



BOARD PACKAGE

February 14, 2024

Regular Board Meeting – 5:00 p.m.

REGULAR BOARD MEETING AGENDA

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

- Approval of Minutes
- Approval of Board Stipends/Reimbursements
- Approval of Contractor Payments
- Acceptance of 4th Quarter Franchise Hauler's Report
- Acceptance of Annual Franchise Hauler's Report
- Adoption of Resolution No. 2024-02; Resolution to Amend and Restate the MidAmerica Administrative and Retirement Solutions Health Reimbursement Arrangement
- Adoption of Resolution No. 2024-03; Authorizing Staff to Execute and Take Actions Approved by Applicant's Board of Directors Necessary for the Purpose of Obtaining Federal Financial Assistance Provided by the Federal Department of Homeland Security and Subgranted Through the State of California for the Fiscal Year 2023 Emergency Operations Center Grant Program



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

- 4) **Matters Removed from Consent Items**
- 5) **Presentations/Appointments** – None
- 6) **Continued/New Agenda Items**
 - a) Discussion & Possible Action Regarding Appointment of Ad Hoc Personnel Policies Committee
 - b) Review of the District's Strategic Plan
 - c) Update on Solid Waste Program Implementation
 - d) Update on the Proposed Civic Center & Phelan Park Expansion Projects
- 7) **Committee Reports/Comments**
 - a) Engineering Committee (Standing)
 - b) Finance Committee (Standing)
 - c) Legislative Committee (Standing)
 - d) Parks, Recreation & Street Lighting Committee (Standing)
 - e) Waste & Recycling Committee (Standing)
- 8) **Staff and General Manager's Report**
- 9) **Reports**
 - a) Director's Report
 - b) President's Report
- 10) **Correspondence/Information**
- 11) **Review of Action Items**
 - a) Prior Meeting Action Items
 - b) Current Meeting Action Items
- 12) **Set Agenda for Next Meeting**
 - Board Workshop – February 21, 2024
 - Regular Board Meeting – February 28, 2024
- 13) **Recess to Closed Session**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8
Property: 17900 Sheep Creek Road, El Mirage, California (APN 0457-161-83 & 0457-161-83)
District Negotiator: Donald J. Bartz, General Manager; Steven M. Kennedy, General Counsel
Negotiating Party: Circle Green, Inc.
Under Negotiation: Price & Terms of Purchase
- 14) **Return to Open Session** – Announcement of Reportable Action
- 15) **Adjournment**

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

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

Remote Viewing:

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

[PPHCSD YouTube Channel Link](#)

Remote Participation:

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

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

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

Written Comments:

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

Please check the District website for updates on this meeting. We encourage you to sign up for our email notifications by emailing ksevy@pphcsd.org 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

January 24, 2024 – 5:00 p.m.
Phelan Community Center
4128 Warbler Road, Phelan, CA 92371
& Remotely Via Zoom or Conference Call

Board Members Present: Chuck Hays, President
Greg Snyder, Vice President
Deborah Philips, Director
Mark Roberts, Director

Board Members Absent: Rebecca Kujawa, Director

Staff Present: Don Bartz, General Manager
Lori Lowrance, Assistant General Manager/CFO
George Cardenas, Engineering Manager
Kim Sevy, HR & Solid Waste Manager/District Clerk
David Noland, Finance Supervisor
Chris Cummings, Assistant Water Operations Manager
Jen Oakes, Executive Management Analyst

District Counsel: Steve Kennedy, General Counsel

REGULAR BOARD MEETING – 5:00 P.M.

Call to Order

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

Roll Call

All but Director Kujawa 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** – Public comment was given by Don Slater.

b) Community Reports

- **State Representative** – Victor Hernandez, Field Representative for State Senator Roscilicie Ochoa-Bogh, provided a legislative update.
- **County Supervisor** – Sam Shoup, Constituent Services Director for Supervisor Paul Cook, noted the board contract for homeless services to help with encampments, and noted that Brendon Biggs has retired as Director of Public Works.

3) Consent Items

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

4) Matters Removed from Consent Items – None**5) Presentations/Appointments – None****6) Continued/New Agenda Items****a) Discussion & Possible Action Regarding the District's Auditor Selection Process**

Staff Recommendation: For the Board to review the proposals received for District auditing services and to determine how to proceed with the selection process.

Mr. Bartz introduced this item.

Director Philips moved to accept the Finance Committee recommendation to contract with C.J. Brown & Company and to direct staff to execute the agreements. Director Roberts seconded the motion. Motion carried 4-0.

b) Update on Solid Waste Program Implementation

Staff Recommendation: None

Ms. Sevy provided an update on this item.

No action taken; not an action item.

c) Update on the Proposed Civic Center & Phelan Park Expansion

Staff Recommendation: None

Mr. Cardenas provided an update on this item.

No action taken; not an action item.

7) Committee Reports/Comments

a) **Engineering Committee (Standing)** – Met and reviewed the preliminary CIP for the budget and received a progress report on wells and system repairs.

b) **Finance Committee (Standing)** – Met and reviewed the auditor proposals.

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

d) **Parks, Recreation & Street Lighting Committee (Standing)** – Met and reviewed the 10-Year CIP, and received updates on the events, park expansion, farmers market, and community garden.

e) **Waste & Recycling Committee (Standing)** – Met and reviewed the CIP, upcoming events, the presentation given to the Board, and reviewed the preliminary rates.

8) Staff and General Manager's Report

Nothing further to report.

9) **Reports**

a) **Director’s Report**

Philips – Attended ASBCSD where Sheriff Dicus was the speaker.

Roberts – Nothing to report.

Snyder – Nothing to report.

b) **President’s Report** – Nothing to report.

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

11) **Review of Action Items**

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

b) **Current Meeting Action Items** – None

12) **Set Agenda for Next Meeting**

- Regular Board Meeting – February 14, 2024.

13) **Recess to Closed Session**

The Board recessed to Closed Session at 5:50 p.m.

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

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

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

Negotiating Party: Circle Green, Inc.

Under Negotiation: Price & Terms of Purchase

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

The Board returned to open session at 6:03 p.m. President Hays reported that an ad hoc committee consisting of President Hays and Vice President Snyder was created to discuss the terms of purchase; no other reportable action was taken.

15) **Adjournment**

With no further business before the Board, the meeting was adjourned at 6:03 p.m.

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

Chuck Hays, President of the Board

Date

Kim Sevy, HR & Solid Waste Manager/District Clerk

Date

Agenda Item 3b

Approval of Board
Stipends/Reimbursements

Phelan Piñon Hills Community Services District

Board Stipend & Mileage Report - 2024

Name: Chuck Hays
Current Date: January 28, 2024
Reimbursement Month: January

Meeting No. 1:

Date of Meeting/Event: Wednesday, January 10, 2024
Expense Description/Business Purpose: Regular Board Meeting
Charge Amount: \$120
Mileage (Distance): 5.2

Meeting No. 2:

Date of Meeting/Event (2): Thursday, January 11, 2024
Expense Description/Business Purpose (2): Meet with GM and Kim sign documents/review agenda
Charge Amount (2): \$120
Mileage (Distance) (2): 5.2

Meeting No. 3:

Date of Meeting/Event (3): Wednesday, January 17, 2024
Expense Description/Business Purpose (3): Solid Waste Committee Meeting
Charge Amount (3): \$120
Mileage (Distance) (3): 5.2

Meeting No. 4:

Date of Meeting/Event (4): Tuesday, January 23, 2024
Expense Description/Business Purpose (4): Special Finance Committee Meeting
Charge Amount (4): \$120
Mileage (Distance) (4): 5.2

Meeting No. 5:

Date of Meeting/Event (5): Wednesday, January 24, 2024
Expense Description/Business Purpose (5): Regular Board Meeting
Charge Amount (5): \$120
Mileage (Distance) (5): 5.2

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.:

Chuck Hays

Reimbursement Summary:

TOTAL MILEAGE:	26.00
TOTAL REIMBURSED MILEAGE REQUESTED:	\$17.42
TOTAL MEETINGS:	5
TOTAL MEETING REIMBURSEMENT REQUESTED:	\$600.00
OTHER EXPENSES REQUESTED:	\$0.00
Grand Total Reimbursement Requested:	\$617.42

Phelan Piñon Hills Community Services District

Board Stipend & Mileage Report - 2024

Name: Deborah Philips
Current Date: January 30, 2024
Reimbursement Month: January

Meeting No. 1:

Date of Meeting/Event: Wednesday, January 03, 2024
 Expense Description/Business Purpose: Meeting with GM (HR)
 Charge Amount: \$120
 Mileage (Distance):

Meeting No. 2:

Date of Meeting/Event (2): Wednesday, January 10, 2024
 Expense Description/Business Purpose (2): Board Meeting
 Charge Amount (2): \$120
 Mileage (Distance) (2): 10

Meeting No. 3:

Date of Meeting/Event (3): Wednesday, January 17, 2024
 Expense Description/Business Purpose (3): Solid Waste and Recycling Committee
 Charge Amount (3): \$120
 Mileage (Distance) (3): 10

Meeting No. 4:

Date of Meeting/Event (4): Monday, January 22, 2024
 Expense Description/Business Purpose (4): ASBCSD Board Meeting (Sheriff spoke about county safety)
 Charge Amount (4): \$120
 Mileage (Distance) (4): 97

Meeting No. 5:

Date of Meeting/Event (5): Wednesday, January 24, 2024
 Expense Description/Business Purpose (5): Board Meeting
 Charge Amount (5): \$120
 Mileage (Distance) (5): 10

Meeting No. 6:

Date of Meeting/Event (6): Thursday, January 25, 2024
 Expense Description/Business Purpose (6): Meeting with GM (Tanks, SCADA)
 Charge Amount (6): \$120
 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.:

Deborah Philips

Reimbursement Summary:

TOTAL MILEAGE:	127.00
TOTAL REIMBURSED MILEAGE REQUESTED:	\$85.09
TOTAL MEETINGS:	6
TOTAL MEETING REIMBURSEMENT REQUESTED:	\$720.00
OTHER EXPENSES REQUESTED:	\$0.00
Grand Total Reimbursement Requested:	\$805.09

Phelan Piñon Hills Community Services District

Board Stipend & Mileage Report - 2024

Name: Rebecca Kujawa
Current Date: January 25, 2024
Reimbursement Month: January

Meeting No. 1:

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

Meeting No. 2:

Date of Meeting/Event (2): Monday, January 15, 2024
 Expense Description/Business Purpose (2): ASBCSD Board Meeting
 Charge Amount (2): \$120
 Mileage (Distance) (2): 0

Meeting No. 3:

Date of Meeting/Event (3): Wednesday, January 17, 2024
 Expense Description/Business Purpose (3): Engineering Committee Meeting
 Charge Amount (3): \$120
 Mileage (Distance) (3): 0

Meeting No. 4:

Date of Meeting/Event (4): Tuesday, January 23, 2024
 Expense Description/Business Purpose (4): Park Committee Meeting
 Charge Amount (4): \$120
 Mileage (Distance) (4): 0

Meeting No. 5:

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

Meeting No. 6:

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

Meeting No. 7:

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

Meeting No. 8:

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

Meeting No. 9:

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

Meeting No. 10:

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

Other Expenses:

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

Certification:

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

Rebecca Kujawa

Reimbursement Summary:

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

Phelan Piñon Hills Community Services District

Board Stipend & Mileage Report - 2023

Name: Greg S Snyder
Current Date: February 1, 2024
Reimbursement Month: November

Meeting No. 1:

Date of Meeting/Event: Wednesday, November 01, 2023
 Expense Description/Business Purpose: Special Board Meeting
 Charge Amount: \$120
 Mileage (Distance):

Meeting No. 2:

Date of Meeting/Event (2): Wednesday, November 08, 2023
 Expense Description/Business Purpose (2): Board Meeting
 Charge Amount (2): \$120
 Mileage (Distance) (2):

Meeting No. 3:

Date of Meeting/Event (3): Thursday, November 16, 2023
 Expense Description/Business Purpose (3): Operations Yard Meeting
 Charge Amount (3): \$120
 Mileage (Distance) (3):

Meeting No. 4:

Date of Meeting/Event (4): Tuesday, November 28, 2023
 Expense Description/Business Purpose (4): Parks Committee
 Charge Amount (4): \$120
 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.:

Greg Snyder

Reimbursement Summary:

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

Agenda Item 3c

Approval of Contractor
Payments

Payment Approval Form - Contract/Consultant

Date: 1/24/2024

Name of Vendor: Tom Dodson & Associates

Description of work: CEQA Compliance for Proposed 1.5 Million Gallon Reservoir at 6A

Purchase Order # PO-05528

Date of Board Approval June 14, 2023

Original Approved Amount: \$ 32,000.00

Total Contract Amount \$ 32,000.00

% Completed to Date 30%

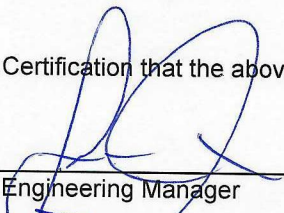
Total Invoiced to Date \$9,457.50

Amount Paid to Date 7,820.00

Total Due this Invoice \$1,637.50

Total Contract Amount After Invoice: \$ 22,542.50

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


Engineering Manager

1/24/24
Date


General Manager

1/24/24
Date

Approved by Board of Directors: _____
Date

TOM DODSON & ASSOCIATES

PO Box 2307
 San Bernardino, CA 92406
 Tel: (909) 882-3612



Invoice

DATE	INVOICE NO.
1/9/24	PPH-127-5

BILL TO

Phelan Pinon Hills CSD
 Attn: George Cardenas
 P.O. Box 294049
 Phelan, CA 92329-4049

DESCRIPTION CEQA - Prop. 1.5 MG Res. 6-A2
 GLACCT # CO0109 AMT \$1,637.50
 NOTES Dodson and Associates
Board approval required
Invoice date: January 12, 2024 approved for payment
Contract Amount: \$32,000.00
 PO # 5528 GEN MGR _____
 DEPT MGR _____ ADMIN MGR _____

PROJECT TITLE

CEQA for proposed 1.5 MG Tank
 PO#5528

DUE DATE
 2/8/24

DESCRIPTION	HOURS	RATE	AMOUNT
Env. Specialist II			
11/29 - CEQA support	0.5	115.00	57.50
11/30 - CEQA support	1	115.00	115.00
12/3 - CEQA support	2	115.00	230.00
12/4 - CEQA support	0.5	115.00	57.50
12/26 - CEQA support	0.5	115.00	57.50
Subconsultant Gerrick Environmental - AQ		1,120.00	1,120.00

SUMMARY AS OF DEC 31, 2023 (PPH-127)

Contract Amount	\$32,000.00
Previously Invoiced	\$7,820.00
This Invoice	\$1,637.50
Total Invoiced To Date	\$9,457.50
Amount Paid	\$7,820.00
Invoiced Amount Outstanding	\$1,637.50
Balance on Contract	\$22,542.50

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

Total 16
\$1,637.50

Gerrick Environmental

Air, Noise and GHG Specialists

1817 Rustic Timbers Ln
Prescott, AZ 86303

Ph. (714) 875-1188

Email: gerrickconsulting@att.net

Monday, January 1, 2024

Please note our
new address.

Project: P23-041 Phelan Piñon Hills A

Work Order: 1

CustomerID: 8 tda@tdaenv.com

Tom Dodson

Tom Dodson & Associates

2150 N. Arrowhead Avenue

San Bernardino, CA 92405

Invoice

Description	Rate	Quantity	Total
Senior Engineer	\$160.00 /hr	7 hr	\$1,120.00

Invoice Total: **\$1,120.00**

Payment Approval Form - Contract/Consultant

Date: 1/24/2024

Name of Vendor: Wallace Group

Description of work: Phelan Park Improvements - ARPA

Purchase Order # PO-05789

Date of Board Approval June 14, 2023

Original Approved Amount: \$ 103,987.00

Total Contract Amount \$ 103,987.00

% Completed to Date 0%

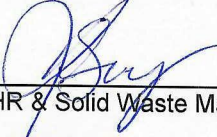
Total Invoiced to Date \$432.50

Amount Paid to Date 0.00

Total Due this Invoice \$432.50

Total Contract Amount After Invoice: \$ -


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



HR & Solid Waste Manager/District Clerk

1/24/2024

Date

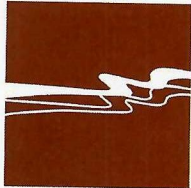


General Manager

1/24/24

Date

Approved by Board of Directors: _____
Date _____



WALLACE GROUP

Wallace Group
A California Corporation
612 Clarion Court
San Luis Obispo, CA 93401
Phone: 805-544-4011 Fax: 805-544-4294

*Charge to ARPA
Project Code
0111
Phelan Park Improvements
Approved June 4, 2023
PO-05789

January 22, 2024

Project No: 1764-0005-01

Invoice No: 61371

Invoice Total \$432.50

Phelan Piñon Hills Community Services District
4176 Warbler Rd
Phelan, CA 92371

Project 1764-0005-01 Phelan Piñon Hills Community Services District, Phelan Community Park ARPA Improvements

Professional services rendered through November 30, 2023

Phase 00101 Management & Meetings

Table with 5 columns: Billing Phase, Contract Amount, Percent Complete, Previous Fee Billing, Current Fee Billing. Rows include Management & Meetings, Total Fee, and Total this Phase (\$252.50).

Phase 00102 QA/QC

Table with 5 columns: Billing Phase, Contract Amount, Percent Complete, Previous Fee Billing, Current Fee Billing. Rows include QA/QC, Total Fee, and Total this Phase (0.00).

Phase 00201 Site Analysis

Table with 5 columns: Billing Phase, Contract Amount, Percent Complete, Previous Fee Billing, Current Fee Billing. Rows include LA Site Analysis, TRM Site Analysis, Total Fee, and Total this Phase (0.00).

Phase 00301 Schematic Plan

Fee

Billing Phase	Contract Amount	Percent Complete	Previous Fee Billing	Current Fee Billing
Schematic Plan	7,422.00	2.4252	0.00	180.00
Total Fee	7,422.00		0.00	180.00
Total Fee				180.00
Total this Phase				\$180.00

Phase 00401 60% PS&E

Fee

Billing Phase	Contract Amount	Percent Complete	Previous Fee Billing	Current Fee Billing
60% PS&E	21,465.00	0.00	0.00	0.00
Total Fee	21,465.00		0.00	0.00
Total Fee				0.00
Total this Phase				0.00

Phase 00501 90% PS&E

Fee

Billing Phase	Contract Amount	Percent Complete	Previous Fee Billing	Current Fee Billing
90% PS&E	32,809.25	0.00	0.00	0.00
Total Fee	32,809.25		0.00	0.00
Total Fee				0.00
Total this Phase				0.00

Phase 00601 100% PS&E

Fee

Billing Phase	Contract Amount	Percent Complete	Previous Fee Billing	Current Fee Billing
100% PS&E	19,509.00	0.00	0.00	0.00
Total Fee	19,509.00		0.00	0.00
Total Fee				0.00
Total this Phase				0.00

Phase 00701 Bid Ready PS&E

Fee

Billing Phase	Contract Amount	Percent Complete	Previous Fee Billing	Current Fee Billing
Bid Ready PS&E	9,825.75	0.00	0.00	0.00
Total Fee	9,825.75		0.00	0.00
Total Fee				0.00

Total this Phase **0.00**

Phase 00801 Structural Support Allowance
Fee

Billing Phase	Contract Amount	Percent Complete	Previous Fee Billing	Current Fee Billing
Structural Support Allowance	2,875.00	0.00	0.00	0.00
Total Fee	2,875.00		0.00	0.00
				0.00
			Total this Phase	0.00
			Total this Invoice	\$432.50

Outstanding Invoices

Number	Date	Balance
60906	11/27/2023	1,193.75
Total		1,193.75

OK TO PAY

J. Gray

Billing Backup

Monday, January 22, 2024

Wallace Group Invoice 61371 Dated 1/22/2024 11:42:05 AM

Project 1764-0005-01 Phelan Piñon Hills Community Services District, Phelan Community Park ARPA Improvements

Phase 00101 Management & Meetings

Labor

		Hours
Project Assistant II		
Mendoza Pacheco, Gabriela	11/20/2023	.75
MJW Project Management.		
Project Assistant III		
Castle, Kylie	11/22/2023	.25
MJW project management assistance.		
	Totals	1.00
	Total Labor	

Total this Phase

Total this Project

Total this Report

**AGREEMENT FOR SERVICES
BETWEEN
PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT
AND
WALLACE GROUP
FOR
PROPOSED PHELAN COMMUNITY PARK IMPROVEMENTS**

THIS AGREEMENT is made this 14th day of June 2023 (hereinafter referred to as the “Effective Date”), by and between PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT, a public agency organized and operating pursuant to California Government Code Section 61000 et seq. (hereinafter referred to as the “DISTRICT”), and WALLACE GROUP, a landscape architect and planning firm, (hereinafter referred to as “CONSULTANT”). DISTRICT and CONSULTANT may individually be referred to as “Party” or collectively as “Parties” in this Agreement.

RECITALS

WHEREAS, the DISTRICT desires to contract with CONSULTANT to provide project management and design services to the DISTRICT for the DISTRICT’s **Phelan Community Park Improvement Project** (hereinafter referred to as “Project”); and

WHEREAS, CONSULTANT is willing to contract with the DISTRICT to provide such services for the Project; and

WHEREAS, CONSULTANT holds itself as duly licensed, qualified, and capable of performing said services for the Project, and that CONSULTANT is customarily engaged in an independently established trade, occupation, and/or business of the same nature as the work to be performed herein; and

WHEREAS, this Agreement establishes the terms and conditions for the DISTRICT to retain CONSULTANT to provide the services described herein for the Project.

COVENANTS

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth herein, the Parties hereto agree as follows:

**ARTICLE I
ENGAGEMENT OF CONSULTANT
AND AUTHORIZATION TO PROCEED**

1.1 **ENGAGEMENT:** The DISTRICT hereby engages CONSULTANT, and CONSULTANT hereby accepts the engagement, to perform the Project services described in Section 2.1 of this Agreement for the term set forth in Section 5.1 of this Agreement.

1.2 **AUTHORIZATION TO PROCEED:** Authorization for CONSULTANT to proceed with all or a portion of the Project services described in Section 2.1 of this Agreement will be granted in writing by the DISTRICT as soon as both Parties sign the Agreement and all applicable insurance and other security documents required pursuant to Section 6.3 of this Agreement are received and approved by the DISTRICT. CONSULTANT shall not proceed with said Project services until so authorized by the DISTRICT, and shall commence work immediately upon receipt of the Notice to Proceed.

1.3 **NO EMPLOYEE RELATIONSHIP:** The Project services to be provided by CONSULTANT are outside the usual course of the DISTRICT's business. CONSULTANT shall perform the Project services provided for herein as an independent contractor, and not as an employee of the DISTRICT. CONSULTANT is not to be considered an agent or employee of the DISTRICT for any purpose, and shall not be entitled to participate in any pension plans, insurance coverage, bonus, stock, or similar benefits that the DISTRICT provides for its employees. CONSULTANT shall indemnify the DISTRICT for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which the DISTRICT may be required to make on behalf of CONSULTANT or any agent or employee of CONSULTANT for work performed under this Agreement.

ARTICLE II SERVICES OF CONSULTANT

2.1 **SCOPE OF SERVICES:** The Project services to be performed by the CONSULTANT under this Agreement are described in the proposal attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter referred to as the "Scope of Work"), and shall, where not specifically addressed, include all related services ordinarily provided by the CONSULTANT under same or similar circumstances and/or otherwise necessary to satisfy the requirements of Section 3.3 of this Agreement. In case of conflict between the terms of this Agreement and the provisions of the Scope of Work, this Agreement shall govern.

2.2 **PREVAILING WAGES:** In accordance with the provisions of the California Labor Code, CONSULTANT shall secure the payment of compensation to employees. To the extent required by the California Labor Code, CONSULTANT shall pay not less than the prevailing rate of per diem wages as determined by the Director, Department of Industrial Relations, State of California. Copies of such prevailing rate of per diem wages are on file at the DISTRICT's office, which copies will be made available to any interested party upon request. CONSULTANT shall post a copy of such determination at each job site. If applicable, CONSULTANT shall forfeit to the DISTRICT the amount of the penalty set forth in California Labor Code Section 1777.7(b), or any subsequent amendments thereto, for each calendar day, or portion thereof, for each worker paid less than the specified prevailing rates for such work or craft in which such worker is employed, whether paid by CONSULTANT or by any subcontractor.

2.3 **HOURS AND WORKING CONDITIONS:** The DISTRICT is a public entity in the State of California and is subject to the provisions of the Government Code and the Labor

Code of the State. It is stipulated and agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein and will be complied with by CONSULTANT. CONSULTANT shall comply with all applicable provisions of the California Labor Code relating to working hours and the employment of apprentices on public works projects. CONSULTANT shall, as a penalty to the DISTRICT, forfeit \$25.00 for each worker employed in the execution of this Agreement by CONSULTANT or by any subcontractor, for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker received compensation for all hours worked in excess of 8 hours at not less than 1½ times the basic rate of pay.

ARTICLE III RESPONSIBILITIES OF THE DISTRICT AND OF CONSULTANT

3.1 **DUTIES OF THE DISTRICT:** The DISTRICT, without cost to CONSULTANT, will provide all pertinent information necessary for CONSULTANT's performance of its obligations under this Agreement that is reasonably available to the DISTRICT unless otherwise specified in the Scope of Work, in which case the CONSULTANT is to acquire such information. The DISTRICT does not guarantee or ensure the accuracy of any reports, information, and/or data so provided. To the extent that any reports, information, and/or other data so provided was supplied to the DISTRICT by persons who are not employees of the DISTRICT, any liability resulting from inaccuracies and/or omissions contained in said information shall be limited to liability on behalf of the party who prepared the information for the DISTRICT.

3.2 **REPRESENTATIVE OF DISTRICT:** The DISTRICT designates Don Bartz, General Manager, or his designee, as the person to act as the DISTRICT's representative with respect to the work to be performed under this Agreement. Such person will have complete authority to receive information and interpret and define the DISTRICT's policies pertinent to the work, although such person will not control or direct CONSULTANT's work. In the event the DISTRICT wishes to make a change in the DISTRICT's representative, the DISTRICT shall notify the CONSULTANT of the change in writing.

3.3 **DUTIES OF CONSULTANT:** CONSULTANT shall perform the Project work in such a manner as to fully comply with all applicable professional standards of care in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar locality, including professional quality, technical accuracy, timely completion, and other services furnished and/or work undertaken by CONSULTANT pursuant to this Agreement. The CONSULTANT shall cause all work and deliverables to conform to all applicable federal, state, and local laws and regulations.

3.4 **APPROVAL OF WORK:** The DISTRICT's approval of work or materials furnished hereunder shall not in any way relieve CONSULTANT of responsibility for the technical adequacy of its work. Neither the DISTRICT's

review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. Where approval by the DISTRICT is indicated in this Agreement, it is understood to be conceptual approval only and does not relieve the CONSULTANT of responsibility for complying with all applicable laws, codes, and industry standards.

ARTICLE IV PAYMENTS TO CONSULTANT

4.1 **PROJECT COSTS:** During the Term of this Agreement, the DISTRICT will pay CONSULTANT for services performed in accordance with the rates and estimated hours and costs set forth in the Scope of Work. The amounts set forth in the Scope of Work constitute the maximum compensation to which CONSULTANT may be entitled for the performance of services for the Project unless this Agreement and/or the Scope of Work are changed in writing by the DISTRICT in advance of the services to be performed hereunder. Adjustments in the payment amount shall only be allowed pursuant to Section 6.4 of this Agreement.

4.2 **INVOICES:** Payment will be made by the DISTRICT within thirty (30) calendar days after receipt of an invoice from CONSULTANT, provided that all invoices are complete and CONSULTANT's work product and services are provided and performed in compliance with the terms and conditions of this Agreement. CONSULTANT shall invoice DISTRICT monthly for services performed under this Agreement. In the event that a payment dispute arises between the Parties, CONSULTANT shall provide to the DISTRICT full and complete access to CONSULTANT's labor cost records and other direct cost data, and copies thereof if requested by the DISTRICT.

4.3 **COST FOR REWORK:** CONSULTANT shall, at no cost to the DISTRICT, prepare any necessary rework occasioned by CONSULTANT's negligent act or omission or otherwise due substantially to CONSULTANT's fault.

ARTICLE V COMPLETION SCHEDULE

5.1 **TERM:** The Term of this Agreement shall begin on the Effective Date and shall continue until the scope of work in this Agreement is completed, unless this Agreement is earlier terminated pursuant to the provisions of Section 6.7 below. Notwithstanding the above, the provisions of Sections 1.3, 2.2, 2.3, 3.3 and 3.4 and Articles IV, V, and VI herein shall survive the expiration and/or termination of this Agreement.

5.2 **TIME OF ESSENCE:** CONSULTANT shall perform all services required by this Agreement in a prompt, timely, and professional manner. Time is of the essence in this Agreement.

**ARTICLE VI
GENERAL PROVISIONS**

6.1 **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** CONSULTANT shall at all times observe all applicable provisions of Federal, State, and Local laws and regulations including, but not limited to, those related to Equal Opportunity Employment.

6.2 **SUBCONTRACTORS AND OUTSIDE CONSULTANTS:** No subcontract shall be awarded by CONSULTANT unless prior written approval thereof is obtained from the DISTRICT. CONSULTANT shall be responsible for payment to subcontractors used by them to perform the services under this Agreement. If CONSULTANT subcontracts any of the work to be performed, CONSULTANT shall be as fully responsible to the DISTRICT for the performance of the work, including errors and omissions of CONSULTANT's subcontractors and of the persons employed by the subcontractor, as CONSULTANT is for the acts and omissions of persons directly employed by the CONSULTANT. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor of CONSULTANT and the DISTRICT. CONSULTANT shall bind every subcontractor and every subcontractor of a subcontractor to the terms of this Agreement that are applicable to CONSULTANT's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the DISTRICT.

6.3 **INSURANCE:** CONSULTANT shall secure and maintain in full force and effect, until the satisfactory completion and acceptance of the Project by DISTRICT, such insurance as will protect it and the DISTRICT in such a manner and in such amounts as set forth below. The premiums for said insurance coverage shall be paid by the CONSULTANT. The failure to comply with these insurance requirements may constitute a material breach of this Agreement, at the sole discretion of the DISTRICT.

(a) Certificates of Insurance: Prior to commencing services under this Agreement, and in any event no later than ten (10) calendar days after execution of this Agreement, CONSULTANT shall furnish DISTRICT with Certificates of Insurance and endorsements verifying the insurance coverage required by this Agreement is in full force and effect. The DISTRICT reserves the right to require complete and accurate copies of all insurance policies required under this Agreement.

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

(1) Primary Coverage: The insurance policies provided by CONSULTANT shall be primary insurance, except for Workers' Compensation and Professional Liability (which coverages are inherently primary), and any self-insured retention and/or insurance carried or available to the DISTRICT or its employees shall be excess and non-contributory coverage so that any self-insured retention and/or insurance carried by or available to the DISTRICT shall not contribute to any loss or expense under CONSULTANT's insurance.

- (2) Additional Insured: The policies of insurance provided by CONSULTANT, except Workers' Compensation and Professional Liability, shall include as additional insureds: the DISTRICT, its directors, officers, employees, and agents when acting in their capacity as such in conjunction with the performance of this Agreement. Such policies shall contain a "severability of interests" provision, also known as "Cross liability" or "separation of insured".
- (3) Cancellation: Each certificate of insurance and insurance policy shall provide that the policy may not be canceled (for reasons other than non-payment of premium) without first giving thirty (30) days advance written notice to the DISTRICT, or ten (10) days advance written notice in the event of cancellation due to non-payment of premium.
- (4) Waiver of Subrogation: The insurance policies provided by CONSULTANT shall contain a waiver of subrogation against DISTRICT, its directors, officers, employees, and agents for any claims arising out of the services performed under this Agreement by CONSULTANT.
- (5) Claim Reporting: CONSULTANT shall not fail to comply with the claim reporting provisions or cause any breach of a policy condition or warranty of the insurance policies required by this Agreement that would affect the coverage afforded under the policies to the DISTRICT.
- (6) Deductible/Retention: If the insurance policies provided by CONSULTANT contain deductibles or self-insured retentions, any such deductible or self-insured retention shall not be applicable with respect to the coverage provided to DISTRICT under such policies. CONSULTANT shall be solely responsible for any such deductible or self-insured retention and the DISTRICT, in its sole discretion, may require CONSULTANT to secure the payment of any such deductible or self-insured retention by a surety bond or an irrevocable and unconditional letter of credit.
- (7) Sub-Contractors: CONSULTANT shall include all sub-contractors as additional insureds under the insurance policies required by this Agreement to the same extent as the DISTRICT or shall furnish separate certificates of insurance and policy endorsements for each sub-contractor verifying that the insurance for each sub-contractor complies with the same insurance requirements applicable to CONSULTANT under this Agreement.
- (c) Insurance Company Requirements: CONSULTANT shall provide insurance coverage through insurers that have at least an "A" Financial Strength Rating and a "VII" Financial Size Category in accordance with the current ratings by the A. M. Best Company, Inc. as published in *Best's Key Rating Guide* or on said company's web site. In addition, any and all insurers must be admitted and authorized to conduct business in the State of California and be a participant in the California Insurance Guaranty Association, as evidenced by a listing in the appropriate publication of the California Department of Insurance.
- (d) Policy Requirements: The insurance required under this Agreement shall meet or exceed the minimum requirements as set forth below:

- (1) Workers' Compensation: CONSULTANT shall maintain Workers' Compensation insurance as required by law in the State of California to cover CONSULTANT's obligations as imposed by federal and state law having jurisdiction over CONSULTANT's employees and Employers' Liability insurance, including disease coverage, of not less than \$1,000,000.
- (2) General Liability: CONSULTANT shall maintain Comprehensive General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. The policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, products, completed operations and blanket contractual to cover, but not be limited to, the liability assumed under the indemnification provisions of this Agreement. In the event the Comprehensive General Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by DISTRICT.
- (3) Automobile Liability: CONSULTANT shall maintain Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence for any owned, hired, or non-owned vehicles.
- (4) Professional Liability: CONSULTANT shall maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the CONSULTANT or any person employed by him, with a limit of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. In the event the insurance policy is written on a "Claims made" basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by DISTRICT.
- (5) Property Coverage – Valuable Papers: Property coverage on an all-risk, replacement cost form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, plans or other similar data, whether in hard copy or electronic form, relating to the services provided by CONSULTANT under this Agreement.

6.4 CHANGES: If the DISTRICT requests a change in the Scope of Work, an equitable adjustment shall be made, and this Agreement shall be modified in writing accordingly. CONSULTANT must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date of receipt from CONSULTANT of the notification of change unless the DISTRICT grants a further period of time before the date of final payment under this Agreement.

6.5 NOTICES: All notices to either Party by the other shall be made in writing and delivered or mailed to such Party at their respective addresses as follows, or to other such address as either Party may designate and said notices shall be deemed to have been made when delivered or, if mailed, five (5) days after mailing.

To DISTRICT:

Phelan Pinon Hills Community Services District
4176 Warbler Road
Phelan, CA 92371
Attn: Don Bartz, PPHCSD General Manager

To CONSULTANT:

WALLACE GROUP
612 Clarion Court
San Luis Obispo, CA 93401
Attn: Bradford R. Brechwald, WALLACE GROUP
Principal

6.6 CONSULTANT'S ASSIGNED PERSONNEL: CONSULTANT designates to have immediate responsibility for the performance of the work for the Project and for all matters relating to performance under this Agreement. Substitution of any assigned personnel shall require the prior written approval of the DISTRICT. If the DISTRICT determines that a proposed substitution is not acceptable, then, at the request of the DISTRICT, CONSULTANT shall substitute with a person acceptable to the DISTRICT.

6.7 TERMINATION:

- (a) The DISTRICT may terminate this Agreement or abandon any portion of the Project, with or without cause, upon written notice thereof to CONSULTANT. CONSULTANT may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days written notice only in the event of substantial failure by the DISTRICT to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT.
- (b) In the event of termination of this Agreement, or abandonment of any portion of the Project by the DISTRICT, the DISTRICT shall be immediately given title to all original drawings and other documents developed for the Project, and the sole right and remedy of CONSULTANT shall be to receive payment for all amounts due and not previously paid to CONSULTANT for services completed or in progress in accordance with the Agreement prior to such date of termination. If termination occurs prior to completion of any task for which payment has not been made, the fee for services performed during such task shall be based on an amount mutually agreed to by the DISTRICT and CONSULTANT. Such payments available to the CONSULTANT under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of this Agreement.

6.8 ATTORNEYS' FEES: In the event that either the DISTRICT or CONSULTANT brings an action or proceeding for damages for an alleged breach of any provision of this Agreement, to interpret this Agreement or determine the rights of and duties of either Party in relation thereto, the prevailing Party shall be entitled to recover as part of such action or proceeding all litigation, arbitration, mediation and collection expenses, including witness fees, court costs, and reasonable attorneys' fees. Such fees shall be determined by the Court in such

litigation or in a separate action brought for that purpose. Mediation will be attempted if both Parties mutually agree before, during, or after any such action or proceeding has begun.

6.9 INDEMNITY:

- (a) CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, obligations, liabilities, losses, damages, costs, expenses, reasonable attorney's fees, fines, judgments or losses of whatever nature, character, and description, to the extent that any or all such claims, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, judgments or losses of whatever nature, character, and description, arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and/or any of CONSULTANT's subconsultants, including their respective directors, officers, employees, agents and assigns.
- (b) It is the intent of the Parties to this Agreement that the defense, indemnity and hold harmless obligation of CONSULTANT under this Agreement shall be as broad and inclusive as may be allowed under *California Civil Code* §§ 2778 through 2784.5, or other similar state or federal law.
- (c) CONSULTANT has no obligation to pay for any of the indemnitees' defense related cost prior to a final determination of liability or to pay cost to defend that exceeds CONSULTANT's finally determined percentage of liability based upon the comparative fault of CONSULTANT. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with other parties regarding unpaid defense costs.

6.10 SAFETY: CONSULTANT shall perform the work in full compliance with applicable State and Federal safety requirements including, but not limited to, Occupational Safety and Health Administration requirements.

- (a) CONSULTANT shall take all precautions necessary for the safety of, and prevention of damage to, property on or adjacent to the Project site, and for the safety of, and prevention of injury to, persons, including DISTRICT's employees, CONSULTANT's employees, and third persons. All work shall be performed entirely at CONSULTANT's risk. CONSULTANT shall comply with the insurance requirements set forth in Section 6.3 of this Agreement.
- (b) CONSULTANT shall also furnish the DISTRICT with a copy of any injury prevention program established for the CONSULTANT's employees pursuant to California Labor Code Section 6401.7, including any necessary documentation regarding implementation of the program. CONSULTANT hereby certifies that its employees have been trained in the program, and procedures are in place to train employees whenever new substances, processes, procedures, or equipment are introduced. CONSULTANT shall demonstrate compliance with California Labor Code Section 6401.7 by maintaining a copy of its Injury and Illness Prevention Plan at the Project site and making it available to the DISTRICT.

6.11 EXAMINATION OF RECORDS: All original drawings, specifications, reports, calculations, and other documents or electronic data developed by CONSULTANT for the Project shall be furnished to and become the property of the DISTRICT. CONSULTANT agrees that the DISTRICT will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all of the transactions relating to this Agreement. DISTRICT agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of the DISTRICT's direct reuse of the plans, specifications, drawings, maps, models, electronic files and other documents developed by CONSULTANT under the Scope of Work for the Project for purposes other than those described in this Agreement, unless written authorization of CONSULTANT is first obtained.

6.12 OWNERSHIP OF SOFTWARE:

- (a) Subject to payment of all compensation due under this Agreement and all other terms and conditions herein, CONSULTANT hereby grants DISTRICT a nonexclusive, transferable, royalty-free license to use the Software furnished to DISTRICT by CONSULTANT under this Agreement. The license granted herein shall authorize DISTRICT to:
 - (1) Install the Software on computer systems owned, leased or otherwise controlled by DISTRICT;
 - (2) Utilize the Software for its internal data-processing purposes; and
 - (3) Copy the Software and distribute as desired to exercise the rights granted herein.
- (b) CONSULTANT retains its entire right, title and interest in the Software developed under this Agreement. DISTRICT acknowledges that CONSULTANT owns or holds a license to use and sublicense various pre-existing development tools, routines, subroutines and other programs, data and materials that CONSULTANT may include in the Software developed under this Agreement. This material shall be referred to hereafter as "Background Technology."
- (c) DISTRICT agrees that CONSULTANT shall retain any and all rights CONSULTANT may have in the Background Technology. CONSULTANT grants DISTRICT an unrestricted, nonexclusive, perpetual, fully paid-up worldwide license to use the Background Technology in the Software developed and delivered to DISTRICT under this Agreement, and all updates and revisions thereto. However, DISTRICT shall make no other commercial use of the Background Technology without CONSULTANT's written consent.

6.13 INTEGRATION AND AMENDMENT: This Agreement contains the entire understanding between the DISTRICT and CONSULTANT as to those matters contained herein. No other representations, covenants, undertakings or other prior or contemporaneous agreements, oral or written, respecting those matters, which are not specifically incorporated herein, may be deemed in any way to exist or to bind any of the Parties hereto. Each Party acknowledges that it has not executed this Agreement in reliance on any promise, representation or warranty not set forth herein. This Agreement may not be amended except by a writing signed by all Parties hereto.

6.14 ASSIGNMENT: Neither Party shall assign or transfer its interest in this Agreement without written consent of the other Party. All terms, conditions, and provisions of this Agreement shall inure to and shall bind each of the Parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.

6.15 GOVERNING LAW: This Agreement shall be construed as if it was jointly prepared by both Parties hereto, and any uncertainty or ambiguity contained herein shall not be interpreted against the Party drafting same. In the event of a conflict between the provisions of this Agreement and the Scope of Work, the provisions of this Agreement shall control. This Agreement shall be enforced and governed by the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of San Bernardino, State of California, or in a federal court with jurisdiction in the County of San Bernardino, State of California.

6.16 HEADINGS: Article and Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.


6.17 PARTIAL INVALIDITY: If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

6.18 EFFECT OF DISTRICT'S WAIVER: Any failure by the DISTRICT to enforce any provision of this Agreement, or any waiver thereof by the DISTRICT, shall not constitute a waiver of its right to enforce subsequent violations of the same or any other terms or conditions herein.

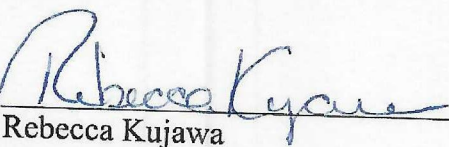
6.19 AUTHORITY: The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to sign this Agreement on behalf of and to so bind their respective legal entities.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CONSULTANT

By: 
Bradford R. Brechwald, PE C41819
President, CEO, Principal
Wallace Group

DISTRICT

By: 
Rebecca Kujawa
President, Board of Directors
Phelan Pinon Hills Community Services
District

Don Bartz
Phelan Piñon Hills Community Services District (District)
4176 Warbler Road
Phelan, California 92371

Subject: Phelan Community Park ARPA Improvements (Project)

Dear Mr. Bartz and District Staff:

Wallace Group appreciates the opportunity to provide you with our proposal for Plans, Specifications, and Estimate services for the above-referenced project. Based on our discussion, the following Scope of Services has been prepared for your consideration:

I. PROJECT UNDERSTANDING

Wallace Group understands that the District has been awarded the American Rescue Plan Act (ARPA) Grant for the Coronavirus Local Fiscal Recovery Fund (CLFRF) which is being administered through the County of San Bernardino. Wallace Group understands that the total ARPA grant amount is \$457,194 and the District is matching around \$500,000 to complete the project.

Wallace Group understands that the improvements are to take place in the existing community park and serve as the first build-out of the project. The team's project manager, Matt Wilkins, has been involved with the project since 2019 and was deeply involved with the initial planning efforts. Furthermore, Matt helped with the ARPA grant and is knowledgeable of the grant requirements including the need to have the funds obligated by December 31, 2024, and fully expended by December 31, 2026.

The project will include a community garden area that will have various raised planter beds a community greenhouse, and a garden shed which are assumed to be furnished by the District. The project also will include an area to facilitate community gardening classes, fitness nodes and equipment, a tennis and pickleball court area, and circulation to each of these amenities, all of which will be provided within the bid set detailed and furnished by the project team. See figure 1 for project area.

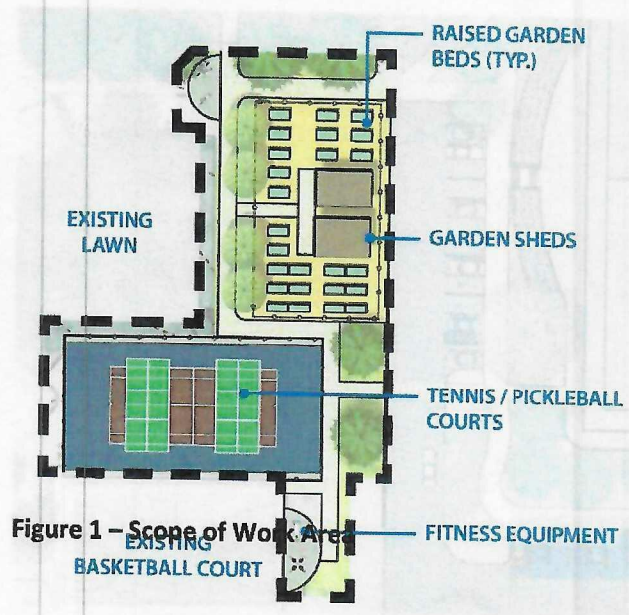
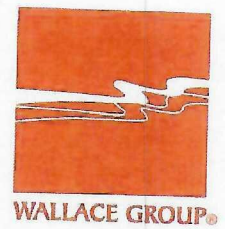


Figure 1 – Scope of Work Area



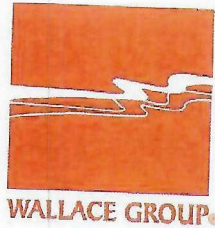
- CIVIL AND TRANSPORTATION ENGINEERING
- CONSTRUCTION MANAGEMENT
- LANDSCAPE ARCHITECTURE
- MECHANICAL ENGINEERING
- PLANNING
- PUBLIC WORKS ADMINISTRATION
- SURVEYING / GIS SOLUTIONS
- WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



II. SCOPE OF SERVICES

Phase A - Project Management, Analysis, & Schematic Refinement

Task 1: Project Management

Subtask 1.1 - Project Administration & Meetings

This task includes project management for the entire project including internal team coordination needs and coordination with District staff for the project. The team has scoped up to four (4) teleconference meetings for this project. This task also includes project setup, coordination, budget/schedule monitoring, status updates, and invoicing. Comments will be compiled and responded to within the desired format and scans of the comments will be emailed, if desired, to the District's PM.

Subtask 1.2 - Quality Assurance / Quality Control

Providing Quality Work is inherent in what we do here at Wallace Group. Quality work products allow public agency funds to be spent prudently, and provide the following benefits:

- Avoids unnecessary re-work;
- Addresses our client's objectives and goals clearly, reducing client and consultant time; required during project reviews;
- Allows good quality bids during the public bid process;
- Minimizes change orders during construction.

While our Quality Assurance/Quality Control (QA/QC) process is tailored to each project it typically involves independent senior staff reviews of major milestone deliverables. Having provided plan-checking services for our public agency clients over the years, we have developed an extensive checklist to guide us through a methodical, thorough review of project plans and specifications. Our team will provide QA/QC services throughout the project for the entire project PS&E set within our areas of expertise.

Task 1 Deliverables:

- On-going Project Administration, Management, & QA/QC
- Four (4) Team Teleconference Meetings

Task 2: Site Analysis & Visit

Subtask 2.1 - Site Analysis:

Wallace Group will conduct a site analysis to help refine the conceptual site plan into a schematic plan. We will study the available as-builts, the site survey (to be provided by the District), geotechnical report (to be provided by the District), existing site features, topography, soils, access, utilities, grant information, and code requirements. The team will develop a memorandum of the site analysis and send this to the District for review.

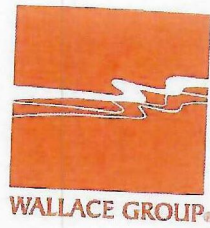
Task 2 Deliverables:

- Site Analysis Memo

Task 3: 30% Schematic Plans & Estimate

Subtask 3.1 - 30% Schematic Site Plan:

Once the site analysis and visit are complete, Wallace Group will collaborate with the District and the project team members to prepare one (1) Refined Schematic Site Plan. This plan will locate the project components in a color exhibit suitable for display at public meetings and assist with design confirmation prior to commencing the PS&E process.



Subtask 3.2 - 30% Schematic Engineer's Opinion of Probable Construction Costs:

Wallace Group will prepare an itemized engineer's opinion of probable construction cost for defined components of the work with appropriate contingency for this level of estimate. Relevant unit bid information will be acquired from available public bid sources and Caltrans published unit costs. Based on this information, an Engineer's Opinion of Probable Construction Cost will be generated and submitted to the District for budgeting purposes.

Task 3 Deliverables:

- 30% Schematic Site Plan
- 30% Schematic Level Estimate of Probable Construction Costs

Phase B - Construction Documents - 60% (Design Development), 90%, 100%, & Final

For each of the four (4) Design Development (DD) and PS&E tasks, Wallace Group and the associated sub-consultants will provide the following improvement plans. We anticipate approximately 19 sheets including the following:

- Cover Sheet..... (1 Sheet)
- General Notes..... (1 Sheet)
- Demolition Plan..... (1 Sheet)
- Grading and Drainage Plans..... (2 Sheets)
- Erosion Control Plan and Details..... (2 Sheets)
- Construction Plans, Notes, and Details..... (4 Sheets)
- Planting Plan, Notes, and Details..... (2 Sheets)
- Irrigation Plan, Notes, and Details..... (4 Sheets)
- Electrical Plan, Notes, and Details..... (2 Sheets)

The team will also prepare the following reports for review with the District:

- Hydrology Report
- Water Quality Management Plan

Below is a description of each of the anticipated plans and reports in more detail:

Cover Sheet - 60% (Design Development), 90%, 100% & final:

Wallace Group will provide the Cover Sheet which will include general project information, vicinity map, phase map, sheet index, and design team contact information.

General Notes - 60% (Design Development), 90%, 100% & final:

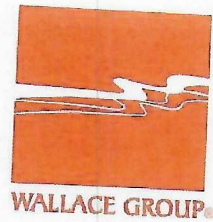
Wallace Group will provide the General Notes Sheet which will include notes related to general site construction, site grading, utilities, and erosion/dust control. As appropriate, the general notes sheet will also include the County of San Bernardino standard notes. Building codes applicable to the civil-related elements of the project will be identified on this sheet.

Demolition Plan - 60% (Design Development), 90%, 100% & final:

The team will produce a draft demolition plan at 40' scale with notes, details, and callouts to help describe the demolition of the site. This plan will also include a description of existing features that shall be retained and protected in place.

Grading and Drainage Plans - 60% (Design Development), 90%, 100% & final:

The team's civil engineer, TRLS Engineering, will provide the Grading and Drainage Plans and will utilize current topographic survey data to create a finish-grade surface. Plans will show the elevation and slopes of sidewalks, tennis/pickleball pad elevations, fitness areas, the



community garden area, and landscape areas. We assume the grading strategy demonstrated in the DD grading plan is acceptable and will not substantially change during the subsequent construction document phases. The proposed storm drainage system will be shown including inlets, storm drainpipes, and other applicable drainage features if necessary. Grades for an accessible path will be provided to the building and the accessible amenities.

Erosion Control Plans - 60% (Design Development), 90%, 100% & final):

The team's civil engineer, TRLS Engineering, will provide the Erosion Control Plans which will include the location and implementation of best management practices (BMPs) to reduce the spread of sediment from the project site during construction. Details will be provided for the selected site BMPs. Construction Details will include the County of San Bernardino standard improvement drawings for driveways, curbs, ramps, sidewalks, site utilities, and other site improvements as appropriate.

Construction Plans - 60% (Design Development), 90%, 100% & final):

Wallace Group will provide Construction Plans which will show the location of surface improvements such as DG, concrete, sidewalk, ramps, park amenities, etc. Reference to survey coordinates and/or monuments will be included. Vehicular and pedestrian access will be shown on the site plan. Wallace Group will show the ADA path of travel based on coordination with the District.

Planting Plans - 60% (Design Development), 90%, 100% & final):

Wallace Group will provide Planting Plans which will include planting layouts, notes, and details for all planting areas within the site per County standards.

Irrigation Plans - 60% (Design Development), 90%, 100% & final):

Wallace Group will provide Irrigation Plans which will include irrigation equipment types, layout, and water demand calculations as required for landscape water efficiency ordinances and County review. The irrigation plans assume that a point of connection is available for use.

Electrical Plans - 60% (Design Development), 90%, 100% & final):

The team's electrical engineer, EDI Engineering, will provide Electrical Design Plans which will include complete detailed design drawings for the installation of new lighting at the community garden and tennis/pickleball courts along with electric power provisions for the community garden area. The design includes Title 24 documentation for lighting and electrical distribution systems. Any telecom systems will be presented in the documents as design-build. EDI will coordinate with the associated telecom vendor for power and conduit raceway requirements. EDI assumes that power to the new lights will be derived from a panelboard inside the existing restroom building and that existing panels will be upgraded, as required, to accommodate the new loads. The team also assumes that there will be no solar photovoltaic system on the project.

Hydrology Report - 90%, 100% & final):

The team's civil engineer, TRLS Engineering, will work with their independent sub-consultant, Red Brick Solution, to provide a hydrology report. This report will indicate the floodplain that is impacting the site, identify the existing conditions of off-site tributary drainage areas and calculate the total peak flow rates and run-on/run-off volumes impacting the project site, identify existing conditions of on-site drainage areas and provide calculations for peak flow rates and runoff volumes for these areas, identify the on-site hydrological conditions & site drainage, the required stormwater mitigations, sizing of any on-site storm drain infrastructure, and summarize the report with findings and conclusions.

Water Quality Management Plan - 90%, 100% & final):

The team's civil engineer, TRLS Engineering, will work with their sub-consultant, Red Brick Solution, to provide a Water Quality Management Plan (WQMP). The WQMP report will follow



the County's template and requirements and will include information such as the project and site and watershed descriptions, best management practices, inspection and maintenance responsibility post-construction BMPs, the site and drainage plans, and the required forms.

Task 4: 60% Design Development (DD)

Subtask 4.1 - 60% DD Plans:

The Design Team will prepare 60% Plans (Design Development level plans) for the District's review. The plans will follow the above description of the above sheets; however, notes and details will represent a preliminary DD level of effort. See deliverables below for sheets included in this submittal.

Subtask 4.2 - 60% DD Specs:

Wallace Group will prepare a TOC for the anticipated specifications for the work using CSI MasterSpec format.

Subtask 4.3 - 60% DD Engineer's Opinion of Probable Construction Costs:

Wallace Group will prepare an itemized 60% engineer's opinion of probable construction cost for defined components of the work with appropriate contingency for this level of estimate. Relevant unit bid information will be acquired from available public bid sources and Caltrans published unit costs. Based on this information, an Engineer's Opinion of Probable Construction Cost will be generated and submitted to the District for budgeting purposes.

Task 4 Deliverables:

- 60% Cover Sheet
- 60% General Notes
- 60% Demolition Plan
- 60% Grading and Drainage Plans
- 60% Erosion Control Plan and Details
- 60% Construction Plans, Notes, and Details
- 60% Planting Plan, Notes, and Details
- 60% Irrigation Plan, Notes, and Details (Hydrozones Layout, POC and Mainline & Equipment)
- 60% Electrical Plan, Notes, and Details

Task 5: 90% PS&E

Following the 60% review, the Design Team will address the comments and prepare 90% Plans, Specifications, and a Construction Cost Estimate for the District's review. The following subtasks are included with 90% PS&E.

Subtask 5.1 - 90% Plans:

The Design Team will prepare 90% Plans (Design Development level plans) for the District's review. The plans will follow the above description of the above sheets.

Subtask 5.2 - 90% Specs:

Wallace Group will prepare 90% technical specifications for the work using CSI MasterSpec format to be incorporated as Technical Provisions with the District's standard front-end documents.

Subtask 5.3 - 90% Engineer's Opinion of Probable Construction Costs:

Wallace Group will update the itemized 60% engineer's opinion of probable construction costs to a 90% level for defined components of the work with appropriate contingency for this level of estimate. Relevant unit bid information will be acquired from available public bid sources and Caltrans published unit costs. Based on this information, an Engineer's Opinion of Probable Construction Cost will be generated and submitted to the District for budgeting purposes.



Task 5 Deliverables:

- 90% Cover Sheet
- 90% General Notes
- 90% Demolition Plan
- 90% Grading and Drainage Plans
- 90% Erosion Control Plan and Details
- 90% Construction Plans, Notes, and Details
- 90% Planting Plan, Notes, and Details
- 90% Irrigation Plan, Notes, and Details
- 90% Electrical Plan, Notes, and Details
- 90% Hydrology Report
- 90% WQMP Report

Task 6: 100% PS&E

Following the 90% review, the Design Team will address the comments and prepare 100% Plans, Specifications, and a Construction Cost Estimate for the District's review. The following subtasks are included with 100% PS&E.

Subtask 6.1 - 100% Plans:

The Design Team will prepare 100% Plans (Design Development level plans) for the District's review. The plans will follow the above description of the above sheets.

Subtask 6.2 - 100% Specs:

Wallace Group will prepare 100% technical specifications for the work using CSI MasterSpec format to be incorporated as Technical Provisions with the District's standard front-end documents.

Subtask 6.3 - 100% Engineer's Opinion of Probable Construction Costs:

Wallace Group will update the itemized 90% engineer's opinion of probable construction costs to a 100% level for defined components of the work with appropriate contingency for this level of estimate. Relevant unit bid information will be acquired from available public bid sources and Caltrans published unit costs. Based on this information, an Engineer's Opinion of Probable Construction Cost will be generated and submitted to the District for budgeting purposes.

Task 6 Deliverables:

- 100% Cover Sheet
- 100% General Notes
- 100% Demolition Plan
- 100% Grading and Drainage Plans
- 100% Erosion Control Plan and Details
- 100% Construction Plans, Notes, and Details
- 100% Planting Plan, Notes, and Details
- 100% Irrigation Plan, Notes, and Details
- 100% Electrical Plan, Notes, and Details
- 100% Hydrology Report
- 100% WQMP Report

Task 7: Final (Bid-Ready) PS&E

Following the 100% review, the Design Team will address the comments and prepare Final Bid Ready Plans, Specifications, and a Construction Cost Estimate for the District's review. Wallace Group will submit a Final Bid Ready PS&E package to District for signatures. The following subtasks are included with Final Bid Ready PS&E.



Subtask 7.1 - Bid Ready Plans:

The Design Team will prepare Bid Ready Plans (Design Development level plans) for the District's review. The plans will follow the above description of the above sheets.

Subtask 7.2 - Bid Ready Specs:

Wallace Group will prepare Bid Ready technical specifications for the work using CSI MasterSpec format to be incorporated as Technical Provisions with the District's standard front-end documents.

Subtask 7.3 - Bid Ready Engineer's Opinion of Probable Construction Costs:

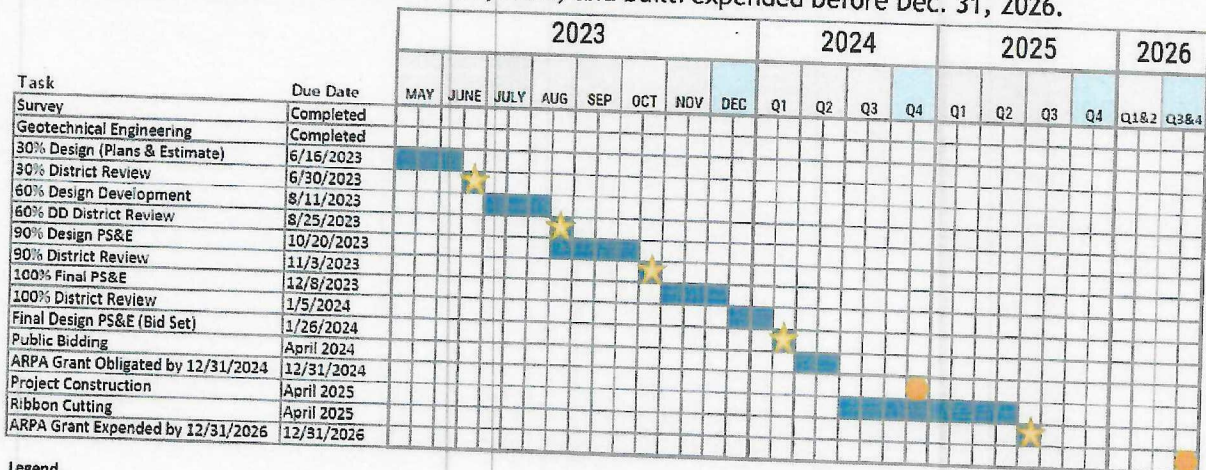
Wallace Group will update the itemized 100% engineer's opinion of probable construction costs to a Bid Ready level for defined components of the work with appropriate contingency for this level of estimate. Relevant unit bid information will be acquired from available public bid sources and Caltrans published unit costs. Based on this information, an Engineer's Opinion of Probable Construction Cost will be generated and submitted to the District for budgeting purposes.

Task 7 Deliverables:

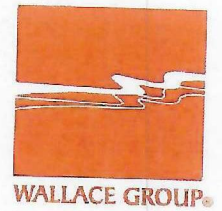
- Final (Bid Ready) Cover Sheet
- Final (Bid Ready) General Notes
- Final (Bid Ready) Demolition Plan
- Final (Bid Ready) Grading and Drainage Plans
- Final (Bid Ready) Erosion Control Plan and Details
- Final (Bid Ready) Construction Plans, Notes, and Details
- Final (Bid Ready) Planting Plan, Notes, and Details
- Final (Bid Ready) Irrigation Plan, Notes, and Details
- Final (Bid Ready) Electrical Plan, Notes, and Details
- Final (Bid Ready) Hydrology Report
- Final (Bid Ready) WQMP Report

III. SCHEDULE

See below the draft schedule which provides a plan to get the project out to bid before the grant funding/obligation date of Dec. 31, 2024, and built/expended before Dec. 31, 2026.



Legend
 █ Task Duration
 ★ Milestone / Key Date
 ● Grant Deadline



The schedule provides a buffer in the bidding schedule so that if the project needs to be re-advertised, the District doesn't risk getting too close to the grant obligation deadline. Furthermore, the construction completion date is buffered from the grant expended deadline by more than a year.

IV. ADDITIONAL SERVICES

The following items are not included in the project; however, Wallace Group can provide the following services, directly or through sub-consultants, upon request:

Pre-Construction Tasks:

- Contract Administration - establish record keeping, documentation, and contract administration per specifications via Procore
- Submittal Processing - establish a priority and schedule for submittal due dates and approval deadlines
- Construction Schedule -Wallace Group will partner with the District, Contractor, and stakeholders to review the proposed schedule for construction
- Existing Site Conditions Survey
- Local Conditions and Requirements
 - Review Traffic Control Plan
 - Laydown, equipment, and materials storage
- Communications Plan
 - On site signage and traffic signs
 - Communication plan with businesses and residents
- Grant Administration and Reporting - establish additional requirements and reporting that may be required in the grant

Construction Administration Tasks:

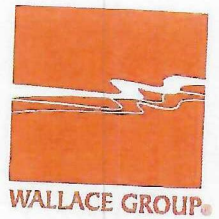
- Review and respond to RFIs
- Review and respond to material submittals
- Attend pre-construction meeting and weekly status meetings
- Perform site visits to review general plan compliance
- Make Plan revisions or prepare exhibits to address scope of field required changes
- Prepare Record Drawings based upon Contractor provided field redlines

CM Construction Tasks:

- Public Outreach / Communication
- Review Project Schedule updates from the Contractor
- RFI processing and log
- Contract Administration / Payment Applications
- Submittal Review / Approval
- SWPPP inspections and monitoring (if needed)
- Construction Observation and Inspections
- Quality Assurance and Materials Testing
- Environmental and Biological Monitoring services
- Grant Administration and Reporting (if grant funding secured)

Post-Construction Tasks:

- Verify Record Drawings
- Develop and administer Punchlist
- Final construction report
- Prepare close-out files and deliver to the District following completion and acceptance of the project



- Ensure all contract requirements and payments are complete
- Assist with grant close-out and final documentation, as needed

V. TO BE PROVIDED BY THE CLIENT

- Front End Contract Specifications (only Division 1 through 32)
- Digital base files including CAD of the existing site conceptual layout
- Topographic survey information in CAD
- Geotechnical soils report

VI. ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following services may also benefit your project. Wallace Group can provide these services, directly or through sub-consultants, however, they are not included in the current Scope of Services or estimate of fees:

- Construction bidding and administration support
- Front End Contract Specifications (only Division 1 through 32)
- Undergrounding of existing overhead utilities (if desired)
- Any site walls above 3 ft. in height
- Offsite Improvement Plans
- ADA Path of Travel outside the limits of the area of work
- Stormwater Pollution Prevention Plan
- Storm drain mainlines design
- Detention/Retention basins design
- Topographic survey (already prepared)
- Any other services not included in Scope of Work

VII. PROJECT FEES

Wallace Group will perform the services in the Scope of Services for a fixed fee per the amount below in accordance with the attached Standard Billing Rates (Exhibit A). The project will be billed under a percent complete amount based on the progress of the work completed to date on a monthly basis. Reimbursables are included in the fixed fee amount stated below.

At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract.

Phase A - Project Management, Analysis, & Schematic Refinement)

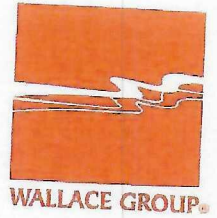
Task 1: Project Management	\$6,480
Task 2: Site Analysis & Visit.....	\$3,601
Task 3: Schematic Plan & Estimate.....	\$7,422

Phase B - Construction Documents - 60% (DD), 90%, 100%, & Final

Task 4 - 60% Design Development.....	\$21,465
Task 5 - 90% PS&E	\$32,809
Task 6 - 100% PS&E	\$19,509
Task 7 - Final Bid Ready PS&E	\$9,251

Project Reimbursables.....	\$575
Structural Support Allowance**	\$2,875

Grand Total*..... **\$103,987**



**Wallace Group is happy to provide a breakdown of these fees in a spreadsheet if desired and remains flexible to negotiate the fees/scope as needed.*

***Wallace Group has included an allowance for structural engineering support services to assist with reviewing the design of the light footings, fence footings, site walls, and foundations for the shed and greenhouse structures (to be provided by District).*

VIII. TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, the attached Standard Terms and Conditions (Exhibit B) are considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return to our office, which will serve as our notice-to-proceed.

We want to thank you for this opportunity to present our proposal for professional services. If you would like to discuss this proposal in greater detail, please feel free to contact me or Matt Wilkins.

Sincerely,

WALLACE GROUP, a California Corporation

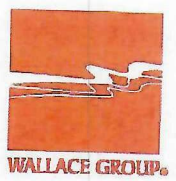
A handwritten signature in blue ink, appearing to read "Brad R. Brechwald".

Bradford R. Brechwald, PE C41819, PLS 6146
President, CEO, Principal
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Attachments
kcc: PP23-7864, 2022, std
Exhibit A
Exhibit B

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.

Exhibit A
Standard Billing Rates



Engineering, Design & Support Services:

Assistant Designer/Technician	\$110
Designer/Technician I - IV	\$115/\$125/\$135/\$145
Senior Designer/Technician I - III	\$158/\$165/\$172
GIS Technical Specialist	\$150
Senior GIS Technical Specialist	\$160
Associate Engineer I - III	\$130/\$\$140/\$150
Engineer I - IV.....	\$160/\$165/\$170/\$175
Senior Engineer I - III	\$185/\$190/\$195
Director	\$200
Principal Engineer/Consulting Engineer	\$240
Principal	\$260

Planning Services:

Associate Planner I - II.....	\$105/\$115
Planner I - IV	\$135/\$145/\$155/\$165
Senior Planner I - III.....	\$170/\$175/\$180
Director	\$190
Principal Planner	\$200
Principal	\$260

Landscape Architecture Services:

Associate Landscape Designer I - II	\$100/\$110
Designer I - IV	\$115/\$120/\$125/\$130
Landscape Architect I - IV	\$135/\$140/\$145/\$150
Senior Landscape Architect I - III	\$155/\$160/\$165
Director	\$180
Principal Landscape Architect	\$200
Principal	\$260

Public Works Administration Services:

Project Analyst I - IV.....	\$115/\$125/\$135/\$145
Senior Project Analyst I - III	\$150/\$155/\$160
Senior Environmental Compliance Specialist I - III.....	\$165/\$170/\$175

Support Services:

Office Assistant.....	\$100
Project Assistant I - III.....	\$110/\$115/\$125

Right to Revisions:

Wallace Group reserves the right to revise our standard billing rates on an annual basis, personnel classifications may be added as necessary.

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$400 an hour. If required to meet schedule requests, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- delivery/copy services
- sub-consultant services
- mileage (per IRS rates)
- agency fees
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

CLIENT: PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT
4176 Warbler Road, Phelan, California 92371

CONSULTANT: WALLACE GROUP, A CALIFORNIA CORPORATION
612 Clarion Court, San Luis Obispo, California 93401

CLIENT and CONSULTANT agree that these Standard Terms and Conditions, comprised of pages 1 through 6, and the associated written Scope of Services and budget constitute the entire Agreement between the CLIENT and the CONSULTANT. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the CLIENT and the CONSULTANT.

ARTICLE 1. GENERAL PROVISIONS

1.1 Preamble

This Agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the CLIENT and the CONSULTANT, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and each will cooperate in the common endeavor of the contract.

1.2 Governing Law and Jurisdiction

The CLIENT and the CONSULTANT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of California. It is further agreed that any legal action between the CLIENT and the CONSULTANT arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in San Luis Obispo, California.

1.3 Precedence of Conditions

Should any conflict exist between the terms herein and the form of any purchase order or confirmation issued, the Terms and Conditions herein shall prevail in the absence of CONSULTANT'S express written consent of others conditions.

1.4 Standard of Care

In providing services under this Agreement, the CONSULTANT will endeavor to perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

1.5 Corporate Protection

It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the Project shall not subject the CONSULTANT'S individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a California corporation, and not against any of the CONSULTANT'S individual employees, officers or directors.

1.6 Confidentiality

The CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than the CONSULTANT'S employees, Subconsultants and the general Contractor and Subcontractors, if appropriate, any data or information not previously known to and generated by the CONSULTANT or furnished to the CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the CONSULTANT to defend itself from any legal action or claim.

1.7 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and CONSULTANT agree to require a similar provision in all contracts with Contractors, Subcontractors, Subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

1.8 Timeliness of Performance

The CLIENT and CONSULTANT are aware that many factors outside the CONSULTANT'S control may affect the CONSULTANT'S ability to complete the services to be provided under this Agreement. The CONSULTANT will perform these services with reasonable diligence and expediency consistent with sound professional practices.

1.9 Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.10 Survival

Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.11 Statutes of Repose and Limitation

All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the CONSULTANT'S services are completed or terminated.

1.12 Defects in Service

The CLIENT shall promptly report to the CONSULTANT any defects or suspected defects in the CONSULTANT'S services of which the CLIENT becomes aware, so that the CONSULTANT may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all Contractors in its CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT'S Contractors or Subcontractors to notify the CONSULTANT shall relieve the CONSULTANT of the costs or remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

1.13 Jobsite Safety

Neither the professional activities of the CONSULTANT, nor the presence of the CONSULTANT or its employees or Subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, constructions means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with contract documents and any health or safety precautions required by any regulatory agencies. The CONSULTANT and its personnel have no authority to exercise any control over any construction Contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT'S contract with the General Contractor. The CLIENT also agrees that the CLIENT, the CONSULTANT and the CONSULTANT'S Subconsultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.

1.14 Assignment: Subcontracting

Neither CLIENT nor CONSULTANT shall assign its interest in this agreement without the written consent of the other. CONSULTANT may not subcontract any portion of the work to be performed hereunder without such consent.

1.15 Force Majeure

Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT'S reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

1.16 Disputes

(a) Notwithstanding any other provision of this Agreement and except for the provisions of (b) and (c), if a dispute arises regarding CONSULTANT'S fees pursuant to this contract, and if the fee dispute cannot be settled by discussions between CLIENT and CONSULTANT, both the CLIENT and CONSULTANT agree to attempt to settle the fee dispute by mediation through the American Arbitration Association (or other mediation service) before recourse to arbitration. If mediation does not resolve the fee dispute, such dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

(b) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to perfect or enforce applicable mechanics lien remedies.

1.17 Attorneys' Fees

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

1.18 Services by CLIENT

CLIENT shall pay all other charges not specifically covered by the terms of this agreement, unless specifically included in the Scope of Services. The CLIENT shall furnish, at the CLIENT'S expense, all information required by this Agreement. The CONSULTANT may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

1.19 Retention

If any portion of CONSULTANT'S fee is held in retention, such amount shall be released within thirty days after invoicing for completion of corresponding services. Interest shall be paid at the rate of 1.5% per month on any retention amounts not paid within this thirty-day period.

ARTICLE 2. DEFINITIONS

2.1 Burdened Labor Costs

Burdened labor costs shown on the Standard Billing Rates include payroll taxes, worker's compensation insurance, and other overhead costs applicable to the typical standard of care.

2.2 Direct Expenses

Expenditures made by the CONSULTANT, its employees or its Subconsultants in the interest of the Project. Applicable reimbursable direct expenses are defined on the Standard Billing Rates.

ARTICLE 3. COMPENSATION

3.1 Payment Due

Invoices shall be submitted by the CONSULTANT monthly, are due upon presentation and shall be considered past due if not paid in full within thirty (30) days of the invoice date.

3.2 Interest

If payment in full is not received by the CONSULTANT within thirty (30) calendar days of the invoice date, the invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

3.3 Collection Costs

If the CLIENT fails to make payments when due and the CONSULTANT incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to the CONSULTANT. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable CONSULTANT staff costs at Standard Billing Rates for the CONSULTANT'S time spent in efforts to collect. This obligation of the CLIENT to pay the CONSULTANT'S collection costs shall survive the term of this Agreement or any earlier termination by either party.

3.4 Termination or Suspension of Services

This agreement may be terminated or suspended by either party effective seven (7) days from the date of written notice, or if the CLIENT suspends the work for three (3) months. Upon receipt of a notice of termination or suspension, CONSULTANT will stop or suspend its work and provide same direction for the work of all its Subcontractors and suppliers. Failure of CLIENT to make payments when due shall be cause for suspension of services or ultimately, termination, unless and until CONSULTANT has been paid in full all amounts due for services, expenses and other approved related charges. CONSULTANT shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension or termination caused by any breach of this Agreement by the CLIENT. Upon payment-in-full by the CLIENT, CONSULTANT shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the CONSULTANT to resume performance.

3.5 Retention Discounts

Payment of invoices shall not be subject to any discounts or retention by the CLIENT, unless agreed to in writing by the CONSULTANT. Payment to the CONSULTANT for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

3.6 Satisfaction with Services

Payment of any invoice by the CLIENT to the CONSULTANT shall be taken to mean that the CLIENT is satisfied with the CONSULTANT'S services to the date of payment and is not aware of any deficiencies in those services.

3.7 Disputed Invoices

If the CLIENT objects to any portion of any invoice, the CLIENT shall so notify the CONSULTANT in writing within ten (10) days of receipt of the invoice. The CLIENT shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within thirty (30) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within forty-five (45) calendar days in

accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in the CONSULTANT'S favor and shall be calculated on the unpaid balance from the invoice date.

3.8 Payments to the CONSULTANT

Payments to the CONSULTANT shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the CLIENT of offsetting reimbursement or credit from other parties who may have caused additional services or expenses. No withholdings, deductions or offsets shall be made from the CONSULTANT'S compensation for any reason unless the CONSULTANT has been found to be legally liable for such amounts.

3.9 Advance Payment: Withholding Work Product

CONSULTANT reserves the right to require payment in advance for work estimated to be done during a given billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and work products herein contemplated pending payment of CLIENT'S outstanding indebtedness or advance payment as required by CONSULTANT. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the Scope of Services. CONSULTANT is not obligated to provide services in excess of the authorized budget.

ARTICLE 4. SERVICES, ADDITIONAL SERVICES, AND AMENDMENTS

4.1 Definitions

Services and work products not expressly included with those specified in this agreement, as determined by CONSULTANT, are not covered by this agreement. Such services and work products will be provided only upon compliance with the procedures set forth in Article 4.5 of this Agreement.

4.2 Services During Construction

Any construction inspection or testing provided by CONSULTANT is for the purpose of determining the Contractor's compliance with the functional provisions of the project specifications only. CONSULTANT in no way guarantees or insures Contractor's work nor assumes responsibility for methods or appliances used by the Contractor for job site safety or for Contractor's compliance with laws and regulations. CLIENT agrees that in accordance with generally accepted construction practices the construction Contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours.

4.3 Soil Testing

CONSULTANT makes no representations concerning soil conditions, and is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing. It is the CLIENT'S responsibility to obtain a soils report upon which report CONSULTANT can rely.

4.4 Opinion of Probable Construction Costs

In providing opinions of probable construction cost, the CLIENT understands that the CONSULTANT has no control over cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the CONSULTANT'S opinions of probable construction costs are made on the basis of the CONSULTANT'S professional judgment and experience. CONSULTANT makes no warranty, express or implied, that bids or negotiated cost of the Work will not vary from the CONSULTANT'S opinion of probable construction cost.

4.5 Additional Services

Additional services or work products requiring an adjustment of CONSULTANT'S original estimated budget or fixed fee will be provided at CLIENT'S request upon execution of a written amendment to this agreement expressly referring to the same and signed by both parties.

ARTICLE 5. TERMINATION OF AGREEMENT

5.1 Due to Default

This agreement may be terminated by either party upon seven (7) days written notice should the other party fail to substantially perform in accordance with this agreement through no fault of the party initiating the termination.

5.2 Without Cause

This agreement may be terminated by CLIENT upon at least fourteen (14) days written notice to CONSULTANT in the event that the project is abandoned.

5.3 Termination Adjustment: Payment

If this agreement is terminated through no fault of the CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred to the termination notice date, including reimbursable expenses due, plus an additional amount not to exceed ten percent (10%) of charges incurred to the termination notice date to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by CONSULTANT including but limited to cancellation fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.

ARTICLE 6. LIMITATION OF LIABILITY: WAIVER: WARRANTY

6.1 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the CONSULTANT to the CLIENT shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6.2 Contractor and Subcontractor Claims

The CLIENT further agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT and the CONSULTANT'S officers, directors, partners, employees and Subconsultants to all construction Contractors and Subcontractors on the Project for any and all claims, losses, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the CONSULTANT and the CONSULTANT'S Subconsultants to all those named shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6.3 Warranty

CONSULTANT makes no warranty, either express or implied, as to CONSULTANT'S findings, recommendations, specifications, or professional advice, except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the Scope of Services, compensation, schedule, allocation of risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the CLIENT of the changed conditions necessitating renegotiation, and the CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiations of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination Provision hereof.

If the Scope of Services pursuant to this agreement does not include on-site construction review, construction management, or other construction supervision for this project, or if subsequent to this agreement CLIENT retains other persons or entities to provide such services, CLIENT acknowledges that such services will be performed by others and CLIENT will defend, indemnify and hold CONSULTANT harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of CONSULTANT; and from any and all claims arising from or resulting from clarifications, adjustments, modifications, discrepancies or other changes necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of CONSULTANT.

6.4 Interpretation

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary responsibility, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the CONSULTANT'S sole or gross negligence or the CONSULTANT'S willful misconduct. The parties also agree that the CLIENT will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suites against other parties who may join the CONSULTANT as a third-party defendant. "Parties" means the CLIENT and the CONSULTANT, and their officers, directors, partners, employees, Subcontractors and Subconsultants.

6.5 Delays

The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT'S control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the CLIENT of the CLIENT'S Contractors or CONSULTANT'S; or discovery of any hazardous substances or differing site conditions.

ARTICLE 7. HAZARDOUS WASTE MATERIALS

7.1 Liability

CONSULTANT hereby states and CLIENT hereby acknowledges that CONSULTANT has no professional liability insurance for claims arising out of the performance of or failure to perform professional services, including, but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing substances including, but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as

would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Accordingly, the CLIENT hereby agrees to bring no claim for negligence, breach of contract indemnity or otherwise against the CONSULTANT, its principals, employees, and agents if such claim, in any way, would involve the CONSULTANT'S services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. CLIENT further agrees to defend, indemnify and hold harmless CONSULTANT, its officers, directors, principals, employees and agents from any asbestos and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the CONSULTANT pursuant to this agreement except claims caused by the sole negligence or willful misconduct of the CONSULTANT.

ARTICLE 8. OWNERSHIP AND REUSE OF DOCUMENTS

8.1 CONSULTANT Ownership

All original papers, documents, drawings, electronic media and other work product of CONSULTANT, and copies thereof, produced by CONSULTANT pursuant to this agreement shall remain the property of CONSULTANT and may be used by CONSULTANT without the consent of CLIENT. Upon request and payment of the costs involved, CLIENT is entitled to a copy of all papers, documents and drawings provided CLIENT'S account is paid current.

8.2 Document Reuse

In the event the CLIENT, the CLIENT'S Contractors or Subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans specifications or other construction documents prepared by the CONSULTANT without obtaining the CONSULTANT'S prior written consent, the CLIENT shall assume full responsibility for the results of such changes. Therefore the CLIENT agrees to waive any claim against the CONSULTANT and to release the CONSULTANT from any liability arising directly or indirectly from such changes. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any Subcontractors of any tier from making any changes or modifications to the CONSULTANT'S construction documents without the prior written approval of the CONSULTANT and further requires the Contractor to indemnify both the CONSULTANT and the CLIENT from any liability or cost arising from such changes made without proper authorization.

8.3 Electronic Media Alteration and Reuse

Because CADD information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, CONSULTANT reserves the right to remove all indicia of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by CONSULTANT in CADD form only for information and use by CLIENT for the specific purpose for which CONSULTANT was engaged. Said materials shall not be used by CLIENT, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended by CONSULTANT without CONSULTANT'S express written permission. Unauthorized modification or reuse of the materials shall be at CLIENT'S sole risk, and CLIENT agrees to defend, indemnify, and hold CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized modification or use of these materials.

Payment Approval Form - Contract/Consultant

Date: 1/24/2024

Name of Vendor: Wallace Group

Description of work: Phelan Park Expansion - 65% Dev. Phase 1

Purchase Order # PO-05614

Date of Board Approval June 14, 2023

Original Approved Amount: \$ 435,811.00

Total Contract Amount \$ 435,811.00

% Completed to Date 2%

Total Invoiced to Date \$9,227.00

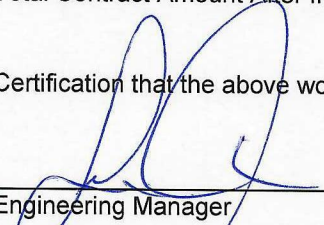
Amount Paid to Date 8,790.75

Pending Invoice \$ -


Total Due this Invoice \$436.25

Total Contract Amount After Invoice: \$ 426,584.00

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



Engineering Manager 1/24/24
Date


General Manager 1/24/24
Date

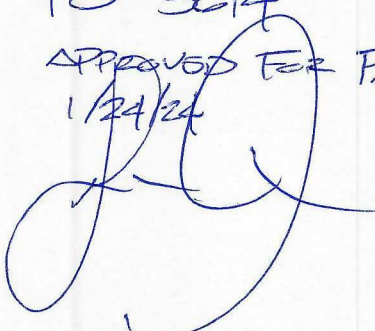
Approved by Board of Directors: _____
Date

Billing Phase	Contract Amount	Percent Complete	Previous Fee Billing	Current Fee Billing
65% Design Development	138,362.50	0.00	0.00	0.00
Total Fee	138,362.50		0.00	0.00
Total Fee				0.00
			Total this Phase	0.00
			Total this Invoice	\$436.25

Outstanding Invoices

Number	Date	Balance
60904	11/27/2023	1,413.75
61179	12/22/2023	2,115.00
Total		3,528.75

PO 5614
 APPROVED FOR PAYMENT
 1/24/24



DESCRIPTION Phelan Park Expansion 65% Design

GL ACCT # CO0002 AMT \$436.25

NOTES Wallace Group

Invoice # 61368 - January 22, 2024

Contract Amount: \$435,811.00

PO # 5614 GEN MGR _____

DEPT MGR [Signature] ADMIN MGR _____

Billing Backup

Monday, January 22, 2024

Wallace Group Invoice 61368 Dated 1/22/2024 11:41:58 AM

Project	1764-0002-00	Phelan Piñon Hills Community Services District, Community Park Design Development & Management
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Phase	00100	Project Management & Administration
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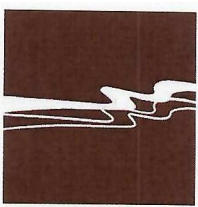
Labor

	Hours
Director of Landscape Architecture	
Wilkins, Matthew 12/1/2023	.50
Team Coordination	
Wilkins, Matthew 12/4/2023	1.00
Team Coordination	
Wilkins, Matthew 12/7/2023	.25
Team Coordination	
Wilkins, Matthew 12/13/2023	.50
Team Coordination	
Project Assistant III	
Castle, Kylie 12/1/2023	.25
MJW project management assistance. Sent final subagreement to ARC.	
Totals	2.50
Total Labor	

Total this Phase

Total this Project

Total this Report



WALLACE GROUP

Wallace Group
A California Corporation
612 Clarion Court
San Luis Obispo, CA 93401
Phone: 805-544-4011 Fax: 805-544-4294

January 22, 2024

Project No: 1764-0002-00

Invoice No: 61368

Invoice Total \$436.25

Phelan Piñon Hills Community Services District
4176 Warbler Rd
Phelan, CA 92371

Project 1764-0002-00 Phelan Piñon Hills Community Services District, Community Park Design
Development & Management

Professional services rendered through December 31, 2023

Phase 00100 Project Management & Administration

Fee

Billing Phase	Contract Amount	Percent Complete	Previous Fee Billing	Current Fee Billing
Project Management & Admin	32,165.00	11.8763	3,383.75	436.25
Total Fee	32,165.00		3,383.75	436.25
Total Fee				436.25
Total this Phase				\$436.25

Phase 00200 Final Schmtc Plns 35% & Cmpltn of CUP Plns

Fee

Billing Phase	Contract Amount	Percent Complete	Previous Fee Billing	Current Fee Billing
Final Schmtc Plns 35% Cmpltn of CUP Pln	83,083.00	6.5086	5,407.50	0.00
Total Fee	83,083.00		5,407.50	0.00
Total Fee				0.00
Total this Phase				0.00

Phase 00300 50% Design Development

Fee

Billing Phase	Contract Amount	Percent Complete	Previous Fee Billing	Current Fee Billing
50% Design Development	181,900.50	0.00	0.00	0.00
Total Fee	181,900.50		0.00	0.00
Total Fee				0.00
Total this Phase				0.00

Phase 00400 65% Design Development

Fee



PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT

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

PURCHASE ORDER

PO Number: PO-05614

Date: 08/25/2023

Request #: PO-05614

Vendor #: WALL GROUP

ISSUED TO: Wallace Group, a California Corporation
 612 Clarion Court
 San Luis Obispo, CA 93401-

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

ITEM	UNITS	DESCRIPTION	PROJECT	PRICE	GL ACCOUNT #	GL ACCOUNT NAM	AMOUNT
1		Phelan Park Expansion - 65% De Board Approval - June 14, 2023	C0078		22-2-0-17000	CIP - Parks & Rec	435,811.00
		17 acre design development for APN 3066-261-10 (Plaza Design) and APN 3066-251-18 (Phelan Park Expansion) Phase A - Management & Schematic Refinement Task 1 - Project Management and Administration - \$32,120 Task 2 - Final Schematics (35%) & Completion of CUP Plans - \$83,083 Phase B - Draft and Final Design Development (50% and 65%) Task 3 - 50% Design Development (DD) - \$181,900 Task 4 - 65% DD Plans, Spec Outline and EOPCC - \$137,788 Project Reimbursables - \$920 Grand Total: \$435,811					

Requested By: George Cardenas

Date: 8/25/2023

SUBTOTAL:	435,811.00
TOTAL TAX:	0.00
SHIPPING:	57 0.00
TOTAL	435,811.00

Payment Approval Form - Contract/Consultant

Date: 1/29/2024

Name of Vendor: General Pump Company

Description of work: Well #15 VFD, Electrical Panel, MCC
Final Invoice - Work Completed

Purchase Order # PO-05800

Date of Board Approval August 14, 2023

Original Approved Amount: \$ 262,563.00

Total Contract Amount \$ 262,563.00

% Completed to Date 81%

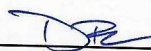
Total Invoiced to Date \$211,703.10

Amount Paid to Date 27,909.00

Total Due this Invoice **\$183,794.10**

Total Contract Amount After Invoice: \$ 50,859.90

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

Water Operations Manager _____ Date _____
 _____ Date 2/10/24
General Manager _____ Date _____

Approved by Board of Directors: _____ Date _____



INVOICE

INVOICE NO. 30845
 INVOICE DATE 11/30/2023
 CUSTOMER NO. 907
 CUSTOMER P.O. CONTRACT
 CONTRACT NO. ANNUAL

Date of completion 12/21/23

Over 65 Years of Water Well & Pump Service

159 N. ACACIA STREET, SAN DIMAS, CALIFORNIA 91773
 PHONE: (909) 599-9606 FAX: (909) 599-6238
 LICENSE: 496765

BILL TO: PHELAN PINON HILLS COMMUNITY SERVICE DIST.
 4176 WARBLER ROAD
 PHELAN CA 92371

JOB NO: 15909

ATTN: SEAN WRIGHT/ANGELICA ROMERO

PROJECT: WELL 15

SALESPERSON: 10801 **SALES TAX CODE:** 36 **TERMS:** 30DY **DUE DATE:** 12/30/2023

Description	Amount
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OUTSIDE SERVICE VFD AND ELECTRICAL INSTALLATION -PERFORMED BY TESS ELECTRIC EQUIPMENT:

SQUARE D STANDARD QED-2 SERIES SWITCHBOARD, 480/ 277V 3P 4W 60HZ 600A, FAULT CURRENT 65KA, NEMA 3R ENCLOSED WITH SPACE HEATERS & T-STAT. UTILITY SERVICE STANDARD DOOR PATTERN 1-30IN DOOR, [2] SOCKETS. MAIN BREAKER 600AF/ 500AT, LSIG, 65kA

SQUARE D MODEL 6 MCC, 480V 600A 3PH 3W 60HZ. MAX AVAILABLE FAULT CURRENT 65KA TIN PLATED COPPER BUS. OUTDOOR DUTY TYPE NEMA 3R RATED. SEISMIC STRIP HEATER,RODENT BARRIER & T-STAT. INDIVIDUAL SECTIONS LISTED L-R: O SECTION 1- 20" WIDE, INCLUDES 600A MLO BOTTOM ENTRY 600A MLO BOTTOM ENTRY. 400A VFD FEEDER BREAKER. 240KA SURGE PROTECTION DEVICE

SECTION 2- 20" WIDE, INCLUDES [1]10KVA DIST. TRANSFORMER W/ 120/ 240V. [1] 18 CURCUIT NQ PANELBOARD, 120/ 240V 1PH 3W 60HZ INCLUDES [1] QOB 2 POLE 20A QOB 1 POLE 15A

SECTION 3- 20" WIDE VFD CONTROL SECTION ON BOTTOM HALF. TOP HALF OF SECTION SHALL BE UNUSED FOR PLC EQUIPMENT TO BE INSTALLED.

TOSHIBA HX7 - PLUS PACK SERIES 6 PULSE VARIABLE FREQUENCY DRIVE, 460V 60HZ 200HP 241FLA, UL TYPE NEMA 3R, AIR TO AIR HEAT EXCHANGER

DWYER IWP PRESSURE TRANSMITTER (4-20MA SIGNAL TO PLC CABINET)

FLOW SWITCH (FLOW FAIL)

A/B PRESSURE SWITCH (HIGH PRESSURE FAILURE)

LABOR:
 INSTALL ALL EQUIPMENT LISTED (GPC TO PROVIDE CRANE ASSISTANCE AS NEEDED).
 SET AND SECURE ALL EQUIPMENT ON CONCRETE PAD AND PROVIDE ALL ONSITE WIRING.

GLAUCT# AMT
 partial payment for approved
 amount paid value invoice
 number 30755
 0578d
 GEN MGR
 ADMIN MGR
 NOTES
 PO #
 PT MGR

Thank you for your prompt payment!

GPC'S STANDARD TERMS & CONDITIONS APPLY AND ALL INVOICES ARE NET 30 DAYS FROM INVOICE DATE. WARRANTY APPLIES ONLY TO WORKMANSHIP AND MATERIALS SUPPLIED FOR THIS PROJECT.

REMIT TO VIA MAIL:
 General Pump Company
 159 N. Acacia Street
 San Dimas, CA 91773

REMIT TO VIA EFT:
 General Pump Company
 Bank Name: BankUnited
 Acct Type: Busines Checking
 Acct#: 9855787236
 Routing#: 2670-9059-4

NON-TAXABLE AMOUNT:	183,794.10
TAXABLE AMOUNT:	0.00
SALES TAX:	0.00
INVOICE TOTAL:	183,794.10
RETENTION:	0.00
AMOUNT PAID:	0.00
AMOUNT DUE:	183,794.10

INVOICE

PROJECT: WELL 15



DATE: 11/30/2023
INVOICE NO: 30845

Description	Amount
PROVIDE AND INSTALL ALL CABLE FROM MAIN SWITCH GEAR TO MCC. FROM MCC TO VFD From VFD to well pump motor. PULL AND LAND ALL ONSITE CONTROL WIRING BETWEEN MCC AND VFD AS WELL AS ALL FIELD DEVICES. PROVIDE MOTOR MAKE UP AT MOTOR CONNECTION BOX PROVIDE 17 X 30" TRAFFIC RATED PULL BOX TO BE INSTALLED WITH SPARE CONDUITS FROM MCC FOR ANY FUTURE SITE ADDITIONS START UP AND 1/2 DAY TRAINING	
Pump Logic Control: H-O-A SWITCH NORMAL/ BYPASS WASTE VALVE SWITCH EMT RUN LIGHT, VFD FAIL LIGHT, HIGH PRESSURE FAIL LIGHT RESET PUSH BUTTON BACKSPIN TIMER, OILER PRELUBE, MOTOR SPACE HEATER & THERMAL SWITCH	183,794.10

MEMORANDUM

DATE: July 26, 2023

TO: Board of Directors

FROM: Don Bartz, General Manager
By: Sean Wright, Water Operations Manager

SUBJECT: Discussion and Possible Action for the Purchase and Installation of Well 15 Production Pump Equipment and Variable Frequency Drive

STAFF RECOMMENDATION

Staff recommends the Board approve the purchase and installation of Well 15 production pump equipment and the variable frequency drive with electrical cabinets and motor control center.

BACKGROUND

The District contracted with SouthWest Pump and Drilling on May 18, 2022, to drill Well 15 located on Azalea Rd. The contractor commenced work on November 29th, 2022. The well was drilled to 1,040' below ground surface, test pumping indicated the well is capable of producing up to 750 gallons per minute for periods of up to 12 hours needing to be reduced to 675 gallons per minute for the strata to recover.

The unique flow characteristics found within well 15 are best equipped with electrical instrumentation capable of variable frequencies allowing Operations staff to modulate the flow based on demand in the distribution system. The quotations include the necessary vertical turbine pump and a motor capable of this flow modulation with the variable frequency drive and motor control center to power the equipment. Variable frequency drives eliminate and simplify many features found within traditional motor controls including flows, pressures, timers, and relays resulting in a simpler and more reliable production well for the District.

FISCAL IMPACT

Budgeted for FY 22/23- \$1,555,000

Quotation from General Pump Company for Production Pump Equipment- \$219,255

Quotation from General Pump Company for Variable Frequency Drive and Electrical Components- \$262,563

Total Amount- \$481,818.36

11/21/2023

\$278,362.98

--Two Hundred Seventy Eight Thousand Three Hundred Sixty Two Dollars and 98/100 Cents--

General Pump Company, Inc.
159 N. Acacia Street
San Dimas, CA 91773-

Aburrahman
Don Burt

DATE	INVOICE #	P.O. #	DESCRIPTION	CHECK #	CHECK DATE	AMOUNT
10/30/2023	30739	PO-05729	2A booster A Motor Repairs (Due to Storm Damage)	34379	11/21/2023	15,966.69
10/31/2023	30750	PO-05730	Well 6A Pump Removed & Inspected			19,052.00
10/31/2023	30754	PO-05728	Well #15 - Pump, Motor, Shaft Furnish Installed			216,335.29
10/31/2023	30755	PO-05728	Well #15 Transfer Switch Installed			27,909.00

towards - 262,563
183,794

Board Approved

Pump = motor = 219,255
electrical = 262,563

Total = 211,703
electrical comp.

REGULAR BOARD MEETING MINUTES

July 12, 2023

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

Board Members Present: Rebecca Kujawa, President
Mark Roberts, Vice President
Chuck Hays, Director
Deborah Philips, Director

Board Members Absent: Greg Snyder, Director

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

District Counsel: Steve Kennedy, General Counsel

REGULAR BOARD MEETING – 5:00 P.M.

Call to Order

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

Roll Call

Director Snyder was absent. Vice President Roberts was absent at Roll Call; he arrived at 5:05 p.m.

1) Approval of Agenda

Mr. Bartz requested to move Item 6g after Item 6d. Director Hays moved to approve the Agenda as amended. Director Philips seconded the motion. Motion carried 3-0.

2) Public Comment

a) **General Public** – None

b) **Community Reports**

- **State Senate** – Victor Hernandez, Field Representative for Senator Rosilicie Ochoa-Bogh, provided an update on pending legislation.

3) Consent Items

Director Philips moved to approve the consent items. Director Hays seconded the motion. Motion carried 3-0.

4) **Matters Removed from Consent Items** – None

5) **Presentations/Appointments** – None

6) **Continued/New Agenda Items**

a) **Public Hearing on Water Standby & Availability Fees for 2023/2024**

President Kujawa declared the public hearing open at 5:06 p.m.

1. **Secretary's Report**

Ms. Sevy reported the District received zero written protests, objections, or comments relating to the water standby and availability fees.

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

Mr. Kennedy reported that on May 10, 2023, the Board adopted Resolution No. 2023-11; Initiating Proceedings to Fix, Levy and Collect Water Standby Assessments for the Fiscal Year 2023/2024, and the hearing was scheduled for July 12, 2023. Notice of Public Hearing was posted in the District office and District's website beginning June 22, 2023. Notice of Hearing was published in the Mountaineer Progress on June 22, June 29, and July 6, 2023. Copies of the report were made available in the District office for public review.

Compliance with all legal requirements for the hearing were within the manner and time specified with applicable law.

3. **Staff's Report**

Mr. Bartz reported the water standby charge report reflects each parcel of land within the District's boundaries for acreage within 660 feet of water line. The preliminary standby charge report was filed with the Secretary on June 30, 2023. The updated report details 3,569 parcels for a total assessment of \$283,419.10. This amount may change as parcels connect to the system before the final report is filed with the county by the August 2023 deadline.

4. **Public Comments, Protests, and Objections**

There were no public comments, protests, or objections.

Director Philips moved to closed the public hearing. Director Hays seconded the motion. Motion carried 4-0 and the hearing closed at 5:08 p.m.

b) **Discussion & Possible Adoption of Resolution No. 2023-18; Establishing Water Standby and Availability Fees for 2023/2024**

Staff Recommendation: For the Board to adopt Resolution 2023-18; Establishing Water Standby and Availability Fees for 2023/2024.

Mr. Bartz introduced this item.

Vice President Roberts moved to adopt Resolution No. 2023-18. Director Philips seconded the motion. Motion carried 4-0.

c) Public Hearing on Delinquent Water User Charges

President Kujawa declared the public hearing open at 5:12 p.m.

1. Secretary's Report

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

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

Mr. Kennedy reported notice of Public Hearing was posted in the District office and District's website beginning June 22, 2023. Notice of Hearing was published in the Mountaineer Progress on June 22, June 29, and July 6, 2023. Notice of delinquency and hearing were also mailed to delinquent users on June 20, 2023. Copies of the report were made available in the District office for public review.

Compliance with all legal requirements for the hearing were within the manner and time specified with applicable law.

3. Staff's Report

Mr. Bartz reported the Delinquent Water User Charges Report was filed with the Secretary on July 7, 2023, and details 829 customer accounts amounting to a total of \$144,609.43.

The Delinquent Water User Charges Report reflects each affected parcel of real property and the total amount of charges and delinquencies for each affected parcel as of June 30, 2023. The final list will be submitted to the County of San Bernardino for collection not later than August 10, 2023, and will be updated as necessary until submittal.

4. Public Comments, Protests, and Objections

Ms. Tawil provided a public comment.

Director Philips moved to close the public hearing. Vice President Roberts seconded the motion. Motion carried 4-0 and the hearing closed at 5:16 p.m.

d) Discussion & Possible Adoption of Resolution No. 2023-19; Confirming, or Modifying and then Confirming, the Report of Delinquent Water User Charges for the Purpose of Collecting Said Charges on the San Bernardino County Tax Roll

Staff Recommendation: For the Board to adopt Resolution No. 2023-19; Confirming, or Modifying and then Confirming, the Report of Delinquent Water User Charges for the Purpose of Collecting Said Charges on the San Bernardino County Tax Roll.

Mr. Bartz introduced this item.

Director Hays moved to adopt Resolution No. 2023 19. Director Philips seconded the motion. Motion carried 4-0.

e) **Discussion & Possible Action Regarding Purchase and Installation of Well No. 15 Production Pump Equipment and Variable Frequency Drive**

Staff Recommendation: For the Board to approve the purchase and installation of Well No. 15's production pump equipment and the variable frequency drive with electrical cabinets and motor control center.

Mr. Wright introduced this item.

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

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

Staff Recommendation: None.

Ms. Sevy provided a presentation on the status of solid waste program implementation.

No action taken; not an action item.

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

Staff Recommendation: None

Sophie Steeno provided an update on the status of the Civic Center Project.

No action taken; not an action item.

7) **Committee Reports/Comments**

- a) **Engineering Committee (Standing)** – Meets next Wednesday.
- b) **Finance Committee (Standing)** – Meets next week.
- c) **Legislative Committee (Standing)** – Meets again in September.
- d) **Parks, Recreation & Street Lighting Committee (Standing)** – Meets in August.
- e) **Waste & Recycling Committee (Standing)** – Meets next week.

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

Mr. Bartz reported that he met with the county on well permits and illegal grow cleanup.

9) **Reports**

a) **Director's Report**

Philips – Nothing to report.

Roberts – Nothing to report.

Hays – Nothing to report.

b) **President's Report** – Nothing to report.

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

11) **Review of Action Items**

a) **Prior Meeting Action Items** – Fuel station capacity upgrade research is in progress.

b) **Current Meeting Action Items** – None

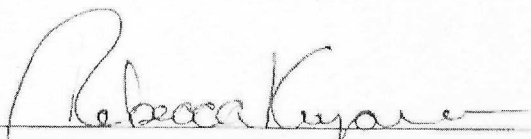
12) **Set Agenda for Next Meeting**

- Regular Board Meeting – July 26, 2023, 5:00 p.m.

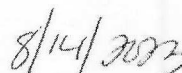
13) **Adjournment**

With no further business before the Board, the meeting was adjourned at 5:31 p.m.

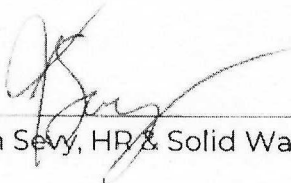
Agenda materials can be viewed online at www.pphcsd.org



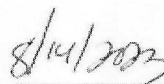
Rebecca Kujawa, President of the Board



Date



Kim Sew, HR & Solid Waste Manager/District Clerk



Date

MEMORANDUM

DATE: July 26, 2023

TO: Board of Directors

FROM: Don Bartz, General Manager
By: Sean Wright, Water Operations Manager

SUBJECT: Discussion and Possible Action for the Purchase and Installation of Well 15 Production Pump Equipment and Variable Frequency Drive

STAFF RECOMMENDATION

Staff recommends the Board approve the purchase and installation of Well 15 production pump equipment and the variable frequency drive with electrical cabinets and motor control center.

BACKGROUND

The District contracted with SouthWest Pump and Drilling on May 18, 2022, to drill Well 15 located on Azalea Rd. The contractor commenced work on November 29th, 2022. The well was drilled to 1,040' below ground surface, test pumping indicated the well is capable of producing up to 750 gallons per minute for periods of up to 12 hours needing to be reduced to 675 gallons per minute for the strata to recover.

The unique flow characteristics found within well 15 are best equipped with electrical instrumentation capable of variable frequencies allowing Operations staff to modulate the flow based on demand in the distribution system. The quotations include the necessary vertical turbine pump and a motor capable of this flow modulation with the variable frequency drive and motor control center to power the equipment. Variable frequency drives eliminate and simplify many features found within traditional motor controls including flows, pressures, timers, and relays resulting in a simpler and more reliable production well for the District.

FISCAL IMPACT

Budgeted for FY 22/23- \$1,555,000

Quotation from General Pump Company for Production Pump Equipment- \$219,255

Quotation from General Pump Company for Variable Frequency Drive and Electrical Components- \$262,563

Total Amount- \$481,818.36



GENERAL PUMP COMPANY

INVOICE

INVOICE NO. 30754
 INVOICE DATE 10/31/2023
 CUSTOMER NO. 907
 CUSTOMER P.O. CONTRACT
 CONTRACT NO. ANNUAL

Over 65 Years of Water Well & Pump Service
 159 N. ACACIA STREET, SAN DIMAS, CALIFORNIA 91773
 PHONE: (909) 599-9606 FAX: (909) 599-6238
 LICENSE: 496765

BILL TO: PHELAN PINON HILLS COMMUNITY SERVICE DIST.
 4176 WARBLER ROAD
 PHELAN CA 92371

JOB NO: 15909

ATTN: SEAN WRIGHT/ANGELICA ROMERO

PROJECT: WELL 15

SALESPERSON: 10801 **SALES TAX CODE:** 36 **TERMS:** 30DY **DUE DATE:** 11/30/2023

Description	Amount
SHOP LABOR RECEIVE AND INSPECT NEW MATERIALS, QUALITY ASSURANCE WELD CONE STRAINER TO SUCTION PIPE AND THREAD INTO SUCTION CASE PRESSURE WASH AND PREP NEW COLUMN, TUBE, AND SHAFT ASSEMBLIES FOR INSTALL APPLY LINE SHAFT THREAD ANTI-SEIZE AND INSTALL NEW LINE SHAFT COUPLINGS STAB OUT OIL TUBE AND SHAFT ASSEMBLIES INTO COLUMN PIPE FOR TRANSPORT INSTALL TOP COLUMN PIPE AND FLANGE ONTO DISCHARGE HEAD INSTALL OIL RECEIVER BEARING AND TENSION PLATE INTO DISCHARGE HEAD MACHINE TOP STRETCH TUBE MACHINE HEAD SHAFT FABRICATE GPC 2-GALLON OIL POT MOUNT OIL POT AND DRIPPER ASSEMBLY, W/ BY-PASS PREP MISCELLANEOUS PUMP HARDWARE AND COMPONENTS FOR INSTALL LOAD OUT ALL PUMP COMPONENTS FOR TRANSPORT PREP RIG AND TOOLING FOR PUMP INSTALL 120 HRS. @ \$90/HR	10,800.00

MATERIALS
 USEM 200 HP VHS WP1 1800 RPM MOTOR
 O/L BOWL ASSEMBLY DESIGNED FOR 750 GPM @ 620 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

DESCRIPTION Well # 15 Pump, Motor, Shaft furnish install
 GL ACCT #
 PU-05728
 7/12/23 agenda item
 216335.29

NOTES
 PO #
 DEPT MGR

Gen Pump
 05728

Thank you for your prompt payment!

GPC'S STANDARD TERMS & CONDITIONS APPLY AND ALL INVOICES ARE NET 30 DAYS FROM INVOICE DATE. WARRANTY APPLIES ONLY TO WORKMANSHIP AND MATERIALS SUPPLIED FOR THIS PROJECT.

REMIT TO VIA MAIL:
 General Pump Company
 159 N. Acacia Street
 San Dimas, CA 91773

REMIT TO VIA EFT:
 General Pump Company
 Bank Name: BankUnited
 Acct Type: Busines Checking
 Acct#: 9855787236
 Routing#: 2670-9059-4

NON-TAXABLE AMOUNT:	27,800.00
TAXABLE AMOUNT:	174,974.75
SALES TAX:	13,560.54
INVOICE TOTAL:	216,335.29
RETENTION:	69.00
AMOUNT PAID:	0.00
AMOUNT DUE:	216,335.29

INVOICE



PROJECT: WELL 15

DATE: 10/31/2023

INVOICE NO: 30754

Description

Amount

FABRICATED STEEL DISCHARGE HEAD W/ 12" FLANGE
 TUBE TENSION ASSEMBLY AND TOP TUBE
 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
 FREIGHT

174,974.75

FIELD LABOR
 CHLORINATE & INSTALL
 MOBILIZE TO SITE.
 SET UP RIG AND CHLORINATE WELL W/ PERF CHAMBER.
 INSTALL O/L PUMP EQUIPMENT AND MOTOR.
 PREP SITE FOR FUTURE STARTUP.
 CLEAN AND SECURE SITE.
 DEMOBILIZE.
 PUMP PULLING RIG - 30 TON (\$135/HR.), SERVICE TRUCK (\$20/HR.)
 OPERATOR (\$90/HR.), AND (2) PUMP MECHANICS - FIELD (\$180/HR.)
 40 HRS. @ \$425/HR.

17,000.00

REGULAR BOARD MEETING MINUTES
July 12, 2023
Phelan Community Center
4128 Warbler Road, Phelan, CA 92371
& Remotely Via Zoom or Conference Call

Board Members Present: Rebecca Kujawa, President
Mark Roberts, Vice President
Chuck Hays, Director
Deborah Philips, Director

Board Members Absent: Greg Snyder, Director

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

District Counsel: Steve Kennedy, General Counsel

REGULAR BOARD MEETING – 5:00 P.M.

Call to Order

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

Roll Call

Director Snyder was absent. Vice President Roberts was absent at Roll Call; he arrived at 5:05 p.m.

1) Approval of Agenda

Mr. Bartz requested to move Item 6g after Item 6d. Director Hays moved to approve the Agenda as amended. Director Philips seconded the motion. Motion carried 3-0.

2) Public Comment

a) **General Public** None

b) **Community Reports**

- **State Senate** Victor Hernandez, Field Representative for Senator Rosilicie Ochoa-Bogh, provided an update on pending legislation.

3) Consent Items

Director Philips moved to approve the consent items. Director Hays seconded the motion. Motion carried 3-0.

4) **Matters Removed from Consent Items** – None

5) **Presentations/Appointments** – None

6) **Continued/New Agenda Items**

a) **Public Hearing on Water Standby & Availability Fees for 2023/2024**

President Kujawa declared the public hearing open at 5:06 p.m.

1. **Secretary's Report**

Ms. Sevy reported the District received zero written protests, objections, or comments relating to the water standby and availability fees.

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

Mr. Kennedy reported that on May 10, 2023, the Board adopted Resolution No. 2023-11; Initiating Proceedings to Fix, Levy and Collect Water Standby Assessments for the Fiscal Year 2023/2024, and the hearing was scheduled for July 12, 2023. Notice of Public Hearing was posted in the District office and District's website beginning June 22, 2023. Notice of Hearing was published in the Mountaineer Progress on June 22, June 29, and July 6, 2023. Copies of the report were made available in the District office for public review.

Compliance with all legal requirements for the hearing were within the manner and time specified with applicable law.

3. **Staff's Report**

Mr. Bartz reported the water standby charge report reflects each parcel of land within the District's boundaries for acreage within 660 feet of water line. The preliminary standby charge report was filed with the Secretary on June 30, 2023. The updated report details 3,569 parcels for a total assessment of \$283,419.10. This amount may change as parcels connect to the system before the final report is filed with the county by the August 2023 deadline.

4. **Public Comments, Protests, and Objections**

There were no public comments, protests, or objections.

Director Philips moved to closed the public hearing. Director Hays seconded the motion. Motion carried 4-0 and the hearing closed at 5:08 p.m.

b) **Discussion & Possible Adoption of Resolution No. 2023-18; Establishing Water Standby and Availability Fees for 2023/2024**

Staff Recommendation: For the Board to adopt Resolution 2023-18; Establishing Water Standby and Availability Fees for 2023/2024.

Mr. Bartz introduced this item.

Vice President Roberts moved to adopt Resolution No. 2023-18. Director Philips seconded the motion. Motion carried 4-0.

c) Public Hearing on Delinquent Water User Charges

President Kujawa declared the public hearing open at 5:12 p.m.

1. Secretary's Report

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

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

Mr. Kennedy reported notice of Public Hearing was posted in the District office and District's website beginning June 22, 2023. Notice of Hearing was published in the Mountaineer Progress on June 22, June 29, and July 6, 2023. Notice of delinquency and hearing were also mailed to delinquent users on June 20, 2023. Copies of the report were made available in the District office for public review.

Compliance with all legal requirements for the hearing were within the manner and time specified with applicable law.

3. Staff's Report

Mr. Bartz reported the Delinquent Water User Charges Report was filed with the Secretary on July 7, 2023, and details 829 customer accounts mounting to a total of \$144,609.43.

The Delinquent Water User Charges Report reflects each affected parcel of real property and the total amount of charges and delinquencies for each affected parcel as of June 30, 2023. The final list will be submitted to the County of San Bernardino for collection not later than August 10, 2023, and will be updated as necessary until submittal.

4. Public Comments, Protests, and Objections

Ms. Tawil provided a public comment.

Director Philips moved to close the public hearing. Vice President Roberts seconded the motion. Motion carried 4-0 and the hearing closed at 5:16 p.m.

d) Discussion & Possible Adoption of Resolution No. 2023-19; Confirming, or Modifying and then Confirming, the Report of Delinquent Water User Charges for the Purpose of Collecting Said Charges on the San Bernardino County Tax Roll

Staff Recommendation: For the Board to adopt Resolution No. 2023-19; Confirming, or Modifying and then Confirming, the Report of Delinquent Water User Charges for the Purpose of Collecting Said Charges on the San Bernardino County Tax Roll.

Mr. Bartz introduced this item.

Director Hays moved to adopt Resolution No. 2023 19. Director Philips seconded the motion. Motion carried 4-0.

e) **Discussion & Possible Action Regarding Purchase and Installation of Well No. 15 Production Pump Equipment and Variable Frequency Drive**

Staff Recommendation: For the Board to approve the purchase and installation of Well No. 15's production pump equipment and the variable frequency drive with electrical cabinets and motor control center.

Mr. Wright introduced this item.

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

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

Staff Recommendation: None.

Ms. Sevy provided a presentation on the status of solid waste program implementation.

No action taken; not an action item.

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

Staff Recommendation: None

Sophie Steeno provided an update on the status of the Civic Center Project.

No action taken; not an action item.

7) **Committee Reports/Comments**

- a) **Engineering Committee (Standing)** Meets next Wednesday.
- b) **Finance Committee (Standing)** - Meets next week.
- c) **Legislative Committee (Standing)** Meets again in September.
- d) **Parks, Recreation & Street Lighting Committee (Standing)** - Meets in August.
- e) **Waste & Recycling Committee (Standing)** - Meets next week.

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

Mr. Bartz reported that he met with the county on well permits and illegal grow cleanup.

9) **Reports**

- a) **Director's Report**
 - Philips** Nothing to report.
 - Roberts** - Nothing to report.
 - Hays** - Nothing to report.

b) **President's Report** Nothing to report.

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

11) **Review of Action Items**

- a) **Prior Meeting Action Items** - Fuel station capacity upgrade research is in progress.

b) **Current Meeting Action Items** – None

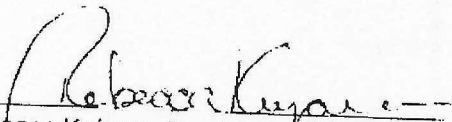
12) **Set Agenda for Next Meeting**

- Regular Board Meeting – July 26, 2023, 5:00 p.m.

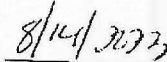
13) **Adjournment**

With no further business before the Board, the meeting was adjourned at 5:31 p.m.

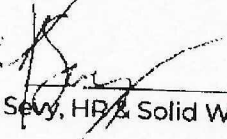
Agenda materials can be viewed online at www.pphcsd.org



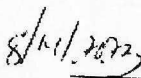
Rebecca Kujawa, President of the Board



Date



Kim Sew, HR & Solid Waste Manager/District Clerk



Date



PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT PURCHASE ORDER

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

PO Number: PO-05728

Date: 11/13/2023

Request #: PO-05728

Vendor #: GENPUM

ISSUED TO: General Pump Company, Inc.
159 N. Acacia Street
San Dimas, CA 91773-

SHIP TO: Service
Service
Phelan, CA 92371

ITEM	UNITS	DESCRIPTION	PROJECT	PRICE	GL ACCOUNT #	GL ACCOUNT NAM	AMOUNT
1		well 15 pump, motor, shaft furnis	C0095		01-0-0-17000	CIP Enterprise Fun	216,335.29
2		well 15 pump, motor, shaft furnis	C0095		01-0-0-17000	CIP Enterprise Fun	27,909.00

well 15 pump, motor, shaft furnish and installatio

Requested By: Sean Wright

Date: 11/13/2023

SUBTOTAL:	244,244.29
TOTAL TAX:	0.00
SHIPPING:	76 0.00
TOTAL	244,244.29

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



GENERAL PUMP COMPANY

INVOICE

Over 65 Years of Water Well & Pump Service

159 N. ACACIA STREET, SAN DIMAS, CALIFORNIA 91773

PHONE: (909) 599-9606

FAX: (909) 599-6238

LICENSE: 496765

INVOICE NO. 30755
INVOICE DATE 10/31/2023
CUSTOMER NO. 907
CUSTOMER P.O. CONTRACT
CONTRACT NO. ANNUAL

*7/12/23
Angelica
HCE*

BILL TO: PHELAN PINON HILLS COMMUNITY SERVICE DIST.
4176 WARBLER ROAD
PHELAN CA 92371

JOB NO: 15909

PROJECT: WELL 15

ATTN: SEAN WRIGHT/ANGELICA ROMERO

SALESPERSON: 10801 SALES TAX CODE: 36 TERMS: 30DY DUE DATE: 11/30/2023

Description	Amount
OUTSIDE SERVICE MANUAL TRANSFER SWITCH - PERFORMED BY TESS ELECTRIC TESS ELECTRIC TO SUPPLY AND INSTALL (1) ABB 600A 600V ZTG T- SERIES MANUAL TRANSFER SWITCH. THE TRANSFER SWITCH SHALL BE INTEGRATED WITH THE MAIN SWITCH TO BE INSTALLED AT WELL 15. TESS ELECTRIC SHALL RUN (2) PARALLEL 3" CONDUITS BETWEEN THE MAIN SWITCH CABINET AND PROPOSED MTS. (4) 400A RATED FEMALE CAM LOCK TYPE CONNECTORS SHALL BE INSTALLED WITH NEMA 3R CONVERS ON THE BOTTOM OF MTS FOR GENERATOR CONNECTION.	27,909.00

DESCRIPTION *Well #15 transfer switch installed*
 BLA... AMI
 27,909

NOTES
 GEN MGR
 ADMIN MGR

Thank you for your prompt payment!

GPC'S STANDARD TERMS & CONDITIONS APPLY AND ALL INVOICES ARE NET 30 DAYS FROM INVOICE DATE. WARRANTY APPLIES ONLY TO WORKMANSHIP AND MATERIALS SUPPLIED FOR THIS PROJECT.

REMIT TO VIA MAIL:
General Pump Company
159 N. Acacia Street
San Dimas, CA 91773

REMIT TO VIA EFT:
General Pump Company
Bank Name: BankUnited
Acct Type: Business Checking
Acct#: 9855787236
Routing#: 2670-9059-4

NON-TAXABLE AMOUNT:	27,909.00
TAXABLE AMOUNT:	0.00
SALES TAX:	0.00
INVOICE TOTAL:	27,909.00
RETENTION:	0.00
AMOUNT PAID:	0.00
AMOUNT DUE:	27,909.00



PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT PURCHASE ORDER

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

PO Number: PO-05728

Date: 11/13/2023

Request #: PO-05728

Vendor #: GENPUM

ISSUED TO: General Pump Company, Inc.
159 N. Acacia Street
San Dimas, CA 91773-

SHIP TO: Service
Service
Phelan, CA 92371

ITEM	UNITS	DESCRIPTION	PROJECT	PRICE	GL ACCOUNT #	GL ACCOUNT NAM	AMOUNT
1		well 15 pump, motor, shaft furnis	C0095		01-0-0-17000	CIP Enterprise Fun	216,335.29
2		well 15 pump, motor, shaft furnis	C0095		01-0-0-17000	CIP Enterprise Fun	27,909.00

well 15 pump, motor, shaft furnish and installatio

Requested By: Sean Wright

Date: 11/13/2023

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

SUBTOTAL:	244,244.29
TOTAL TAX:	0.00
SHIPPING:	78 0.00
TOTAL	244,244.29



GENERAL PUMP COMPANY

INVOICE

Over 65 Years of Water Well & Pump Service

159 N. ACACIA STREET, SAN DIMAS, CALIFORNIA 91773
 PHONE: (909) 599-9606 FAX: (909) 599-6238
 LICENSE: 496765

INVOICE NO. 30755
 INVOICE DATE 10/31/2023
 CUSTOMER NO. 907
 CUSTOMER P.O. CONTRACT
 CONTRACT NO. ANNUAL

*7/12/23
 Angela
 HOGUE*

BILL TO: PHELAN PINON HILLS COMMUNITY SERVICE DIST.
 4176 WARBLER ROAD
 PHELAN CA 92371

JOB NO: 15909
 PROJECT: WELL 15

ATTN: SEAN WRIGHT/ANGELICA ROMERO

SALESPERSON: 10801 SALES TAX CODE: 36 TERMS: 30DY DUE DATE: 11/30/2023

Description	Amount
OUTSIDE SERVICE MANUAL TRANSFER SWITCH - PERFORMED BY TESS ELECTRIC TESS ELECTRIC TO SUPPLY AND INSTALL (1) ABB 600A 600V ZTG T- SERIES MANUAL TRANSFER SWITCH. THE TRANSFER SWITCH SHALL BE INTEGRATED WITH THE MAIN SWITCH TO BE INSTALLED AT WELL 15. TESS ELECTRIC SHALL RUN (2) PARALLEL 3" CONDUITS BETWEEN THE MAIN SWITCH CABINET AND PROPOSED MTS. (4) 400A RATED FEMALE CAM LOCK TYPE CONNECTORS SHALL BE INSTALLED WITH NEMA 3R CONVERS ON THE BOTTOM OF MTS FOR GENERATOR CONNECTION.	27,909.00

DESCRIPTION Well #15 transfer switch installed
BLANCH AMI
pl-05728 27,909

NOTES

PCP [Signature] GEN MGR
 SALES MGR [Signature] SALES MGR

Thank you for your prompt payment!
 GPC'S STANDARD TERMS & CONDITIONS APPLY AND ALL INVOICES ARE NET 30 DAYS FROM INVOICE DATE.
 WARRANTY APPLIES ONLY TO WORKMANSHIP AND MATERIALS SUPPLIED FOR THIS PROJECT.

REMIT TO VIA MAIL:
 General Pump Company
 159 N. Acacia Street
 San Dimas, CA 91773

REMIT TO VIA EFT:
 General Pump Company
 Bank Name: BankUnited
 Acct Type: Business Checking
 Acct#: 9855787236
 Routing#: 2670-9059-4

NON-TAXABLE AMOUNT:	27,909.00
TAXABLE AMOUNT:	0.00
SALES TAX:	0.00
INVOICE TOTAL:	27,909.00
RETENTION:	0.00
AMOUNT PAID:	0.00
AMOUNT DUE:	27,909.00



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

PURCHASE ORDER

PO Number: PO-05728

Date: 11/13/2023

Request #: PO-05728

Vendor #: GENPUM

ISSUED TO: General Pump Company, Inc.
159 N. Acacia Street
San Dimas, CA 91773-

SHIP TO: Service
Service
Phelan, CA 92371

ITEM	UNITS	DESCRIPTION	PROJECT	PRICE	GL ACCOUNT #	GL ACCOUNT NAM	AMOUNT
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2		well 15 pump, motor, shaft furnis	C0095		01-0-0-17000	CIP Enterprise Fun	27,909.00

well 15 pump, motor, shaft furnish and installatio

Requested By: Sean Wright

Date: 11/13/2023

SUBTOTAL:	244,244.29
TOTAL TAX:	80 0.00
SHIPPING:	0.00
TOTAL	244,244.29

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

Payment Approval Form - Contract/Consultant

Date: 1/29/2024

Name of Vendor: Novotx, LLC.

Description of work: ElementsXS - Mobile Asset Management

Purchase Order # PO-05800

Date of Board Approval January 10, 2024

Original Approved Amount: \$ 78,500.00

Total Contract Amount \$ 78,500.00

% Completed to Date 61%

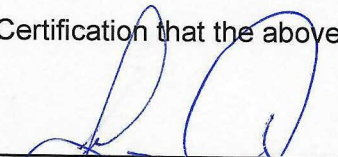
Total Invoiced to Date \$47,500.00

Amount Paid to Date 0.00

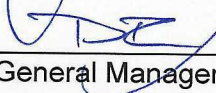
Total Due this Invoice **\$47,500.00**

Total Contract Amount After Invoice: \$ 31,000.00

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



Engineering Manager 1/29/2024
Date



General Manager 2/10/24
Date

Approved by Board of Directors: _____
Date



INVOICE

Invoice# INV-00239

Balance Due
\$47,500.00

Novotx, LLC

4905 South 1500 West Suite 210
Suite 210
Riverdale Utah 84405
U.S.A

Bill To **Phelan Pinon Hills Community Services District**

4176 Warbler Rd
Phelan
92371 California
U.S.A

Invoice Date : 25 Jan 2024
Terms : Net 30
Due Date : 24 Feb 2024
Sales person : Adam Schmidt

#	Item & Description	Qty	Rate	Amount
1	Elements XS Annual Subscription - Single Utility Tier 1 Elements XS Annual Subscription for Utilities with up to 25,000 service connections. Enterprise License; includes unlimited named users. Subscription renews annually beginning 12 months after date of installation.	1	10,000.00	10,000.00
2	Hosting Services (AWS) Annual hosting services fee for Elements XS. Includes setup, maintenance, and support of Elements XS environment and up to 150gb of cloud storage for file attachments.	1	3,000.00	3,000.00
3	811 Annual Subscription Annual subscription fee for 811 integration. For the first year, a 100% discount is applied, resulting in no charge for the license. Starting from the second year and thereafter, the standard annual license fee of \$3,500 will be applicable.	1	3,500.00	0.00
4	Utility Billing Integration - Annual Subscription Annual subscription fee for Elements XS integration with approved Utility Billing vendor as detailed below.	1	3,500.00	3,500.00
5	Asset Management Onboarding Services Fixed price for Elements XS onboarding services as outlined below. Divisions included: Water Distribution	0.5	17,500.00	8,750.00
6	Professional Services - Data Migration Migration Services to convert Sedaru data provided to Elements XS.	0.5	8,500.00	4,250.00
7	Professional Services - 811 Configuration Elements XS 811 integration with positive response where required by law.	0.5	5,500.00	2,750.00
8		0.5	22,500.00	11,250.00

82

#	Item & Description	Qty	Rate	Amount
	<p>Professional Services - Utility Billing Integration Elements XS 2-way interface with Tyler Incode.</p> <p>This represents our best estimate based on conversations with District staff. The Novotx team will work as a partner with the District to ensure the best possible workflows are implemented based on current functionality and known limitations of Tyler Incode.</p> <p>A final scope specific to this line item will be developed in conjunction with Customer and Novotx team for sign off prior to workflow development.</p>			
9	<p>Professional Services - Workflow Development Custom Elements Workflow developed to facilitate an import/export data sharing process with Wachs Valve Exerciser.</p> <p>A final scope specific to this line item will be developed in conjunction with Customer and Novotx team for sign off prior to workflow development.</p>	0.5	8,000.00	4,000.00
			Sub Total	47,500.00
			Total	\$47,500.00
			Balance Due	\$47,500.00

PO# 5800

DESCRIPTION ElementsXS - Mobile Asset Management

GL ACCT # AMT

CO0112 \$47,500


NOTES Novotx Elements XS Implementation

Deposit

January 25, 2024 - Novotx Invoice: INV-00239

Contract Amount: \$78,500/Board Approved 1/10/24

PO # 5800 GEN MGR _____

DEPT MGR  ADMIN MGR _____

Agenda Item 3d

Acceptance of 4th Quarter
Franchise Hauler's Report

**San Bernardino County
Unincorporated Area Franchise Hauler
Quarterly Report**

Reporting Period: 10/1/2023 to 12/31/2023

CFA PPHCSD

Hauler: CR & R
 Contact Name & Phone No. Brandon McGill (760) 524-1409
 Email: brandonm@crrmail.com
 Billing Accounts: 1030 & 1052

Section 1.1

All DRS/Data Exchange Corrections Submitted On-Tim	YES	YES	YES
--	-----	-----	-----

Section 1.2

Collection Information Report

Account Types	Residential			Commercial		
	Month 1	Month 2	Month 3	Month1	Month 2	Month 3
Total # of accounts serviced	5495	5498	5508	93	93	93
# of barrel accounts serviced	4036	4057	4072	6	6	6
# bin accounts serviced	1459	1441	1436	87	87	87
# of cleanup service (Roll Offs) placements				27	38	41

Commercial Accounts						
# of Comm-Businesses with recycling services				90	91	90
# of Comm-Businesses with organic services				0	20	35
Total # of multi-family accounts w/ Rec.				1	1	1

Section 1.3

Cleanup Events	Month 1	Month 2	Month 3
YES/NO	NO	NO	YES
Tons	0	0	7.61
Tires	0	0	396

Actual Disposal - Total Tons	Residential			Commercial		
	Month 1	Month 2	Month 3	Month1	Month 2	Month 3
Total monthly solid waste	1056.62	1168.6	1094.73	228.25	154.17	195.99
Total monthly recycle diversion	1.3	1.8	1.9	9.62	8.35	17.86
Total monthly organics diversion	0	0	0	0	0	0

Section 1.4

Service Information Report

	Month 1	Month 2	Month 3
# of commendations	34	37	42
# of litter complaints	0	0	0
# of property damage complaints	0	0	0
# of misplaced container complaints	0	0	0
# of personnel complaints	0	0	0
# of missed pick-ups	8	12	11
# of replacement containers	46	48	51
# of stolen containers	3	1	0
# of bulky item pick-ups	75	86	92

Section 1.5

Outreach Information

Multiple flyers sent out to PPHCSD customers

Section 1.6

Financial Information	Month 1	Month 2	Month 3
Total	434,838.83	273904.01	216616.75
Franchise Fee Rate	10.00%	10.00%	10.00%
Franchise Fee	43,483.88	27,390.40	21,661.68

Comments

Agenda Item 3e

Acceptance of Annual Franchise
Hauler's Report

Annual Report

PPHCSD – CR&R INCORPORATED

Year: 2023

Summary Report:

<u>Actual Disposal</u>	Residential	Commercial	Total for the year
Total Route tons of solid waste for the year	13193.24	1369.05	14562.29
Total roll-off tons of solid waste for the year	0.00	1259.16	1259.16
Total residual solid waste for the year In County	0.00	0.00	0.00
Total solid waste disposal for the year (tons)	11433.70	2628.21	15821.45
<u>Diversions</u>			
Total Regular Diversion for the year (tons)	27.88	299.16	327.04
Total Green Waste Diversion for the year (tons)	0.00	0.00	0.00
Total Waste Generation for the year (tons)	11461.58	2927.37	16148.49
Diversion Rate for the year (%)	0.24%	10.22%	2.03%

Equipment Inventory: (A complete inventory of collection equipment in your operations.)

Truck #	Year	Make	Vin#	Lic #	Fuel Type
53302	1998	AUTOCAR	4VMHCMFE2WN744852	999219	DIESEL
57389	1995	AUTOCAR	4V2ECFHD9SN695282	88223G2	DIESEL
57440	2006	AUTOCAR	5VCDC6MF86H202933	5W57819	DIESEL
53303	1998	AUTOCAR	4VMHCMHE6XN766771	71566P1	DIESEL
53308	2000	VOLVO	4V2HC2HEOYN252848	70219P1	DIESEL
53301	1994	VOLVO	4V2HCFH08RN685995	378552	DIESEL
55280	1998	VOLVO	4VMDCMPE6WN747507	21647N2	DIESEL
55148	2006	AUTOCAR	5VCDC6ME66H203540	8E41807	DIESEL
57400	2006	AUTOCAR	5VCDC6PE26H203613	1240252	DIESEL
6757	1998	VOLVO	4VMDAKHE4WN744756	999197	DIESEL
62-59	2011	INTXX	1HTMMAAM5BH283029	33970D2	DIESEL
57376	2001	PTRBL	1NPZL00X71D712911	96138X1	DIESEL
53-428	2022	PTRBL	3BPDJ0XXNF112085	99526G3	DIESEL
55-262	2008	INTXX	2HSCEAHR08C643046	03419P2	DIESEL
67-35	1992	AUTOCAR	4V2DAFHC9NU510814	6F06468	DIESEL
67-55	1998	VOLVO	4VMDAKHE2WN744855	71567P1	DIESEL
67-78	2001	PTRBL	1NPZHD8X51D712399	44454X2	DIESEL
53-201	2006	AUTOCAR	5VCDC6PE86H203017	8C83377	DIESEL
53-283	2007	AUTOCAR	5VCDC6MFX7H204958	EP09892	DIESEL

53-464	2023	PTRBL	3BPDJ0X8PF115537	82665N3	DIESEL
53-283	2007	AUTOCAR	5VCDC6MFX7H204958	EP09892	DIESEL
55-232	2008	PTRBL	2NPRLN0X68M754858	88317G2	DIESEL
57-135	2002	VOLVO	4V2HC6HEX2N333080	6W86155	DIESEL
57-378	2001	PTRBL	1NPZHD8X61D712394	96069X1	DIESEL
57-390	2001	VOLVO	4V2EC6UE41N316069	11654J2	DIESEL
57-430	2006	PTRBL	1NPZL00X16D716542	23851P2	DIESEL
57-437	2003	CRANE	1CYCCL4851T045097	58855P2	DIESEL
57-473	2018	PTRBL	3BPDL70X3JF177269	28170J2	DIESEL

Future Programs Report: (This report identifies all future programs and facilities that may be needed but have not been planned for.)

Education outreach to commercial accounts. Route audits for residential routes.

Litigation Information Report: (Declaration of any current status of all pending criminal or civil litigation.)

None to report at this time

Agenda Item 3f

Adoption of Resolution No. 2024-02;
Resolution to Amend and Restate
the MidAmerica Administrative and
Retirement Solutions Health
Reimbursement Arrangement

MEMORANDUM

DATE: February 14, 2024

TO: Board of Directors

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

SUBJECT: Adoption of Resolution No. 2024-02; Resolution to Amend and Restate the MidAmerica Administrative and Retirement Solutions Health Reimbursement Arrangement

STAFF RECOMMENDATION

For the Board to adopt Resolution No. 2024-02; Resolution to Amend and Restate the MidAmerica Administrative and Retirement Solutions Health Reimbursement Arrangement.

BACKGROUND

On November 8, 2023, the Board approved amendments to Section 4.2 of the Personnel Manual which, among other effects, codified the 2024 benefits contribution design which saves District employees approximately \$100,000 in contributions for 2024 and saves the District almost \$10,000 compared to what was budgeted, thus maximizing the District's health insurance contribution towards employee health benefits without impacting District expenses.

Part of the new benefits contribution includes expanded Health Reimbursement Arrangement ("HRA") contributions. The new HRA contributions must be updated in the District's Premium Conversion Plan in compliance with IRS Code Section 125. The attached Resolution will amend and restate the existing HRA plan documents and maintain District compliance with IRS Code Section 125.

FISCAL IMPACT

None

ATTACHMENT(S)

Resolution No. 2024-02

**RESOLUTION TO AMEND AND RESTATE
THE MIDAMERICA ADMINISTRATIVE & RETIREMENT SOLUTIONS
HEALTH REIMBURSEMENT ARRANGEMENT**

WHEREAS, _____
(the “Employer”) has established and adopted the MidAmerica Administrative & Retirement Solutions Health Reimbursement Arrangement (the “Plan”) for the benefit of its eligible employees and their dependents;

WHEREAS, the section of the Plan entitled “Plan Amendments” reserves the right of the Employer to amend the Plan, at any time and in whole or in part, so long as participants are notified and any amendment does not adversely affect the rights of existing participants, and to make changes imposed by the Internal Revenue Service, without notice to participants;

WHEREAS, the Employer wishes to amend and restate the Plan; and

WHEREAS, a copy of the amended and restated Plan document has been attached;

NOW, THEREFORE, BE IT RESOLVED that the Plan is amended and restated by adopting all of the terms of the amended and restated Plan document attached, effective on _____.

This Resolution has been executed this _____ day of _____, 2024.

Signature

Name and Title

Employer

Health Reimbursement Arrangement for Active Employees

ADOPTION AGREEMENT

for

Employer Address: _____

Employer Telephone Number: _____

Employer Identification Number: _____



The undersigned Employer, by executing this Adoption Agreement, hereby adopts and implements the Health Reimbursement Arrangement for Integrated Employees (hereinafter referred to as the "Plan" or the "HRA") and agrees to abide by the terms of the Plan. With this Adoption Agreement, and by its authorized signature below, the Employer hereby makes the following designations.

Effective Date. The Plan's Original Effective Date is _____. The Plan's Restated Effective Date is _____. The Plan is available to Employees of the Employer effective _____.

Plan Year. The Plan Year ends on _____.

Eligible Classes. The class or classes of Employees covered by this Plan are: *(See attached Class Specifications.)*

Class ActA: _____ Class ActB: _____
Class ActC: _____ Class ActD: _____
Class ActE: _____ Class ActF: _____

Designation of Plan Administrator. The Employer hereby designates the following initial Plan Administrator: MidAmerica Administrative & Retirement Solutions, Inc.

Designation of Individuals to Have Access to Protected Health Information ("PHI"). The following Employees, classes of Employees, or other persons shall be given access to the PHI to be disclosed:

The Employer hereby agrees to the provisions of the Plan and has executed this Adoption Agreement on this _____ day of _____, 20____.

Name of Employer: _____

Signature: _____

Print Name: _____

Title: _____

Employer CONTACT (print): _____

Title: _____

E-Mail: _____

Telephone: _____ Ext. _____

Fax: _____

IRS Circular 230 Notice: We are required to advise you no person or entity may use any tax advice in this communication or any attachment to (i) avoid any penalty under federal tax law or (ii) promote, market or recommend any purchase, investment or other action.

Employer Representations

- Employees are not permitted to make any election or choice between cash, the HRA, and/or any other tax deferred program.
- The allocation to the HRA will be expressed in a percent of compensation or dollar amount.
- The Employer has discretion in determining classes of Employees eligible to participate in the HRA. Once determined, Employees in the class shall be treated uniformly and be provided a uniform allocation to the HRA. Such class shall remain in effect for the Employer's entire fiscal year for all affected Employees in such year and for all future contributions to such class. Each year, the Employer may reevaluate allocations and classes for new Employees only.
- The Employer acknowledges that it has received the Plan document for the HRA and agrees with all the terms therein.
- The Employer understands that whether a contribution to the HRA is non-elective for tax purposes is a facts and circumstances determination, and the Employer is responsible for whether the contribution is truly non-elective or not. The Employer understands that MidAmerica Administrative & Retirement Solutions, Inc. and its agents and employees are not tax or legal advisors. They may provide general information regarding the tax treatment of health reimbursement arrangements, but the Employer should consult with its own tax or legal advisors as to how tax and other rules may apply to its own facts and circumstances.
- The Employer will not provide any information or forms or enter into any contracts inconsistent with the preceding.
- The Employer acknowledges that every Participant must be enrolled in a group health plan, as described in the Declaration of Coverage Under Another Group Health Plan Form, and it is the Employer's responsibility to ensure that all Participants complete and sign the Form.

Effective Date _____ **Employer Initials** _____

Eligible Class ActA: _____

Defined as: _____

Employment Status Upon the initial contribution to the Plan, Participant employment status shall be:

Active

Contribution Types All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

Dollar Amount Percentage of Compensation

Contribution Frequency

One Time Annually Quarterly
 Semi-Annually Monthly Other _____

Vesting Schedule Participants shall own their account balance in accordance with the following vesting schedule:

100% Immediate
 100% upon Retirement, meeting the Employer's eligible requirements for retirement
 100% upon Separation of Service
 Other _____
 100% upon death (can be selected in addition to "other" above)

Forfeitures Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:

Reduce future Employer contributions
 Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year

Run-off Times Participants will be allowed 0 (zero) days to continue incurring expenses after the date that their Participation in the Plan ends. The Run-off time for Participants to submit claims for reimbursement from funds that shall be forfeited will be 90 (ninety) days. The Run-off time for funds that shall be forfeited due to death will be one year.

Reimbursements Reimbursements shall be for:

All eligible Medical Expenses specified in section 213(d) of the Internal Revenue Code
 Limited Purpose _____
 Post Deductible
 Premium Only Medical Expenses (Highly Compensated Individuals may receive only premium reimbursements.)

HRA/FSA Ordering

The Employer maintains a Flexible Spending Account (FSA) plan in which Participants may elect to participate.
 The Plan permits reimbursements for expenses eligible to be reimbursed by the FSA plan and therefore the HRA shall not reimburse before expenses exceeding the dollar amount of any FSA have been paid.
 The Plan permits reimbursements for Limited Purpose, Deductible or Premium Only expenses which are not eligible to be reimbursed by the FSA plan and therefore the HRA shall reimburse before the Participant's FSA account is exhausted.

Administration Fees: Administrative Fees are paid by the Employer for active employees.

Manual Claim Fees: Not Applicable

Reimbursement Eligibility: A Participant shall be eligible for reimbursement of medical expenses at the time selected below.

Immediate
 Upon becoming 100% vested

Investment Selection **Investment Provider:** _____

Type of Investment: Fixed annuity only Variable annuities – Default _____ Forfeiture Default _____
 Employer directed
 Participant directed; restrictions are:
 None
 100% vested
 At Retirement
 Account balance in excess of \$ _____
 Other _____
 Funds limited (see attachment)

Effective Date _____ **Employer Initials** _____

Eligible Class ActB: _____

Defined as: _____

Employment Status Upon the initial contribution to the Plan, Participant employment status shall be:

- Active

Contribution Types All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

- Dollar Amount
- Percentage of Compensation

Contribution Frequency

- One Time
- Semi-Annually
- Annually
- Monthly
- Quarterly
- Other _____

Vesting Schedule Participants shall own their account balance in accordance with the following vesting schedule:

- 100% Immediate
- 100% upon Retirement, meeting the Employer’s eligible requirements for retirement
- 100% upon Separation of Service
- Other _____
- 100% upon death (can be selected in addition to “other” above)

Forfeitures Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant’s spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:

- Reduce future Employer contributions
- Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year

Run-off Times Participants will be allowed 0 (zero) days to continue incurring expenses after the date that their Participation in the Plan ends. The Run-off time for Participants to submit claims for reimbursement from funds that shall be forfeited will be 90 (ninety) days. The Run-off time for funds that shall be forfeited due to death will be one year.

Reimbursements Reimbursements shall be for:

- All eligible Medical Expenses specified in section 213(d) of the Internal Revenue Code
- Limited Purpose _____
- Post Deductible
- Premium Only Medical Expenses (Highly Compensated Individuals may receive only premium reimbursements.)

HRA/FSA Ordering

- The Employer maintains a Flexible Spending Account (FSA) plan in which Participants may elect to participate.
- The Plan permits reimbursements for expenses eligible to be reimbursed by the FSA plan and therefore the HRA shall not reimburse before expenses exceeding the dollar amount of any FSA have been paid.
- The Plan permits reimbursements for Limited Purpose, Deductible or Premium Only expenses which are not eligible to be reimbursed by the FSA plan and therefore the HRA shall reimburse before the Participant’s FSA account is exhausted.

Administration Fees: Administrative Fees are paid by the Employer for active employees.

Manual Claim Fees: Not Applicable

Reimbursement Eligibility: A Participant shall be eligible for reimbursement of medical expenses at the time selected below.

- Immediate
- Upon becoming 100% vested

Investment Selection Investment Provider: _____

- Type of Investment:** Fixed annuity only Variable annuities – Default _____ Forfeiture Default _____
- Employer directed
 - Participant directed; restrictions are:
 - None
 - 100% vested
 - At Retirement
 - Account balance in excess of \$ _____
 - Other _____
 - Funds limited (see attachment)

Effective Date _____ **Employer Initials** _____

Eligible Class ActC: _____

Defined as: _____

Employment Status Upon the initial contribution to the Plan, Participant employment status shall be:

Active

Contribution Types All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

Dollar Amount

Percentage of Compensation

Contribution Frequency

One Time

Annually

Quarterly

Semi-Annually

Monthly

Other _____

Vesting Schedule Participants shall own their account balance in accordance with the following vesting schedule:

100% Immediate

100% upon Retirement, meeting the Employer's eligible requirements for retirement

100% upon Separation of Service

Other _____

100% upon death (can be selected in addition to "other" above)

Forfeitures Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:

Reduce future Employer contributions

Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year

Run-off Times Participants will be allowed 0 (zero) days to continue incurring expenses after the date that their Participation in the Plan ends. The Run-off time for Participants to submit claims for reimbursement from funds that shall be forfeited will be 90 (ninety) days. The Run-off time for funds that shall be forfeited due to death will be one year.

Reimbursements Reimbursements shall be for:

All eligible Medical Expenses specified in section 213(d) of the Internal Revenue Code

Limited Purpose _____

Post Deductible

Premium Only Medical Expenses (Highly Compensated Individuals may receive only premium reimbursements.)

HRA/FSA Ordering

The Employer maintains a Flexible Spending Account (FSA) plan in which Participants may elect to participate.

The Plan permits reimbursements for expenses eligible to be reimbursed by the FSA plan and therefore the HRA shall not reimburse before expenses exceeding the dollar amount of any FSA have been paid.

The Plan permits reimbursements for Limited Purpose, Deductible or Premium Only expenses which are not eligible to be reimbursed by the FSA plan and therefore the HRA shall reimburse before the Participant's FSA account is exhausted.

Administration Fees: Administrative Fees are paid by the Employer for active employees.

Manual Claim Fees: Not Applicable

Reimbursement Eligibility A Participant shall be eligible for reimbursement of medical expenses at the time selected below.

Immediate

Upon becoming 100% vested

Investment Selection

Investment Provider: _____

Type of Investment: Fixed annuity only

Variable annuities – Default _____ Forfeiture Default _____

Employer directed

Participant directed; restrictions are:

None

100% vested

At Retirement

Account balance in excess of \$ _____

Other _____

Funds limited (see attachment)

Effective Date _____ **Employer Initials** _____

Health Reimbursement Arrangement for Retirees

ADOPTION AGREEMENT

for

Employer Address: _____

Employer Telephone Number: _____

Employer Identification Number: _____



The undersigned Employer, by executing this Adoption Agreement, hereby adopts and implements the Health Reimbursement Arrangement for Retirees (hereinafter referred to as the "Plan" or the "HRA") and agrees to abide by the terms of the Plan. With this Adoption Agreement, and by its authorized signature below, the Employer hereby makes the following designations.

Effective Date. The Plan's Original Effective Date is _____. The Plan's Restated Effective Date is _____. The Plan is available to Retirees of the Employer effective _____.

Plan Year. The Plan Year ends on _____.

Eligible Classes. The class or classes of Retirees covered by this Plan are: *(See attached Class Specifications.)*

Class RetA: _____ Class RetB: _____

Class RetC: _____ Class RetD: _____

Class RetE: _____ Class RetF: _____

Designation of Plan Administrator. The Employer hereby designates the following initial Plan Administrator: MidAmerica Administrative & Retirement Solutions, Inc.

Designation of Individuals to Have Access to Protected Health Information ("PHI"). The following Employees, classes of Employees, or other persons shall be given access to the PHI to be disclosed:

The Employer hereby agrees to the provisions of the Plan and has executed this Adoption Agreement on this _____ day of _____, 20_____.

Name of Employer: _____

Signature: _____

Print Name: _____

Title: _____

Employer CONTACT (print): _____

Title: _____

E-Mail: _____

Telephone: _____ Ext. _____

Fax: _____

IRS Circular 230 Notice: We are required to advise you no person or entity may use any tax advice in this communication or any attachment to (i) avoid any penalty under federal tax law or (ii) promote, market or recommend any purchase, investment or other action.

Employer Representations

- The Employer intends to reduce its Retirees' medical expenses by providing reimbursement of such expenses, in a limited capacity. The Employer anticipates that participation in the HRA will encourage prospective Retirees to retire earlier, as they will be better able to afford quality health care prior to the age at which they are Medicare eligible.
- The Employer may allow Retirees to participate in both the HRA and the Special Pay Plan (403(b)).
- Retirees are not permitted to make any election or choice between cash, the HRA, and/or the Special Pay Plan, or any other tax deferred program.
- The Employer will base HRA allocations on its estimates of the costs required to provide a certain amount of medical reimbursements to its Retiree population as that population approaches Medicare age.
- The Employer has discretion in determining classes of Employees eligible to participate in the Retiree HRA. Once determined, Retirees in the class shall be treated uniformly and be provided a uniform allocation to the HRA. Such class shall remain in effect for the Employer's entire fiscal year for all affected Retirees in such year and for all future contributions to such class. Each year, the Employer may reevaluate allocations and classes for new Retirees only.
- The Employer may gather information from the Retiree to determine the appropriate allocation to the HRA, but individual Participants are not allowed to elect or to determine their allocation.
- The Employer will monitor all rehires to ensure that less than two employees are in the Retiree HRA Plan.
- The Employer acknowledges that it has received the Plan document for the HRA and agrees with all the terms therein.
- The Employer understands that whether a contribution to the HRA is non-elective for tax purposes is a facts and circumstances determination, and the Employer is responsible for whether the contribution is truly non-elective or not. The Employer understands that MidAmerica Administrative & Retirement Solutions, Inc. and its agents and employees are not tax or legal advisors. They may provide general information regarding the tax treatment of health reimbursement arrangements, but the Employer should consult with its own tax or legal advisors as to how tax and other rules may apply to its own facts and circumstances.
- The Employer will not provide any information or forms or enter into any contracts inconsistent with the preceding.

Effective Date _____ **Employer Initials** _____

Eligible Class RetA: _____

Defined as: _____

Employment Status Upon the initial contribution to the Plan, Participant employment status shall be:

- Retiree Active with no access to benefit until retirement or separation of service

Contribution Types All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

- Dollar Amount Percentage of Compensation or Retirement Pay

Contribution Frequency

- One Time Annually Quarterly
 Semi-Annually Monthly Other _____

Vesting Schedule Participants shall own their account balance in accordance with the following vesting schedule:

- 100% Immediate
 100% upon Retirement, meeting the Employer's eligible requirements for retirement
 100% upon Separation of Service
 Other _____
 100% upon death (can be selected in addition to "other" above)

Forfeitures Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:

- Reduce future Employer contributions
 Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year

Run-off Times Participants will be allowed 0 (zero) days to continue incurring expenses after the date that their Participation in the Plan ends. The Run-off time for Participants to submit claims for reimbursement from funds that shall be forfeited will be 90 (ninety) days. The Run-off time for funds that shall be forfeited due to death will be one year.

Reimbursements Reimbursements shall be for:

- All eligible Medical Expenses specified in section 213(d) of the Internal Revenue Code
 Limited Purpose _____
 Post Deductible
 Premium Only Medical Expenses

HRA/FSA Ordering

- The Employer maintains a Flexible Spending Account (FSA) plan in which Participants may elect to participate.
 The Plan permits reimbursements for expenses eligible to be reimbursed by the FSA plan and therefore the HRA shall not reimburse before expenses exceeding the dollar amount of any FSA have been paid.
 The Plan permits reimbursements for Limited Purpose, Deductible or Premium Only expenses which are not eligible to be reimbursed by the FSA plan and therefore the HRA shall reimburse before the Participant's FSA account is exhausted.

Administration Fees: Administrative Fees are paid by the Participant.

Manual Claim Fees: Not Applicable

Reimbursement Eligibility A Participant shall be eligible for reimbursement of medical expenses at the time selected below.

- Immediate
 Upon becoming 100% vested
 Upon Retirement or Separation of Service

Investment Selection **Investment Provider:** _____

- Type of Investment:** Fixed annuity only Variable annuities – Default _____ Forfeiture Default _____
 Employer directed
 Participant directed; restrictions are:
 None
 100% vested
 At Retirement
 Account balance in excess of \$ _____
 Other _____
 Funds limited (see attachment)

Effective Date _____ **Employer Initials** _____

Eligible Class RetB: _____

Defined as: _____

Employment Status Upon the initial contribution to the Plan, Participant employment status shall be:

- Retiree Active with no access to benefit until retirement or separation of service

Contribution Types All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

- Dollar Amount Percentage of Compensation or Retirement Pay

Contribution Frequency

- One Time Annually Quarterly
 Semi-Annually Monthly Other _____

Vesting Schedule Participants shall own their account balance in accordance with the following vesting schedule:

- 100% Immediate
 100% upon Retirement, meeting the Employer's eligible requirements for retirement
 100% upon Separation of Service
 Other _____
 100% upon death (can be selected in addition to "other" above)

Forfeitures Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:

- Reduce future Employer contributions
 Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year

Run-off Times Participants will be allowed 0 (zero) days to continue incurring expenses after the date that their Participation in the Plan ends. The Run-off time for Participants to submit claims for reimbursement from funds that shall be forfeited will be 90 (ninety) days. The Run-off time for funds that shall be forfeited due to death will be one year.

Reimbursements Reimbursements shall be for:

- All eligible Medical Expenses specified in section 213(d) of the Internal Revenue Code
 Limited Purpose _____
 Post Deductible
 Premium Only Medical Expenses

HRA/FSA Ordering

- The Employer maintains a Flexible Spending Account (FSA) plan in which Participants may elect to participate.
 The Plan permits reimbursements for expenses eligible to be reimbursed by the FSA plan and therefore the HRA shall not reimburse before expenses exceeding the dollar amount of any FSA have been paid.
 The Plan permits reimbursements for Limited Purpose, Deductible or Premium Only expenses which are not eligible to be reimbursed by the FSA plan and therefore the HRA shall reimburse before the Participant's FSA account is exhausted.

Administration Fees: Administrative Fees are paid by the Employer for active employees. Administrative Fees are paid by the participant upon separation.

Manual Claim Fees: Not Applicable

Reimbursement Eligibility

- Immediate
 Upon becoming 100% vested
 Upon Retirement or Separation of Service

Investment Selection **Investment Provider:** _____

- Type of Investment:** Fixed annuity only Variable annuities – Default _____ Forfeiture Default _____
 Employer directed
 Participant directed; restrictions are:
 None
 100% vested
 At Retirement
 Account balance in excess of \$ _____
 Other _____
 Funds limited (see attachment)

Effective Date _____ **Employer Initials** _____

Eligible Class RetC: _____

Defined as: _____

Employment Status Upon the initial contribution to the Plan, Participant employment status shall be:

- Retiree Active with no access to benefit until retirement or separation of service

Contribution Types All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

- Dollar Amount Percentage of Compensation or Retirement Pay

Contribution Frequency

- One Time Annually Quarterly
 Semi-Annually Monthly Other _____

Vesting Schedule Participants shall own their account balance in accordance with the following vesting schedule:

- 100% Immediate
 100% upon Retirement, meeting the Employer’s eligible requirements for retirement
 100% upon Separation of Service
 Other _____
 100% upon death (can be selected in addition to “other” above)

Forfeitures Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant’s spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:

- Reduce future Employer contributions
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 The Plan permits reimbursements for Limited Purpose, Deductible or Premium Only expenses which are not eligible to be reimbursed by the FSA plan and therefore the HRA shall reimburse before the Participant’s FSA account is exhausted.

Administration Fees: Administrative Fees are paid by the Employer for active employees. Administrative Fees are paid by the participant upon separation.

Manual Claim Fees: Not Applicable

Reimbursement Eligibility A Participant shall be eligible for reimbursement of medical expenses at the time selected below.

- Immediate
 Upon becoming 100% vested
 Upon Retirement or Separation of Service

Investment Selection **Investment Provider:** _____

- Type of Investment:** Fixed annuity only Variable annuities – Default _____ Forfeiture Default _____
 Employer directed
 Participant directed; restrictions are:
 None
 100% vested
 At Retirement
 Account balance in excess of \$ _____
 Other _____
 Funds limited (see attachment)

Effective Date _____ **Employer Initials** _____

Agenda Item 3g

Adoption of Resolution No. 2024-03;
Authorizing Staff to Execute and Take
Actions Approved by Applicant's
Board of Directors Necessary for the
Purpose of Obtaining Federal
Financial Assistance Provided by the
Federal Department of Homeland
Security and Subgranted Through the
State of California for the Fiscal Year
2023 Emergency Operations Center
Grant Program

MEMORANDUM

DATE: February 14, 2024

TO: Board of Directors

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

SUBJECT: Adoption of Resolution No. 2024-03; Authorizing Staff to Execute and Take Actions as Approved by the Applicant's Board of Directors Necessary for the Purpose of Obtaining Federal Financial Assistance Provided by the Federal Department of Homeland Security and Subgranted Through the State of California for the Fiscal Year 2023 Emergency Operations Center Grant Program

STAFF RECOMMENDATION

For the Board to adopt Resolution No. 2024-03; Authorizing Staff to Execute and Take Actions as Approved by the Applicant's Board of Directors Necessary for the Purpose of Obtaining Federal Financial Assistance Provided by the Federal Department of Homeland Security and Subgranted Through the State of California for the Fiscal Year 2023 Emergency Operations Center Grant Program for the Fiscal Year 2022 Nonprofit Security Grant Program.

BACKGROUND

Staff submitted a Community Project Funding Request ("Request") in the amount of \$2 million to help fund a portion of the Civic Center Project which will house the Community/Board Room that also will serve as the area's Community Emergency Operations Center. The \$2 million request was funded in the FY2023 Omnibus appropriations bill which the Senate and House passed at the end of December 2022.

CalOES issued grant documents to the District to complete as they will be administering the funds. Staff has been working with CalOES on FEMA requirements. One of the FEMA requirements is for the District to adopt a resolution authorizing staff to execute and take actions necessary for the purpose of obtaining these funds.

At the December 13, 2023, Board Meeting, the Board rejected the Resolution and requested for staff to add language as suggested by the District's legal counsel and bring the Resolution back to the Board. Staff reviewed the language with CalOES who said that the District can add the language and that CalOES will then submit to FEMA for review. It is possible this addition will be rejected by FEMA.

At the January 10, 2024, Board Meeting, the Board adopted the revised Resolution. Since then, CalOES notified the District the template sent by CalOES, and utilized by District staff in preparation of the adopted Resolution, was incorrect and must be readopted with correct program name. Additionally, per CalOES recommendation, authorized personnel names have been replaced with titles.

FISCAL IMPACT

None

ATTACHMENT(S)

Resolution No. 2024-03

RESOLUTION NO. 2024-03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AUTHORIZING STAFF TO EXECUTE AND TAKE ACTIONS AS APPROVED BY THE APPLICANT’S BOARD OF DIRECTORS NECESSARY FOR THE PURPOSE OF OBTAINING FEDERAL FINANCIAL ASSISTANCE PROVIDED BY THE FEDERAL DEPARTMENT OF HOMELAND SECURITY AND SUBGRANTED THROUGH THE STATE OF CALIFORNIA FOR THE FISCAL YEAR 2023 EMERGENCY OPERATIONS CENTER GRANT PROGRAM

BE IT RESOLVED by the Board of Directors of the Phelan Piñon Hills Community Services District that General Manager or Engineering Manager are hereby authorized to execute for and on behalf of the Phelan Piñon Hills Community Services District (“Applicant”), a public entity established under the laws of the State of California, any actions approved the Applicant’s Board of Directors necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subgranted through the State of California for the FY 2023 Emergency Operations Center Grant Program.

PASSED AND APPROVED this 14th day of February, 2024, by the Board of Directors of the Phelan Pinon Hills Community Services District, State of California, by the following vote:

- AYES: Directors:
- NOES: Directors:
- ABSENT: Directors:
- ABSTAIN: Directors:

President of Phelan Piñon Hills
Community Services District and of
the Board of Directors thereof

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

I, Kimberly Sevy, HR & Solid Waste Manager/District Clerk of the Phelan Piñon Hills Community Services District, San Bernardino County, California, hereby certify the foregoing to be a full, true and correct copy of the record of the action as the same appears in the Official Minutes of said Board at its meeting of February 14, 2024.

Signature _____ Date _____

Agenda Item 4

Matters Removed from
Consent Items

Agenda Item 5

Presentations/Appointments

Agenda Item 6a

Discussion & Possible Action Regarding
Appointment of Ad Hoc Personnel
Policies Committee

MEMORANDUM

DATE: February 14, 2024

TO: Board of Directors

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

SUBJECT: Discussion & Possible Appointment of Ad Hoc Personnel Policies

STAFF RECOMMENDATION

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

BACKGROUND

Staff is working on revisions to the District's personnel policies. Certain policies, such as ADA, FMLA/CFRA, and harassment prevention, are statutory in nature and provide little or no discretion to the District. Other policies pertain to the operation of the District and therefore require policy decisions. In order to efficiently revise District policies, it would be beneficial to create an ad hoc committee (a temporary committee established for a definite period of time sufficient to address a specified scope of work) until the revisions are complete.

FISCAL IMPACT

None

ATTACHMENT(S)

None

Agenda Item 6b

Review of the District's Strategic Plan

MEMORANDUM

DATE: February 14, 2024

TO: Board of Directors

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

SUBJECT: Review of the District's Strategic Plan

STAFF RECOMMENDATION

For the Board to review the District's Strategic Plan.

BACKGROUND

The District's Strategic Plan, originally adopted on March 16, 2022, is periodically reviewed and updated as necessary. Staff has proposed several revisions/updates (see below). Should the Board agree with staff suggested revisions, and/or have any additional suggested revisions, the Plan will be amended and brought back the Board for review and possible adoption.

Staff suggested revisions are as follows.

1. Update Board of Directors
2. Update Section 1.5 to reflect completion (or near completion) of the meter replacement program to reflect changing direction from installation to customer education and staff utilization of the meters.
3. Add a section regarding exploring annexation options for El Mirage area
4. Remove or re-word Section 3.1 as the details included have been completed.
5. Remove or re-word Section 3.2 as the details included have been completed.
6. Remove Section 3.4 as that section is complete.
7. Remove Section 3.5 as that section is nearly complete.
8. Remove Section 4.3 as that section is complete.
9. Vision to Action Table:
 - a. 1.1 amend to correlate with CIP and other District plans
 - b. 1.2 amend to correlate with new regulation timelines and other District plans
 - c. 2.3 amend to new completion timeline
 - d. 3.7 amend to read "ongoing"
 - e. 6.4 amend to current timeline

FISCAL IMPACT

None

ATTACHMENT(S)

Strategic Plan

2022 Strategic Plan



*Adopted on March 16, 2022
Amended on May 4, 2022
Amended on Feb. 15, 2023*

Maximizing Resources for the Benefit of the Community

www.pphcsd.org

Introduction

“A goal without a plan is just a wish.”
- Antoine de Saint-Exupery

A strategic plan is a top-level planning document for an organization to set clear direction over all operational aspects of its mission. It serves as framework for decision making over a five-year-period. It is a disciplined effort to produce fundamental decisions that shape what an agency plans to accomplish by selecting a rational course of action.

In 2016, the Board of Directors of the Phelan Piñon Hills Community Services District (District) retained BHI Management Consulting (BHI) to facilitate and coordinate the initial strategic plan development. Since then, several aspects of District operations have changed. In April 2021, the District began the process of updating the Strategic Plan to address new operational conditions and projects. This plan incorporates an assessment of the present state of District operations by gathering and analyzing information, setting goals, and making decisions for the future. Input has been gathered from various sources to add to the vision and implementation plan presented in this document. The plan seeks to strengthen and build upon opportunities while addressing areas of concern.

The updated plan identifies actions, activities, and planning efforts that are currently active and needed for continued success in operations and management of the District, and provides for periodic reviews and updates.

Board of Directors

Rebecca Kujawa

President

Mark Roberts

Vice President

Chuck Hays

Director

Kathy Hoffman

Director

Greg Snyder

Director

District Staff

Don Bartz

General Manager

Lori Lowrance

Assistant General Manager/CFO

George Cardenas

Engineering Manager

Kim Sevy

Human Resources Manager

Sean Wright

Water Operations Manager

Steve Lowrance

Parks Supervisor

The strategic planning effort focuses on several of the following vision areas:

- Future Water Portfolio in the 5-25 year time frame
- Community Relations and Culture, Inclusive Rebranding
- Deliberate collaboration with partner agencies
- The need to address the challenges of providing a balance of community programs and facilities with existing and future limitations
- Valuing District employees now and thoughtful planning for succession

Consultant
Brent H. Ives
Managing Consultant

Contents

General Information

Introduction

04 SWOT

06 Definitions

06 Plan Development

6-7 Mission/Vision

07 Plan Management

Strategic Focus Areas

08 Water Operations

12 Parks, Recreation, & Street Lighting

16 Solid Waste, Recycling, & Organics Disposal Compliance

20 Fiscal Efficiency

24 Strategic Partners and Public Affairs

26 Personnel Management

Maps/Tables

28 Boundary Map

29 Vision to Action Table

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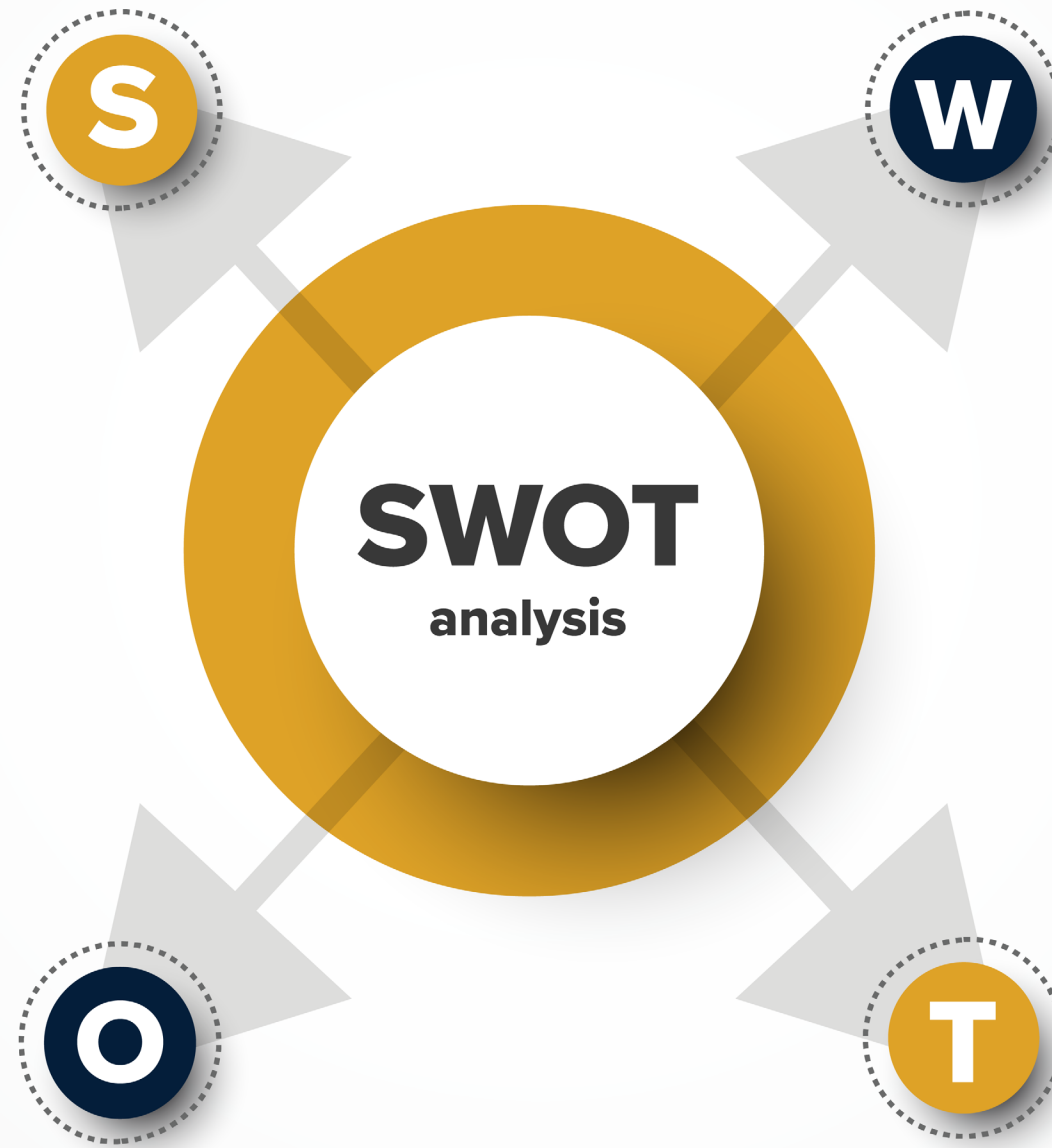
STRENGTHS

- WATER INFRASTRUCTURE
- GREAT MANAGEMENT & EMPLOYEES
- OUR BALANCE SHEET
- OUR CHROMIUM-6 SOLUTION

PPHCSD

WEAKNESSES

- LACK OF EXISTING PARK SPACE
- AREAS WITH SUB-PAR FIRE FLOW
- COMMUNITY COMMUNICATIONS



OPPORTUNITIES

- NEW SERVICE AREAS
- OPPORTUNITIES TO COMMUNICATE WITH PARTNERS

THREATS

- STATE AND CHROMIUM 6 LIMITS
- UPCOMING WATER CONSERVATION REGULATIONS

Plan Development

Our Services: Water, Parks & Recreation, Solid Waste & Recycling, Street Lighting

BHI first gathered input from the employees of the District, then interviewed individual Board members to get their one-on-one perspectives. The senior management team also provided input to the preparatory steps of the process. The following items were discussed:

- Mission Statement
- District Strengths, Weaknesses, Opportunities, and Threats (SWOT)
- Important Future Projects

The Board supported this process as a way to allow all to participate in the foundation of the strategic plan. A public Board and key staff workshop was conducted to develop plan elements, and capture key areas to focus the plan. Each focus area was extensively discussed at this workshop to provide guidance to staff as they add more detail to the strategic plan.

Key staff worked with BHI to complete the list of strategic goals in support of the vision and focus areas. The plan was refined prior to the initial presentation to the Board so there was a clear understanding of what was being proposed, what components require Board support, and what options exist for the proposed actions. Upon final adjustments and refinements of the plan, it was brought back to the Board in a public meeting for review and approval.

Mission

“Our mission is to efficiently provide authorized services and maximize resources for the benefit of the community.”

Definitions

Mission Statement: A declaration of an organization's purpose; why the organization exists. Ideally, all activities of the District should be in support of the mission statement.

Vision Statement: A statement that articulates where the organization would like to be over the term of the strategic plan. It should outline important aspects of the organization as described within the planning term. The visions should create strategies and tactics in order to be met.

Strategic Focus Areas: Areas seen as current and future challenges and opportunities for the District that when completed, will fulfill the Mission statement for the community.

Strategic Goals: Strategic actions that are specific and measurable activities or targets that address the strategic elements. Day-to-day action and projects which are not covered in detail in the strategic plan, will be designed so the strategic goals are accomplished.



Plan Management

A key part of the strategic planning process is to conduct an annual review and adjustment of the plan. These reviews allow for maintenance of the plan so it will continually reflect the actual needs and progress of the District strategy. The reviews will be documented and followed up by a plan supplement or an updated plan. A five-year planning horizon will be maintained.

Vision

In five years, the District would like to say:

- We have completed the Civic Center and Phelan Park expansion
- We continue to meet industry standards and maintain a healthy financial position through sound fiscal policies
- We have increased our proactive relations with both our private and public partnerships
- We remain on-track with the maintenance and replacement of our water infrastructure as necessary
- We have high employee retention and are successfully addressing employee succession
- We have optimized our means and methods of communicating with our community

1.0 Water Operations

Objective: Our objective is to operate and maintain a safe, reliable, secure, compliant, and superior quality production system that meets water demand requirements of the community.

Strategy: We will do this by keeping on-track with the repair and replacement of water delivery infrastructure, safeguarding current source reliability through strategic basin management, and seeking additional water sources as outlined in the District's Urban Water Management Plan, 10-Year Capital Improvement Plan, and Water Master Plan.

Measurement: We will know we have achieved the objective of this element by having a fully-operational water system that meets water demand and is compliant with all state and federal requirements.



1.1 Chromium-6 Mitigation

Hexavalent Chromium (Chromium-6) mitigation is necessary to meet state requirements and ensure the District can provide clean and safe drinking water to its customers. District staff and the Board are working to mitigate Chromium-6 in a cost-effective manner ahead of the anticipated new state requirements. The District will know we have achieved this objective if our mitigation programs, while meeting regulations, do not significantly impair our production or significantly burden our customers. By utilizing a well profiling method of mitigation, the District will be under the anticipated state requirements. If the state requirements are more burdensome than expected, additional methods for mitigation may need to be implemented.

1.2 Water Conservation

Water conservation plays a key role in ensuring source reliability. To comply with state requirements regarding unbilled water production (water loss), as well as user restrictions, the District will need to designate capital needed to reduce water loss and meet state restrictions. Water loss will need to be addressed by replacing aging infrastructure. Future District Metered Areas (DMA's) can help to identify the priority areas of the District that need to be replaced and where loss is occurring. Upcoming restrictions on customer indoor and outdoor water usage will become important as state conservation requirements begin to be implemented. Conservation may have significant costs associated with it as customer education and enforcement will be required.



1.3

Water Resources

The District owns water production rights in two Mojave River basins. As part of the adjudication, the District is only allowed to produce a certain percentage of the water rights it owns; this is known as the District's free production allowance. With the knowledge that the District will face a significant ramp-down of the free production allowance within the next five to seven years it is critical to secure additional water rights, access to imported water (when necessary), and to budget and prepare for paying for a replacement water obligation.

1.6

Emergency Preparedness

The District has an Emergency Response Plan and conducts annual training on the Plan. In order to better prepare for various emergencies, the District has developed the following goals:

- Develop Operations Plan
- Develop a Continuity of Operations Plan
- Create a community emergency operations center in new civic building
- Comprehensive IT Assessment & Disaster Plan
- Identify all critical infrastructure vulnerability points and develop action plans for critical infrastructure
- Anticipate and prepare for supply chain disruptions by ensuring adequate inventory
- Update Emergency Response Plan to include a list of equipment and their locations, and identify local residents who could assist in emergencies, such as personnel for SCE or other water districts

1.4

Water Production & Storage

The District is in the process of adding a new production well to the District's system and is working on a plan to add another new well in order to meet the needs of the District and provide increased production to meet future demand.

The District's ability to store water is also important. Storing water allows the District to provide water to customers during periods of high demand. Further, water storage allows the District to pump water during low demand and/or during times when it is less costly to use electricity. This water can then be utilized during high demand periods to ensure adequate supply and fire protection capability.

The District will add storage by constructing a new reservoir and enlarging current reservoirs, if possible, as outlined in the District's Water Master Plan.

1.7

Complete Civic Center

The District is in the process of developing and constructing a civic center which will house the District's administrative offices, a Board room, a community emergency operations center, and a multi-purpose room. More than 95% of District operations support the water enterprise and therefore enterprise funds will be utilized to construct the majority of the civic center. In order to pay for construction, the District will utilize loans and will seek grant funding for portions of the building paid for by the enterprise fund.

1.5

Meter Replacement Program

The District's meter replacement program is seen as one of the primary tools for managing the District's water resources efficiently and effectively. In 2020, the District began to replace meters with Sensus Advance Metering Infrastructure (AMI) meters focusing on over-lifespan, inaccurate, and failing meters, in addition to strategic area replacements. The benefits of the meter replacement program are reduction of District-side water loss, customer-side water usage monitoring, and efficient customer service. Specific goals include:

- Complete Phase 3
- Complete Phase 4
- Complete Phase 5



2.0 Parks, Recreation, & Street Lighting

Objective: Our objective is to expand Phelan Community Park and provide additional activities to accommodate the needs and desires of the community as funding sources permit.

Strategy: We will do this by completing the expansion of Phelan Park per the plan developed by the District consultant, KTUA, depending upon funding sources available to the District.

Measurement: We will know we have achieved the objective of this element if, within five years, the Phelan Park expansion is under construction and existing programs are enhanced.



2.1

Phelan Community Park Expansion

Phelan Community Park is the primary park utilized by District residents for a variety of activities, including music in the park, school field trips, and recreational activities such as basketball and walking. Development of the property to expand Phelan Park is in process and will continue until the park expansions are complete and open for public use. This will require project-finance plans to be completed.

The District continues to submit grant applications for parks funding. In addition to potential grant funding, the District will need to seek other funding resources in order to accomplish any park expansion. Depending on the project-finance opportunities, the project may be built in phases or the entire project could be built at one time.





2.2

Parks Master Plan Update

A Parks Master Plan has been prepared that describes existing operations, identifies long-term operations, replacements, repairs, potential expansions of parks and community centers within the District and includes an action plan to be implemented. As Phelan Park and other park facilities are developed, the Parks Master Plan will need to be updated to incorporate new facilities and programs. This will allow the District to make intelligent decisions about these elements.

2.3

Complete Parks Portion of the Civic Center Building

Part of the Civic Center vision includes a multi-purpose building to be utilized for indoor recreation and event purposes. For example, the building could be used for many types of community events and gatherings, both public and private, such as weddings, receptions, seminars, the farmers market, community classes and workshops, fitness activities, etc. Project-finance plans will be required to complete this goal.

2.4

Public & Private Partnerships for Parks and Recreation Programs

The District will continue working with local civic groups and businesses to promote District events and participate in community events. These groups include, but are not limited to, the Phelan and Piñon Hills Chambers of Commerce, Phelan and Piñon Hills Senior Groups, Snowline Joint Unified School District, Kiwanis Club, Mojave Archers, and CR&R.

The District will promote volunteer hosting and co-sponsorship of District classes and programs and consider programs such as "Adopt a Park" or "Park Pals" to encourage businesses and residents to become stewards of public areas.

2.5

Street Lighting

The District provides street lighting within its boundaries and is entirely funded by property tax revenue. The District pays the electric bills of the street lights and annually places holiday decorations on them in the main business area. The District will continue to address street lighting requests in a timely manner and in compliance with San Bernardino County's Dark Skies ordinance. Additionally, the District will research potential cost savings upgrades.

3.0 Solid Waste, Recycling, & Organics Disposal Compliance



Objective: The District is responsible for administering solid waste, recycling, and organics programs in compliance with state and federal laws. Senate Bill 1383 (SB 1383) was signed into law in 2016 and requires the state to reduce organic waste disposal by 75% by 2025. The regulations went into effect on January 1, 2022. The District must also comply with previously existing regulations regarding recycling, including AB 939 which requires 50% diversion of material from landfills, commonly known as recycling. The District is failing to meet this requirement and now reports directly to CalRecycle, rather than falling under the umbrella of the county for state reporting. Our objective is to implement programs to comply with SB 1383, AB939, and all other state and federal requirements regarding solid waste, recycling, and organics.

Strategy: We will do this by enhancing current programs and implementing new services.

Measurement: We will know we have achieved the objective of this element by meeting SB 1383 requirements.

3.1

Franchise Amendment

The District's current franchise agreement with CR&R was adopted on July 3, 2019. Since that time, final rule making for SB 1383 was completed and certain regulations went into effect on January 1, 2022. District staff has prepared a timeline as guidance for implementation of SB 1383. One of the initial steps in the process is to amend the District's franchise agreement to include service provisions related to SB 1383.

In order to begin the process to prepare for uniform collection and compliance with SB 1383, CR&R will incur significant capital expenses to add personnel, to purchase trucks and bins, and to help the District educate customers on upcoming requirements.

3.2

Adopt and Amend as Necessary Ordinance for Uniform Residential & Commercial Solid Waste, Recycling, & Organics Collection

The District currently has ordinances for commercial solid waste and commercial recycling collection. These ordinances will be replaced with a single ordinance that also includes provisions for organics collection. Further, the ordinance will include residential collection requirements in order to comply with SB 1383. This will require uniform residential solid waste, recycling, and organics collection in order for the program to be economically feasible and to ensure compliance with SB 1383. The Board will review and amend this ordinance as necessary.

3.3

School Outreach Program

The District already has a school outreach program that utilizes Mr. Eco to educate students on recycling. This program will be modified to educate students on proper disposal of organics. Further, District staff and CR&R will develop and distribute materials to schools, including labels for containers, to help ensure waste is properly sorted and disposed of.



“The most patriotic thing you can do is to take care of the environment and try to live sustainably.”

- Robert F. Kennedy, Jr.

Six Main Elements of SB 1383

- + Organics and Recycling Collection
- + Contamination Monitoring
- + Education and Outreach
- + Capacity Planning
- + Procurement
- + Edible Food Recovery



3.4

SB 1383 Recycled Paper Products

SB 1383 requires the District to adopt a procurement policy that requires the District to purchase products and paper products that contain postconsumer recycled content.



3.5

SB 1383 Edible Food Recovery Program

To reduce food waste and help address food insecurity, SB 1383 requires that by 2025 California will recover 20 percent of edible food that would otherwise be sent to landfills, to feed people in need. The District is required to:

- Establish food recovery programs and strengthen existing food recovery networks
- Educate food donors to recover the maximum amount of their edible food that would otherwise go to landfills
- Maintain recovery records

District staff will work with CR&R to develop this program and ensure as much edible food as possible is recovered.

3.6

SB 1383 Outreach & Education

SB 1383 regulations require that jurisdictions conduct education and outreach on organics recycling to all residents, businesses (including those that generate edible food that can be donated), haulers, solid waste facilities, and local food banks and other food recovery organizations. District staff will work with CR&R on outreach regarding SB 1383 requirements, including how to source separate waste.

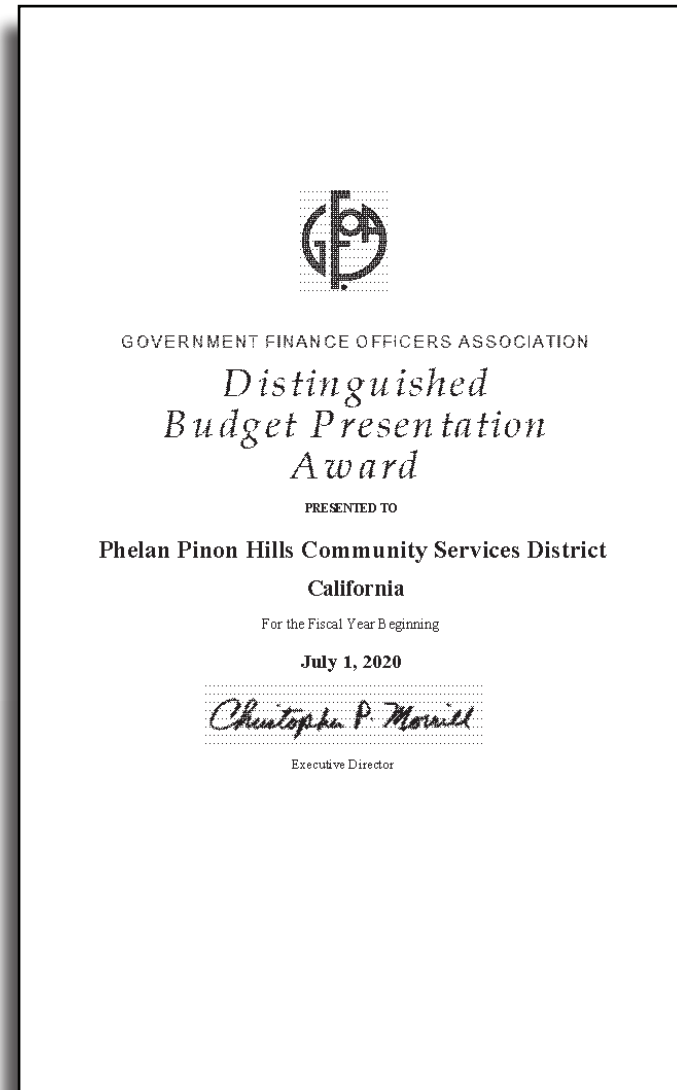
3.7

Additional Diversion Programs

The District must comply with numerous diversion requirements and also desires to provide opportunities for residents to dispose of solid waste in a convenient and environmentally conscious manner. District staff continually looks for ways to meet diversion goals and opportunities to fund various programs. This includes such programs as mattress recycling, waste tire amnesty, household hazardous waste disposal, community cleanups, and other programs as they become necessary or available.



4.0 Fiscal Efficiency



Objective: Our objective is to manage public funds to provide financial stability, rate equity, prudent fiscal management, and to demonstrate responsible stewardship.

Strategy: We will do this by controlling costs, establishing rates that support policy objectives, implementing viable alternative revenue options, and managing risks, investments, and debts in a way that ensures funds are available when needed.

Measurement: We will know we have achieved the objective of this element by providing accurate financial information, and developing financial, budget, cost recovery, and rate strategies in support of the District's mission and goals. We will continue to receive awards from GFOA and/or CSMFO for the budget document and the Annual Comprehensive Financial Report (ACFR). We will have sufficient funding mechanisms to support strategic initiatives while maintaining adequate reserves to protect the District.

4.1

Annual Budget Process

The District will continue to promote prudent fiscal management through proper communication of the budget to employees, board members, and the public. The annual budget process will strive for clarity and strategic integration while maintaining compliance with Budget Policy, GFOA and CSMFO standards, Generally Accepted Accounting Principles, Governmental Accounting Auditing and Financial Reporting, and Government Accounting Standards Board.

4.3

Connection Fee Analysis

Connection charges are intended to recover the cost of upgrading and expanding facility capacity to accept and offset the impact of new users on the water system.

Connection charges are the one-time fee charged to connect to the water system. The connection charge for water service is made up of two components: "buy in" cost and capital costs attributable to future users. The buy in component is essentially the fair share cost of buying into the existing system; and the costs attributable to future users is the proportional cost of capital projects that are driven by future demand. The water connection fee is then scaled to the respective water meter size using standard meter ratios, published by the American Water Works Association (AWWA). The last connection fee study was in 2013. A new study is necessary to ensure connection fees are sufficient to offset the impact of new users on the system.

4.2

Periodic Financial Studies

The District will continue to conduct studies every five years, or as often as necessary, to address strategic needs, mandates, and/or other unforeseen circumstances that may arise. Needs analyses, rate studies, and potential subsequent rate changes will be in compliance with Proposition 218 at a minimum and will incorporate additional public outreach in the spirit of transparency and encouragement of public participation.

4.4

Annual Audit

The District will continue to contract with a qualified auditing firm to conduct an annual audit of the District's financial records. The annual audit provides reassurance and transparency of the District's financial management. A CPA firm, selected by the Board of Directors, will conduct the audit and produce the Annual Comprehensive Financial Report (ACFR) in compliance with Generally Accepted Accounting Principles, state and federal standards, including Governmental Accounting Standards Boards and Government Auditing Standards issued by the Comptroller General of the United States. The CPA firm will be reviewed by the Board of Directors to ensure the District is receiving the most cost effective, highest quality, and thorough audit services.



4.5

Fiscal Policies

The District will develop new policies and continue to update existing policies as needed, including: Budget Policy, Purchasing Policy, Investment Policy, Reserves Policy, Revenue Policy, and Cash Handling Policy.

4.6

Financing

The District will continue to seek low interest loans and grants to fund projects. We will continue to develop Budget and Audit documents that meet GFOA and/or CSMFO standards to receive awards which assist with eligibility for loans and grants. The District will continue to be involved and educated by California Debt and Investment Advisory Commission (CDIAC) and other funding and grant agencies.



5.0 Strategic Partners and Public Affairs



Objective: Our objective is to foster beneficial strategic relationships to accomplish the goals of the District and to ensure a well-informed public regarding District business and planning.

Strategy: We will do this by embracing strategic ties with other organizations, working closely with regulators, developing a deliberate legislative and regulatory agenda, and participating in professional associations. We will also proactively communicate the District's business plans to both our staff and the public while being open and transparent in all we do.

Measurement: We will know we have achieved the objective of this element by having increased staff and public involvement in District events, increased involvement in, and results from, professional associations, and stronger ties with outside organizations and legislators.

5.1

Increased Communication to the Public

This goal will be accomplished by utilizing the District's new branding in continuing and increasing District efforts to maintain and enhance a variety of staff and community outreach communications systems. These systems include, but are not limited to: press releases, public bulletin boards, District website, District newsletter, billing inserts, and social media.

5.2

Community Business & Organization Outreach

District representatives will attend chamber of commerce meetings and other community-related meetings on a regular basis. We will also attend other agency meetings, such as Mojave Water Agency (MWA) meetings, on a regular basis. The District will continue its partnership with Snowline School District to promote District events and activities. We will be prepared to share information about District activities at these meetings and encourage participation by applicable organizations.

5.3

Involvement in Professional Organizations

Professional organizations, such as CSDA, ASBCSD, AWWA, and ACWA, are valuable sources of information and offer many resources. Staff and the Board will be encouraged to be involved in professional organizations and to seek recognition from these organizations through completion of training programs or through work excellence.

5.4

Outreach to Legislators and Local Agencies

We will continue outreach and obtain monthly updates from local legislators through the District's Legislative Committee meetings to reflect our legislative agenda. We will provide meeting spaces free of charge for activities that provide a community benefit, such as trainings, meetings, and town halls. We will work with our legislators on legislation that will benefit the District. We will be a partner with public safety to support them where we can such as providing spaces to utilize during emergencies and for training.

6.0 Personnel Management

Objective: Our objective is to utilize our employees in the most optimal manner, create an equitable and safe work environment, foster employee retention and development, recognize excellence, and plan for the future personnel needs of the District.

Strategy: We will do this by continuing our education and training programs, continuing annual performance evaluations, periodically evaluating the organizational structure of the District, developing succession plans for key positions, utilizing sound policies and personnel practices, and working on programs and methods to create a positive environment where employees desire to work.

Measurement: We will know we have achieved the objective of this element by having positive employee performance evaluations, more employee involvement in District events, improved employee retention, increased employee participation in the District's education and training programs, and succession plans completed for all key positions.



6.1

Retention & Development

The District desires to have the best possible staff and to retain them. Retaining staff ensures continuity of operations, reduces hiring and training costs, and maintains valuable institutional knowledge. In order to retain and develop staff, the District will continue to conduct annual performance evaluations and use them in a meaningful way to develop and improve staff skills.

The District offers a variety of educational and training opportunities to its employees. Employees are encouraged to enhance their knowledge, skills, and abilities which help the District to succeed. All staff are offered training relevant to their position or career goals. During annual performance reviews, or as needed, training goals are determined and assigned. Employees are also encouraged to request training on their own utilizing the District's training request procedure.

6.2

Internal Communication

This goal will be accomplished by continuing and increasing District efforts to maintain and enhance a variety of staff communication methods. This will include monthly training/updates with all staff, e-mail updates regarding items affecting the District or changes to procedures and policies.

6.4

Succession Planning

A succession plan allows an organization to look into the future to mitigate issues that present potential staffing gaps, analyze pending issues with staffing, as well as identify single point information failures. District staff will analyze the known planned attrition and the organization as it relates to potential upcoming staffing issues. Staff will identify key employees likely to retire in the coming years and identify possible internal replacements, if any.

To prepare for unplanned attrition, staff will identify functional areas to determine if critical information is held by a singular employee and explore methods to share this information, such as cross training, written procedures, delegation of duties, and identifying outside resources for contingencies. Staff will also evaluate means for allowing and promoting the growth of internal staff, when possible, for career progression, development in a planned way as it is currently done through annual performance evaluations. An outside firm may be engaged to assist with this effort.

6.3

Team Building

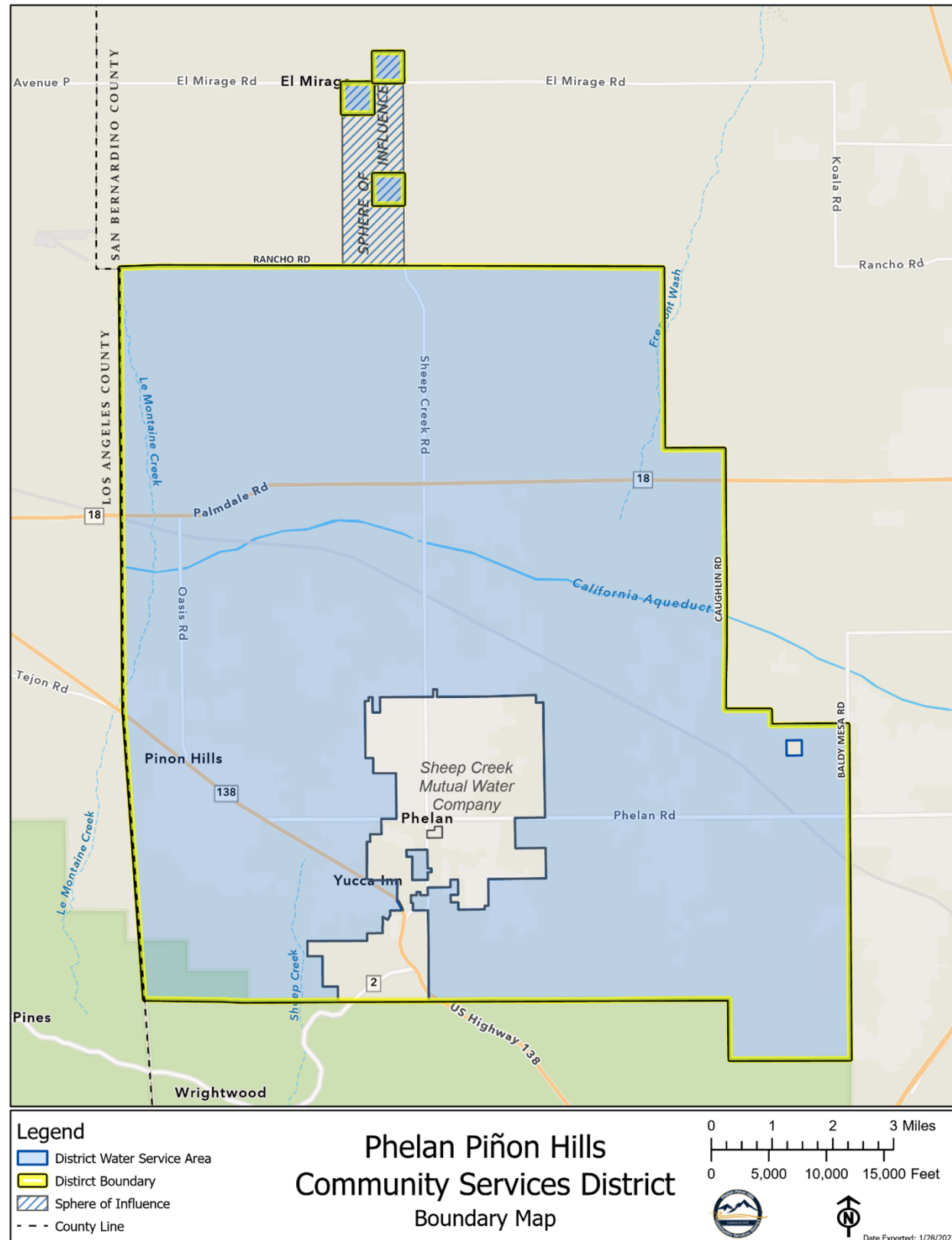
This will be accomplished by having quarterly, or as needed, meetings with the entire staff where team building activities are conducted and office and field staff have an opportunity to interact. During these meetings, the General Manager will address current issues and activities of the District and receive input from employees. This will also provide an opportunity to review policies and procedures with staff and explain their purpose while accepting comments and suggestions for updates, if applicable.

6.5

Personnel Policies

The Personnel Manual is updated as necessary to ensure the Personnel Manual contains policies and procedures that are aligned with current laws and the District's needs. An entirely new manual is being developed. The new manual will promote employee equity and allow management to effectively direct the District's personnel.

Boundary Map



Vision to Action Table

Strategic Element	Strategic Goals	Completion Time Frame
1.0 Water Operations	1.1 Chromium-6 Mitigation 1.2 Water Conservation 1.3 Water Resources 1.4 Water Production & Storage 1.5 Meter Replacement Program 1.6 Emergency Preparedness 1.7 Complete Civic Center	2023/2024 2023/2024 2025/2026 2026/2027 2023/2024 2023/2024 2024/2025
2.0 Parks, Recreation, & Street Lighting	2.1 Phelan Community Park Expansion 2.2 Parks Master Plan Update 2.3 Complete Parks Portion of the Civic Center Building 2.4 Public and Private Partnerships for Parks and Recreation Programs 2.5 Street Lighting	2027 2024/2025 2023-2025 Ongoing Ongoing
3.0 Solid Waste, Recycling, & Organics Disposal Compliance	3.1 Franchise Amendment 3.2 Adopt and Amend as Necessary Ordinance for Uniform Residential & Commercial Solid Waste, Recycling, & Organics Collection 3.3 School Outreach Program 3.4 SB 1383 Recycled Paper Products 3.5 SB 1383 Edible Food Recovery Program 3.6 SB 1383 Outreach & Education 3.7 Additional Diversion Programs	Complete 2022/2023 Ongoing 2022 2023/2024 Ongoing Ongoing
4.0 Fiscal Efficiency	4.1 Annual Budget Process 4.2 Periodic Financial Studies 4.3 Connection Fee Analysis 4.4 Annual Audit 4.5 Fiscal Policies 4.6 Financing	Ongoing Ongoing 2022/2023 Annual Ongoing Ongoing
5.0 Strategic Partners and Public Affairs	5.1 Increased Communication to the Public 5.2 Community Business & Organization Outreach 5.3 Involvement in Professional Organizations 5.4 Outreach to Legislators and Local Agencies	Ongoing Ongoing Ongoing Ongoing
6.0 Personnel Management	6.1 Retention & Development 6.2 Internal Communication 6.3 Team Building 6.4 Succession Planning 6.5 Personnel Policies	Ongoing Ongoing Ongoing 2022/2023 2023/2024

Agenda Item 6c

Update on Solid Waste Program
Implementation



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

MEMORANDUM

DATE: February 14, 2024
TO: Board of Directors
FROM: Don Bartz, General Manager
By: Kim Sevy, HR & Solid Waste Manager/District Clerk
SUBJECT: Update on Solid Waste Program Implementation

STAFF RECOMMENDATION

None

BACKGROUND

Staff will update the Board on Solid Waste Program Implementation.

FISCAL IMPACT

None

ATTACHMENT(S)

None

Agenda Item 6d

Update on the Proposed Civic Center and
Phelan Park Expansion Projects



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

MEMORANDUM

DATE: February 14, 2024
TO: Board of Directors
FROM: Don Bartz, General Manager
By: Kim Sevy, HR & Solid Waste Manager/District Clerk
SUBJECT: Update on the Proposed Civic Center & Phelan Park Expansion Project

STAFF RECOMMENDATION

None

BACKGROUND

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

FISCAL IMPACT

None

ATTACHMENT(S)

None

Agenda Item 7

Committee Reports/Comments

District Meetings List

Board Meeting

Regular Meetings: Second & Fourth Wednesday of the Month

Meeting Time: 5:00pm

Board Members: Chuck Hays, Rebecca Kujawa, Deborah Philips, Mark Roberts, Greg Snyder

Engineering – Standing Committee

Meeting Frequency: Monthly

Meeting Dates: Third Wednesday of each Month

Meeting Time: 4:30pm

Committee Members: Rebecca Kujawa, Mark Roberts

Finance – Standing Committee

Meeting Frequency: Quarterly

Meeting Dates: Third Tuesday in January, April, July, October

Meeting Time: 4:00pm

Committee Members: Mark Roberts, Chuck Hays

Legislative – Standing Committee

Meeting Frequency: Quarterly

Meeting Dates: Second Tuesday in March, June, September, December

Meeting Time: 3:00pm

Committee Members: Deborah Philips, Greg Snyder

Parks, Recreation & Street Lighting – Standing Committee

Meeting Frequency: Quarterly

Meeting Dates: Second Tuesday in February, May, August, November

Meeting Time: 4:30pm

Committee Members: Rebecca Kujawa, Greg Snyder

Waste & Recycling – Standing Committee

Meeting Frequency: Monthly

Meeting Dates: Third Wednesday of Each Month

Meeting Time: 2:30pm

Committee Members: Chuck Hays, Deborah Philips

Agenda Item 8

Staff & General Manager's Report



Water Operations Manager's Report January 2024

Introduction

The Phelan Piñon Hills Community Services District (District) maintains a large water distribution system that includes over three hundred & forty miles of water lines. The following are District statistics and information related to the operations of this distribution system and the quality of the water supplied to District customers.

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	52 samples	Monthly	All in compliance, Sampled Weekly
General physical samples	6 samples	Monthly	All in compliance, Sampled Weekly
TTHM/HAA5	4 samples sets	Quarterly	All in compliance.
Title 22	1 sample sets	TBD	All in Compliance.
Inorganics	0 samples	Yearly	All in compliance.
Radiological (Gross Alpha)	0 samples	Every 3 Years	All in compliance.
Trichloropropane 1,2,3-TCP	1 samples	Quarterly	All in compliance.
Regulated VOC	0 samples	As needed	All in compliance.
Nitrate as N	1 samples	As needed	All in Compliance.
Chromium 6	0 samples	Quarterly	All in Compliance.
Secondary GP'S	2 samples	As needed	All in Compliance.
Uranium	0 samples	As needed	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	150.44 A. F. 9 % less than 2022
2023 Monthly Production	143.23 A. F.
USA's Marked	188
Service Orders Completed	497 service orders completed
Main/Service Line Leaks	18 service line leaks were repaired. 1 Main line leak/ breaks repaired
Hydrant Repairs/Replacements	0 hydrants repaired/0 replaced
Residential Meters Sold	8
Commercial Meters Sold	0
YTD Total Meters Sold (Calendar)	4 (56 in 2023) (86 in 2022) (95 in 2021)
Construction Meters Out	3
Service Lines Replaced	6

Job Code Summary

Job Code	Total Completed
C-Lock - Lock	62
C-Read & Unlock-Open - Read & Unlock - Opening	5
C-Read & Unlock-OC-DM - Read & Unlock - Opening-OC-DM	34
D-Closing Read & Lck - Closing Read & Lock DO NOT USE	2
D-Closing Read-OC-DM - Closing Read & Lock-OC-DM DO NOT USE	0
M- Investigate Lock - Verify Meter Still Locked	7
M- Verify Acct Class - Verify Account Class	0
M- Water Audit - Audit Water Usage	15
M-Backflow - Backflow Information	0
M-Cost Estimate Req - Cost Estimate Request	1
M-Data - Data Log	0
M-Bees- Bees	0
M-Investigate Leak - Investigate Leak	0
M-Investigate No Wtr - Investigate No Water	4
M-Lock No N/O Info - Meter Locked No New Owner Info	0
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	1
M-R/R Angle Stop - Repair/ Replace Angle Stop	0
M-R/R Gate Valve - Repair/ Replace Gate Valve	15
M-Read - Read (do not update Read)	0
M-Repair Svc Line - Repair Service Line	18
M-Repair/Install Box - Meter Box	0
M-Replace Serv Line - Replace Service Line	6

M-Stake Meter Loc - Stake Meter Location	1
M-Status - Status	1
M-Turn off-Cust Req - Turn off - Customer Request	17
M-UNLOCK – UNLOCK	22
M-Verify Leak Repair - Verify Leak Repaired	1
M-Water Loss Leak - Door Hanger Water Loss Leak	18
M-Water Quality Taste - Water Quality - Taste	0
S- Replace Register - Register Not Sending Signal	211
S- Meter Downsize - Meter Downsizing	0
Service Change - Service Status Change	1
S-Replace Mtr & Reg - Replace Entire Meter Max Life Usage	0
S-Replace Reg Hotrod - Replace Register Hotrod Died	0
S-Replace Register - Replace Register Mueller	0
S-Replace Mtr- Replace Entire Meter Bottom Seal Leaking	0
Grand Totals	497

Summary of Current Projects

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

- Well Soundings at all wells are being done monthly
- Well 14 Production for January 0.08 AF, YTD 0.08 AF @ \$1119 per AF replacement C/Y 2023
- Valves and Hydrants Maintenance: 107 hydrants flushed and painted YTD Total-178
- Service line replacement program. 6 Replaced Calendar Year to Date, 21 Replaced Fiscal Year to Date
- Air-Vac maintenance & flushing program-0 Flushed & Maintenance YTD-0 of 336 Total Project 0% Complete
- Cla-Val automatic controls valves being systematically rebuilt as a water conservation measure- 25 Complete YTD Water savings from this project is 17 GPM and counting in conjunction with operational efficiency @ 7MG
- Water Meter Replacement Project- 6895 of 7204 Replaced – 96 % Complete
- Outfitting & Equipping of Mountain well (Well 17)- 99% Complete
- Well 15 Outfitting, and Equipping - 99% Complete
- Site 2 Booster C rehab- pump and motor failed- 20% Complete
- Site 1B Booster A Motor failure & rehab- 10 % Complete
- Site 1B Booster D Motor failure- 100 % Complete

Projects Completed

- Well Meter and inter-tie Meter annual accuracy program FY 23/24- 90 % Complete
- Electrical Efficiency test performed @ every booster and well within the District- 50%
- Oil Changes and greasing at all district wells 100% Complete Boosters 100 % Complete
- 0 Valves Turned this month as part of the district Valve Exercising Program, 41 Year to Date Turned of 4291
- 317 Dead ends flushed of 317 = every year no matter what < No goal, this is mandatory
- 1936 hydrants = 158 flushed this Year to Date 245 Painted Goal is 968 annually, this is done Bi-Annual
- Tank washouts of 10&11,1B-2,3A,1C-2
- Smithson Springs SCADA hub building replaced

Agenda Item 9

Director Reports

Agenda Item 10

Correspondence/Information

Community Teaching Garden Classes

All Classes are
Held the Second Saturday of Each Month
Phelan Community Park
10 AM

January 13, 2024

Garden Design / Layout

July 13, 2024

Mulch/Watering Wisely

February 10, 2024

Starting Spring Seedlings

August 10, 2024

Feeding Plants

March 9, 2024

Building Raised Beds

September 14, 2024

Starting Winter Seedlings

April 13, 2024

Transplanting to
Garden Bed

October 12, 2024

Harvest / Storing
Vegetables and Fruits

May 11, 2024

Compost / Verma
Compost

November 9, 2024

Using a Greenhouse

June 8, 2024

Pest Control

December 14, 2024

Tree Planting and Pruning

Learn How To:

Find a Silent Thief



You may have a thief in your home and not be aware of it. Follow these helpful tips to protect your drinking water and money!



Faucets

The smallest leak from a faucet can waste up to 20 gallons of water per day.

- Check all faucets inside and outside your home for leaks. Most leaking faucets can be corrected by replacing worn washers.



Toilets

The biggest culprit inside your home is the toilets, which can waste 200 gallons per day.

- Place a few drops of food coloring (enough to change the color of the water) in the tank of the toilet.
- Do not flush the toilet for 15 to 20 minutes. If the water in the toilet bowl shows color from the food coloring, you have a leak.
- Check the overflow pipe and the flapper valve. After making repairs, repeat the food coloring test for assurance that the leak has been corrected.



Sprinklers

Most of the water used at a residence is used by the irrigation system.

- Check the irrigation system for leaks on a regular basis.
- Follow a lawn watering schedule suitable to the seasons and your plants' needs.
- Reduce your turf size by replacing it with low water use and/or native plants which require less water.

*Still can't find that leak?
Contact a plumber or our
office for further tips at
760-868-1212. Also, find
more tips on our website at
www.pphcsd.org.*

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



COMMUNITY CLEANUP & FREE TIRE DAY * March 9, 2023

8 AM - 12 PM

Drop Off Location:
9828 Buckwheat Rd
Phelan, CA



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

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

Questions? Call 760-868-1212

CR&R
INCORPORATED
environmental services

CalRecycle



**PHELAN PIÑON HILLS CSD
SOLID WASTE
SERVICES**

Phelan Piñon Hills CSD
Established 2001

Your Smart Meter Account is Waiting for You

1. Register or Login to Account

Go to www.pphcsd.org to login or to register your online water account.

2. Set Up Alerts

Choose communication preferences for consumption alerts and billing reminders.

Choose Notification Type

- Text Message
- Email
- Phone Call

Consumption Alerts

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

Billing Reminders

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



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



**Phelan Piñon Hills
Community Services District**

Open House

Please Join Us

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

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

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



Phelan Piñon Hills CSD

Established 2008

10433 Mountain Rd
Piñon Hills

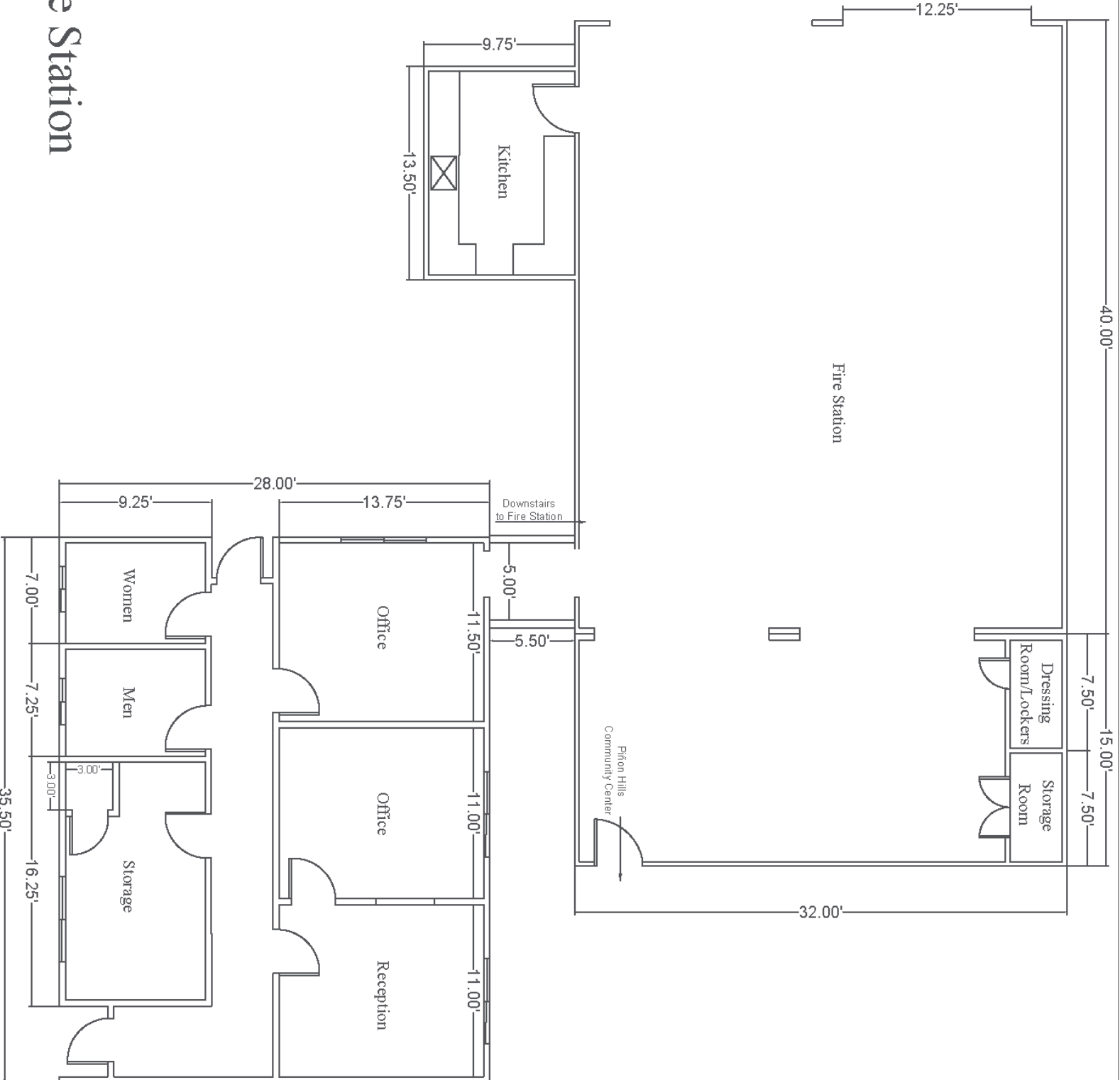
www.pphcsd.org

See Building Layout
on Reverse Side

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

Mountain Rd

Pinon Hills Fire Station
10433 Mountain Ave



PRESS RELEASE - 1/16/2024

**PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT
2024/2025 BUDGET PROCESS & SCHEDULE**

Each year, staff is tasked with preparing a budget for consideration at an annual Public Hearing in June. The process leading up to the hearing includes several public meetings to provide the Board and the public with information for consideration and opportunities for input into the budget process. These public meetings include workshops, committee, and Board meetings. Beginning in January, committees review and update their respective Long Range Plans including the 10-year Capital Improvement Plan (CIP) and Maintenance plans. In February, staff gathers information in preparation for the budget. February through March, the Board reviews and approves the Long Range Capital Plans. Staff utilizes budget assumptions based on the consumer price index and other economic factors. Considering these guidelines, staff begins the process of preparing a draft budget. Staff works with department managers and supervisors to obtain budget information and incorporates the data with the assumptions as directed by the Board. The draft budget is reviewed by management and presented to the Finance Committee for consideration prior to being presented to the full Board. The Final Draft Budget is made available for review and a public hearing is held in June. The Final Draft Budget is presented to the Board during the public meeting for final review, consideration, and adoption. All of these are public meetings and the District encourages public attendance and participation. The events listed below have been scheduled to promote public participation and ensure the public has the opportunity to become familiar with the budget process. **The Public is invited to ALL of these sessions and is encouraged to attend.**

SCHEDULE OF EVENTS

PUBLIC MEETINGS AND HEARING FOR 2024/2025 BUDGET PROCESS

January & February	Committees meet, review, and update long range capital, maintenance plans, programs, and District goals. Committee meeting agendas are posted on the District calendar, in the office, online, and at the community centers. The public is invited and encouraged to attend and participate in this process.
Wednesday – 5:00 p.m. February 21, 2024	Special Board Workshop – Review and approval of committee proposed long range capital, maintenance plans, programs, and goals.
Tuesday – 4:00 p.m. March 19, 2024	Special Finance Committee – Review Draft Budget
Wednesday – 5:00 p.m. April 3, 2024	Special Board Workshop – Review Draft Budget
Tuesday – 4:00 p.m. April 16, 2024	Finance Committee – Review Final Draft Budget
Wednesday – 5:00 p.m. May 1, 2024	Special Board Workshop – Review Final Draft Budget. Note: This meeting is tentative. The meeting of April 3, 2024, will determine whether or not this meeting will be necessary.
Wednesday – 5:00 p.m. June 26, 2024	Regular Board Meeting Budget Hearing & possible Budget approval (with any modifications identified as a result of the hearing).

Meetings are subject to change. Visit the District’s website at www.PPHCSD.org/meetings for more information.

Agenda Item 11

Review of Action Items

Agenda Item 12

Set Agenda for Next Meeting