilot bore to 1100' with related work	LF	1050	\$ 150.00	\$ 157,500.00	\$ 157,500.00	1050	0	\$ -	100%	
5	Drill 28" Dia. Final Bore to 1100'	LF	1050	\$ 135.00	\$ 141,750.00	\$ 141,750.00	1050	0	\$ -	100%	
5A	Provide Caliper and E-log	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	1	0	\$ -	100%	
6	End Plate	LF	600	\$ 232.00	\$ 139,200.00	\$ 139,200.00	600	0	\$ -	100%	
6A	Furnish and Install HSLA 16" Roscoe Moss Inverters	LF	600	\$ 302.00	\$ 181,200.00	\$ 143,450.00	475	0	\$ -	79%	
7	Furnish and Install Gravel Envelope for well, consolidate by swabbing	TONS	120	\$ 341.00	\$ 40,920.00	\$ 40,920.00	120	0	\$ -	100%	
8	Furnish and Install 4" Camera Tube Outside of well casing to 225'	LF	227	\$ 78.00	\$ 17,706.00	\$ 17,706.00	227	0	\$ -	100%	
9	Develop by Swabbing and Air Surging for First 24 hours	LS	1	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	1	0	\$ -	100%	
10	Development by Swabbing and Air Surging in Excess of 24 total hours	HR	24	\$ 750.00	\$ 18,000.00	\$ 18,000.00	24	0	\$ -	100%	
11	Development by Pumping and Surging for first 24 hours	LS	1	\$ 46,000.00	\$ 46,000.00	\$ 46,000.00	1	0	\$ -	100%	
12	Development by Pumping in excess of 24 hours	HR	24	\$ 500.00	\$ 12,000.00	\$ 12,000.00	24	0	\$ -	100%	22.25
13	Test Pumping for Yield and Drawdown (Include Records) for 3 steps	HR	9	\$ 500.00	\$ 4,500.00	\$ 4,500.00	9	0	\$ -	100%	9
14	Constant Yield Testing for a period of 72 hours	HR	72	\$ 500.00	\$ 36,000.00	\$ 10,500.00	21	29	\$ 14,500.00	68%	21
15	Disinfect Well and Site Clean-up	LS	1	\$ 15,000.00	\$ 15,000.00	\$ -	0	0.75	\$ 11,250.00	75%	0.75
16	Provide Geophysical Logs for Well and Interpretation of Same	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	1	0	\$ -	100%	
17	Video log Well	LS	1	\$ 6,000.00	\$ 6,000.00	\$ -	0	1	\$ 6,000.00	100%	1
18	Furnish & Install two 4 Inch Dia. Gravel Tubes to 5 feet (bgs)	LF	10	\$ 50.00	\$ 500.00	\$ 500.00	10	0	\$ -	100%	
COR #6	Well 18 PFD Installation	LS	1	\$ 23,083.03	\$ 23,083.03	\$ 23,083.03	1	0	\$ -	100%	
COR #7	Well 18 Design Rebalancing	LS	1	\$ 7,573.50	\$ 7,573.50	\$ 7,573.50	1	0	\$ -	100%	
COR #8	Well 18 Annular Cement Seal Installation	LS	1	\$ 8,050.00	\$ 8,050.00	\$ 8,050.00	1	0	\$ -	100%	
COR #9	Well 18 Additional Mechanical Development	LS	1	\$ 131,437.50	\$ 131,437.50	\$ 131,437.50	1	0	\$ -	100%	
COR #10	Well 18 Depth Sampling and Spinner Survey	LS	1	\$ 9,743.26	\$ 9,743.26	\$ -	0	1	\$ 9,743.26	100%	1
Total					CONTRACT	\$ 1,203,163.29		TOTAL	\$ 86,493.26		
					Previous Invoice	\$ 1,084,170.03		Retainage	\$ 3,324.66		
					Total To date	\$ 1,150,863.29		Balance Due	\$ 63,168.60		
					Retainage to date	\$ 57,533.16					
					Total Less Ret	\$ 1,093,130.13					

PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT

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

PURCHASE ORDER

PO Number: PO-06454

Date: 09/10/2025

Request #: PO-06454

Vendor #: BESDRI

ISSUED TO: Best Drilling and Pump Inc
1640 W. Pellisier Rd.
Colton, CA 92324-

SHIP TO: Service
Service
Phelan, CA 92371

ITEM	UNITS	DESCRIPTION	PROJECT	PRICE	GL ACCOUNT #	GL ACCOUNT NAM	AMOUNT
1		well #18 drilling, casing, develop	C0115		01-0-0-17000	CIP Enterprise Fun	1,023,276.00
2		C/O - Additional Mechanical Dev.	C0115		01-0-0-17000	CIP Enterprise Fun	170,144.03
Consent Item Approved 4/22/26							

well #18 drilling, casing, development

Requested By: Sean Wright

Date: 9/10/2025

SUBTOTAL:	1,193,420.03
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TOTAL TAX:	0.00
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SHIPPING:	0.00
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TOTAL	1,193,420.03
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PPHCSD (760) 868-1212 Fax (760) 868-2323

Agenda Item 4

Matters Removed from
Consent Items

Agenda Item 5

Presentations/Appointments

None

Agenda Item 6a

Environmental Determination Under CEQA for
Proposed Charter Communications
Underground Easement, Warbler Road
Property (APN 3066-251-18)

MEMORANDUM

DATE: September 23, 2026

TO: Board of Directors

FROM: Don Bartz, General Manager
By: Wes Miliband, General Counsel

SUBJECT: Environmental Determination and Grant of Non-Exclusive Underground Communications Facilities Easement to Charter Communications – Warbler Road Property (APN 3066-251-18)

STAFF RECOMMENDATION

1. Adopt Resolution No. 2026-17 making the District's determination under the California Environmental Quality Act and directing the filing of a Notice of Exemption.
2. Adopt Resolution No. 2026-18 approving the Grant of Easement and the Easement Terms and Conditions, subject to satisfaction of all conditions precedent.

Take the actions in that order. Guidelines section 15004(a) requires the environmental determination to precede the approval.

BACKGROUND

Charter Communications, doing business as Spectrum, has asked the District to grant a permanent underground easement across the eastern edge of the District's Warbler Road property so that Charter can relocate a segment of existing fiber optic and coaxial facilities that serve Phelan Elementary School. The existing segment crosses adjoining private property. Charter's stated purpose is to clear its facilities from that property.

Charter first transmitted an unsurveyed form of easement in August 2026 and a revised package with surveyed exhibits prepared by A.J. Surveying, Inc. under the seal of Michelle Jansz-Noel, PLS 8567, dated August 26, 2026. General Counsel reviewed both packages and delivered two written responses. Charter's form was not acceptable: it granted an unrestricted easement across the entire property rather than a defined strip, authorized poles, towers, cabinets, and nodes, required the District to warrant title and quiet enjoyment, permitted free assignment, was effectively perpetual, deemed abandoned facilities to become District property, imposed a non-interference covenant on the District, and offered no consideration, indemnity, insurance, security, relocation obligation, restoration standard, or cost reimbursement.

The documents before the Board are the District's own instruments. They are drafted in two parts: a short **Grant of Easement** for recordation, and unrecorded **Easement Terms and Conditions** incorporated by reference into the Grant. This structure keeps the recorded instrument brief while preserving the full set of protections, and it permits administrative amendment of operational details without re-recordation. The

Grant controls in the event of any conflict, and no amendment of the Terms may diminish the District's core rights.

KEY TERMS

- **Non-exclusive, defined area.** The easement is limited to a six-foot strip within the District's parcel. No above-ground structure is permitted other than a single identified enclosure.
- **Paramount District rights.** The District reserves full use of the property, including the right to develop the community park, install and maintain water facilities, and grant further easements. The District's rights remain prior and paramount regardless of the order of recordation.
- **Relocation at Charter's sole cost.** If any facility interferes with a District facility, project, or use, Charter must relocate, lower, protect, or remove it at its own expense, and waives any claim for compensation.
- **Defined term; mandatory removal.** [Twenty-five] years with one optional extension by consent. On termination Charter must remove all facilities and restore the area. Abandonment in place is prohibited without the District's written consent.
- **Consideration; risk allocation.** Charter pays the consideration under Section 4 of the Grant, a cost-reimbursement deposit, full indemnity including for any CEQA challenge, insurance, and security for performance.
- **No warranty of title.** The easement is granted as is, with no warranty of title and no covenant of quiet enjoyment.

ENVIRONMENTAL REVIEW

The approval is a project. Granting an easement is the issuance of an entitlement for use within the meaning of Public Resources Code section 21065(c), the Board's action is discretionary rather than ministerial, and the trenching involved is a physical change. CEQA therefore applies to the Board's decision.

The County is lead agency for the park; the District is the approving agency for this easement. Under Guidelines section 15051(b)(1) the lead agency for a project carried out by a private party is normally the agency with general governmental powers rather than a limited-purpose district. If Charter requires County approvals for this reroute, the County of San Bernardino is likely the lead agency and the District is a responsible agency. Because the District's easement may be the only discretionary approval for the work on District land, the resolution makes the District's own determination and does not rely on County action.

Recommended determination — categorical exemption on three independent grounds. Each of the following independently supports the finding:

- **Class 2, Guidelines section 15302(c)** — replacement or reconstruction of existing utility systems and facilities involving negligible or no expansion of capacity. Charter is relocating an existing line serving an existing customer at existing capacity. Class 2 is not subject to the location exception in Guidelines section 15300.2(a).
- **Class 3, Guidelines section 15303(d)** — utility extensions of reasonable length to serve construction.
- **Class 4, Guidelines section 15304(f)** — minor trenching and backfilling where the surface is restored. The District's documents require full restoration as a condition of the easement.

The exceptions in Guidelines section 15300.2 do not apply, and the attached environmental documents supply the evidence. This is the practical value of the County's Initial Study and Mitigated Negative Declaration for the Phelan Community Park (State Clearinghouse No. 2023080701, County File No. PROJ-2022-00184), adopted for this same parcel. The Initial Study documents site-specific biological, cultural,

tribal, geologic, and utility conditions on Assessor's Parcel No. 3066-251-18, including a desert tortoise habitat assessment conducted June 28, 2021 that found no tortoise sign and concluded the site is not expected to support tortoise populations, a western Joshua tree survey, a cultural resources analysis with tribal consultation, and a utilities analysis that expressly addressed the relocation and construction of telecommunications facilities on the site. That record is substantial evidence that there is no reasonable possibility of a significant effect due to unusual circumstances, that no precisely mapped and officially adopted resource of critical concern is affected, that the site is not on a list compiled under Government Code section 65962.5, that no historical resource is present, and that no scenic highway is involved.

Alternative finding. To the extent the conduit relocation is treated as a component of the utility infrastructure analyzed in the Mitigated Negative Declaration, no subsequent or supplemental review is required under Public Resources Code section 21166 and Guidelines section 15162: there are no substantial project changes, no substantial changes in circumstances, and no new information showing new or substantially more severe significant effects. Guidelines section 15061(b)(3) provides a further backstop.

Mitigation measures carried forward. The easement conditions Charter's work on compliance, at Charter's sole cost, with the mitigation measures from the County's Mitigation Monitoring and Reporting Program that apply to ground disturbance on the site, including Mitigation Measure BIO-1 (worker environmental awareness training), BIO-2 (nesting bird surveys and buffers), BIO-3 (preconstruction burrowing owl and desert tortoise surveys not less than thirty days before new ground disturbance), BIO-5 (western Joshua tree avoidance and minimization), CR-1 and TRC-1 (inadvertent discovery of cultural and tribal cultural resources), and GEO-1 (inadvertent paleontological discovery).

One point requires attention before the determination is final. The District's western Joshua tree authorization and the California Endangered Species Act fee of \$34,585.25 identified in Mitigation Measure BIO-9 were obtained for the District's park project. They do not authorize take by Charter for a separate private project. Charter must obtain and pay for its own authorization under the Western Joshua Tree Conservation Act for any tree it removes or disturbs, or confirm in writing from the Department of Fish and Wildlife that coverage extends to its work. Charter must also confirm that its alignment does not encroach on the Joshua tree preservation area established under the Mitigation Monitoring and Reporting Program, in which twenty-eight relocated trees are to remain in perpetuity in an area approved by the Department. Section 9 of the Terms and Conditions places this burden and its cost on Charter.

The federal Environmental Assessment is not coverage for this easement. The Environmental Assessment prepared by the Federal Emergency Management Agency for the Emergency Operations and Backup Dispatch Center addresses Assessor's Parcel No. 3066-261-10, the westerly adjacent parcel, under the National Environmental Policy Act rather than CEQA. It does not cover the easement parcel. If any part of Charter's alignment, staging, or access touches the Emergency Operations Center parcel, federal environmental and historic preservation review and the federal grant conditions governing use and encumbrance of grant-funded real property under 2 C.F.R. section 200.311 must be addressed before approval.

A cheaper and faster path remains available to Charter. Public Resources Code section 21080.21 removes CEQA entirely for a project of less than one mile in length within a public street, highway, or other public right-of-way for the installation or relocation of a subsurface pipeline. If Charter routed within the County right-of-way at Sunrise Boulevard rather than across District land, its work would likely require no categorical exemption analysis at all. Staff has twice asked Charter to explain why the right-of-way alternative was rejected and has not received a substantive answer. The Board may wish to direct that the question be put to Charter again before the easement is granted.

CONDITIONS PRECEDENT — THE EASEMENT DOES NOT VEST ON APPROVAL

Board approval authorizes the District's General Manager or designee to execute the easement and terms and condition in substantially the form as presented here. Board approval does *not* deliver the easement. Section 2 of the Terms and Conditions requires each of the following first:

1. **Confirmation of the District's title.** Charter's correspondence refers to the parcel as "your property," refers to a "Superintendent Randall," and labels the parcel "SCHOOL PROPERTY" on its own exhibit. The District has no superintendent. The Initial Study identifies the District as applicant and proponent for the fourteen-acre park on Assessor's Parcel No. 3066-251-18, which supports District ownership, and the parcel immediately north is school property. Title must nonetheless be confirmed of record before execution. If the District holds only a pipeline easement rather than fee title, the correct instrument is a consent to common use, not a grant.
2. **Corrected survey exhibits.** The southerly course must read 163.66 feet rather than 169.66 feet; as written the description carries the centerline approximately six feet into the Sunrise Boulevard right-of-way. The stated area of 1,020.6 square feet counts only the southerly leg and omits the easterly leg of approximately 2,167.5 square feet. The terminating line must be identified as the east line of the Northwest Quarter of the Northwest Quarter of Section 24. The assessor's parcel number must be conformed. The exhibits must show the District's water pipeline, the vaults, the enclosure, the access route, and the facilities to be removed.
3. **Rights in the adjoining parcels.** The easterly course as described lies approximately six feet north of the District's north line, within Assessor's Parcel Nos. 3066-251-10 and 3066-251-11. Charter must produce the rights it holds from those owners or revise its alignment. The Grant makes no conveyance as to that course.
4. **No conflict with the park.** Charter's alignment must be reviewed against the approved park site plan and the Joshua tree preservation area so the easement does not burden planned improvements.
5. **Remaining items.** Exact legal name and signatory authority, payment of consideration and deposit, insurance and security, District plan approval, a District encroachment permit, and Charter's environmental authorizations.

FISCAL IMPACT

No District funds are required. Charter pays the consideration under Section 4 of the Grant, a cost-reimbursement deposit under Section 14 of the Terms and Conditions covering the District's legal, engineering, survey, title, environmental, staff, and inspection costs, all recording costs, and the District's costs of preparing and filing the environmental documents and notice. Charter bears the cost of its own environmental authorizations and of any future relocation.

Attachments

- Resolution No. 2026-17 — Environmental determination, with Notice of Exemption as Exhibit A
- Resolution No. 2026-18 — Approving Grant of Easement, with Grant as Exhibit A and Terms and Conditions as Exhibit B
- Grant of Easement (draft)
- Easement Terms and Conditions (draft)
- County of San Bernardino Final Initial Study and Mitigated Negative Declaration, Phelan Community Park, State Clearinghouse No. 2023080701 (on file)

RESOLUTION NO. 2026-17

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PHELAN PIÑON HILLS
COMMUNITY SERVICES DISTRICT MAKING A DETERMINATION UNDER THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE PROPOSED GRANT OF
A NON-EXCLUSIVE UNDERGROUND COMMUNICATIONS FACILITIES
EASEMENT ACROSS A PORTION OF ASSESSOR'S PARCEL NO. 3066-251-18 AND
DIRECTING THE FILING OF A NOTICE OF EXEMPTION**

WHEREAS, the Phelan Piñon Hills Community Services District ("District") owns real property on Warbler Road in the unincorporated community of Phelan, County of San Bernardino, identified as Assessor's Parcel No. 3066-251-18 (the "District Property"); and

WHEREAS, [exact legal name of Charter contracting entity] ("Operator") has requested a non-exclusive underground easement across a six-foot-wide strip along a portion of the District Property in order to relocate a segment of Operator's existing underground fiber optic and coaxial communications facilities that presently cross adjoining private property and that serve Phelan Elementary School (the "Easement"); and

WHEREAS, the physical work associated with the Easement consists of trenching and backfilling within the strip, installation of underground conduit and cable of the same capacity as the existing facilities, installation of [two] underground vaults and [one] ground-level enclosure, removal of Operator's existing facilities, and restoration of the surface; and

WHEREAS, the County of San Bernardino, as lead agency, adopted a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program for the Phelan Community Park project on the District Property, County File No. PROJ-2022-00184, State Clearinghouse No. 2023080701, on [August 5, 2025 — confirm against the County's Notice of Determination], following a Planning Commission recommendation on [December 5, 2024] (the "MND"); and

WHEREAS, the Initial Study supporting the MND analyzed site-specific conditions on the District Property, including a desert tortoise habitat assessment conducted June 28, 2021 that identified no tortoise sign and concluded that the survey area is not expected to support populations of desert tortoise, a western Joshua tree protected plant survey, a cultural resources analysis and consultation with the Yuhaaviatam of San Manuel Nation, a paleontological resources analysis, and a utilities analysis that expressly addressed the relocation and construction of telecommunications facilities on the site; and

WHEREAS, the Board has reviewed and considered the Initial Study, the MND, the Mitigation Monitoring and Reporting Program, the staff report and its attachments, the proposed Grant of Easement and Easement Terms and Conditions, Operator's surveyed exhibits dated August 26, 2026, and all written and oral testimony received; and

WHEREAS, the Board makes this determination before, and as a condition of, any approval of the Easement, in accordance with State CEQA Guidelines section 15004(a);

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT RESOLVES AS FOLLOWS:

SECTION 1. RECITALS; RECORD

The above recitals are true and correct and are incorporated as findings. The record of proceedings for this determination consists of the documents identified in the recitals, the District's files concerning the Easement, and all evidence presented to the Board.

SECTION 2. THE EASEMENT IS A PROJECT SUBJECT TO CEQA

The Board finds that the grant of the Easement is a "project" within the meaning of Public Resources Code section 21065, and specifically subdivision (c) of that section, because it involves the issuance to a person of an entitlement for use by a public agency and may cause a physical change in the environment. The Board's action is discretionary and is not ministerial within the meaning of Public Resources Code section 21080(b)(1).

SECTION 3. AGENCY ROLES

The Board finds that under State CEQA Guidelines section 15051(b)(1) the lead agency for a project carried out by a nongovernmental person is normally the agency with general governmental powers rather than an agency with a single or limited purpose, and that the County of San Bernardino would ordinarily serve as lead agency for Operator's relocation project as a whole. Because the District's grant of the Easement may be the only discretionary approval for the portion of the work located on the District Property, the Board makes the independent determination set forth in this Resolution and does not rely on any determination by another agency.

SECTION 4. CATEGORICAL EXEMPTIONS — THREE INDEPENDENT GROUNDS

The Board finds that the Easement is categorically exempt from CEQA on each of the following independent grounds, and that each ground standing alone is sufficient:

4.1 **Class 2 — State CEQA Guidelines section 15302(c).** The Easement authorizes the replacement or reconstruction of existing utility systems and facilities involving negligible or no expansion of capacity. Operator will relocate an existing communications line that serves an existing customer, with no increase in the number of served premises and no increase in capacity. Section 2 of the Grant of Easement limits the permitted facilities to the approved plans and prohibits any increase in number, size, depth, footprint, or capacity without a separate agreement approved by this Board.

4.2 **Class 3 — State CEQA Guidelines section 15303(d).** The Easement authorizes a utility extension of reasonable length to serve existing construction. The

alignment is approximately [520] feet in length and serves an existing school facility.

- 4.3 **Class 4 — State CEQA Guidelines section 15304(f).** The work consists of minor trenching and backfilling in which the surface will be restored. Section 6.1 of the Easement Terms and Conditions requires Operator, at its sole cost, to restore the District Property, all improvements, surfaces, and native vegetation disturbed by its activities to a condition equal to or better than that existing before entry.

SECTION 5. NO EXCEPTION UNDER GUIDELINES SECTION 15300.2 APPLIES

The Board finds, on the basis of the Initial Study, the MND, and the whole record, that no exception in State CEQA Guidelines section 15300.2 applies:

- 5.1 **Location — subdivision (a).** This exception qualifies only Classes 3, 4, 5, 6, and 11 and does not apply to the Class 2 exemption found in Section 4.1. In any event, no portion of the Easement Area is within an environmental resource of hazardous or critical concern that has been designated, precisely mapped, and officially adopted pursuant to law.
- 5.2 **Cumulative Impact — subdivision (b).** The Easement is a single utility relocation. There are no successive projects of the same type in the same place the cumulative impact of which would be significant.
- 5.3 **Significant Effect Due to Unusual Circumstances — subdivision (c).** There is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. The Easement Area lies within a parcel that has been surveyed and analyzed in the Initial Study, the physical work is ordinary underground utility trenching within a six-foot strip, and the mitigation measures required by Section 8 of this Resolution address the site conditions the Initial Study identified. No circumstance distinguishes this activity from the ordinary utility relocations contemplated by Classes 2, 3, and 4.
- 5.4 **Scenic Highways — subdivision (d).** The Easement will not result in damage to scenic resources within a highway officially designated as a state scenic highway. The facilities are underground.
- 5.5 **Hazardous Waste Sites — subdivision (e).** The District Property is not included on any list compiled pursuant to Government Code section 65962.5.
- 5.6 **Historical Resources — subdivision (f).** The Easement will not cause a substantial adverse change in the significance of a historical resource. The Initial Study identified no historical resource on the District Property, and Mitigation Measures CR-1, CR-2, and TRC-1 govern any inadvertent discovery.

SECTION 6. ALTERNATIVE FINDING — NO SUBSEQUENT REVIEW REQUIRED

As an independent and alternative basis, and to the extent the relocation is treated as a component of the utility infrastructure analyzed in the MND for the

District Property, the Board finds under Public Resources Code section 21166 and State CEQA Guidelines section 15162 that no subsequent or supplemental environmental review is required, because: there are no substantial changes to the project that would require major revisions to the MND due to new or substantially more severe significant effects; there are no substantial changes in the circumstances under which the project is undertaken that would require such revisions; and no new information of substantial importance shows any new significant effect, any substantially more severe significant effect, or any newly feasible or considerably different mitigation measure that the project proponents decline to adopt.

SECTION 7. FURTHER ALTERNATIVE FINDING — COMMON SENSE EXEMPTION

As a further independent and alternative basis, the Board finds under State CEQA Guidelines section 15061(b)(3) that it can be seen with certainty that there is no possibility that the Easement may have a significant effect on the environment, for the reasons stated in Sections 4, 5, and 6 and in light of the conditions imposed by Section 8.

SECTION 8. CONDITIONS; MITIGATION MEASURES CARRIED FORWARD

The determination in this Resolution is made in reliance on, and the Easement shall be conditioned on, Operator's compliance at its sole cost with the following, and the General Manager shall not permit entry on the District Property until each is satisfied:

8.1 Mitigation measures. Operator shall comply with the mitigation measures adopted in the County's Mitigation Monitoring and Reporting Program that apply to ground disturbance on the District Property, including Mitigation Measure BIO-1 (worker environmental awareness program), BIO-2 (nesting bird surveys, plan, and buffers), BIO-3 (preconstruction burrowing owl and desert tortoise surveys not less than thirty days before new ground disturbance, with authority to halt work), BIO-5 (western Joshua tree avoidance and minimization measures for invasive species, fugitive dust, and erosion), CR-1 and CR-2 (inadvertent discovery of archaeological, historic, and tribal cultural resources), TRC-1 (notification of and coordination with the Yuhaaviatam of San Manuel Nation), and GEO-1 (inadvertent paleontological discovery).

8.2 Western Joshua tree authorization. The Board finds that the District's incidental take authorization and the California Endangered Species Act fee identified in Mitigation Measure BIO-9 were obtained for the District's park project and do not authorize take by Operator. Before entry, Operator shall obtain and pay for its own authorization under the Western Joshua Tree Conservation Act for any western Joshua tree it removes, relocates, or disturbs, or shall deliver written confirmation from the Department of Fish and Wildlife that no separate authorization is required, together with a current tree census for the Easement Area.

8.3 **Joshua tree preservation area.** Operator shall demonstrate that no portion of its alignment, staging, or access encroaches on the Joshua tree preservation area established under the Mitigation Monitoring and Reporting Program in which relocated trees are to remain in perpetuity in an area approved by the Department of Fish and Wildlife.

8.4 **Other authorizations.** Operator shall obtain, comply with, and bear the cost of all other required environmental authorizations, including those arising under the California Endangered Species Act, the federal Endangered Species Act, Fish and Game Code sections 3503 and 3503.5, and the Migratory Bird Treaty Act, and shall deliver copies to the District before entry.

8.5 **Federally assisted parcel.** If any portion of Operator's alignment, staging, or access is located on Assessor's Parcel No. 3066-261-10, the parcel addressed in the Environmental Assessment prepared by the Federal Emergency Management Agency for the Emergency Operations and Backup Dispatch Center, Operator shall not enter until the District has confirmed that all applicable federal environmental, historic preservation, and grant real property requirements, including 2 C.F.R. section 200.311, have been satisfied.

SECTION 9. NOTICE OF EXEMPTION

The General Manager is directed to execute and file a Notice of Exemption in substantially the form attached as **Exhibit A** with the Clerk of the Board of Supervisors of the County of San Bernardino, together with the required filing and posting fees, **only after the Board has approved the Grant of Easement**, and in no event before that approval. The Notice shall be posted for thirty days. The General Manager may also file a copy with the Office of Planning and Research. Operator shall reimburse all costs of preparation and filing under Section 14 of the Easement Terms and Conditions.

SECTION 10. CUSTODIAN OF RECORD

The documents and other materials constituting the record of proceedings on which this Resolution is based are located at the District's offices at 4176 Warbler Road, Phelan, California 92371, and the General Manager is the custodian of that record.

SECTION 11. SEVERABILITY; EFFECTIVE DATE

If any finding or provision of this Resolution is held invalid, the remainder shall continue in full force and effect, and the Board declares that it would have adopted each remaining finding independently. This Resolution takes effect upon adoption.

ADOPTED this [____] day of [____], 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT

By: _____

Print Name: _____

Title: President, Board of Directors

ATTEST:

By: _____

Print Name: _____

Title: Secretary to the Board

APPROVED AS TO FORM — MILIBAND WATER LAW

By: _____

Wes Miliband, General Counsel

EXHIBIT A — NOTICE OF EXEMPTION

File with the Clerk of the Board of Supervisors, County of San Bernardino, only after Board approval of the Grant of Easement. See State CEQA Guidelines sections 15062 and 15062(b).

TO: Clerk of the Board of Supervisors, County of San Bernardino, 385 North Arrowhead Avenue, Second Floor, San Bernardino, California 92415

FROM: Phelan Piñon Hills Community Services District, 4176 Warbler Road, Phelan, California 92371

PROJECT TITLE: Grant of Non-Exclusive Underground Communications Facilities Easement — Warbler Road (APN 3066-251-18)

PROJECT LOCATION — SPECIFIC: A six-foot-wide strip within a portion of Assessor's Parcel No. 3066-251-18, lying within the Southeast Quarter of the Northwest Quarter of the Northwest Quarter of Section 24, Township 4 North, Range 7 West, San Bernardino Base and Meridian, Warbler Road, Phelan

PROJECT LOCATION — CITY: Unincorporated Phelan **COUNTY:** San Bernardino

DESCRIPTION OF PROJECT: Grant by the Phelan Piñon Hills Community Services District of a non-exclusive underground easement permitting the relocation of an existing segment of underground fiber optic and coaxial communications facilities, consisting of trenching and backfilling within a six-foot strip, installation of underground conduit and cable of existing capacity, [two] underground vaults, [one] ground-level enclosure, removal of the existing facilities, and restoration of the surface.

NAME OF PUBLIC AGENCY APPROVING PROJECT: Phelan Piñon Hills Community Services District

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: [Exact legal name of Charter contracting entity], [address]

NAME OF PERSON RECEIVING THE ENTITLEMENT FOR USE: [Exact legal name of Charter contracting entity]

EXEMPT STATUS: Categorical Exemption — State CEQA Guidelines sections 15302 (Class 2, replacement or reconstruction), 15303 (Class 3, new construction or conversion of small structures, including utility extensions), and 15304 (Class 4, minor alterations to land). In the alternative, State CEQA Guidelines sections 15162 and 15061(b)(3).

REASONS WHY PROJECT IS EXEMPT: The project relocates an existing underground communications utility line serving an existing customer with no expansion of capacity, is a utility extension of reasonable length, and consists of minor trenching and backfilling with full surface restoration required as a condition of approval. No exception under State CEQA Guidelines section 15300.2 applies. The site was analyzed in the Initial Study and Mitigated Negative Declaration adopted by the County of San Bernardino for the Phelan Community

Park, State Clearinghouse No. 2023080701, and the applicable mitigation measures have been carried forward as conditions of the easement.

LEAD AGENCY CONTACT PERSON: [____], General Manager

TELEPHONE: [_____]

DATE OF APPROVAL BY PUBLIC AGENCY: [____], 2026

Signature: _____ Date: _____

Print Name and Title: [____], General Manager

☐ Signed by Lead Agency ☐ Signed by Applicant

Agenda Item 6b

Grant of Non-Exclusive
Underground Communications
Easement to Charter
Communications Across District's
Warbler Road Property (APN 3066-
251-18)

RESOLUTION NO. 2026-18

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PHELAN PIÑON HILLS
COMMUNITY SERVICES DISTRICT APPROVING A GRANT OF NON-EXCLUSIVE
UNDERGROUND COMMUNICATIONS FACILITIES EASEMENT AND EASEMENT
TERMS AND CONDITIONS ACROSS A PORTION OF ASSESSOR'S PARCEL NO.
3066-251-18 AND AUTHORIZING EXECUTION UPON SATISFACTION OF
CONDITIONS PRECEDENT**

WHEREAS, the Phelan Piñon Hills Community Services District ("District") is a community services district organized under Division 3 of Title 6 of the Government Code, and Government Code section 61060(d) authorizes the District to acquire real property, and to hold, manage, occupy, dispose of, convey, and encumber that property for the benefit of the District; and

WHEREAS, the District owns real property on Warbler Road in the unincorporated community of Phelan, County of San Bernardino, identified as Assessor's Parcel No. 3066-251-18 (the "District Property"), across and within which the District owns and operates water facilities; and

WHEREAS, [exact legal name of Charter contracting entity] ("Operator") has requested a non-exclusive underground easement across a six-foot-wide strip along a portion of the District Property in order to relocate a segment of Operator's existing underground fiber optic and coaxial communications facilities that presently cross adjoining private property; and

WHEREAS, the form of easement first proposed by Operator was not acceptable to the District because, among other deficiencies, it purported to grant an unrestricted easement across the entire District Property rather than a defined area, authorized above-ground structures including poles, towers, cabinets, and nodes, required the District to warrant title and quiet enjoyment, permitted assignment without consent, was of indefinite duration, provided that abandoned facilities would become the property of the District, imposed a non-interference covenant on the District, and included no consideration, indemnity, insurance, security, relocation obligation, restoration standard, or reimbursement of the District's costs; and

WHEREAS, District staff and General Counsel have prepared a Grant of Easement in the form attached as **Exhibit A** (the "Grant") and Easement Terms and Conditions in the form attached as **Exhibit B** (the "Terms"), which together limit the easement to a defined non-exclusive area, prohibit above-ground structures other than a single identified enclosure, reserve to the District paramount rights in the District Property and its water facilities, require relocation at Operator's sole cost, provide a defined term with mandatory removal and no abandonment in place, and require consideration, indemnity, insurance, security, restoration, and reimbursement of the District's costs; and

WHEREAS, by Resolution No. 2026-17, adopted immediately before this Resolution, the Board made its determination under the California Environmental Quality Act with respect to the Grant; and

WHEREAS, notice of this meeting and of this item was given as required by the Ralph M. Brown Act, Government Code section 54950 et seq., and the Board has considered the staff report, the Grant, the Terms, Operator's surveyed exhibits dated August 26, 2026, General Counsel's memoranda, and all written and oral testimony received;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT RESOLVES AS FOLLOWS:

SECTION 1. RECITALS

The above recitals are true and correct and are incorporated as findings of this Board.

SECTION 2. FINDINGS

- 2.1 **Authority.** The Board finds that the grant of the easement is within the District's authority under Government Code section 61060(d) and is a proprietary act of the District as landowner. It is not a franchise, does not enlarge, substitute for, or limit any franchise or regulatory authorization, and does not limit the District's exercise of any governmental authority.
- 2.2 **No Interference with District Use.** The Board finds that the easement, as limited and conditioned by the Grant and the Terms, will not interfere with the District's use, operation, maintenance, repair, replacement, improvement, or development of the District Property or of the District's water facilities. The easement is non-exclusive and confined to a six-foot strip; the District reserves the full use and enjoyment of the District Property, including the right to develop park and recreation improvements and to grant further easements; the District's rights are prior and paramount without regard to the order of recordation; and Operator must relocate, lower, protect, or remove its facilities at its sole cost, and waives any claim for compensation, if the District determines that they interfere with any District facility, project, improvement, or use.
- 2.3 **Consideration; No Gift of Public Funds.** The Board finds that the consideration payable under Section 4 of the Grant, together with Operator's covenants, its indemnity, its assumption of all relocation and removal costs, and its reimbursement of the District's costs, constitutes adequate consideration supported by [the appraisal of _____ dated _____ / the District's adopted fee schedule, Resolution No. ____]; that the grant serves a public purpose by removing Operator's facilities from adjoining private property while protecting District facilities and revenues; and that no gift of public funds or property is intended or effected within the meaning of Article XVI, section 6 of the California Constitution.
- 2.4 **Surplus Land Act.** The Board finds that this action is not a disposal of surplus land. Government Code section 54221(d)(1) defines "dispose" as the sale of surplus land or the entering of a lease longer than fifteen years, and this

action is neither; the District Property also remains necessary for the District's use.

2.5 General Plan Conformity. [The Board finds that the location, purpose, and extent of the proposed disposition were submitted to the planning agency of the County of San Bernardino for a report on conformity with the County's general plan pursuant to Government Code section 65402(c) on _____, and that the planning agency reported conformity on _____ / did not report within forty days, which is conclusively deemed a finding of conformity.] [Alternatively, if staff determines section 65402(c) does not apply, delete this subsection and state the basis in the staff report.]

2.6 Environmental. The Board finds that it made its determination under the California Environmental Quality Act by Resolution No. 2026-17 before taking the action authorized by this Resolution, in accordance with State CEQA Guidelines section 15004(a), and that the conditions imposed by that Resolution are conditions of the easement.

SECTION 3. APPROVAL

The Grant attached as Exhibit A and the Terms attached as Exhibit B are approved in substantially the forms attached, subject to Sections 4 and 5 of this Resolution.

SECTION 4. CONDITIONS PRECEDENT TO EXECUTION

The General Manager shall not execute the Grant or the Terms, and no right of entry shall be given to Operator, until each of the following has been satisfied and General Counsel has confirmed satisfaction in writing:

4.1 Title. The District's ownership of the District Property has been confirmed of record. If the District holds an easement or other lesser interest rather than fee title, the General Manager shall return the matter to the Board with a consent to common use or other appropriate instrument in place of the Grant.

4.2 Corrected Exhibits. Corrected legal description and plat, stamped by a California Professional Land Surveyor, have been approved in writing by the District, correcting at least the southerly course distance, the stated area, the identification of the terminating line as the east line of the Northwest Quarter of the Northwest Quarter of Section 24, and the assessor's parcel number, and showing the District's water pipeline, the vaults, the enclosure, the designated access route, and the facilities to be removed.

4.3 Adjoining Parcels. Operator has delivered evidence, reasonably satisfactory to the District, of all rights it holds from the owners of Assessor's Parcel Nos. 3066-251-10 and 3066-251-11, or has revised its alignment so that no such rights are required. The Grant conveys no interest in those parcels.

4.4 Park Compatibility. The District has confirmed that the alignment does not conflict with the approved site plan for the Phelan Community Park or with

the Joshua tree preservation area established under the County's Mitigation Monitoring and Reporting Program.

- 4.5 **Remaining Conditions.** Each remaining condition precedent in Section 2 of the Terms has been satisfied, including Operator's entity name and signatory authority, payment of the consideration and the cost-reimbursement deposit, delivery of insurance and security, District approval of plans, issuance of a District encroachment permit, and delivery of Operator's environmental authorizations required by Resolution No. 2026-17.

SECTION 5. AUTHORIZATION; LIMITS ON DELEGATED AUTHORITY

- 5.1 **Authorization.** Upon satisfaction of Section 4, the General Manager is authorized to execute the Grant and the Terms on behalf of the District, to approve the final exhibits, to issue the District encroachment permit, and to take all further actions and execute all further documents reasonably necessary to carry out this Resolution, in each case subject to approval as to form by General Counsel.

- 5.2 **Non-Substantive Changes Only.** The General Manager may approve changes to the Grant and the Terms that are non-substantive or that increase the protection afforded to the District. **The General Manager has no authority to reduce the consideration, extend the term, expand the permitted facilities, authorize any above-ground structure beyond the single enclosure identified in Section 2.1 of the Grant, permit assignment or third-party use, or modify or waive Section 2.3, 5, 6, 7, or 8 of the Grant or Section 8, 9, 11, or 12 of the Terms.** Any such change requires Board approval.

SECTION 6. RECORDATION; NOTICE OF EXEMPTION

Operator shall record the executed and acknowledged Grant, with the approved exhibits, at its sole cost, and shall deliver a conformed copy to the District. Following adoption of this Resolution, the General Manager shall file the Notice of Exemption authorized by Resolution No. 2026-17 with the Clerk of the Board of Supervisors of the County of San Bernardino.

SECTION 7. SEVERABILITY; EFFECTIVE DATE

If any provision of this Resolution is held invalid, the remainder shall continue in full force and effect. This Resolution takes effect upon adoption.

ADOPTED this [____] day of [____], 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT

By: _____

Print Name: _____

Title: President, Board of Directors

ATTEST:

By: _____

Print Name: _____

Title: Secretary to the Board

APPROVED AS TO FORM — MILIBAND WATER LAW

By: _____

Wes Miliband, General Counsel

EXHIBITS

- **Exhibit A** — Grant of Easement (Underground Communications Facilities — Non-Exclusive)
- **Exhibit B** — Easement Terms and Conditions

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Phelan Piñon Hills Community Services District
4176 Warbler Road
Phelan, California 92371
Attn: General Manager

No documentary transfer tax due — grant of easement by public agency. Recording fees to be paid by Operator. Assessor's Parcel No. [3066-251-18 / 3066-251-180 — to be conformed].

Space above this line for Recorder's use

GRANT OF EASEMENT

Underground Communications Facilities — Non-Exclusive 4250 Warbler Road, Phelan, California

This GRANT OF EASEMENT ("Grant") is made as of [____], 20[___] ("Effective Date") by the **PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT**, a community services district ("District"), in favor of **[EXACT LEGAL NAME OF CHARTER CONTRACTING ENTITY]**, a [state] [corporation / limited liability company] ("Operator").

RECITALS

- A. District owns in fee the real property at 4250 Warbler Road, Phelan, County of San Bernardino, California, Assessor's Parcel No. [3066-251-18 / 3066-251-180], described as the Southeast Quarter of the Northwest Quarter of the Northwest Quarter of Section 24, Township 4 North, Range 7 West, San Bernardino Base and Meridian (the "District Property").
- B. District owns and operates water facilities within and across the District Property, including an underground water pipeline crossing or lying in proximity to the Easement Area (the "Pipeline").
- C. Operator has requested a non-exclusive underground easement across a portion of the District Property, solely for Operator's own business purposes, to relocate a segment of Operator's existing communications facilities now crossing adjoining private property.
- D. The Easement Area is described on **Exhibit A** and depicted on **Exhibit B**, prepared by A.J. Surveying, Inc. under the seal of Michelle Jansz-Noel, PLS 8567, as corrected and approved by District, consisting of a strip 6.00 feet in width containing approximately 1,020.6 square feet (0.023 acre) lying within the District Property.
- E. Operator's alignment includes an easterly course of approximately 361.25 feet that, based on the aliquot calls and area computation on Exhibits A and B, appears to lie outside the District Property and within Assessor's Parcel Nos. 3066-251-10 and 3066-251-11. District makes no grant as to that course.
- F. District's Board of Directors made its determination under the California Environmental Quality Act by Resolution No. 2026-[____] and approved this Grant by Resolution No. 2026-[____], each adopted [____], 20[___].
- G. The District Property is the site of the Phelan Community Park, for which the County of San Bernardino, as lead agency, adopted a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (County File No. PROJ-2022-00184, State Clearinghouse No. 2023080701). Operator's exercise of the rights granted is conditioned on compliance, at Operator's sole cost, with the mitigation measures applicable to ground disturbance on the District Property and with the

environmental conditions imposed by Resolution No. 2026-[____], as provided in Section 9 of the Terms and Conditions.

1. GRANT

Subject to every term, condition, reservation, exception, and limitation of this Grant and of the Terms and Conditions incorporated by Section 9, and subject to satisfaction of the conditions precedent in Section 3, District grants to Operator a **non-exclusive** easement over, under, and across the Easement Area solely to install, own, operate, maintain, inspect, repair, and replace the Permitted Facilities described in Section 2, in the locations, at the depths, and in the configuration shown on the plans approved by District.

2. PERMITTED FACILITIES; LIMITS OF GRANT

- 2.1 **Permitted Facilities.** Underground conduit not exceeding [____] inches outside diameter; fiber optic and coaxial cable within such conduit; [two (2)] underground vaults not exceeding two (2) feet by three (3) feet each; and [one (1)] ground-level equipment enclosure not exceeding [____] by [____] by [____] feet in height at the location shown on Exhibit B (collectively, the "Facilities").
- 2.2 **Prohibited.** Operator shall not install any pole, tower, antenna, wireless, small cell, or distributed antenna facility, overhead line, utility cabinet, amplifier, node, power supply, generator, or any other above-ground structure or equipment other than the single enclosure identified in Section 2.1, and shall not increase the number, size, depth, footprint, or capacity of the Facilities beyond the approved plans, without a separate written agreement approved by District's Board of Directors.
- 2.3 **Limits of Grant.** This Grant is limited to the Easement Area lying within the District Property. **District grants no right, title, or interest in, and makes no representation concerning, any portion of Operator's alignment lying outside the District Property, including the course described in Recital E.** District has no obligation to obtain any right from any adjoining owner.
- 2.4 **No Implied Rights.** No right, title, interest, or estate in the District Property is granted except as expressly stated. Operator receives no exclusive right of possession, no right outside the Easement Area, no right in any District facility or any District water, and no right to require District to accept communications service. Operator shall not lease, license, sell or lease capacity in, permit co-location within, or otherwise permit any third party to use the Facilities or the Easement Area without District's prior written consent, which may be conditioned on additional consideration.
- 2.5 **Not a Franchise.** This Grant is a proprietary act of District as landowner. It neither constitutes, enlarges, substitutes for, nor limits any franchise, permit, or regulatory authorization, and does not limit District's exercise of any governmental authority.

3. CONDITIONS PRECEDENT

The easement shall not vest, and Operator shall have no right of entry, until each condition in Section 2 of the Terms and Conditions has been satisfied, including District's written approval of corrected Exhibits A and B, confirmation of District's title, evidence of Operator's rights in the adjoining parcels or a revised alignment, Board approval and completion of District's environmental determination, evidence of Operator's legal name and signatory authority, payment of the consideration and deposit, delivery of insurance and security, District plan approval, issuance of a District encroachment permit, and recordation of this Grant.

4. CONSIDERATION

Operator shall pay District \$[] on or before the Effective Date, calculated as [1,020.6] square feet at \$[] per square foot plus an administrative charge of \$[], as supported by [appraisal of] dated / District's adopted fee schedule, Resolution No.]. Operator's covenants in this Grant and in the Terms and Conditions constitute additional consideration. District has determined the consideration adequate, that this Grant serves a public purpose, and that no gift of public funds or property is intended or effected. If the corrected Exhibits A and B establish an Easement Area materially different in size, the consideration shall be adjusted at the same rate per square foot before execution.

5. RESERVATION; PARAMOUNT DISTRICT RIGHTS

5.1 **Reservation.** District reserves to itself and its successors, assigns, lessees, licensees, and permittees the full use and enjoyment of the District Property, including the Easement Area, for all purposes not inconsistent with the limited rights expressly granted, including the right to construct, install, own, operate, maintain, repair, replace, enlarge, relocate, and remove wells, pipelines, tanks, reservoirs, pump stations, meters, valves and appurtenances, roads, drainage and flood control improvements, park and recreation improvements, fencing, landscaping, and other utilities and improvements, and to grant additional easements, licenses, leases, and rights of way to others within the Easement Area.

5.2 **Paramount Rights.** District's rights in and use of the District Property and its water facilities, including the Pipeline, are and shall remain **prior and paramount** to the rights granted to Operator, without regard to the order of recordation. In the event of conflict, District's facility or use prevails and Operator shall accommodate District at Operator's sole cost under Section 6.

5.3 **No Restriction on District.** Nothing in this Grant restricts, conditions, delays, or increases the cost to District of District's use, operation, maintenance, repair, replacement, improvement, or development of the District Property or its water facilities. Operator waives any claim against District arising from District's exercise of the rights reserved in this Section 5, excepting only gross negligence or willful misconduct.

6. RELOCATION AT OPERATOR'S SOLE COST

If District determines, in its sole discretion, that any Facility interferes or may interfere with any District facility, project, improvement, or other District use of the District Property, Operator shall relocate, lower, protect in place, or remove the affected Facilities **at Operator's sole cost and expense** within [one hundred twenty (120)] days after District's written notice, or such shorter period as District reasonably requires in an emergency. **Operator shall have no claim against District for any cost, loss of service, business interruption, or other damage arising from work required under this Section 6, and Operator waives any such claim, including any claim for compensation, inverse condemnation, or damages.** Upon relocation the parties shall execute and record an amendment revising Exhibits A and B at Operator's sole cost; pending recordation the easement shall be deemed to burden only the relocated area. If Operator fails to perform, District may relocate or remove the affected Facilities at Operator's cost after [thirty (30)] days' written notice, without liability to Operator excepting gross negligence or willful misconduct.

7. TERM; REMOVAL; NO ABANDONMENT

7.1 **Term.** The easement commences upon satisfaction of the conditions precedent and continues for [twenty-five (25)] years, subject to [one (1)] extension of [twenty-five (25)] years upon Operator's written request delivered not less than [one hundred eighty (180)] days before expiration and

District's written consent, which may be conditioned on then-current consideration and updated terms.

7.2 Earlier Termination. This Grant terminates: on Operator's [ninety (90)] days' written notice, provided Operator first completes removal and restoration; on District's written notice if Operator ceases to use the Facilities for their permitted purpose for [twelve (12)] continuous months or ceases to hold the franchise or other authorization required to provide service in the area; or on District's written notice upon Operator's default as provided in the Terms and Conditions.

7.3 Removal; No Abandonment. Upon expiration or termination for any reason, Operator shall at its sole cost and within [ninety (90)] days remove all Facilities, including all underground conduit, cable, vaults, and enclosures, and restore the Easement Area. **Operator shall not abandon any Facility in place, and no Facility shall become the property of District, without District's prior written consent, which District may withhold in its sole discretion.** If District consents, Operator shall pay District's reasonable costs of acceptance, shall indemnify District with respect to the facility, and the consent shall be documented in a recorded instrument. If Operator fails to remove and restore, District may do so at Operator's cost, may draw on Operator's security, and Operator shall pay any deficiency within [thirty (30)] days of invoice.

7.4 Quitclaim. Within [thirty (30)] days after expiration or termination, Operator shall deliver a quitclaim deed or other recordable instrument, in form reasonably acceptable to District, releasing all right, title, and interest in the District Property. If Operator fails to do so, District may record a unilateral notice of termination, and Operator appoints District as its attorney-in-fact for the limited purpose of executing such instrument.

8. INDEMNIFICATION

To the fullest extent permitted by law, Operator shall indemnify, defend with counsel reasonably acceptable to District, and hold harmless District and its directors, officers, employees, agents, consultants, and volunteers ("Indemnitees") from and against all claims, demands, actions, losses, liabilities, damages, penalties, judgments, settlements, and costs, including reasonable attorney, expert, and consultant fees, arising out of or in any way connected with this Grant or Operator's exercise of the rights granted; the design, construction, installation, presence, existence, operation, maintenance, repair, replacement, relocation, removal, or abandonment of the Facilities; any act or omission of Operator or its contractors, subcontractors, agents, employees, licensees, or invitees; any breach by Operator; any damage to the Pipeline or any other District facility; any injury to or death of any person, including any student, or damage to property; any mechanics lien or stop payment notice; any claim by any adjoining owner arising from Operator's alignment or activities; and any challenge to the validity of this Grant or District's approval of it, including any action under the California Environmental Quality Act. These obligations apply regardless of any passive negligence of Indemnitees, are excused only to the extent a claim arises from the active negligence, sole negligence, or willful misconduct of an Indemnitee, are not limited by any insurance requirement, and survive expiration or termination.

9. TERMS AND CONDITIONS INCORPORATED

The Terms and Conditions executed by the parties concurrently with this Grant are incorporated by reference and are binding on Operator and its successors and assigns as fully as if set forth herein. Copies are available from District's General Manager on request. The Terms and Conditions may be amended by written agreement of the parties without amendment or re-recording of this Grant, provided no such amendment shall diminish District's rights under Sections 2, 5, 6, 7, or 8 of this Grant. **In the event of any conflict, this Grant controls.**

10. NO WARRANTY OF TITLE; AS IS; NO PRESCRIPTIVE RIGHTS

- 10.1 District represents only that, to the actual knowledge of its General Manager, District holds record title to the District Property. **District makes no warranty of title, no covenant of quiet or peaceable enjoyment, and no representation as to the condition, suitability, or fitness of the Easement Area for Operator's purposes.** The easement is granted **AS IS, WHERE IS, WITH ALL FAULTS**, subject to all covenants, conditions, restrictions, reservations, rights, rights-of-way, and easements of record, all rights of existing occupants and users, and all applicable laws. Operator has conducted, or waived, its own investigation and title review.
- 10.2 Neither Operator nor any predecessor has acquired or holds any prescriptive, adverse, implied, or other right in the District Property outside this Grant, and Operator, for itself and its successors, waives and releases any such claim. Any prior presence of Operator's facilities on the District Property was permissive and revocable, and this Grant is not a ratification of any prior unauthorized encroachment.

11. ASSIGNMENT

Operator shall not assign, transfer, encumber, hypothecate, or otherwise convey this Grant or any interest herein, whether voluntarily, involuntarily, by operation of law, or by change of control, without District's prior written consent, which shall not be unreasonably withheld if the proposed assignee holds the franchise or other authorization required to provide service in the area, has financial capacity and insurance at least equivalent to Operator's, and delivers a written assumption of all obligations. Operator shall give District not less than [thirty (30)] days' written notice of any proposed assignment. No assignment releases Operator from liability accruing before its effective date absent District's express written release. Any purported assignment in violation of this Section is void and constitutes a default.

12. GENERAL

- 12.1 **Runs With the Land.** Subject to Section 11, the covenants herein run with the land and bind and benefit the parties' successors and assigns.
- 12.2 **Recordation.** Operator shall record this Grant, fully executed and acknowledged, with approved Exhibits A and B, within [fifteen (15)] days after satisfaction of the conditions precedent, shall pay all recording costs and applicable taxes, and shall deliver a conformed copy to District within [ten (10)] days after recordation. Operator shall not record this Grant before District's written approval of the final exhibits.
- 12.3 **Amendment; Entire Agreement.** This Grant may be amended only by written instrument executed by both parties and, as to District, authorized by its Board of Directors. This Grant and the Terms and Conditions contain the entire agreement of the parties as to their subject matter and supersede all prior negotiations, representations, drafts, and agreements, including any form of easement previously circulated by Operator.
- 12.4 **No Waiver; Severability.** No delay or failure to enforce is a waiver; no waiver is effective unless in writing and signed. District's review, approval, or inspection is not a waiver of any requirement. If any provision is held invalid, the remainder continues in effect, provided that if the invalidated provision is Section 2.3, 5, 6, 7.3, 8, or 10, District may terminate this Grant on written notice.
- 12.5 **Governing Law; Venue; Fees.** California law governs. Venue is exclusively in the Superior Court of California, County of San Bernardino. In any action to enforce or interpret this Grant, the prevailing party shall recover its reasonable attorney, expert, and consultant fees and costs, including on appeal and in enforcing any judgment.

12.6 Interpretation. This Grant shall not be construed against the drafting party. Headings are for convenience only. "Including" means "including without limitation." Grants of rights to Operator shall be construed narrowly and reservations of rights to District broadly. There are no third-party beneficiaries, including the school district, any adjoining owner, or any developer. Nothing herein creates any partnership, joint venture, or agency relationship. Time is of the essence.

12.7 Notices. Notices shall be in writing and delivered personally, by overnight courier, or by certified mail, return receipt requested, to District at 4176 Warbler Road, Phelan, California 92371, Attn: General Manager, with a copy to Miliband Water Law, Attn: Wes Miliband, wes.miliband@mwaterlaw.com; and to Operator at [address], Attn: [____], with a copy to [Charter Communications, 12405 Powerscourt Drive, St. Louis, Missouri 63131, Attn: Legal Operations]. Either party may change its address by written notice.

12.8 Authority; Counterparts. Each signatory represents that he or she is authorized to execute this Grant and bind the party on whose behalf he or she signs. This Grant may be executed in counterparts, each an original; signatures must be original and acknowledged for recordation.

13. EXHIBITS

This Grant shall not be executed until Exhibits A and B are complete and approved in writing by District.

- **Exhibit A** — Legal Description of Easement Area (corrected, stamped by a California Professional Land Surveyor)
- **Exhibit B** — Plat of Easement Area, showing the Pipeline, vaults, enclosure, designated access route, and existing facilities to be removed

IN WITNESS WHEREOF, the parties have executed this Grant as of the Effective Date.

DISTRICT:

PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT

By: _____

Print Name: _____

Title: _____

OPERATOR — accepting this Grant and agreeing to be bound by it and by the Terms and Conditions:

[EXACT LEGAL NAME OF CHARTER CONTRACTING ENTITY]

By: _____

Print Name: _____

Title: _____

Signatures of both parties must be acknowledged before a notary public. Attach a California all-purpose acknowledgment (Civil Code section 1189) for each signatory.

TERMS AND CONDITIONS

Underground Communications Facilities Easement — 4250 Warbler Road, Phelan, California Incorporated by reference into the Grant of Easement between the Phelan Piñon Hills Community Services District and [Exact Legal Name of Charter Contracting Entity]

These Terms and Conditions ("Terms") are executed as of [____], 20[___] by the **PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT** ("District") and **[EXACT LEGAL NAME OF CHARTER CONTRACTING ENTITY]** ("Operator") concurrently with, and are incorporated by reference into, the Grant of Easement of even date (the "Grant"). Capitalized terms not defined here have the meanings given in the Grant. **In the event of any conflict between these Terms and the Grant, the Grant controls.** These Terms are not recorded and may be amended by written agreement of the parties without re-recording of the Grant, provided no amendment shall diminish District's rights under Sections 2, 5, 6, 7, or 8 of the Grant.

1. DEFINITIONS

- 1.1 **"Approved Plans"** means the plans, specifications, trench sections, and details for the Facilities approved in writing by District under Section 3, including the Pipeline crossing detail (Exhibit E).
- 1.2 **"Emergency"** means a sudden, unexpected occurrence posing a clear and imminent danger to life, health, property, or the continuity of Operator's service.
- 1.3 **"Hazardous Material"** means any substance regulated as hazardous, toxic, or a pollutant under applicable law, including petroleum and petroleum products, asbestos, and per- and polyfluoroalkyl substances (PFAS).
- 1.4 **"Indemnitees"** has the meaning given in Section 8 of the Grant.

2. CONDITIONS PRECEDENT

The easement shall not vest and Operator shall have no right of entry upon the District Property until each of the following is satisfied:

- 2.1 **Corrected Exhibits.** Exhibits A and B have been revised by a California Professional Land Surveyor, approved in writing by District, and attached to the Grant, and in particular: (a) the southerly course reads 163.66 feet rather than 169.66 feet, or is otherwise restated so the total distance from the parallel line is 169.66 feet and the point of termination lies at the north line of Sunrise Boulevard as shown on Tract Map No. 15454 (M.B. 289, pages 94–95); (b) the terminating line is correctly identified as the east line of the Northwest Quarter **of the Northwest Quarter** of Section 24, in both the course description and the sidelines clause; (c) the caption is limited to the aliquot part actually burdened; (d) the assessor's parcel number is conformed throughout; (e) the Pipeline is located in the field and shown in plan; and (f) the vaults, enclosure, designated access route, and existing facilities to be removed are shown.
- 2.2 **Adjoining Parcel Rights.** Operator has delivered written evidence, reasonably satisfactory to District, that Operator has obtained all rights necessary from the owners of Assessor's Parcel Nos. 3066-251-10 and 3066-251-11, or has revised its alignment so no such rights are required.
- 2.3 **Title.** District has confirmed its fee ownership of the District Property.
- 2.4 **Board Approval; CEQA.** District's Board of Directors has made its determination under the California Environmental Quality Act by Resolution No. 2026-[____] and has approved the Grant by

Resolution No. 2026-[____], and Operator has satisfied each environmental condition imposed by Resolution No. 2026-[____] and by Section 9 of these Terms.

2.5 Entity and Authority. Operator has delivered evidence of its correct legal name, its franchise or other authorization to provide communications services in the affected area, and the authority of its signatory.

2.6 Payments. Operator has paid the consideration under Section 4 of the Grant and the deposit under Section 14 of these Terms.

2.7 Insurance and Security. Operator has delivered the insurance certificates and endorsements required by Section 11 and the security required by Section 12.

2.8 Plans and Permits. District has approved the Plans under Section 3, District has issued the encroachment permit under Section 3.3, and Operator has obtained all permits and environmental authorizations required under Section 9.

2.9 Recordation. The Grant has been fully executed, acknowledged, and recorded.

3. PLANS; PERMITS

3.1 Plan Approval. Before any entry or construction, Operator shall submit complete plans, specifications, trench sections, and details for the Facilities, including depth of cover, the Pipeline crossing detail, vault and enclosure details, and the method of removing Operator's existing facilities. District may approve, conditionally approve, or disapprove. District's review is for the protection of District facilities and District interests only, is not a representation as to the adequacy, safety, or fitness of the design, and does not relieve Operator of any responsibility.

3.2 Permits. Operator shall obtain and maintain at its sole cost all permits and approvals required for the Facilities, including any County of San Bernardino encroachment permit and any grading or building permits.

3.3 District Encroachment Permit. In addition to the Grant and these Terms, Operator shall obtain and comply with a District encroachment permit for all construction and for all subsequent maintenance, repair, replacement, or removal work within the Easement Area. This requirement is independent of and survives the Grant.

4. CONSTRUCTION; PROTECTION OF DISTRICT FACILITIES

4.1 Protection of District Facilities. Operator shall, at its sole cost: (a) notify the regional notification center and District not less than [ten (10)] working days before commencing work; (b) hand pothole to positively locate the Pipeline and all other District facilities within [ten (10)] feet of any excavation; (c) maintain minimum clearances of not less than [____] inches vertical and [____] feet horizontal from District facilities, or as shown on Exhibit E; (d) install the Facilities within a [steel casing / approved sleeve] at each crossing of a District facility; (e) provide shoring and support so no District facility is undermined, surcharged, or laterally displaced; (f) place no spoils, materials, or equipment over any District facility; (g) maintain a minimum depth of cover of [thirty-six (36)] inches over the Facilities; and (h) comply with District's standard specifications and details (Exhibit D), as amended from time to time.

4.2 Inspection. District may inspect all work at any time, and Operator shall pay District's actual inspection costs under Section 14. **Operator shall not backfill any excavation within [ten (10)] feet of a District facility until District has inspected and approved the installation.**

4.3 Manner of Work. All work shall be performed in a good and workmanlike manner by properly licensed contractors, in compliance with all applicable laws, and so as to minimize interference

with District operations, school operations, and adjoining owners. Operator shall implement dust control, erosion and sediment control, and stormwater controls as required by law.

- 4.4 **Working Hours; School Coordination.** Except in an Emergency, work shall be limited to [7:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays]. Because the Easement Area lies in proximity to Phelan Elementary School, Operator shall coordinate its schedule, staging, access, and traffic and pedestrian control with District and with the school district, and shall comply with all applicable requirements governing contractor personnel working on or adjacent to school grounds, including Education Code sections 45125.1 and 45125.2 to the extent applicable.
- 4.5 **Removal of Existing Facilities.** Operator shall remove its existing underground coaxial and fiber optic facilities as shown on the Approved Plans, at its sole cost, and shall not abandon them in place on the District Property.
- 4.6 **As-Builts.** Within [thirty (30)] days after completion, Operator shall deliver record drawings and a surveyed depiction of the Facilities as actually installed. If the Facilities deviate from the Approved Plans, District may require correction at Operator's sole cost or, at District's election, an amendment to Exhibits A and B at Operator's sole cost.
- 4.7 **Construction Schedule.** Operator shall commence construction within [one hundred eighty (180)] days after satisfaction of the conditions precedent and complete construction, including restoration, within [ninety (90)] days after commencement. If Operator fails to do so, District may terminate the Grant by written notice, whereupon the easement shall terminate and Operator shall deliver a quitclaim under Section 7.4 of the Grant.

5. ACCESS

- 5.1 **Limited Access.** Operator's right of ingress and egress is limited to the Easement Area and the designated access route shown on Exhibit B, using existing improved roads where available. Operator has no right of access over any other portion of the District Property.
- 5.2 **Notice.** Except in an Emergency, Operator shall give District not less than [five (5)] business days' advance written notice before entry and shall enter only during the hours specified in Section 4.4.
- 5.3 **Emergency Entry.** In an Emergency, Operator may enter without prior notice but shall notify District at [24-hour operations telephone number] as soon as practicable and in no event later than [two (2)] hours after entry, shall limit work to that necessary to abate the Emergency, and shall comply with Sections 3, 4, and 5 for any permanent repair.
- 5.4 **Site Rules.** Operator and its contractors shall comply with District's site rules, gate and lock protocols, and security requirements, and shall not alter, replace, or prop open any gate or lock without District's written consent.

6. RESTORATION; MAINTENANCE; DAMAGE

- 6.1 **Restoration.** Operator shall, at its sole cost and to District's reasonable satisfaction, restore the District Property and all improvements, surfaces, native vegetation, fencing, paving, drainage, and District facilities disturbed, altered, or damaged by Operator's activities to a condition equal to or better than that existing immediately before Operator's entry, within [thirty (30)] days after completion of the work.
- 6.2 **Operator Maintenance.** Operator shall maintain the Facilities in good, safe, and operable condition at its sole cost and shall keep the Easement Area free of debris and hazards.
- 6.3 **Damage to District Facilities.** Operator shall be responsible for, and shall promptly repair or reimburse District for, any damage to the Pipeline, any other District facility, or any other District

property caused directly or indirectly by Operator, its contractors or agents, or by the presence, installation, operation, maintenance, or removal of the Facilities, together with all resulting costs including water loss, service interruption, emergency response, regulatory reporting, and third-party claims.

6.4 District Self-Help. If Operator fails to restore or repair as required, District may, after [ten (10)] days' written notice, perform the work, and Operator shall reimburse District's actual costs plus [fifteen percent (15%)] administrative overhead within [thirty (30)] days of invoice. District may draw on the security under Section 12 for this purpose.

6.5 No District Duty. District has no obligation to maintain, protect, mark, locate, or repair the Facilities, and no liability for damage to the Facilities arising from District's use of the District Property or operation of its water facilities, excepting gross negligence or willful misconduct.

7. RELOCATION PROCEDURE

This Section implements Section 6 of the Grant and does not limit it. District's notice shall identify the affected Facilities and the required accommodation. Operator shall submit revised plans for District approval under Section 3 within [thirty (30)] days after notice and shall complete the work within the period stated in Section 6 of the Grant. All work is subject to Sections 3 through 6 of these Terms. Operator shall bear all costs, including survey, plan preparation, permitting, construction, restoration, and amendment and recordation of revised exhibits.

8. HAZARDOUS MATERIALS

8.1 Prohibition; Notice. Operator shall not use, store, generate, transport, release, or dispose of any Hazardous Material on or from the District Property, except de minimis quantities of fuels and lubricants customarily used in construction, handled in compliance with law. Operator shall immediately notify District of any release or discovery of any Hazardous Material within the Easement Area.

8.2 Indemnity. Operator shall indemnify, defend, and hold harmless Indemnitees from and against all claims, liabilities, losses, damages, penalties, fines, response and remediation costs, and attorney and consultant fees arising from any Hazardous Material brought upon, released, or exacerbated on the District Property by Operator, its contractors, or agents, or arising from the Facilities. This indemnity survives termination.

9. COMPLIANCE WITH LAWS; ENVIRONMENTAL

9.1 Compliance. Operator shall comply at its sole cost with all applicable federal, state, and local laws, regulations, permits, and orders.

9.2 Environmental Authorizations. Operator shall be solely responsible for obtaining, complying with, and bearing all costs of any authorization required under the Western Joshua Tree Conservation Act, including any census and incidental take permit; the California Endangered Species Act and the federal Endangered Species Act, including with respect to desert tortoise and Mohave ground squirrel; and Fish and Game Code sections 3503 and 3503.5 and the Migratory Bird Treaty Act with respect to nesting birds. Operator shall deliver copies of all such authorizations to District before entry and shall implement all avoidance, minimization, and mitigation measures at its sole cost.

9.3 CEQA Cooperation. Operator shall provide all project information reasonably requested by District to support District's environmental determination and shall reimburse District's costs of preparing and filing any environmental document or notice.

9.4 Mitigation Measures Carried Forward. The District Property was analyzed in the Initial Study and Mitigated Negative Declaration adopted by the County of San Bernardino, as lead agency, for the Phelan Community Park (County File No. PROJ-2022-00184, State Clearinghouse No. 2023080701). Operator shall comply, at its sole cost, with each mitigation measure adopted in the County's Mitigation Monitoring and Reporting Program that applies to ground disturbance on the District Property, including Mitigation Measure BIO-1 (worker environmental awareness program), BIO-2 (nesting bird surveys, nesting bird plan, and buffers), BIO-3 (preconstruction burrowing owl and desert tortoise surveys not less than thirty (30) days before new ground disturbance, conducted by a qualified biologist, with authority to halt work), BIO-5 (western Joshua tree avoidance and minimization measures addressing invasive species, fugitive dust, and erosion), CR-1 and CR-2 (halt work and evaluation upon inadvertent discovery of archaeological, historic, or tribal cultural resources), TRC-1 (notification of and coordination with the Yuhaaviatam of San Manuel Nation), and GEO-1 (evaluation upon inadvertent discovery of paleontological resources). Operator shall deliver documentation of compliance to District before entry and upon completion, and shall bear all costs of monitoring and reporting attributable to its activities.

9.5 Operator's Separate Joshua Tree Authorization. Operator acknowledges that District's incidental take authorization under the Western Joshua Tree Conservation Act and the California Endangered Species Act fee identified in Mitigation Measure BIO-9 were obtained for District's park project and **do not authorize any take by Operator**. Before entry, Operator shall deliver to District either its own authorization under the Western Joshua Tree Conservation Act covering all western Joshua trees it may remove, relocate, or disturb, together with a current census of trees within and adjacent to the Easement Area, or written confirmation from the Department of Fish and Wildlife that no separate authorization is required. Operator shall pay all associated fees and mitigation costs.

9.6 Joshua Tree Preservation Area. Operator shall not enter, stage, store materials, park equipment, trench, or otherwise disturb any portion of the Joshua tree preservation area established under the Mitigation Monitoring and Reporting Program, in which relocated western Joshua trees are to remain in perpetuity in an area approved by the Department of Fish and Wildlife, and shall demonstrate to District's satisfaction before entry that its alignment, access route, and staging areas lie outside that area.

9.7 Federally Assisted Adjoining Parcel. If any portion of Operator's alignment, access, or staging is or becomes located on Assessor's Parcel No. 3066-261-10, the parcel addressed in the Environmental Assessment prepared by the Federal Emergency Management Agency for the Emergency Operations and Backup Dispatch Center, Operator shall not enter until District has confirmed in writing that all applicable federal environmental, historic preservation, and grant real property requirements, including 2 C.F.R. section 200.311, have been satisfied.

9.8 Prevailing Wage. District provides no funds for and receives no construction from Operator's project. Operator shall determine and satisfy its own obligations, if any, under Labor Code section 1720 et seq., and shall indemnify Indemnitees against any claim, penalty, or assessment arising from Operator's failure to do so.

10. LIENS; TAXES

10.1 Liens. Operator shall keep the District Property free of all mechanics liens, stop payment notices, and other liens arising from Operator's activities and shall remove or bond around any such lien within [twenty (20)] days after notice. District may post and record a notice of nonresponsibility

under Civil Code section 8444, and Operator shall provide the information necessary for District to do so.

- 10.2 Taxes; Possessory Interest.** Operator shall pay before delinquency all taxes, assessments, fees, and charges levied upon the Facilities or upon Operator's interest. Operator acknowledges that the Grant may create a possessory interest subject to property taxation under Revenue and Taxation Code section 107 and that Operator may be responsible for any resulting tax. Nothing obligates District to pay any such tax.

11. INSURANCE

- 11.1 Required Coverages.** Operator shall procure and maintain at its sole cost, for the term of the easement and for all periods of construction, maintenance, or removal activity: (a) Commercial General Liability, occurrence form, not less than \$[2,000,000] per occurrence and \$[4,000,000] aggregate, including products and completed operations, contractual liability, and explosion, collapse, and underground hazards; (b) Automobile Liability not less than \$[2,000,000] combined single limit; (c) Workers' Compensation as required by law with Employer's Liability not less than \$[1,000,000] and a waiver of subrogation in favor of District; (d) Excess or Umbrella Liability not less than \$[5,000,000]; and (e) during construction, Contractor's Pollution Liability not less than \$[2,000,000].
- 11.2 Endorsements; Evidence.** Liability policies shall name Indemnitees as additional insureds, shall be primary and non-contributory as to any insurance or self-insurance maintained by District, shall include a separation of insureds provision, and shall not be cancelled or materially reduced except upon [thirty (30)] days' prior written notice to District. Operator shall deliver certificates and endorsements before entry and upon each renewal. Insurers shall be admitted in California with an A.M. Best rating of not less than A-:VII unless otherwise approved by District. Operator may satisfy these requirements through a program of self-insurance approved in writing by District. Operator shall require its contractors to carry substantially equivalent coverage naming Indemnitees as additional insureds.

12. SECURITY FOR PERFORMANCE

Before entry, Operator shall deliver security of \$[_____] in the form of a performance and payment bond issued by an admitted surety, an irrevocable letter of credit, or a cash deposit, securing Operator's construction, restoration, and removal obligations. The security shall remain in place until District's written acceptance of restoration under Section 6.1. District may draw on the security to cure any default, and Operator shall replenish it within [ten (10)] days after any draw.

13. DEFAULT AND REMEDIES

- 13.1 Default.** Operator is in default upon (a) failure to pay any amount when due continuing [ten (10)] days after notice; (b) failure to perform any other obligation continuing [thirty (30)] days after notice, provided that if the failure creates or threatens a risk to District facilities, public health and safety, or water service, the cure period is [twenty-four (24)] hours or such shorter period as circumstances require; or (c) failure to maintain the insurance or security required herein.
- 13.2 Remedies.** Upon default District may, in addition to all remedies at law or in equity, (a) terminate the Grant and the easement by written notice; (b) cure the default at Operator's cost, reimbursable within [thirty (30)] days of invoice with interest at [ten percent (10%)] per annum; (c) draw on the security under Section 12; and (d) suspend Operator's right of entry pending cure. District's remedies are cumulative.

14. COST REIMBURSEMENT

14.1 **Deposit.** Concurrently with execution, Operator shall deposit \$[] with District, against which District shall bill its actual costs — legal, engineering, survey and title review, environmental, staff, and inspection — plus District's standard overhead rate, incurred in connection with the review, negotiation, approval, environmental processing, recordation, inspection, and administration of the Grant and these Terms.

14.2 **Replenishment; Refund; Independence.** Operator shall replenish the deposit within [fifteen (15)] days after notice that the balance has fallen below [twenty-five percent (25%)] of the original amount. District shall refund any unexpended balance, without interest, within [sixty (60)] days after District's acceptance of restoration under Section 6.1. Operator's obligation to reimburse District's costs is independent of and not limited by the deposit amount.

15. MISCELLANEOUS

15.1 **Survival.** Sections 6, 8, 9.4 through 9.8, 10, 13, and 14 survive expiration or termination of the Grant.

15.2 **Force Majeure.** Neither party is liable for delay caused by events beyond its reasonable control, excluding any payment obligation and excluding Operator's obligations under Section 6 of the Grant and Section 7 of these Terms for more than [thirty (30)] days.

15.3 **Assignment.** These Terms may not be assigned separately from the Grant, and any assignment of the Grant is subject to Section 11 of the Grant.

15.4 **Amendment.** These Terms may be amended only by written instrument executed by both parties and, as to District, authorized as required by District policy.

15.5 **Governing Law; Fees; Interpretation.** Sections 12.5 and 12.6 of the Grant apply to these Terms.

16. EXHIBITS

These Terms shall not be executed until Exhibits C and E are complete and approved in writing by District.

- **Exhibit C** — Approved Plans and Specifications
- **Exhibit D** — District Standard Specifications and Details
- **Exhibit E** — Pipeline Crossing Detail

IN WITNESS WHEREOF, the parties have executed these Terms as of the date first written above.

DISTRICT:

PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT

By: _____

Print Name: _____

Title: _____

OPERATOR:

[EXACT LEGAL NAME OF CHARTER CONTRACTING ENTITY]

By: _____

Print Name: _____

Title: _____

Agenda Item 6c

Update on District Projects

MEMORANDUM

DATE: September 23, 2026

TO: Board of Directors

FROM: Don Bartz, General Manager
By: Jennifer Oakes, Parks Manager/Board Clerk

SUBJECT: Update on District Projects

STAFF RECOMMENDATION

None

BACKGROUND

Staff will update the Board on the current PPHCSD Projects.

FISCAL IMPACT

None

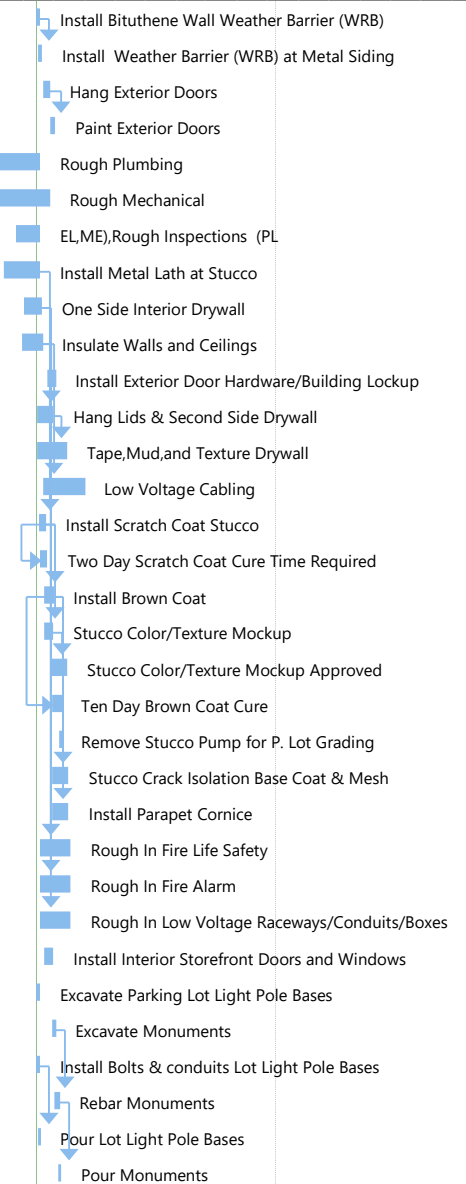
ATTACHMENT(S)

None

Phelan Piñon Hills CSD - Civic Center Community Center Project

Three Week Look Ahead Schedule 9/15/2026

	Task Name	Physi	Duration	Start	Finish	M	Ju	Ju	A	S	O	N	D	Ja	F	M	A	M	Ju	Ju	A	S	O	N
81	Install Bituthene Wall Weather Barrier (WRB)	0%	2 days	Mon Sep 14	Tue Sep 15																			
82	Install Weather Barrier (WRB) at Metal Siding	0%	2 days	Wed Sep 16	Thu Sep 17																			
89	Hang Exterior Doors	0%	5 days	Mon Sep 21	Fri Sep 25																			
90	Paint Exterior Doors	0%	3 days	Mon Sep 28	Wed Sep 30																			
95	Rough Plumbing	75%	77 days	Mon Jun 1	Tue Sep 15																			
97	Rough Mechanical	75%	65 days	Mon Jun 29	Fri Sep 25																			
98	Rough Inspections (PL, EL, ME)Office Area	75%	16 days	Tue Aug 25	Tue Sep 15																			
99	Install Metal Lath at Stucco	100%	24 days	Thu Aug 13	Tue Sep 15																			
100	One Side Interior Drywall	75%	12 days	Wed Sep 2	Thu Sep 17																			
102	Insulate Walls and Ceilings	50%	15 days	Mon Aug 31	Fri Sep 18																			
104	Install Exterior Door Hardware/Building Lockup	0%	5 days	Fri Sep 25	Thu Oct 1																			
106	Hang Lids & Second Side Drywall	0%	10 days	Tue Sep 15	Mon Sep 28																			
107	Tape, Mud, and Texture Drywall	0%	20 days	Tue Sep 15	Mon Oct 12																			
108	Low Voltage Cabling	0%	30 days	Mon Sep 21	Fri Oct 30																			
110	Install Scratch Coat Stucco	0%	3 days	Thu Sep 17	Mon Sep 21																			
111	Scratch Coat Cure – By Area	0%	3 days	Fri Sep 18	Tue Sep 22																			
112	Install Brown Coat	0%	6 days	Tue Sep 22	Tue Sep 29																			
113	Stucco Color/Texture Mockup	0%	5 days	Tue Sep 22	Mon Sep 28																			
114	Stucco Color/Texture Mockup Approved	0%	10 days	Tue Sep 29	Mon Oct 12																			
115	Ten Day Brown Coat Cure	0%	6 days	Wed Sep 30	Thu Oct 8																			
116	Remove Stucco Pump for P. Lot Grading	0%	1 day	Wed Oct 7	Wed Oct 7																			
117	Stucco Crack Isolation Base Coat & Mesh	0%	10 days	Wed Sep 30	Tue Oct 13																			
118	Install Parapet Cornice	0%	10 days	Wed Sep 30	Tue Oct 13																			
126	Rough In Fire Life Safety	0%	20 days	Fri Sep 18	Thu Oct 15																			
127	Rough In Fire Alarm	0%	20 days	Fri Sep 18	Thu Oct 15																			
128	Rough In Low Voltage Raceways/Conduits/Boxes	0%	20 days	Fri Sep 18	Thu Oct 15																			
129	Install Interior Storefront Doors and Windows	0%	5 days	Tue Sep 22	Mon Sep 28																			
179	Excavate Parking Lot Light Pole Bases	100%	2 days	Mon Sep 14	Tue Sep 15																			
180	Excavate Monuments	0%	2 days	Wed Sep 30	Thu Oct 1																			
182	Install Bolts & conduits Lot Light Pole Bases	100%	2 days	Mon Sep 14	Tue Sep 15																			
183	Rebar Monuments	0%	2 days	Fri Oct 2	Mon Oct 5																			
184	Pour Lot Light Pole Bases	0%	1 day	Wed Sep 16	Wed Sep 16																			
185	Pour Monuments	0%	1 day	Tue Oct 6	Tue Oct 6																			

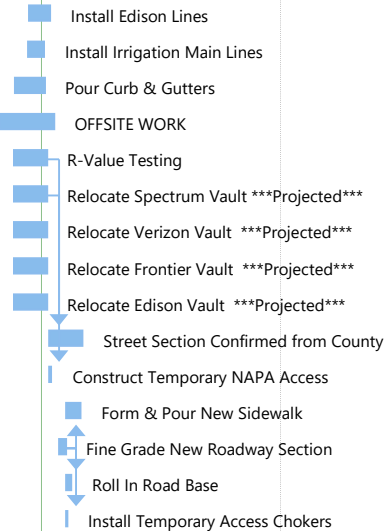


Mon Sep 14

Phelan Piñon Hills CSD - Civic Center Community Center Project

Construction Schedule 8/31/2026

	Task Name	Physi	Duration	Start	Finish	M	Ju	Ju	A	S	O	N	D	Ja	F	M	A	M	Ju	Ju	A	S	O	N
186	Install Edison Lines	0%	15 days	Tue Sep 1	Mon Sep 21																			
190	Install Irrigation Main Lines	0%	12 days	Mon Aug 31	Tue Sep 15																			
192	Pour Curb & Gutters	75%	22 days	Tue Aug 18	Wed Sep 16																			
208	OFFSITE WORK																							
210	R-Value Testing	50%	25 days	Mon Aug 17	Fri Sep 18																			
211	Relocate Spectrum Vault ***Projected***	0%	25 days	Mon Aug 17	Fri Sep 18																			
212	Relocate Verizon Vault ***Projected***	0%	25 days	Mon Aug 17	Fri Sep 18																			
214	Relocate Frontier Vault ***Projected***	0%	25 days	Mon Aug 17	Fri Sep 18																			
215	Relocate Edison Vault ***Projected***	0%	25 days	Mon Aug 17	Fri Sep 18																			
216	Street Section Confirmed from County	0%	25 days	Mon Sep 21	Fri Oct 23																			
220	Construct Temporary NAPA Access	100%	2 days	Mon Sep 21	Tue Sep 22																			
224	Form & Pour New Sidewalk	0%	10 days	Thu Oct 8	Wed Oct 21																			
227	Fine Grade New Roadway Section	0%	5 days	Thu Oct 1	Wed Oct 7																			
228	Roll In Road Base	0%	3 days	Thu Oct 8	Mon Oct 12																			
229	Install Temporary Access Chokers	0%	1 day	Thu Oct 8	Thu Oct 8																			



Mon Sep 14

Agenda Item 7

Committee Reports/Comments

Agenda Item 8

Staff and
General Manager's Report

Water Operations Manager's Report August 2026

Introduction

The District's water supply is over 2,000 years old according to a report from the United States Geological Survey (USGS). Our water supply is primarily from the Oeste aquifer, and partially from the Alto aquifer. The water is supplied to the District's distribution system through fifteen groundwater wells which have an average depth of approximately 1,000 feet. The District's water system also consists of 35 reservoirs with a combined capacity of approximately 11,500,000 gallons; 32 pressure reducing stations in 17 pressure zones; 69 booster pumps; and approximately 348 miles of water lines. The District currently serves over 7,469 metered accounts. The District's goal is to provide safe, reliable drinking water to our customers. As required, Sodium Hypochlorite is added to the water for disinfecting purposes; Running Annual Average (RAA) for 2026 was .86 mg/L.

Summary

The District's water distribution system is in compliance with the State Water Resources Control Board- Division of Drinking Water, The Environmental Protection Agency, the Safe Drinking Water Act, Cal OSHA, and all other governing agencies.

Current chlorine demand has remained low and steady due to routine maintenance and flushing. Chlorine demand is found by subtracting the chlorine residual from the total chlorine added to the water system. A low chlorine demand indicates water-free or nearly free of pathogenic microorganisms.

Water Quality Samples

The following is a summary of all water quality samples collected this month and any pertinent information related to said samples.

TEST TYPE	NO. OF COLLECTIONS THIS MONTH	TESTING SCHEDULE	NOTES
Raw water and Bac-t samples	56 samples	Monthly	All in compliance, Sampled Weekly
General physical samples	6 samples	Monthly	All in compliance, Sampled Weekly
TTHM/HAA5	0 samples sets	Quarterly	All in compliance.
Title 22	0 sample sets	TBD	All in Compliance.
Inorganics	0 samples	Yearly	All in compliance.
Radiological (Gross Alpha)	0 samples	Every 3 Years	All in compliance.
Per- and polyfluoroalkyl substances (PFAS) and perfluorooctane sulfonate (PFOS)	0 samples	3 Years by 2027	All in compliance.
Regulated VOC	0 samples	As needed	All in compliance.
Nitrate as N	0 samples	As needed	All in Compliance.
Chromium 6	0 samples	Quarterly	All in Compliance.
Secondary GP'S	0 samples	As needed	All in Compliance.
Lead & Copper	0 samples	Every 3 Years	All in Compliance

Production and Service Order Report

The following is a summary of the District's water production and service orders for the current month.

Total Monthly Production	318.858 A. F. (July Production)
2025 Monthly Production	310.893 A. F.
USA's Marked	274
Service Orders Completed	352 service orders completed
Main/Service Line Leaks	46 service line leaks were repaired. 0 Main line leak/ breaks repaired
Hydrant Repairs/Replacements	0 hydrants repaired/ 1 replaced/ 0 installed
Residential Meters Sold	6
Commercial Meters Sold	0
YTD Total Meters Sold (Calendar)	50 (60 in 2025) (64 in 2024) (56 in 2023) (86 in 2022) (95 in 2021)
Construction Meters Out	7
Service Lines Replaced	11

Job Code Summary

Job Code	Total Completed
C-Lock - Lock	99
C-Read & Unlock-Open - Read & Unlock - Opening	20
C-Read & Unlock-OC-DM - Read & Unlock - Opening-OC-DM	62
D-Closing Read & Lock - Closing Read & Lock DO NOT USE	0
D-Closing Read-OC-DM - Closing Read & Lock-OC-DM DO NOT USE	1
M- Investigate Lock - Verify Meter Still Locked	9
M- Verify Acct Class - Verify Account Class	0
M- Water Audit - Audit Water Usage	9
M-Backflow - Backflow Information	0
M-Cost Estimate Req - Cost Estimate Request	0
M-Data - Data Log	0
M-Bees- Bees	0
M-Investigate Leak - Investigate Leak	0
M-Investigate No Water - Investigate No Water	0
M-Lock No N/O Info - Meter Locked No New Owner Info	25
M-Low/No Consumption - Investigate Low/No Consumption	0
M-Meter Leaking - Meter Leaking	0
M-Meter UTL - Buried - Meter UTL - Buried	0
M-Pressure Ck Hi-Low - Pressure Check Hi-Low	0
M-R/R Angle Stop - Repair/ Replace Angle Stop	3
M-R/R Gate Valve - Repair/ Replace Gate Valve	2
M-Read - Read (do not update Read)	1
M-Repair Svc Line - Repair Service Line	46
M-Repair/Install Box - Meter Box	4

M-Replace Serv Line - Replace Service Line	11
M-Stake Meter Loc - Stake Meter Location	1
M-Status	4
M-Turn off-Cust Req - Turn off - Customer Request	2
M-LOCK – LOCK	20
M-UNLOCK – UNLOCK	27
M-Verify Leak Repair - Verify Leak Repaired	0
M-Water Loss Leak - Door Hanger Water Loss Leak	4
M-Water Quality Taste - Water Quality - Taste	0
M-Sensu Equipment Failure	0
S- Meter Downsize - Meter Downsizing	0
Service Change - Service Status Change	0
S-Manual Meter Swap Concord	0
S-MXU Change Out	2
Grand Totals	352

Summary of Current Projects- As of September 9, 2026

The following is a summary of all current and completed projects for the reported period

Current Projects

- Well Soundings at all wells are being completed monthly
- Well 14 Production for June .0015 AF, YTD 0.024 AF @ \$1,224 per AF replacement C/Y 2026
- Valves and Hydrants Maintenance: 15 hydrants flushed and painted YTD Total- 16
 - 2 hydrant replaced YTD Total- 10
 - 1 valve replaced YTD Total- 8
- Service line replacement program- 42 Replaced Calendar Year to Date, 14 Replaced Fiscal Year to Date
- Well and Booster maintenance- Oil changes & motor grease- 45% Complete
- Air-Vac maintenance & flushing program- 0 Flushed & Maintenance YTD-0 of 336
- Cla-Val (PRV'S) inspected/set to Model for water conservation measure- Bi-Annual- Completed July 2026
- Insertion Meters on Booster Station Effluent at site 5A – Completed – 4 additional sites scheduled
- Well #16- Site fenced, water main for well effluent installed, conductor casing installed, pilot hole to 1100' Total Depth, reamed to 1,140', casing & gravel pack installed, mechanical development completed, test pump & development completed, 32-hour continuous pump up to 900 GPM
 - 8' x 8' concrete pedestal & sole plate installation- sole plate, tubes & rebar- Installed
 - 200hp motor, pump, column, tube & shaft- on order
 - 400amp SCE switchgear and manual transfer switch- on order
 - SCE Electrical service- In progress with SCE Design
- Well #18- Site fenced, water main for well effluent installed, conductor casing installed, pilot hole to 1100', reamed to 1,100', casing & gravel pack installed, mechanical development completed
 - Development & test pumping- Completed
 - 3-Step test & continuous 26-hour test pump- Completed
 - Spinner survey and depth sampling- Completed
 - 8' x 8' concrete pedestal & sole plate installation- sole plate, tubes & rebar- Installed

Projects Completed

- PRV at Station #22 overhauled and replaced with the addition of isolation valves- 100% Complete
- Smithson Springs Reservoirs 1 & 2 inspection, cleaned with divers- 100 % Complete
- Tank washouts of Site W10, 7A-1, 2-1, 2-2 (Contract Scope is 10 per year) Remaining Washouts Pending

- Reservoir 10-1, 10-2, 1A-1,2B, 2-1, 2-2 Exteriors painted in-house by staff- 100% Complete
- Vegetation is being mitigated and disposed of on all Water Operations Facilities- Ongoing
- Insertion Meters on Booster Station Effluent at sites 1A, 2A, 3A, 5A, 1B, 2B, 3C, 1C, 2C, 3C - 100% Complete
- 317 Dead ends flushed of 317 = every year no matter what < No goal, this is mandatory
- Electrical Efficiency test performed at all boosters and wells within the District- 100%
- 0 Valves Turned this month as part of the district Valve Exercising Program, 155 Year to Date Turned of 4291
- 1936 hydrants = 79 flushed this Year to Date 54 Painted Goal is 968 annually, this is done Bi-Annual
- Civic Center water main- 800 feet installed, 5 valve & tee setups, one fire hydrant relocated, 4-meter services installed, Gas service installed- 100% Complete
- Site 1C SCE 600amp service panel and transfer switch replacement- 100% Complete
- Storm damage at Sheep Creek Wash Crossing repair (4 Crossings)- 100% Complete
 - Trinity Rd crossing 612' of 8" line replaced, 1 fire hydrant installed / 1 replaced, 6 gate valves installed, chlorinated, flushed and bac-t sampled- completed
 - Calaveras Rd crossing 454' of 8" line replaced, 2 fire hydrants installed, 6 gate valves installed, chlorinated, flushed and bac-t sampled- completed
 - Smoke Tree Rd crossing 360' of 8" line replaced, 1 fire hydrant installed / 1 replaced, 3 gate valves installed, chlorinated, flushed and bac-t sampled- completed
 - Del Rosa Rd crossing 280' of 8" line replaced, 1 fire hydrant installed / 1 replaced, 6 gate valves installed, chlorinated, flushed and bac-t sample- completed

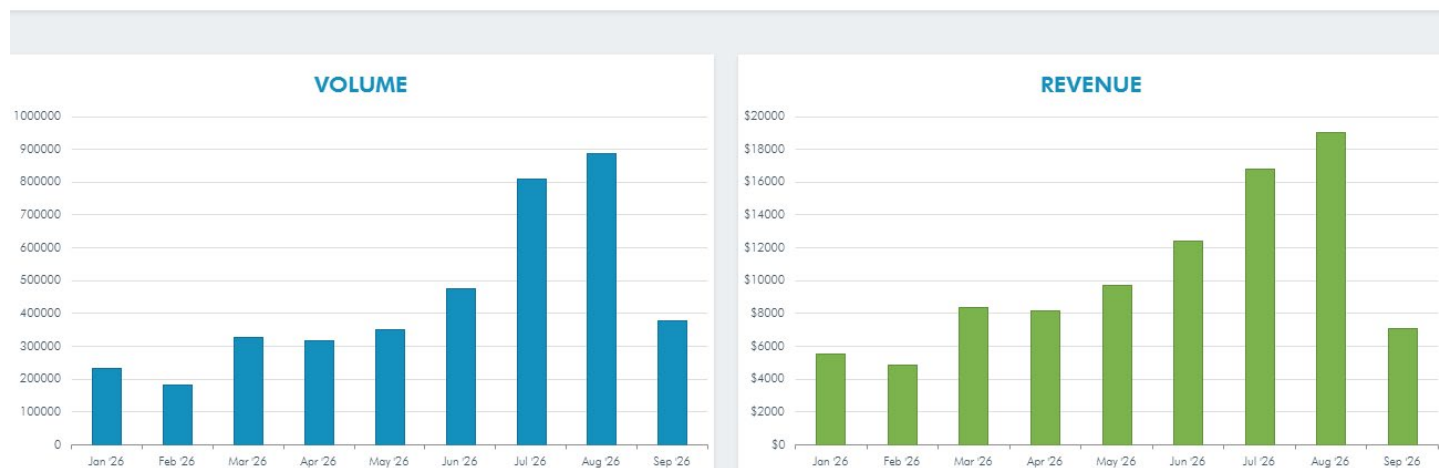
Community Fill Station YTD 2026 Statistics

TOTAL ACCUMULATED VOLUME

3,961,343 Gallons

TOTAL ACCUMULATED REVENUE

\$92,021.76





Phelan Piñon Hills Community Services District

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

Finance Supervisor's Report

August 2026

FINANCIAL DATA:

Enterprise Fund (Water Operations)				
	August	YTD	Total Budget	% of Total Budget
Operational Revenue	\$1,129,600.80	\$2,323,563.94	\$10,818,787.34	21%
Operational Expenses	\$579,972.75	\$1,185,253.35	\$10,377,363.68	11%
Net Income (Loss)	\$549,628.05	\$1,138,310.59	\$441,423.66	258%
Non-Operational Revenue	\$253,497.98	\$584,582.83	\$2,452,852.69	24%
Non-Operational Expenses	\$68.30	\$31,233.71	\$1,318,483.37	2%
Net Income (Loss)	\$253,429.68	\$553,349.12	\$1,134,369.32	49%
Total Revenue	\$1,383,098.78	\$2,908,146.77	\$13,271,640.03	22%
Total Expense	\$580,041.05	\$1,216,487.06	\$11,695,847.05	10%
Total Net Income (Loss)	\$803,057.73	\$1,691,659.71	\$1,575,792.98	107%

Capital Outlay/Principal Pmts/C6 \$546,934.51 \$2,555,669.35

Government Funds (Parks, Street Lighting, Solid Waste & Recycling)				
	August	YTD	Total Budget	% of Total Budget
Operational Revenue	\$12,993.65	\$28,343.30	\$593,471.73	5%
Operational Expenses	\$64,881.02	\$128,285.92	\$1,083,945.91	12%
Net Income (Loss)	-\$51,887.37	-\$99,942.62	-\$490,474.18	20%
Non-Operational Revenue	\$49,345.19	\$97,147.16	\$2,665,187.86	4%
Non-Operational Expenses	\$58.45	-\$124.33	\$7,044.26	-2%
Net Income (Loss)	\$49,286.74	\$97,271.49	\$2,658,143.60	4%
Total Revenue	\$62,338.84	\$125,490.46	\$3,258,659.59	4%
Total Expense	\$64,939.47	\$128,161.59	\$1,090,990.17	12%
Total Net Income (Loss)	-\$2,600.63	-\$2,671.13	\$2,167,669.42	0%

GOVERNMENT FUNDS:	General	Parks and Rec	Street Lighting	Property Tax	Solid Waste	Total
Revenue YTD	78,154.25	44,994.53	166.18	1,604.35	571.15	125,490.46
Expense YTD	643.68	123,444.27	93.29	-656.49	4,636.84	128,161.59
Total Net Income (Loss)	77,510.57	-78,449.74	72.89	2,260.84	-4,065.69	-2,671.13

	Enterprise	Government	Total
Cash Available	\$2,299,240.92	\$14,371,710.08	\$16,670,951.00
Cash Reserves	\$15,120,927.64	\$616,123.00	\$15,737,050.64
Total Cash	\$17,420,168.56	\$14,987,833.08	\$32,408,001.64

ADMINISTRATIVE DATA: August 2026

Water Consumption (HCF):	May	June	July	August
2026	92,493	102,721	130,432	Unavailable
2025	88,546	108,389	135,694	111,451
2024	93,403	108,925	153,316	108,332
Meters In Ground:	May	June	July	August
	7451	7460	7464	7474
Meter Permits Issued:	May	June	July	August
	5	6	11	6
Lock-offs:	May	June	July	August
	100	106	103	98

Customer Service A/R Activities	August Quantity		August \$ Received	
Payments				
Cash	565	8.54%	\$117,311.16	8.69%
Check	448	6.77%	\$280,745.32	20.80%
Credit Card (counter)	217	3.28%	\$62,122.48	4.60%
Mail (checks)	457	6.91%	\$66,184.31	4.90%
E-Check	579	8.76%	\$84,804.01	6.28%
Autodraft	752	11.37%	\$111,359.42	8.25%
Online (credit card)	3,595	54.36%	\$627,015.10	46.46%
TOTAL	6,613	100.00%	\$1,349,541.80	100.00%

Payments Received and Processed	August Quantity	Enterprise	Government
Water	6,598	6,598	
Gvmt (Rentals, Classes, Franchise fee, et	15		15
	6,613	6,598 99.8%	15 0.2%

Customer Service Other Activities	August Quantity	Enterprise	Government
Service Orders Processed	329	329	
Assisted Customers at Counter	1,230	1,215 98.8%	15 1.2%
	1,559	1,544	15

Agenda Item 9

Director Reports

Agenda Item 10

Correspondence/Information

Learn How To:

Use Your Meter in an Emergency

What would you do if you had an emergency repair or leak at your house? Do you know where your meter is and how to shut it off? Use this helpful guide to do just that.

- Know Your Meter's Location

Water meters are enclosed inside a water meter box outside your home. These boxes can be concrete or green plastic. You will find them either located by the street at the front of your property or possibly on the next street or behind your property. Contact the District for the exact location of your meter.

- Open the Meter Box

Use a large screwdriver to lift up the meter box lid to flip the meter lid open. Be cautious of critters and insects that could potentially be inside the box.

- Turn the Meter Off

Inside the meter box there will either be a gate valve that should be turned clockwise to shut off water or a ball valve handle that should be turned at a right angle to shut off water. Do not force the valve. If you are unsure about the location of the shut off valve, or if you cannot turn or access the shut off valve, contact us for assistance. We are happy to help!



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

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



Does Your Bill Keep Getting Lost in the Mail?

Skip the Post Office. Get Your Bill Delivered to Your Inbox.



With e-bills, your monthly statement goes straight to your email — no waiting, no mailbox problems, and no missed bills.

Why Sign Up for E-Bills?



Fast and convenient



More secure than mailed bills



Access your bill anywhere



Reduce paper clutter



Make the Switch Today

To sign up for e-billing, call
(760) 868-1212 or email
customerservice@pphcsd.org
for help.



Insurance/ Cost

Uninsured and underinsured patients are welcome. We have programs that may cover rendered services at no cost, or a discounted cost based on the individual financial situation. If you do not qualify for any financial programs, you would be responsible for payment. Not all insurance plans accepted. Please verify plan coverage before scheduling an appointment.

Billing Inquiries

All billing and financial assistance inquiries should be made to the Patient Accounts Department at ARMC or call 877-818-0672.

Hours of Operation

The Mobile Medical Clinic is available: Monday through Thursday from 6:00 a.m. to 4:30 p.m.

Appointments

For your convenience, appointments may be scheduled for the Mobile Medical Clinic by calling 909-520-1207. Please bring a photo I.D. and your medications to your appointment.



Mobile Medical Clinic

HOURS

Monday – Thursday: 6 a.m. – 4:30 p.m.
Clinic Days: Monday and Tuesday
Office Days: Wednesday and Thursday

OFFICE ADDRESS

Arrowhead Family Health Center – Fontana
16888 Baseline Avenue, Fontana

Clinic Direct Phone Number: 909-520-1207
Call Center for Appointments: 855-422-8029
Fax Number: 909-347-1758



Arrowhead Regional Medical Center

Mobile Medical Clinic



Care Where You Need It

Arrowhead Regional Medical Center’s (ARMC) Mobile Medical Clinic provides a variety of health care services in underserved neighborhoods and more remote areas of San Bernardino County.

The clinic is a patient-centered mobile medical unit. Our model of care is focused on the health of the community.

The 30-foot clinic on wheels features two fully functional private exam rooms and a health education area.

The Mobile Medical Clinic provides the following services:

- Physicals
- Lab Tests
- Well-Child Checks
- Immunizations
- Diabetic Follow-Up
- Family Planning
- Mammograms
- Pap Smears
- Patient Education
- Referral Services

Programs Offered

Family PACT: Family PACT is a program that provides family planning and related services to people who qualify.

Every Woman Counts (EWC): Every Woman Counts (EWC) provides free breast and cervical cancer screening and diagnostic services to California’s underserved populations.

Financial Assistance Program (FAP): Arrowhead Regional Medical Center (ARMC) is committed to providing quality health care to the community and aiding persons who have health care needs and are uninsured, underinsured, ineligible for government programs, the California Health Benefit Exchange and are otherwise unable to pay for medically necessary care based on their individual financial situations.

Locations

The Mobile Medical Clinic travels to 17 different locations in San Bernardino County.

Apple Valley AVUSD 12555 Navajo Road Barstow Barstow Unified School District 551 S. Avenue H Colton Centerpoint Church 170 W. F Street Inland Community Center (Inland Spanish Seventh-Day Adventist Church) 710 W. Citrus Street	Fontana Fontana De La Esperanza 15514 Slover Avenue Westside Baptist Church 15006 Randall Avenue Loma Linda ALSAD 11135 S. Mountain View Avenue Newberry Springs Newberry Elementary School 33713 Newberry Road Phelan Pinon Hills Community Services District 4176 Warbler Road Phelan, CA 92371	Redlands Family Service Association of Redlands 612 Lawton Street San Bernardino City of San Bernardino 201 N. E Street Muscoy Elementary School 2119 Blake Street Sandals Church 3701 N. Sierra Way Upland Pacific Community Center 814 Alpine Street	Victorville Burning Bush 14849 7th Street Yermo Yermo School 38280 Gleason Street Yucaipa Yucaipa-Health and Wellness Center 12504 4th Street <i>Nurse Visits take place at the Arrowhead Family Health Center – Fontana located at 16888 Baseline Avenue in Fontana.</i>
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Phelan

JUDO CLUB



**FOR AGES 10+
ADULTS
WELCOME**

***Build
Confidence.
Learn Discipline.
Have Fun.***

Free Judo Classes

OUR INSTRUCTOR



Led by Chase, USJA-
Certified 2nd-degree
black belt

WHAT YOU'LL LEARN

- Judo Fundamentals
- Safe Falling and Movement
- Strength and Coordination
- Confidence, Discipline, and Respect

OUR CLASS SCHEDULE

Every Wednesday & Friday
Phelan Community Center
5:00 pm – 6:30 pm

**FREE, BUT REGISTRATION IS
REQUIRED FOR EACH CLASS**



*Scan the Code to
Register*

(760) 868-1212 |
www.pphcsd.org



WILDFIRE RESILIENCY WORKSHOPS



Three Part Wildfire Preparedness Series

10:00AM - 11:00AM

Phelan Community Center 4128 Warbler Rd. Phelan, CA 92371

Saturday, October 17th

Prepare Your Home

Inland Empire Resource Conservation District

Wildfire preparedness starts at home. Join IERCD for an informative workshop focused on home hardening and defensible space practices that can reduce your home's risk of wildfire ignition. Participants will learn practical steps homeowners can take to improve the resilience of their homes and surrounding properties, including defensible space zones, vegetation management, ember-resistant home features, vents, roofs, gutters, and other key areas of concern. The workshop will provide practical guidance and resources to help you identify wildfire vulnerabilities around your home and take meaningful steps toward creating a more fire-resilient property."

Saturday, November 7th

Evacuation Readiness

CORE Fire Safe Foothills

CORE Fire Safe Foothills will be presenting on the essentials of evacuation readiness, learn your local alert systems & how to sign up, how to pack a go-bag and prepare a stay box. The meaning of an evacuation warning and order and how to identify what evacuation zone you are in.

Saturday, December 12th

Prepare for Wildfires

CA Department of Insurance

Insurance Essentials for Your Community + How Wildfire Preparedness Can Reduce Your Premiums

Join the California Department of Insurance for an informative presentation on the Sustainable Insurance Strategy and the "Safer from Wildfires" framework. Discover a comprehensive, three-layer approach to wildfire resilience focusing on your structure, its surroundings, and the community. Learn clear, actionable steps to reduce your wildfire risk, protect your property, and qualify for greater insurance savings. Together, we can build safer, more fire-resilient communities!

**FIRE SAFE
FOOTHILLS**





ART EXPLORERS & ART STUDIO

8-WEEK ART PROGRAM

EXPLORE • CREATE • GET MESSY!

Join us for a fun-filled 8-week art adventure!
Each week, young artists will discover a different
artist and explore a new art technique
through hands-on creative activities.

★ ART STUDIO FOR TEENS

12:30 PM – 1:30 PM

ART EXPLORERS

2:00 PM – 3:00 PM

📍 PHELAN COMMUNITY CENTER – UNIT A

8-WEEK PROGRAM:

OCTOBER 1, 8, 15, 22, 29

NOVEMBER 5, 12, 19



Discover a new artist and
technique each week!



Younger siblings
welcome!



Come explore, get
messy, and make art!

EVERY WEEK IS A NEW
CREATIVE ADVENTURE!

No experience necessary –
just bring your imagination!

Agenda Item 11

Review of Action Items

Agenda Item 12

Set Agenda for Next Meeting