

#### RUNNING SPRINGS WATER DISTRICT A MULTI-SERVICE INDEPENDENT SPECIAL DISTRICT

31242 Hilltop Boulevard • P.O. Box 2206 Running Springs, CA 92382

TO: **BOARD OF DIRECTORS** DATE POSTED: MARCH 13, 2020

RE: REGULAR BOARD MEETING FROM: **BOARD SECRETARY** 

The Regular Meeting of the Board of Directors of the Running Springs Water District will be held on Wednesday, March 18, 2020, at the hour of 9:00 A.M. at the District Office located at 31242 Hilltop Boulevard, Running Springs, California. This agenda was posted prior to 5:00pm on March 13, 2020 at the Running Springs Water District Office and Website.

The Board may take action on any item on the agenda, whether listed as an action item or as an information item.

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Amie Crowder, Board Secretary at (909) 867-2766 at least 48 hours before the meeting, if possible.

Copies of documents provided to members of the Board for discussion in open session may be obtained from the District at the address indicated above.

#### **AGENDA**

- 1. Call Meeting to Order and Pledge of Allegiance
- 2. Recognize and Hear from Visitors / Public Comment - This portion of the agenda is reserved for the public to make comments on matters within the jurisdiction of the Running Springs Water District that are not on the agenda. The Board, except to refer the matter to staff and/or place it on a future agenda, may take no action. It is in the best interest of the person speaking to the Board to be concise and to the point. A time limit of five minutes per individual will be allowed. Any person wishing to comment on an item that is on the agenda is requested to complete a request to speak form prior to the item being called for consideration or to raise their hand and be recognized by the Board President.
- 3. Approval of Consent Items – The following consent items are expected to be routine and non-controversial and will be acted on at one time without discussion unless an item is withdrawn by a Board Member for questions or discussion. Any person wishing to speak on the consent agenda may do so by raising his/her hand and being recognized by the Board President.
  - A. Approve Meeting Minutes

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B. Ratify Expenditures

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- C. Consider Granting the Running Springs Area Chamber of Commerce Permission to Utilize the Running Springs Water District's Downtown Property for their 2020 Events
   Page 17
- D. Consider Adopting Resolution No. 01-20, Fixing and Levying Fire Suppression Availability Charges for Fiscal Year 2020-2021 Page 20
- E. Consider Adopting Resolution No. 02-20, Fixing Sewer Standby or Availability Charges for Fiscal Year 2020-2021 Page 21
- F. Consider Adopting Resolution No. 03-20, Fixing Water Standby or Availability Charges for Fiscal Year 2020-2021 Page 23
- G. Consider Declaring Certain Equipment as Surplus and Authorize Staff to Dispose of Property Page 25
- 4. Action Items The following action items will be considered individually and each **require a motion** by the Board of Directors for action.
  - A. Consider Providing Direction to Staff on Cost of Living Adjustment for the Fiscal Year Ending 2021

(Presenter: Ryan Gross, General Manager)

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- B. Consider Authorizing Staff to Purchase Sewer Collection System Video Inspection Equipment
   (Presenter: Trevor Miller, Wastewater Supervisor)

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- 5. General Manager's Report
- 6. Board Member Comments/Meetings
- 7. Meeting Adjournment

Upcoming Meetings: Regular Board Meeting, April 15, 2020 at 9:00 am

#### **RUNNING SPRINGS WATER DISTRICT**

#### **MEMORANDUM**

**DATE:** March 18, 2020

**TO:** Board of Directors

FROM: Ryan Gross, General Manager

SUBJECT: CONSIDER APPROVING MEETING MINUTES

#### RECOMMENDATION

It is recommended that the Board of Directors review and approve the attached meeting minutes.

#### **REASON FOR RECOMMENDATION**

Approval of meeting minutes.

#### **BACKGROUND INFORMATION**

The attached draft meeting minutes are from the Regular Board Meeting held on February 19, 2019.

#### **ATTACHMENTS**

Attachment 1 – Draft Meeting Minutes

MINUTES – February 19, 2020 PAGE 1 OF 4

# MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS RUNNING SPRINGS WATER DISTRICT COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA FEBRUARY 19, 2020

A Regular Meeting of the Board of Directors of the Running Springs Water District was held on Wednesday, February 19, 2020 at the hour of 2:00 P.M. at the District office located at 31242 Hilltop Boulevard, Running Springs, California.

The following Directors were present:

Tony Grabow, President Errol Mackzum, Vice-President Mike Terry, Director Bill Conrad, Director Mark Acciani, Director

Also present were the following:

Ryan Gross, General Manager Amie R. Crowder, Board Secretary/Treasurer/Administration Supervisor Mike Vasquez, Fire Chief Cindy Strebel, Battalion Fire Chief

#### **Visitors Present:**

Denise Acciani, Running Springs Resident

#### **MEETING MINUTES**

#### **AGENDA ITEMS**

#### 1. Call Meeting to Order and Pledge of Allegiance

The Running Springs Water District Regular Board Meeting was called to order at 2:00 P.M. by President Tony Grabow and Fire Battalion Chief Cindy Strebel led the assembly in the pledge of allegiance to the flag.

#### 2. Recognize and Hear from Visitors/Public Comment

The visitors introduced themselves for the record.

#### 3. Approval of Consent Items

- A. Approve Meeting Minutes
- **B.** Ratify Expenditures and Cash Summary

Upon <u>motion</u> by Director Terry, <u>second</u> by Vice-President Mackzum and <u>carried by a 5</u> <u>to 0 vote</u>, the Consent Items were approved.

#### 4. Action Items

The following action items will be considered individually, and each <u>require a motion</u> by the Board of Directors for action.

### A. Consider Approving Amendment of Leachate Disposal Contract with the County of San Bernardino

General Manager Gross presented the contract with the County of San Bernardino to continue accepting leachate waste from Heaps Peak Transfer Station. Gross continued to explain that this is the first of two 5-year extension options; and, outlined the favorable financial impact this has had on the District. The future revenue is expected to be close to zero as the County has installed a new leachate treatment system. The District is serving as the contingency in the event that the County has issues with their treatment system or prolonged wet weather events result in the need to dispose of their leachate at the District. Further discussion continued.

Upon <u>motion</u> by Vice-President Mackzum, <u>second</u> by President Grabow and <u>carried by a 5 to 0 vote</u>, Approving Amendment of Leachate Disposal Contract with the County of San Bernardino was approved.

#### B. Consider Ratifying InfoSend Master Service Agreement

Manager Gross presented the InfoSend Master Service Agreement for processing, printing, and mailing the District's utility bills. Manager Gross outlined the significant cost savings this would provide to the District in both labor and postage. In addition, the breakdown of fees was reviewed, which was outlined on page 34 of the Board Packet. Further discussion continued.

Upon <u>motion</u> by Director Conrad, <u>second</u> by Director Acciani and <u>carried by a 5 to 0</u> <u>vote</u>, Ratifying InfoSend Master Service Agreement was approved.

## C. Consider Authorizing Staff to Reimburse the Department of Health Care Services (DHCS) for Overpayment of Ground Emergency Medical Transportation (GEMT) Medi-Cal Reimbursement Costs

Fire Chief Mike Vasquez presented that the Running Springs Water District became a participant in the GEMT Supplemental Reimbursement Program in the Fall of 2015. This program allows Ambulance Transport Agencies to offset the uncompensated transport costs of Medi-Cal Managed Care, Affordable Health Care (ACA) and non-ACA transports. The program has provided supplemental funding to the Fire Department. Fire Chief

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Vasquez continued to share that during a recent audit, it was found that the Running Springs Fire Department received an overpayment of \$50,350.80 and confirmed that annually, the next 3-years should be comparable. Fire Chief Vasquez also shared that other various fire departments are in a similar position. Vice-President Errol suggested that we reach out to our financial consultants, Rogers, Anderson, Malody, & Scott, LLP for additional perspective. Manager Gross confirmed and further discussion continued.

Upon <u>motion</u> by Vice-President Mackzum, <u>second</u> by Director Conrad and <u>carried</u> <u>by a 5 to 0 vote</u>, Authorizing Staff to Reimburse the DHCS for Overpayment of GEMT Medi-Cal Reimbursement Costs was approved, in the amount of \$50.350.80.

#### 5. Information Items

#### A. Update on Utility Bill Payment System Improvements

Manager Gross reported on the new electronic bill pay system for credit card transactions, that the District is now using which was previously approved by the Board of Directors on April 17, 2019. This system is used in the District office for credit card, debit card, Apple Pay and Android Pay payments. Customers can also use the online payment platform to log into their accounts and perform transactions and account maintenance as necessary; and, make payments over the phone by calling 866-259-2151. Manager Gross shared that all three systems are efficiently operating, the District is now absorbing the transaction fees, and all transactions are captured in real-time. Vice-President Mackzum inquired about Automated Clearing House (ACH) fees with our financial institution. Manager Gross and Secretary Amie Crowder confirmed that we offer ACH through our financial institution and those fees are minimal and we monitor our accounts for banking fees.

#### **B.** Quarterly Investment Report

Manager Gross presented Resolution No. 1-96 and Local Agency Investment Fund (LAIF) Remittance Advice, demonstrating that the District can meet its anticipated expenditure requirements for the next subsequent six months. President Grabow noted the LAIF interest increasing and Manager Gross confirmed.

#### 6. General Manager's Report

Manager Gross clarified that the Regular Board Meeting scheduled at 9:00 A.M. had to be rescheduled to 2:00 P.M. due to a conflict with the Local Agency Formation Commission (LAFCO) meeting being scheduled for same time as Regular Board Meeting. President Grabow reported that the LAFCO Countywide Service Review for Fire Protection, Emergency Medical Services and Dispatch report was done very well and it appears that most concerns were addressed. President Grabow inquired on the status of the Ad-Hoc Committee. Fire Chief Vasquez confirmed that the Committee is in the beginning stages. Further discussion continued regarding 201 Rights, a ballot measure regarding Lake Arrowhead Hospital, and the Availability Fee.

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7.	<b>Board Member</b>	<b>Comments/Meetings</b>
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No comments at this time.

#### 8. Meeting Adjourned

The meeting was adjourned at 2:56 P.M.

Respectfully Submitted,

President, Board of Directors
Running Springs Water District

Secretary of the Board of Directors
Running Springs Water District

#### **RUNNING SPRINGS WATER DISTRICT**

#### **MEMORANDUM**

**DATE:** March 18, 2020

**TO:** Board of Directors

FROM: Ryan Gross, General Manager

SUBJECT: RATIFY EXPENDITURES

#### RECOMMENDED BOARD ACTION

It is recommended that the Board of Directors review the attached accounts payable check register and ratify the District's February 2020 expenditures.

A copy of the District's Cash Reserve Fund Summary as of February 29, 2020, the Pooled Cash Balance History and Fire Department Operating Reserve Fund Surplus/Shortfall History is also included for review and information.

#### REASON FOR RECOMMENDATION

Each month staff presents the monthly check register and recommends that the Board of Directors ratify the District's expenditures.

#### FISCAL INFORMATION

Refer to attachments.

#### **ATTACHMENTS**

Attachment 1 – Accounts Payable Check Register

Attachment 2 – Cash Summary

Attachment 3 – Pooled Cash Balance History

Attachment 4 – Fire Department Operating Reserve Fund Surplus/Shortfall History

### Running Springs Water District Accounts Payable Checks Febuary 2020

Vendor Name	Description	Date	Invoice Amount	Check Number	Check Amount
49er Communications	VHF Radios for new Ambulance	02/18/20	224.77	104322	224.77
AAA Mountainview Restoration Services	Mold Re-Test Station 50	02/10/20	975.00	104287	975.00
Action Automotive Repair Inc	Smog and Diagnose emissions failure F350	02/03/20	531.89	104254	1,789.04
	Smog Inspection 07 Ranger	02/03/20	62.75	104254	
	Smog Inspection 2011 Ranger	02/03/20	72.75	104254	
	Smog Inspection 2011 Ranger	02/03/20	62.75	104254	
	Brake Inspection and Wiper Inspections	02/03/20	933.40	104254	
	Smog Inspections Chevy 3500	02/03/20	62.75	104254	
	Smog Inspection F250	02/03/20	62.75	104254	
	Smog Inspections 2007 Ford	02/18/20	72.75	104310	72.75
Airgas Inc.	Large Helium	02/18/20	51.92	104311	51.92
Allstar Fire Equipment	Full Brim Brush Helmet and Hood	02/25/20	371.74	104345	1,287.62
	SCBA Equipment	02/25/20	915.88	104345	
American Family Life Assurance Company of C	olunAdditional Insurance Premiums January 2020	02/07/20	143.26	DFT0001183	143.26
	Additional Insurance Premiums February 2020	02/26/20	143.26	DFT0001207	143.26
Ameripride Services, Inc	Cleaning Supplies Jan 2020	02/10/20	395.25	104288	395.25
Amie Crowder	Reimbursement Claim	02/03/20	60.00	104255	60.00
	GFOA Seminar Reimburse- Parking and Mileage	02/25/20	152.02	104346	152.02
Arrowbear Park County Water District	Purchased water January 2020	02/03/20	3,340.74	104256	3,340.74
Bacon/Wagner Excavating, Inc.	Bacon/Wagner bio soilds hauling	02/03/20	2,490.00	104257	2,490.00
	Bacon/Wagner bio soilds hauling	02/10/20	800.00	104289	800.00
	Bacon/Wagner bio soilds hauling	02/25/20	4,940.00	104347	4,940.00
Best, Best & Krieger LLP	Legal Services January 2020	02/18/20	539.27	104323	539.27
Bob's Furniture	Station 50 Furniture	02/25/20	1,446.99	104348	1,446.99
BURR Group Inc.	Trash Service Station 50 January 2020	02/03/20	143.06	104258	330.98
•	Trash Service Dist Office Jan 2020	02/03/20	187.92	104258	
	Trash Service Jan 2020-Treatment Plant	02/10/20	338.16	104290	338.16
California Computer Options Inc	Network Maintenance and monitoring February 20	02/03/20	3,006.75	104259	3,006.75
California Underground Facilities Safe Excavat	ion ECalifornia State Fee for Reg Costs	02/10/20	16.76	104291	16.76
California Water Environment Association	Collection System Maintenance Cert	02/18/20	190.00	104312	190.00
CalPERS	Health Insurance Premiums February 2020	02/03/20	16,029.06	DFT0001189	16,029.06
	Employ Contribut Classic/Pepra PPE 1/27/20	02/03/20	22,387.75	DFT0001190	22,387.75
	Stepanian Adjustment 2019-2020	02/14/20	3,438.51	DFT0001199	3,438.51
	Employer Contribut Class/Prep PPE 2/10/20	02/14/20	19,900.22	DFT0001200	19,900.22
	Employer Contributions Classic/Prepra PPE 2/24/2	02/26/20	22,276.20	DFT0001208	22,276.20
Canon	Contract Charge and Usage February 2020	02/25/20	553.38	104349	553.38
Charter Communitications	Telephone and Internet Jan-Feb 2020	02/03/20	141.96	104260	141.96
	Telephone and Internet Feb-Mar 2020	02/25/20	141.96	104350	689.85
	Telephone and Internet Feb-March 2020	02/25/20	547.89	104350	
Cindy Strebel	Washing Machine Reimbursement	02/03/20	512.02	104261	512.02
Citibank, N.A.	Miscellaneous parts and supplies	02/10/20	238.58	104292	238.58
•	Office Supplies	02/25/20	463.94	104351	834.68
	Office Supplies	02/25/20	370.74	104351	
Clinical Laboratory of San Bernardino	Water Samples December 2020	02/03/20	1,593.00	104262	1,593.00
	p	- ,,	=,====		9894.00

Vendor Name	Description	Date	Invoice Amount	Check Number	Check Amount
ConFire JPA	Jan-Mar 2020 Dispatch and Equip Admin fees	02/03/20	13,125.46	104263	13,125.46
County of San Bernardino	Lien Release X2	02/03/20	40.00	104264	80.00
	Lien Release x2	02/03/20	40.00	104264	
	Lien Release x2	02/10/20	40.00	104293	40.00
	Lien Release x2	02/25/20	40.00	104352	40.00
Crestline-Lake Arrowhead Water Agency	Purchased water Jan 2020	02/10/20	2,845.44	104294	2,845.44
Cypress Ancillary Benefits	Dental Insurance Premiums February 2020	02/03/20	850.26	104265	850.26
Dixi Willemse	Reimbursement Claim	02/18/20	202.33	104313	202.33
Don's Auto Inc	Mass AFS Codes	02/18/20	204.43	104314	204.43
Don's Auto Supply 2 Inc.	Miscellaneous Parts and Supplies	02/10/20	280.87	104295	280.87
Duck 'N' Cover	Cover for Space between tanks	02/18/20	150.00	104325	150.00
DXP Enterprises, Inc.	Mechanical Seal	02/18/20	724.61	104326	724.61
Federal Express Corporation	Shipping Charges January 2020	02/25/20	61.94	104353	61.94
Fire Fighters Association	FFAD Dues January 2020	02/03/20	500.00	104266	500.00
Frontier Communications	Telephone Jan-Feb 2020	02/03/20	80.72	104267	201.02
	Telephone Jan-Feb 2020	02/03/20	60.15	104267	
	Telephone Jan-Feb 2020	02/03/20	60.15	104267	
	Telephone Jan-Feb 2020	02/10/20	60.15	104296	120.30
	Telephone Jan-Feb 2020	02/10/20	60.15	104296	
	Telephone Han-Feb 2020	02/18/20	190.55	104327	251.87
	Telephone Jan-Feb 2020	02/18/20	61.32	104327	
	Telephone Feb-March 2020	02/25/20	61.33	104354	338.78
	SCADA line Feb-March 2020	02/25/20	116.01	104354	330.70
	Telephone Feb-Mar 2020	02/25/20	80.72	104354	
	Telephone Feb-Mar 2020	02/25/20	80.72	104354	
HD Supply Facilities Maintenance LTD	Pocket thermometer	02/03/20	51.98	104268	51.98
The Supply Fuelines Municentainee ETB	Glass fiber Filter	02/18/20	95.94	104328	166.16
	Pipet Pump	02/18/20	70.22	104328	
Hi-Desert Publishing-Mountain News	Firefighter/Paramedic Employment Advertisement	02/25/20	684.00	104355	1,026.00
The Desert Tublishing Mountain News	FF/Medic Additional Paper Publishing	02/25/20	342.00	104355	1,020.00
Inland Desert Security & Communications	Answering Service January 2020	02/23/20	117.00	104329	117.00
Inland Tri-Tech Inc	Mold Remediation at Station 50	02/10/20	8,876.77	104323	27,847.43
mand m-rechine	Station 50 Reconstruction Work	02/10/20	18,970.66	104297	27,047.43
Inland Water Works Supply Company	Mtr Cplg and Fip b Curbs	02/10/20	883.29	104237	1,282.63
mand water works supply company	Mtr Cpigs	02/18/20	181.02	104315	1,282.03
	Romac Clamps, Brass Nipples, Teflon Pipe	02/18/20	218.32	104315	
Jed Riach	Mount new RSWD Sign	02/18/20	1,200.00	104313	1,200.00
Leslie's Poolmart, Inc	Salt & Soda Ash	02/23/20	1,244.88	104330	1,799.28
Lesile 5 Foolillait, IIIC	Chlor 1 Gal NSF 60	02/03/20	554.40	104269	1,799.28
Liberty Composting Inc	Liberty composting bio solids disposal	02/03/20	232.40	104209	232.40
			-	-	
Life-Assist, Inc	Ambulance Supplies	02/03/20	973.33	104270	973.33
Linda Marfield	Ambulance Supplies		428.41		
Linda Mayfield	Reimbursement Claim	02/18/20	823.00	104331	823.00
MCI	Long Distance January 2020	02/03/20	49.43	104271	49.43
McMaster-Carr Supply Company	PVC Platic Pipe Fittings	02/18/20	53.95	104332	53.95
Motorola Solutions Inc	800 MHZ Radios for new Ambulance	02/25/20	5,947.39	104357	6,865.09
	Cable, Remote Mount	02/25/20	51.91	104357	
	O5 Ch Add on	02/25/20	865.79	104357	
NAPA Auto Parts	Miscellaneous Parts and Supplies	02/10/20	79.12	104299	283.06
	Miscellaneous parts and supplies	02/10/20	203.94	104299	<u> </u>

Vendor Name	Description	Date	Invoice Amount	Check Number	Check Amount
Nationwide	Employee Contributions PPE 2/10/20	02/14/20	1,575.00	DFT0001198	1,575.00
	Employee Contributions PPE 2/24/20	02/28/20	1,575.00	DFT0001205	1,575.00
Nestle Waters North America	Dinking Water-Treatment Plant	02/03/20	64.52	104272	64.52
Nick Nikas	Reimbursement Claim	02/03/20	145.78	104273	145.78
	Reimbursement Claim	02/10/20	270.62	104300	270.62
	Reimbursement Claim	02/25/20	33.23	104358	33.23
One Stop Landscape Supply	Bio solids disposal One Stop Recycling	02/10/20	4,963.20	104301	4,963.20
Parkhouse Tire Inc	Enviro Disposal Fees	02/18/20	82.00	104333	82.00
Patricia A. Monical	2 Ply Industrial Toilet Paper for Treatment Plant	02/25/20	68.11	104359	68.11
PennWell Corporation	Fire Engineering Subscription	02/10/20	79.00	104302	79.00
Poltch Products Inc	Cabinet repair for station 50	02/03/20	2,132.00	104274	2,132.00
Polydyne Inc.	Bio Solids Polymer	02/18/20	1,405.17	104334	1,405.17
	Bio Solids Polymer	02/25/20	702.58	104360	702.58
Principal Life Insurance Company	Vision Insurance Premiums February 2020	02/03/20	155.10	104275	155.10
Ray Gayk	Re-imbursement Driver Operator 1A class Ray Gay	02/25/20	227.00	104361	227.00
Reliance Standard Life Insuarance Company	Life Insurance Premiums February 2020	02/03/20	1,043.36	104276	1,043.36
Richard Viero	Reimbursement Claim	02/03/20	37.63	104277	37.63
	Final Check thorugh 2/20/20	02/18/20	1,635.23	104316	1,635.23
	Vac & Sick buyouts/ Achievement award	02/18/20	5,891.44	104335	5,891.44
Rim Forest Lumber Company, Inc.	Allway Paint shield	02/03/20	32.40	104278	1,196.06
	Chain Saw chain	02/03/20	1,163.66	104278	
Rocio Silva	Janitorial Service January 2020	02/18/20	485.00	104317	485.00
Roger E. Fox, M.D.	DOT Exam Aberg	02/18/20	50.00	104336	50.00
Rogers Anderson Malody & Scott LLP	Consultant Fees January 2020	02/25/20	1,376.00	104362	1,376.00
Running Springs Area Chamber of Commerce	Business Membership 2019/2020 Annual Dues	02/25/20	125.00	104363	125.00
Ryan Gross	Reimbursement Claim	02/10/20	180.20	104303	180.20
,, , , , , , , , , , , , , , , , , , , ,	Reimbursement Claim	02/25/20	392.31	104364	392.31
Safeguard Business Systems	Business Cards- Crowder	02/18/20	49.69	104337	49.69
San Bernardino County Special Districts Departn	ne <sub>1</sub> 2/24/20 Spc Dist Mtg- Crowder Attending	02/18/20	35.00	104318	35.00
Sara & Shane Schmetzer	Hydrant Meter Refund	02/03/20	525.00	104279	525.00
Southern California Edison Company	Electricity January 2020	02/03/20	639.99	104280	7,964.47
	Electricity January 2020	02/03/20	55.59	104280	
	Electricity January 2020	02/03/20	186.69	104280	
	Electricity January 2020	02/03/20	822.10	104280	
	Electricity January 2020	02/03/20	644.24	104280	
	Electricity January 2020	02/03/20	421.45	104280	
	Electricity January 2020	02/03/20	494.30	104280	
9	Electricity January 2020	02/03/20	14.02	104280	
	Electricity January 2020	02/03/20	1,515.95	104280	
	Electricity January 2020	02/03/20	194.74	104280	
	Electricity January 2020	02/03/20	155.24	104280	
9	Electricity January 2020	02/03/20	278.13	104280	
	Electricity January 2020	02/03/20	138.05	104280	
-	Electricity Jan 2020	02/03/20	1,051.24	104280	
	Electricity January 2020	02/03/20	493.74	104280	
	Electricity January 2020	02/03/20	136.52	104280	
	Electricity January 2020	02/03/20	403.23	104280	
	Electricity Jani 2020	02/03/20	403.23	104280	
-	Electricity January 2020	02/03/20	<del>.</del>	104280	
			277.04	104280	11,501.65
	Electricity January 2020	02/10/20	275.43	104304	14,501.05

Vendor Name	Description	Date	Invoice Amount	Check Number	Check Amount
Southern California Edison Company	Electricity January 2020	02/10/20	217.00	104304	12,501.65
	Electricity January 2020	02/10/20	361.03	104304	
	Electricity January 2020	02/10/20	93.54	104304	
	Electricity January 2020	02/10/20	136.04	104304	
	Electricity Jan 2020	02/10/20	10,383.65	104304	
	Electricity January 2020	02/10/20	365.07	104304	
	Electricity January 2020	02/10/20	567.32	104304	
	Electricity Jan 2020	02/10/20	102.57	104304	
	Electricity January 2020	02/18/20	11.52	104319	11.52
Southern California Gas Company	Gas Usage January 2020	02/10/20	401.02	104305	401.02
	Gas Usage January 2020	02/18/20	236.09	104320	953.59
	Gas Usage January 2020	02/18/20	293.63	104320	
	Gas Usage January 2020	02/18/20	408.37	104320	
	Gas Usage January 2020	02/18/20	15.50	104320	
State of California - Department of Forestry & Fir	e Firefighter 1 Cert -Gayk	02/18/20	40.00	104338	80.00
	FF1Cert for DeVault	02/18/20	40.00	104338	
State of California - State Water Resource Contro	I   Grade T1 Exam Registration	02/18/20	50.00	104339	50.00
Stephen Burks	Courier Services Feb-March 2020	02/18/20	225.00	104340	225.00
Terminix International Company LP	Pest Control Treatment Plant	02/03/20	55.00	104282	55.00
The Standard Insurance Company	Disability Insurance Premiums	02/03/20	192.50	104283	192.50
Toni Nicassio	2/21/20 Payroll Law Seminar Reimbursement	02/25/20	34.48	104365	34.48
Trevor Miller	Reimbursement Claim	02/03/20	433.64	104284	433.64
Underground Service Alert of Southern California	New Dig Tickets and Maint Fee Feb 2020	02/10/20	36.40	104306	36.40
US Postal Service	Permit #14 Postage	02/18/20	3,000.00	104341	3,000.00
Valic	Employee Contributions PPE 2/10/20	02/11/20	2,023.00	DFT0001195	2,023.00
	Employee Contributions PPE 2/24/20	02/26/20	2,023.00	DFT0001206	2,023.00
Verizon Wireless Services LLC	Cell Phone Charges January 2020	02/18/20	329.73	104342	329.73
Visa	Golden Oaks Donation Money- coffee maker	02/03/20	625.98	104285	625.98
	Gross- Hireright, Seminars, Active 911, Dist Signs	02/18/20	1,437.75	104321	1,437.75
	Aberg- Electrical Connectors, Dry Dust Mop,	02/18/20	137.42	104343	2,410.71
	Bobroff- Miscellaneous Parts and Supplies	02/18/20	265.69	104343	
	Flags	02/18/20	152.25	104343	
	Additional Charges from Jan 2020	02/18/20	50.25	104343	
	Tool Rack	02/18/20	1,678.49	104343	
	Vasquez- Belt Buckles, Velcro Pan, Red Hel Refund	02/18/20	126.61	104343	
W.W. Grainger, Inc	Amber Beacon Light	02/10/20	96.96	104307	96.96
	Coupler, Hour Meter	02/25/20	102.67	104366	163.99
	Insulated Extension Lance	02/25/20	61.32	104366	
Whitney Mesna	Reimbursement Claim	02/03/20	120.00	104286	120.00
York Risk Services Group, Inc	Administration Fees for January 2020	02/25/20	112.00	104367	112.00
Zenner Performance Meter, Inc	Turbine Meter Encoder	02/25/20	344.28	104368	344.28
Zoll Medical Corporation GPO	Stat-Padz Electrodes	02/10/20	242.44	104308	242.44
	Ambulance Supplies	02/18/20	144.27	104344	144.27

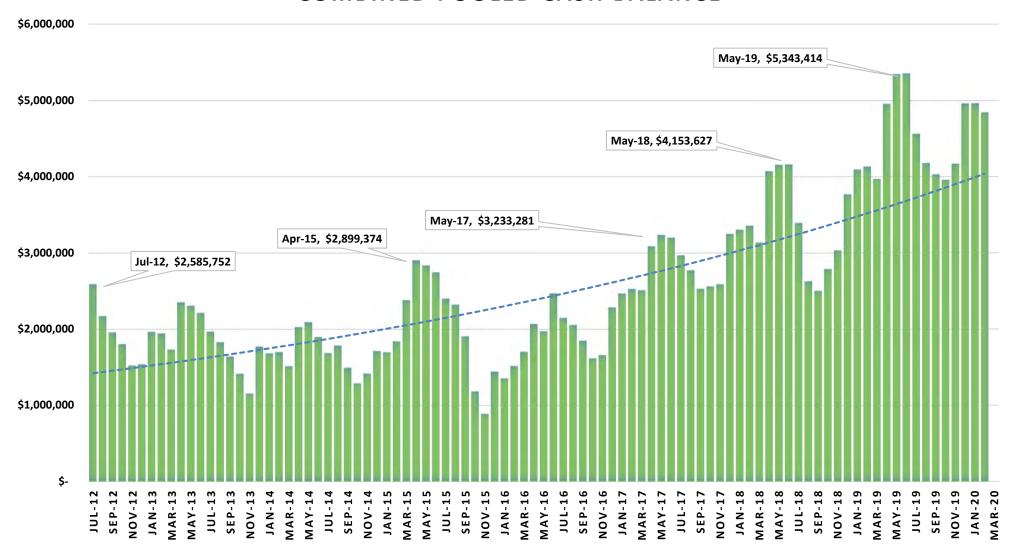
#### Totals

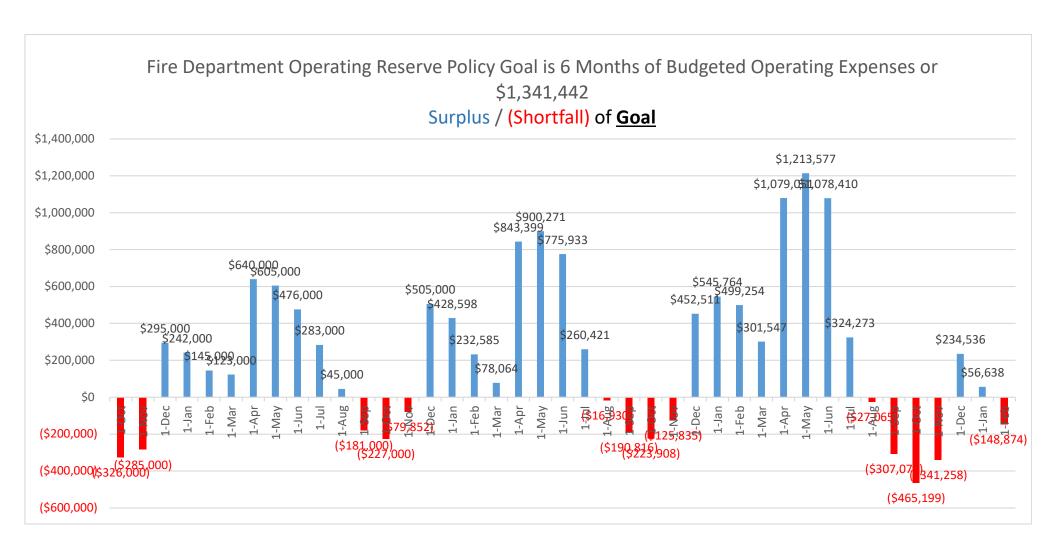
	Payable	Payment	
Payment Type	Count	Count	Payment
Regular Checks	177	113	146,439.56
Manual Checks	0	0	0.00
Voided Checks	0	1	0.00
Bank Drafts	11	11	91,514.26
EFT's	0	0	0.00
Totals	188	125	237.953.82

Fund Balances as of February 29, 2020	
Fire & Ambulance Department	
Fire Department Operating Reserve	1,322,864
Ambulance Department Operating Reserve	(130,296)
Subtotal Fire & Ambulance Department Operating Reserve Funds	1,192,568
Recommended Operating Reserve Fund Target (6 Months Operating Expenses)	1,341,442
Fire & Ambulance Department Operating Reserve Surplus / (Shortfall)	(148,874)
Wastewater Division	
Wastewater Capital Improvement Project Reserve	734,447
Wastewater System Connection & Capacity Charges	245,135
CWSRF Loan Agreement 14-813 Debt Reserve (Restricted for SLS 1-3 Debt Service)	171,537
Wastewater Operating Reserve Fund	543,322
Recommended Operating Reserve Fund Target (4 Months Operating Expenses)	543,322
Wastewater Operating Reserve Surplus / (Shortfall)	-
Water Division	
Water Capital Improvement Project Reserve	1,033,024
Water System Connection & Capacity Charges	53,184
Water Infrastructure R&R Reserve (MFC & AMR SRF Debt Reserve)	89,334
Water Operating Reserve	534,926
Recommended Operating Reserve Fund Target (4 Months Operating Expenses)	534,926
Water Operating Reserve Surplus / (Shortfall)	-
Assessment Districts Restricted Funds	
Water Assessment District No. 9 Construction Funds	15,742
Water Assessment District No. 10 Construction Funds	26,421
Water Assessment District No. 10 O&M	87,139
Water Assessment District No. 10 Bond Reserve Fund	115,667
Subtotal Assessment Districts	244,968
	·
Total District Designated & Operating Reserve Funds	4,597,477
Assessment District Funds	244,968
Combined Pooled Cash	4,842,445
	, ,
Checking Account (General)	529,521
LAIF	4,181,656
York Insurance Deposit	14,601
BNY Mellon (AD #10 Bond Reserve)	115,667
Petty Cash	1,000
Combined Pooled Cash	4,842,445
	-

#### **ATTACHMENT 3**

#### **COMBINED POOLED CASH BALANCE**





#### RUNNING SPRINGS WATER DISTRICT

#### MEMORANDUM

**DATE:** March 18, 2020

**TO:** Board of Directors

FROM: Ryan Gross, General Manager

SUBJECT: CONSIDER GRANTING THE RUNNING SPRINGS AREA

CHAMBER OF COMMERCE PERMISSION TO UTILIZE THE RUNNING SPRINGS WATER DISTRICT'S DOWNTOWN

PROPERTY FOR THEIR 2020 EVENTS

#### RECOMMENDED BOARD ACTION

It is recommended that the Board of Directors consider granting the Running Springs Area Chamber of Commerce (Chamber) permission to utilize the Running Springs Water District's (District) downtown property for their 2020 Farmers Market, Artisan Faire, Mountain Top Days, Easter Egg Roll and Home Expo Events and authorize the General Manager to execute the Right of Entry/Hold Harmless Agreement.

#### REASON FOR RECOMMENDATION

The Chamber is requesting permission to utilize our downtown property for their 2020 events.

#### **BACKGROUND INFORMATION**

Since 2012 the District Board of Director's has annually approved the Chamber's request to use the District's downtown property for their various events.

#### FISCAL INFORMATION

N/A

#### **ATTACHMENTS**

Attachment 1 – Chamber Letter

Attachment 2 – Right of Entry/Hold Harmless Agreement



#### **Running Springs Area Chamber of Commerce**

Post Office Box 96 Running Springs, CA 92382 (909) 867-2411

Arrowbear • Green Valley • Running Springs

February 14, 2020

Running Springs Water District 31242 Hilltop Boulevard Running Springs, CA 92382

**Running Springs Water District Board of Directors:** 

Thank you for allowing the Running Springs Area Chamber of Commerce Certified Farmers Market and Artisan Faire to use Running Springs Water District Downtown Property during our market season since 2012.

The Running Springs Area Chamber of Commerce again requests use of Running Springs Water District's Downtown Property, next to the Running Springs Firehouse Playground, every Saturday 4am-5pm May-September 2020. Mountain Top Days is an all day event, so use of the land 4am-8pm on that date (tentatively set for August 8, 2020) would be most appreciated, as well as the Friday night before from 5pm-8:30pm for marking the field. We are confirming the date for that event with the chamber. Additionally we would like to request the same Water District property for the Easter Egg Roll on Saturday, April 11, 2020.

The Running Springs Water District is named as additionally insured on the Running Springs Area Chamber of Commerce's insurance for the Farmers Market and Artisan Faire. A certificate will be provided. 2020 Saturday market dates include: May 2, May 9, May 16, May 23, May 30, June 6, June 13, June 20, June 27, July 4, July 11, July 18, July 25, August 1, August 8, August 15, August 22, August 29, September 5, September 19 and September 26.

A letter clarifying that the Running Springs Area Water District is granting permission to use owned land on the above dates and times is needed annually for Agriculture/Weights and Measures Farmers Market event approval. We usually submit a copy of the Right of Entry / Hold Harmless Agreement as proof of permission.

Thank you for your time in considering these requests. Your continued and generous support for the local community is greatly appreciated.

Sincerely, Wan Mully

Susan Heisler

Market Manager

Running Springs Area Chamber of Commerce Certified Farmers Market and Artisan Faire

#### RUNNING SPRINGS WATER DISTRICT 2020 RIGHT OF ENTRY/HOLD HARMLESS AGREEMENT

This Right of Entry/Hold Harmless Agreement ("Agreement") is made and entered into as of the 18<sup>th</sup> day of March, 2020, by and between the Running Springs Water District ("District") and the Running Springs Area Chamber of Commerce ("Chamber") and is executed in connection with the use of the real property identified as Assessor's Parcel No. 0295-105-11 (the "Downtown Property") for the purpose of holding a regularly scheduled Farmer's Market event held by the Chamber.

In consideration of the use of the Downtown Property, the District and Chamber hereby agree as follows:

- 1. The Chamber and its invitees are authorized to enter the Downtown Property for the purpose of holding a Farmer's Market and Artisan Faire between the hours of 4:00 a.m. to 5:00 p.m. every Saturday from May through September 2020. Additionally, the Chamber and its invitees are authorized to enter the Downtown Property for the purpose of holding an Easter Egg Event between the hours of 8:00 a.m. to 1:00 p.m. on Saturday, April 11, 2020 and for the purpose of Mountain Top Days between the hours of 5:00 p.m. to 8:30 p.m. on August 7<sup>th</sup> and 4:00 a.m. to 8:30 p.m. on August 8<sup>th</sup>, 2020.
- 2. The Chamber agrees to obtain insurance and insurance endorsements that are satisfactory to the District, naming the District as an additional insured.
- 3. The Chamber shall and does hereby agree to hold harmless and indemnify the District, its officials, officers, employees, contractors, agents and volunteers from any and all claims, demands, suits, causes of action, proceedings, damages, injuries, losses, and liabilities of any kind, whether to persons or property, in law or in equity, resulting from or arising out of or related to the use of the Downtown Property pursuant to this Agreement. The Chamber also waives its own rights to claims, demands, suits, causes of action or proceedings that the Chamber would or may have resulting from or arising out of or related to the use of the Downtown Property.
- 4. The Chamber agrees that the hold harmless described herein shall apply to damages, losses, costs or expenses which are presently unknown and may arise in the future as a result of the use of the Downtown Property pursuant to this Agreement. The Chamber hereby confirms that this hold harmless agreement has been negotiated and agreed upon in light of that, and the Chamber hereby expressly waives any and all rights which the Chamber may have under California Civil Code section 1542, or under any statute or common law or equitable principle of similar effect.
- 5. The individual who has signed this Agreement below warrants that he/she has the legal power, right, and authority to execute this Agreement on behalf of the Chamber.

COMMERCE
By:
Kevin Somes
President

#### **RESOLUTION NO. 01-20**

## RESOLUTION OF THE BOARD OF DIRECTORS OF THE RUNNING SPRINGS WATER DISTRICT FIXING AND LEVYING FIRE SUPPRESSION AVAILABILITY CHARGES FOR FISCAL YEAR 2020-21

**WHEREAS**, on March 11, 1980, this Board of Directors adopted Ordinance No. 9 determining and proposing for approval by the voters of this District an annual tax, called an availability charge, for fire suppression service in an amount not to exceed \$65.00 per unit of benefit, beginning in fiscal year 1980-81, pursuant to Sections 53970-53980 of the California Government Code as those sections then existed; and

**WHEREAS**, on November 4, 1980, more than two-thirds of the voters of Running Springs Water District who voted on the proposition approved the District's Ordinance No. 9, establishing the annual fire suppression availability charge beginning in fiscal year 1980-81; and

**WHEREAS**, the Board finds it necessary to set the amount at the maximum of \$65.00; and

**WHEREAS**, pursuant to Section 53977 of the California Government Code as it then existed, this Board may levy fire suppression availability charges only in an amount which does not exceed the estimated annual cost of fire suppression services; and

**NOW THEREFORE, BE IT RESOLVED** by the Board of Directors of the Running Springs Water District as follows:

- 1. This Board of Directors does hereby affix and levy fire suppression availability charges for fiscal year 2020-21 in the amount of \$65.00 per unit of benefit.
- 2. Units of benefit assigned to each improved lot or parcel within the District shall be determined in accordance with the District's Ordinance No. 9.
- 3. Fire suppression availability charges for fiscal year 2020-21 shall be billed on the San Bernardino County tax roll.
- 4. Said availability charge is due and payable in two installments on the same due dates as the San Bernardino County property tax bill installments.

ADOPTED this  $18^{\text{th}}$  day of March 2020.

Ayes: Noes: Abstentions: Absent:		
A TYPE CIT	President, Board of Directors	_
ATTEST:	Running Springs Water District	
Secretary of the Board of Directors		
Running Springs Water District		

#### **RESOLUTION NO. 02-20**

#### RESOLUTION OF THE BOARD OF DIRECTORS OF THE RUNNING SPRINGS WATER DISTRICT FIXING SEWER STANDBY OR AVAILABILITY CHARGES FOR FISCAL YEAR 2020-21

WHEREAS, Section 31104 of the California Water Code authorizes the Running Springs Water District to fix, on or before the first day of July of each year, a sewer standby or availability charge not to exceed ten dollars (\$10) per acre per year for each parcel of land in the District that is larger than one acre, and ten dollars (\$10) per year for each parcel of land in the District that is smaller in size than one acre, whether sewer service is used or not;

**NOW THEREFORE, BE IT RESOLVED** by the Board of Directors of the Running Springs Water District as follows:

- 1. This Board of Directors finds and determines that sewer is made available by the District to all lots and parcels of land within the District, as shown by the County Assessor's Parcel Map Books, provided that:
- 1.01 Lots that have been determined by the County to be unbuildable, as documented by written verification from the County to the District, will be exempt from availability charges.
- 1.02 Certain half (½) lots that have been combined, for the purpose of assessment, into a maximum equivalent of one and one-half (½) lots by the County of San Bernardino Assessor's Office will be treated as a single lot or parcel for purposes of availability charges.
- 1.03 Certain improved property where lots/parcels have been combined, by County lot merger, into one (1) assessor parcel number, and where a single structure that is connected to and using the District's sewer system is built across lot lines, and where the remaining portions of land do not meet the County of San Bernardino's building site requirements, will be treated as a single lot or parcel for the purposes of availability charges. Request(s) for this exemption must be made in writing to the District prior to July 1, 2020. A surveyed plot map showing the relationship of the structure to the lot lines or lot merger documents from the County must also be submitted with the request.
- 2. This Board of Directors does hereby fix sewer standby or availability charges for the fiscal year 2020-21 as follows:
- 2.01 For unimproved parcels of land one acre or larger in size, such charges shall be in the amount of ten dollars (\$10) for the first acre, and a prorated amount for any additional acreage rounded to the nearest one-tenth of an acre, if any portion of the parcel is within 200 feet of a sewer main of the District's sewer system; and in the amount of four dollars (\$4) for the first acre, and a prorated amount for any additional acreage rounded to the nearest one-tenth of an acre, if no portion of the parcel is within 200 feet from such sewer main.
- 2.02 For unimproved lots or parcels of land smaller in size than one acre, such charges shall be in the amount of ten dollars (\$10) for each lot or parcel if any portion thereof is within 200 feet of a sewer main of the District's system, and in the amount of four dollars (\$4) for each such parcel or lot if no portion thereof is within 200 feet from such sewer main.

- 2.03 For parcels of land within the District that are connected to the District's public sewer system, and each connected improvement is receiving the monthly unit sewer service charge, no availability charge will be levied.
- 2.04 For parcels of land within the District that are not connected to and using the District's public sewer system, and where each connected improvement is not receiving the monthly unit sewer service charge at the time the sewer availability charge invoices are mailed, such parcels shall be considered unimproved and shall be subject to the availability charge.
- 3. Availability charges shall be due and payable immediately and if not paid by July 1, 2020, a six percent (6%) late payment charge shall be added to the delinquent amount. The amount of any unpaid availability charge plus late payment charge shall be added to the tax roll, and shall constitute a lien on that land.

On or before August 1, 2020, the Secretary of the Board of Directors shall furnish in writing to the County Auditor a description of each and every parcel of land within the District upon which an availability charge remains unpaid, together with the amount of said unpaid charges plus late payment charge on each said parcel of land.

ADOPTED this 18 <sup>th</sup> day of March 2020`.	
Ayes: Noes: Abstentions: Absent:	
ATTEST:	President, Board of Directors Running Springs Water District
Secretary of the Board of Directors	

**Running Springs Water District** 

#### **RESOLUTION NO. 03-20**

#### RESOLUTION OF THE BOARD OF DIRECTORS OF THE RUNNING SPRINGS WATER DISTRICT FIXING WATER STANDBY OR AVAILABILITY CHARGES FOR FISCAL YEAR 2020-21

WHEREAS, Section 31032.1 of the California Water Code authorizes the Running Springs Water District to fix, on or before the first day of July of each year, a water standby or availability charge not to exceed thirty dollars (\$30) per acre per year for each parcel of land in the District larger than one acre, and thirty dollars (\$30) per year for each parcel of land in the District smaller in size than one acre, to which water is made available for any purpose by the District, whether the water is actually used or not;

**NOW THEREFORE, BE IT RESOLVED** by the Board of Directors of the Running Springs Water District as follows:

- 1. This Board of Directors finds and determines that water is made available by the District to all lots and parcels of land within the District, as shown by the County Assessor's Map Book, provided that:
- 1.01 Lots that have been determined by the County to be unbuildable, as documented by written verification from the County to the District, will be exempt from availability charges.
- 1.02 Certain half ( $\frac{1}{2}$ ) lots that have been combined, for the purpose of assessment, into a maximum equivalent of one and one-half ( $\frac{1}{2}$ ) lots by the County of San Bernardino Assessor's Office will be treated as a single lot or parcel for purposes of availability charges.
- 1.03 Certain improved property where lots/parcels have been combined, by County lot merger, into one (1) assessor parcel number, and where a single structure that is connected to and using the District's water and sewer system is built across lot lines, and where the remaining portions of land do not meet the County of San Bernardino's minimum building site requirements, will be treated as a single lot or parcel for the purposes of availability charges. Request(s) for this exemption must be made in writing to the District prior to July 1, 2020. A surveyed plot map showing the relationship of the structure to the lot lines or lot merger documents from the County must also be submitted with the request.
- 2. This Board of Directors does hereby fix water standby or availability charges for the fiscal year 2020-21 as follows:
- 2.01 For unimproved parcels of land one acre or larger in size, such charges shall be in the amount of thirty dollars (\$30) for the first acre, and a prorated amount for any additional acreage rounded to the nearest one-tenth of an acre, if any portion of the parcel is within 200 feet of a water main of the District's water system; and in the amount of twelve dollars (\$12) for the first acre, and a prorated amount for any additional acreage rounded to the nearest one-tenth of an acre, if no portion of the parcel is within 200 feet from such water main.
- 2.02 For unimproved lots or parcels of land smaller in size than one acre, such charges shall be in the amount of thirty dollars (\$30) for each lot or parcel, if any portion thereof is within 200 feet of a water main of the District's system, and in the amount of twelve dollars (\$12) for each such parcel or lot, if no portion thereof is within 200 feet from such a water main.

- 2.03 For parcels of land within the District that have a water service connection from the District, no water availability charge will be levied provided that the service has not been disconnected at the time the availability charge invoices have been mailed.
- 2.04 For parcels of land within the District that do not have a water service connection from the District, or where the service is disconnected at the time the availability charge invoices are mailed, such parcels shall be considered unimproved and shall be subject to the availability charge.
- 3. Availability charges shall be due and payable immediately and if not paid by July 1, 2020, a six percent (6%) late payment charge shall be added to the delinquent amount. The amount of any unpaid availability charge plus late payment charge shall be added to the tax roll, and shall constitute a lien on that land.

On or before August 1, 2020, the Secretary of the Board of Directors shall furnish in writing to the County Auditor a description of each and every parcel of land within the District upon which an availability charge remains unpaid, together with the amount of said unpaid charges plus late payment charge on each said parcel of land.

ADOPTED this 18th day of March 2020.

Ayes:		
Noes:		
<b>Abstentions:</b>		
Absent:		
	President, Board of Directors	_
ATTEST:	Running Springs Water District	
Secretary of the Board of Directors		
Running Springs Water District		

#### RUNNING SPRINGS WATER DISTRICT

#### MEMORANDUM

**DATE:** March 18, 2020

TO: Board of Directors

FROM: Ryan Gross, General Manager

SUBJECT: CONSIDER CERTAIN EQUIPMENT AND MATERIALS BE

DECLARED AS SURPLUS PROPERTY AND AUTHORIZE STAFF

TO DISPOSE OF PROPERTY

#### RECOMMENDED BOARD ACTION

It is recommended that the Board of Directors consider certain equipment and materials surplus property and authorize staff to properly dispose of the property.

#### REASON FOR RECOMMENDATION

District staff has determined that the equipment, materials and/or property is no longer of any use or value to the District and recommends it be declared surplus and disposed of.

#### **BACKGROUND**

Periodically the District performs an inventory of outdated and unused items and then develops a listing of surplus property that is no longer of value to the District, and that should be properly disposed of. The following is a list of the property staff is recommending be declared surplus at this time:

#### **Administration Division:**

#### **Keyboards**

Quantity: 6 Resale Value: 0

Brand: Dell and Logitech

Recommendation: Disposal



#### **Typewriter**

Quantity: 1 Resale Value: 0

Brand: Brother EM 530

Recommendation: Disposal



#### **Radio Phones**

Quantity: 2 Resale Value: 0

Brand: Motorola Command Series

Recommendation: Disposal



#### **Routers**

Quantity: 2 Resale Value: 0

Brand: Netgear and D-Link Recommendation: Disposal



#### **Credit Card Reader**

Quantity: 1 Resale Value: 0 Brand: Verifone

Recommendation: Disposal



#### **Surveillance Cameras**

Quantity: 12-14 Resale Value: 0 Brand: Various

Recommendation: Disposal



#### **Personal Printer**

Quantity: 1 Resale Value: 0

Brand: HP Office Pro 6835 Recommendation: Disposal



#### **Surveillance Equipment**

Quantity: 3 Resale Value: 0

Brand: Hanns G and Super Circuits

Recommendation: Disposal



#### **Phone System**

Quantity: 25 Resale Value: 0 Brand: Avaya

Recommendation: Disposal



#### **Water Division:**

#### **Sensus Handhelds**

Quantity: 2

Resale Value: Unknown

Brand: Sensus

Recommendation: TBD



#### **Service Truck**

Quantity: 1

Resale Value: \$1,500 Brand: 2001 Ford Ranger

Recommendation: Vehicle be sent to The Auction Company in Colton for public auction.



#### **Service Trailer**

Quantity: 1

Resale Value: \$1,000.00 Brand: Big Tex Trailer

Recommendation: Trailer be sent to The Auction Company in Colton for public auction.

#### **Tank**

Quantity: 1

Resale Value: \$100.00 Brand: 750 Gallon Tank

Recommendation: Tank be sent to The Auction Company in Colton for public auction.



#### **Treatment Division:**

#### **Steam Cleaner**

Quantity: 1

Resale Value: Scrap metal price

Brand: Trailer mounted Delco Equalizer 4300 steam cleaner / pressure washer

Recommendation: Take to auction



#### **Fire Department:**

#### **Ambulance**

Quantity: 1

Resale Value: \$5,000

Brand: Type I Ambulance Chevy 4x4 Recommendation: Re-sale at Colton Auction



#### RUNNING SPRINGS WATER DISTRICT MEMORANDUM

**DATE:** March 18, 2020

TO: Board of Directors

FROM: Ryan Gross, General Manager

SUBJECT: CONSIDER COST OF LIVING ADJUSTMENT (COLA) FOR

FISCAL YEAR ENDING 2021

#### RECOMMENDATION

It is recommended that the Board of Directors consider providing direction to staff on a COLA for the fiscal year ending (FYE) 2021.

#### REASON FOR RECOMMENDATION

To determine if adjustments need to be made to salary schedules for the FYE 2021.

#### BACKGROUND INFORMATION

Last year the Board of Directors approved using the newer and more localized Consumer Price Index for All Urban Consumers (CPI-U) for Riverside-San Bernardino-Ontario for the 12 month period from January 2018 to January 2019 which was 3.0%.

The Board approved the full 3% COLA for Non-Exempt staff and 1.5% for Exempt staff.

The CPI-U for Riverside-San Bernardino-Ontario for the 12 month period from January 2019 to January 2020 is again 3.0% as detailed in the attached news release.

#### FISCAL INFORMATION

With no COLA, base wages including expected merit increases would be reduced by approximately \$87,000 or 4% due to staffing changes and wage scale adjustments that were approved last year.

Assuming that the Board approves the 3% COLA for Non-Exempt and 1.5% COLA for Exempt for the FYE 2021, the resulting total change in base wages including expected merit increases would be a decrease of approximately \$35,000 or 1.6% from FYE 2020.

If the Supervisors were to get the full 3% COLA it would be an additional \$11,500 for an overall decrease in base wages of \$23,000 or a 1% decrease from FYE 2020.

#### **ATTACHMENTS**

Attachment 1 – News Release Bureau of Labor Statistics







For Release: Thursday, February 13, 2020 20-282-SAN

WESTERN INFORMATION OFFICE: San Francisco, Calif.

Technical information: (415) 625-2270 BLSinfoSF@bls.gov www.bls.gov/regions/west

Media contact: (415) 625-2270

### Consumer Price Index, Riverside Area – January 2020 Area prices were up 0.5 percent over the past two months, up 3.0 percent from a year ago

Prices in the Riverside area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), advanced 0.5 percent for the two months ending in January 2020, the U.S. Bureau of Labor Statistics reported today. Assistant Commissioner for Regional Operations Richard Holden noted that the January increase was influenced by higher prices for shelter and household furnishings and operations. (Data in this report are not seasonally adjusted. Accordingly, bi-monthly changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U rose 3.0 percent. The index for all items less food and energy advanced 2.5 percent over the year. Energy prices rose 6.8 percent, largely the result of an increase in the price of gasoline. Food prices rose 3.7 percent. (See table 1.)

#### Food

Food prices advanced 2.5 percent for the two months ending in January. (See table 1.) Prices for food away from home advanced 3.8 percent, and prices for food at home advanced 1.3 percent for the same period.

Over the year, food prices rose 3.7 percent. Prices for food away from home rose 6.7 percent since a year ago, and prices for food at home advanced 0.9 percent.

#### **Energy**

The energy index decreased 5.5 percent for the two months ending in January. The decrease was mainly due to lower prices for gasoline (-11.5 percent). Prices for natural gas service jumped 18.2 percent, and prices for electricity rose 3.2 percent for the same period.

Energy prices rose 6.8 percent over the year, largely due to higher prices for gasoline (8.4 percent). Prices paid for electricity increased 3.1 percent, and prices for natural gas service rose 2.9 percent during the past year.

#### All items less food and energy

The index for all items less food and energy rose 0.9 percent in the latest two-month period. Higher prices for household furnishings and operations (7.0 percent), apparel (3.8 percent), and shelter (1.2 percent) were partially offset by a lower price for recreation (-2.4 percent).

Over the year, the index for all items less food and energy advanced 2.5 percent. Components contributing to the increase included shelter (5.2 percent) and medical care (4.9 percent). Partly offsetting the increases were price decreases in apparel (-13.2 percent) and recreation (-3.2 percent).

The March 2020 Consumer Price Index for the Riverside area is scheduled to be released on April 10, 2020.

#### **Technical Note**

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 89 percent of the total population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers 28 percent of the total population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 87 urban areas across the country from about 6,000 housing units and approximately 24,000 retail establishments--department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date (1982-84) that equals 100.0. An increase of 16.5 percent, for example, is shown as 116.5. This change can also be expressed in dollars as follows: the price of a base period "market basket" of goods and services in the CPI has risen from \$10 in 1982-84 to \$11.65. For further details see the CPI home page on the Internet at www.bls.gov/cpi and the BLS Handbook of Methods, Chapter 17, The Consumer Price Index, available on the Internet at www.bls.gov/opub/hom/homch17\_a.htm.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.** 

The Riverside-San Bernardino-Ontario metropolitan area covered in this release consists of Riverside and San Bernardino Counties in the State of California.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Federal Relay Service: (800) 877-8339.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods Riverside-San Bernardino-Ontario (December 2017=100 unless otherwise noted)

Item and Group		Indexes		Percent change from-		
nom and crosp	Nov. 2019	Dec. 2019	Jan. 2020	Jan. 2019	Nov. 2019	Dec. 2019
Expenditure category						
All items	106.573	-	107.143	3.0	0.5	
Food and beverages	103.959	-	106.468	3.5	2.4	
Food	104.292	_	106.853	3.7	2.5	
Food at home	101.386	100.954	102.662	0.9	1.3	1.
Cereals and bakery products	104.712	-	104.874	-0.1	0.2	
Meats, poultry, fish, and eggs	100.074	-	101.213	-1.7	1.1	
Dairy and related products	105.255	-	105.764	4.0	0.5	
Fruits and vegetables	100.967	-	104.337	1.2	3.3	
Nonalcoholic beverages and beverage materials	107.660	-	107.980	5.1	0.3	
Other food at home	96.851	-	98.237	0.5	1.4	
Food away from home	107.236	-	111.259	6.7	3.8	
Food away from home	107.236	-	111.259	6.7	3.8	
Alcoholic beverages	98.334	-	99.817	-1.0	1.5	
Housing	107.678	-	109.886	5.0	2.1	
Shelter	108.673	109.643	109.951	5.2	1.2	0.3
Rent of primary residence	108.774	109.513	110.071	5.2	1.2	0.
Owners' equiv. rent of residences	108.987	110.038	110.345	6.0	1.2	0.3
Owners' equiv. rent of primary residence.	108.987	110.038	110.345	6.0	1.2	0.3
Fuels and utilities	107.532	-	112.719	3.3	4.8	
Household energy	104.377	106.521	110.807	3.0	6.2	4.
Energy services	104.476	106.663	111.031	2.9	6.3	4.
Electricity	105.347	105.375	108.669	3.1	3.2	3.
Utility (piped) gas service	101.460	111.119	119.941	2.9	18.2	7.9
Household furnishings and operations	98.216	-	105.077	4.1	7.0	
Apparel	89.989	-	93.442	-13.2	3.8	
Transportation	111.540	-	106.672	2.0	-4.4	
Private transportation	111.855	-	106.595	1.8	-4.7	
New and used motor vehicles	100.146	-	98.503	-3.8	-1.6	
New vehicles	101.539	-	101.840	-0.6	0.3	
Used cars and trucks	100.284	-	99.340	-2.3	-0.9	
Motor fuel	130.065	119.545	115.399	8.5	-11.3	-3.5
Gasoline (all types)	130.261	119.660	115.336	8.4	-11.5	-3.0
Gasoline, unleaded regular(1)	130.493	119.764	115.310	8.2	-11.6	-3.
Gasoline, unleaded midgrade(1)	130.130	119.884	116.067	9.2	-10.8	-3.2
Gasoline, unleaded premium(1)	128.984	118.990	115.258	9.5	-10.6	-3.
Motor vehicle insurance	110.751	-	113.655	3.2	2.6	
Medical care	104.906	-	105.768	4.9	0.8	
Recreation	101.749	-	99.300	-3.2	-2.4	
Education and communication	104.536	-	104.746	2.1	0.2	
Tuition, other school fees, and child care	114.587	-	116.139	3.7	1.4	
Other goods and services	106.336	-	107.738	4.5	1.3	
Commodity and service group						
All items	106.573	-	107.143	3.0	0.5	
Commodities	104.898	-	104.416	1.3	-0.5	
Commodities less food & beverages	105.527	-	103.175	-0.1	-2.2	
Nondurables less food & beverages	108.510	-	104.120	0.3	-4.0	
Durables	101.232	-	101.653	-0.8	0.4	
Services	107.603	-	108.834	4.1	1.1	
Special aggregate indexes						

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods Riverside-San Bernardino-Ontario (December 2017=100 unless otherwise noted) - Continued

Item and Group	Indexes			Percent change from-		
	Nov. 2019	Dec. 2019	Jan. 2020	Jan. 2019	Nov. 2019	Dec. 2019
All items less medical care	106.689	-	107.238	2.9	0.5	-
All items less shelter	105.397	-	105.582	1.8	0.2	-
Commodities less food	105.267	-	103.044	-0.1	-2.1	-
Nondurables	106.092	-	105.367	2.0	-0.7	-
Nondurables less food	107.904	-	103.851	0.2	-3.8	-
Services less rent of shelter	106.127	-	107.288	2.6	1.1	-
Services less medical care services	107.675	-	108.882	3.9	1.1	-
Energy	120.690	114.792	114.089	6.8	-5.5	-0.6
All items less energy	105.305	-	106.515	2.7	1.1	-
All items less food and energy	105.494	-	106.496	2.5	0.9	-

#### Footnotes

NOTE: Index applies to a month as a whole, not to any specific date.

<sup>(1)</sup> Special index based on a substantially smaller sample.

<sup>-</sup> Data not available

#### RUNNING SPRINGS WATER DISTRICT

#### **MEMORANDUM**

**DATE:** March 18, 2020

TO: Board of Directors

FROM: Trevor Miller, Wastewater Operations Manager

Ryan Gross, General Manager

SUBJECT: CONSIDER AUTHORIZING STAFF TO PURCHASE NEW

SEWER COLLECTION SYSTEM VIDEO INSPECTION

**EQUIPMENT** 

#### RECOMMENDED BOARD ACTION

Consider authorizing staff to purchase budgeted collection system maintenance video inspection equipment.

#### REASON FOR RECOMMENDATION

Staff is recommending this purchase to perform the video inspection of the collection system in house.

#### **BACKGROUND INFORMATION**

The Running Springs Water District's (District's) service area encompasses approximately seven square miles. The District has seven sewer assessment districts (AD), one sewer interceptor system, and 3.22 miles or 17,000 feet of sewer trunk or transmission lines. The existing sewer collection system consists of approximately 2,000 sewer manholes, pipelines ranging in sizes from 6-inch to 15-inch, spanning 58.3 miles (308,000 feet) in length and includes Asbestos Cement Pipe, PVC Pipe, and Cement Truss Pipe. There are also nine sewer lift stations.

The California State Water Resources Control Board ("SWRCB") promulgated a waste discharge requirement ("WDR") permit on May 2, 2006 to regulate sanitary sewer systems. This permit is known as SWRCB Order No. 2006-0003, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems. On July 30, 2013, Attachment A to the Order was promulgated and became effective on September 9, 2013 and is known as Attachment A, SWRCB Order No. WQO 2013-0058-EXEC, amending the Monitoring and Reporting Program for Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (together these documents constitute the "SSS WDR").

This permit, among other things, requires local public sewer collection system agencies, referred to as "Enrollees," to develop a Sewer System Management Plan ("SSMP"). SSMPs must be self-audited at least every two (2) years and updated every five (5) years from the original adoption date by the Enrollee's governing board. The original SSMP must have been approved by the governing board of the Enrollee at a public meeting and adopted.

The five-year SSMP update must also be approved and certified as do all significant updates to the SSMP. The SSMP, all references in the document, and the adoption documents by the governing board must be available on the agency website or submitted to the SWRCB upon adoption or recertification. Enrollees do not send their SSMP to the State or Regional Water Boards for review or approval, but must make it publicly available, and upload an electronic copy to the SSO database or provide a link to the Enrollees' website where the SSMP is posted.

The District's Sewer System Management Plan (SSMP) was most recently updated and certified by the Board of Directors on May 15, 2019. The SSMP requires, among other things, preventative maintenance, inspection and cleaning of the wastewater collection system. The District's goal is to video inspect and clean the entire 58.3 miles or 308,000 feet of pipelines every 5 to 7 years. This requires approximately 44,000 to 62,000 feet per year to be video inspected and cleaned.

The district has been cleaning and videoing the collection system since 1993, some years more footage was done, some years no footage was done due to fiscal limitations. This last year the district completed approximately 75,000 feet of cleaning and videoing. The cleaning was done using district staff and the video was done by an outside contractor. The District has an existing sewer hydro-jetting machine as shown here.



Purchasing our own video inspection equipment will allow the district to perform 100% of the collection system routine maintenance in house. The equipment consists of a remote-controlled crawler with a camera on the front and rear, video recording equipment, data logging and pipe condition software, pipe locating equipment and a support van.

This equipment will allow the district to do the video inspection work at approximately 1/3 the cost of an outside contractor. Using last year's cleaning and videoing as an example, the pay back on the equipment would be 4.5 years, with a useful life of at least 12 years.

### FISCAL INFORMATION

The purchase of this equipment was included in the fiscal year 2019/20 capital budget at \$200,000. The cost for this equipment will be approximately \$190,000:

- Video Inspection Equipment \$100,000 (Hacker Equipment)
- Support Van \$48,000 (Fairview Ford)
- Van Buildout \$42,000 (Hacker Equipment)

Video inspection equipment quote from Kaiser Premier – Proteus Camera System including the van buildout is \$148,902. Staff will provide the third quote from Cues will be provided at the Board meeting.

Sunrise Ford van quote is \$50,610, Ken Grody Ford van quote is \$42,765, Fairview Ford van quote is \$48,000.

Funding for this equipment will come from the Wastewater Capital Improvement Reserve Fund which has a balance of \$734,447 as of February 29, 2020. A prorated share will be billed upstream based on the percentage of wastewater collection system that is used by Arrowbear and CSA 79. In the event that CSA 79 is annexed into the District an additional amount may be expensed to that enterprise.









## ATTACHMENTS

Quotes (additional quotes will be provided at the Board meeting)

## Ken Grody Ford-Redlands

(a) (a, (b))	Business Offic	e		\$ & Q; #
Buyer	Home: Email: County:	Cell:		1
Trades	Deal Information	Deal Sta	atus:	
PDI	Retail Lease			
Disclosure	List 50610.00	Rebate	AMO\$/Opt	Sale Date 02/25/20
Recap	Price 39596.00	APR	Insurance	Deliver 02/25/20
Summary	Down	Term Days	Accessories	First Payment 02/25/20
our many	Trade	Tax	Serv Cont	Lender
	D	3075.28	- To A # 1777 A 1777	Cash SaleRetail
Commissions	Payoff	Tax Group SAN BERNADINO	Fee\$/Lender 93.75	Discount 11014.00
Forms	Function	Payment/Options	42765.03 M	11014.00
	Other / Salespeople	e		
	Odometer	Permit#/Exp	Salesperson1	F&I Manager
	Trade Desc		Salesperson2	Sales Manager
	PDI			
	CG39596FI0WP3	39596		42765X03A000

Exit

Cancel

**Running Springs Water District** Prepared by: Anthony Reed

02/25/2020



Sunrise Ford | 16005 Valley Blvd. Fontana California | 923356419

### 2020 Transit-350 Cargo AWD High Roof Van 148" WB Base (W2X)

Price Level: 35 | Quote ID: 123456

### Major Equipment

(Based on selected options, shown at right) EcoBoost 3.5L V-6 DOHC w/gasoline direct injection 310hp

10 speed automatic w/OD

- \* Auto stop-start feature
- \* Brake assistance
- LT 235/65R16 C BSW AS S-rated tires
- \* Advance Trac w/Roll Stability Control
- \* Tinted glass
- \* Bluetooth streaming audio
- \* Variable intermittent wipers
- \* Dual front airbags w/passenger cancel

N/A

- \* Airbag occupancy sensor
- \* Tachometer
- \* Audio control on steering wheel

Fuel Economy

Exterior: Oxford White

Interior: Dark Palazzo

- \* 4-wheel ABS
- Traction control
- \* Battery with run down protection
- \* Air conditioning
- \* AM/FM stereo with seek-scan, auxiliary audio input, external memory control
- \* Dual power remote mirrors
- \* 16 x 6.5 steel wheels
- \* Driver and front passenger seat mounted side airbags
- \* SecuriLock immobilizer
- \* Reclining front bucket seats

City

Hwy N/A

As Configured Vehicle	MSRP
STANDARD VEHICLE PRICE	
Order Code 101A	N/C
Transmission: 10-Spd Automatic w/OD & SelectShi	ft Included
GVWR: 9,500 lbs	. Included
Tires: 235/65R16C 121/119 R AS BSW	Included
Wheels: 16" Silver Steel w/Exposed Lug Nuts	Included
Dark Palazzo Gray Vinyl Bucket Seats	Included
Vinyl Front Bucket Seats	Included
Monotone Paint Application	STD
148" Wheelbase	STD
Radio: AM/FM Stereo	Included
50-State Emissions System	STD
Engine: 3.5L EcoBoost V6	\$1,495.00
3.73 Limited-Slip Axle Ratio	Included
Tow/Haul Mode w/Trailer Wiring Provisions	\$295.00
Long-Arm Manual-Folding Power Adjusting Mirrors	\$65.00
Back Up Alarm	\$125.00
D-Pillar Assist Handles	\$60.00
Upfitter Package	\$610.00
•	

## **Prepared for: Trevor Miller**

**Running Springs Water District** Prepared by: Anthony Reed

02/25/2020



Sunrise Ford | 16005 Valley Blvd. Fontana California | 923356419

2020 Transit-350 Cargo AWD High Roof Van 148" WB Base (W2X)

Price Level: 35 | Quote ID: 123456

TOTAL	\$50,610.00
Destination Charge	\$1,495.00
SUBTOTAL	\$49,115.00
Dark Palazzo	N/C
Oxford White	N/C
Front & Rear Vinyl Floor Covering	Included
Load Area Protection Package	\$485.00
Modified Vehicle Wiring System	Included
Dual AGM Batteries (70 Amp-hr Each)	Included
Auxiliary Fuse Panel	Included
Large Center Console	Included
As Configured Vehicle	MSRP



# **Equipment Quote**

03/03/2020

**Town of Running Springs** 

Attention: Trevor Miller

2536 Hunsaker Dr

Running Springs, CA 92382

tmiller@runningspringswd.com



# **Kaiser Premier - Proteus Camera System Quotation**

Quote Provided by: Matthew Pyland

Date of Quote: 03/03/2020

Item	Description	Qty
VCU500	Van Keyboard Control Unit with Rackmount Power Supply: The truck build alternative to the VCU500 has all the same features but instead utilizes a computer monitor (not included) instead of the built in screen on the VCU500. Power supply for the controller is 1U rack mounted.	1
VIP05	Truck Mount Link Cable Box: A 16' cable runs from the controller to the box where the reel is then connected with an included 5' link cable. Allows for cable reels to be connected and disconnected from the back of the truck for portable use.	1
PKP01-OS	Pressure Test Kit (Gas not included): For Proteus cameras and crawlers. Supplied in a plastic case with space for 2 canisters.	1
CGP01	Cable Guide Pulley: Lower manhole roller features a roller system to help prevent the cable from damage when entering into the pipe. It should be attached to the manhole and is supplied with a rope for fastening.	1
TRP01	Manhole Top Roller: An adjustable manhole top roller to suit most sizes of manhole opening. Helps to prevent cable damage	
		1



Item	Description	Qty
ACR350	1,150 Foot Fully Syncronized, Motorized Cable Reel: Self-layering to keep the cable neat and tidy. Removable drip tray. Synchronised with the crawler for hassle free retrieval. Includes 1,150 (CAP350) feet of cable and the Bluetooth joystick remote controller (RJP01).	
VGP350	Van Mounted Cable Guide Roller- For ACR350 Only: Fully adjustable cable guide roller for 1,150' motorized reels. Ideal for van fit installations to help reduce friction for smooth pay off and retrieval.	1
CRP140	5.5" - 24" Pipe Crawler: 6 wheel drive, steerable, pressurised, inclination sensor, built in multi frequency sonde, motorised elevator and lowering device. Features our patented wheel lock system. Supplied with 6 x 3.5" rubber wheels.	1
QRW115/150	Black Rubber- For use with CRP150 in Pipes 8 to 12" (each, 4 required)	4
QRW140/150	Black Rubber- For use with CRP150 in Pipes 12 to 18" (each, 4 required)	4
QRW90CB/150	Carbide- For use with CRP150 in 6 to 8" pipes (each, 4 required)	6
QRW115CB/150	Carbide- For use with CRP150 in Pipes 8 to 12" (each, 4 required)	4
QRW140CB/150	Carbide- For use with CRP150 in Pipes over 12" (each, 4 required)	4
EWP01	CRP140/150 Extra Weight Plate: 5.5 pound weight plate for CRP140/150. Gives the crawler extra downforce to allow for more traction in tricky pipe conditions.	1
CAM028	Pan & Rotate + Zoom Camera Head With Laser Measurement: High resolution camera module with 120x zoom (10 x Optical, 12 x Digital). Extremely powerful LED lighting, twin lasers, pipe diameter measuring sensor, auto/ manual focus, pressurised, endless rotation, +/- 135° pan, pressure rated to 1 bar.	1
ALB300	Auxiliary Lights & Backeye Camera: Extremely powerful LED light. Features a colour rear view camera to aid crawler reversing. For use with CRP150 and CRP300 crawlers.	1
001-00805-01	SnapTrack C-Cell Alkaline Programable Locator: Precision locating receiver offering multiple active & passive frequencies, multiple locate modes, constant depth readout and current measurement. Standard package equipped with c-cell batteries.	1
Rackmount - Win10Pro64	Rackmount Computer System-Premium: Intel i5-6500 CPU, 8 GB DDR4 RAM, 128 GB SSD for operating system, 1 TB HDD data storage drive, AverMedia capture card, Logitech wireless keyboard and mouse. Included instalation and testing.	1
PIPELOGIX:Full	PipeLogix Full Reporting License	1
PIPELOGIX:DVS	PipeLogix DVS Video Recording Module	1





Item	Description	Qty
Premium Van Buildout	PREMIUM PACKAGE INSTALLATION INTO CARGO VAN  - Non-Slip Flooring - Kemlite covered and Insulated Walls and Ceiling - Interior partition wall with observation window Kemlite covered and Insulated Walls and Ceiling - Interior partition wall with observation window - 62" x 11" Utility shelf mounted on partition wall - Control Room counter top work station Utility shelf mounted on partition wall - Control Room counter top work station - Rack Mount Storage Drawers (3) - Control Room LED Ceiling Mounted Light - 110V Electrical Receptacles with USB - Printer/Scanner - 34" PBP Monitor - Worksite Viewing monitor	1
	Rear Work Area  - LED Ceiling mounted lights (2)  - 110v Electrical Receptacle Outlets (4) (1) with USB  - 41" x 18" 9 Drawer Toolbox – Curbside  - 84" x 19" Working Counter Top – Curbside  - 42" x 17" Storage shelf suspended over wheel well – Curbside  - 45"x 25" Cabinet/Counter (holds Inverter/batteries)  - 10 Gallon water washdown tank with pump and 25' retractable reel  - 32" x 22" x 36" Reel Rack with 2 compartment drawer and slide tray  - (4) 6' Fiberglass poles with camera hook	



Price with options	\$148,902
<b>Delivery</b> (includes all applicable shipping, brokerage, drive away, and delivery fees):	TBD
Total (not including applicable taxes):	\$148,902

### ALL PRICES ARE IN US DOLLARS. QUOTE IS VALID 30 DAYS FROM ISSUE.

This unit is SUBJECT TO PRIOR SALE; a 10% deposit is required with signed proposal.

TERMS: 10% down payment, Balance due upon completion. Once production has commenced on this Sales Proposal agreement, in the event of the purchasers cancelling the Sales Proposal agreement, or failing to accept delivery, or failing to complete the Sales Proposal agreement, the entire deposit shall be forfeited to KAISER PREMIER, but such forfeiture shall not prejudice any other remedy which KAISER PREMIER may have for breach of any of the Sales Proposal agreement. Buyer agrees to the attached terms and conditions.

Purchaser's Acceptance:
By:
Title <mark>:</mark>
Date:
KAISER PREMIER
By: Matt Pyland
Title: West Coast Business Development Manager
Date: 03/03/2020



### **Warranty Terms and Conditions**

On New Equipment, we guarantee that if any provable defect of workmanship or materials in the equipment (and not as a result of misuse) is notified to us within twelve months of delivery, and the defective equipment is promptly returned upon discovery of such defect, we will remedy it free of charge. We reserve the right, at our option, to repair the equipment or to replace the whole unit or the faulty parts or to refund the then-current value of the equipment, if we are unable to repair or replace the unit. The warranty is a 'return to base' warranty and we are not liable for any shipping costs.

Disassembling the camera, coiler, control unit or any part of the system, without approval of the manufacturer, will void the warranty. The warranty period commences from the date of delivery of the equipment by Visual Imaging Resources (VIR) to the Dealer.

This limited warranty does not cover damage arising from improper use of the system, inadequate maintenance, alteration, repair, normal wear and tear or external causes like lightning, fire or frost. The warranty does not cover wear and tear to parts such as front camera lenses, O-rings, cable, push rod, rod rollers etc

The legal relationship for all warranty claims is between VIR and the Dealer. It is therefore the Dealer's responsibility to offer a minimum 12 months' warranty to their end customer.

If the Dealer is trained and certified as a Service Partner and the Dealer performs a warranty repair, VIR is not liable to reimburse any of the Dealer's labor costs in respect of warranty repairs. The agreed re-seller discount is intended to cover Dealer warranty labor costs.

If the local repair is outsourced to an external Mini-Cam certified Service partner, the Dealer is liable for the labor costs of those warranty repairs. VIR will send the necessary spare parts free of charge (the parts), ex works to the service partner.

At times our partners' will hold equipment to reduce lead times and to ensure product is available for their local markets. In such cases, where the equipment has not been used as demo equipment, and where the Partner has specifically advised and provided evidence to VIR of this situation, VIR may, at VIR's sole discretion, extend the VIR warranty period beyond the normal 12 months for an appropriate period.



#### **TERMS AND CONDITIONS**

#### **TERMS AND CONDITIONS OF SALE**

ACCEPTANCE OF TERMS AND CONDITIONS; NO ADDITIONAL TERMS; ORDER CONFIRMATION. No quotation or purchase order for vehicles, equipment, parts or services (collectively "Equipment") sold by Kaiser Premier LLC or any subsidiary, affiliate or related entity (collectively, "Kaiser") shall be deemed accepted by Kaiser until Kaiser issues an order confirmation (the "Order Confirmation") to the purchaser (the "Buyer") stating the terms upon which Kaiser will sell Equipment to Buyer. Any sales of Equipment, as well as any quotation or other offer by Kaiser is expressly conditioned upon the acceptance of these Terms and Conditions of Sale and the Order Confirmation, as they may be modified or supplemented in a writing executed by an authorized officer of Kaiser (collectively, these "Terms and Conditions"). These Terms and Conditions govern all transactions between Kaiser and the Buyer, and no additional or different terms and conditions will be binding upon Kaiser. Kaiser objects to and rejects any proposal, acceptance or agreement provided by Buyer that includes different or additional terms that vary from these Terms and Conditions.

**DELIVERY; RISK OF LOSS; TITLE.** Kaiser shall deliver the Equipment ordered by Buyer to the location specified in the applicable Order Confirmation (the "Delivery Point") using Kaiser's standard methods for delivery of such Equipment. If no Deliver Point is specified in the Order Confirmation, the Delivery Point shall be Kaiser's manufacturing facility in Fort Morgan, Colorado. Title and risk of loss passes to Buyer upon delivery of Equipment at the Delivery Point. As collateral security for the payment of the purchase price of the Equipment, Buyer hereby grants to Kaiser a lien on and security interest in the Equipment and any proceeds therefrom. The security interest granted under this provision constitutes a purchase money security interest under the Colorado Uniform Commercial Code.

**BUYER'S RESPONSIBILITY** — **INSURANCE AND TAGS**. Buyer acknowledges that unless prohibited by applicable law, any insurance coverage, license, tags, plates or registration maintained by Kaiser on the Equipment shall be canceled upon delivery of the Equipment to, and the acceptance of, by Buyer.

PAYMENT TERMS; DEPOSITS. Buyer shall pay all invoiced amounts due to Kaiser in accordance with the terms of the Order Confirmation. Buyer shall make all payments in US dollars in immediately available funds or as specified in the Order Confirmation. All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed on any amounts payable by Buyer unless otherwise specified in the Order Confirmation. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Kaiser. If Kaiser requires a deposit in connection with any order of Equipment, Buyer shall pay such deposit to Kaiser upon Kaiser's issuance of the Order Confirmation to Buyer. Any deposit will be credited by Kaiser to the purchase price of the applicable Equipment upon delivery of the Equipment to Buyer. Except as specified in the applicable Order Confirmation, Buyer shall forfeit and Kaiser shall have the right to retain Buyer's deposit upon Buyer's cancellation of the applicable Equipment order unless Kaiser receives such cancellation in writing no later than one hundred eighty (180) days prior to the scheduled delivery date of such order. FORCE MAJEURE. If Kaiser shall be unable to perform hereunder by reason of the occurrence of any contingency beyond its control, or if such performance has been made commercially impracticable for any reason, performance shall be excused and Kaiser shall not be liable therefore. Contingencies beyond Kaiser's control include but are not limited to, acts of God, fires, floods, wars, civil commotion, sabotage, accidents, labor disputes or shortages, government laws, ordinances, rules and regulations including, but not limited to, import or export prohibitions or limitations, priorities, requisitions, allocations and price control restrictions and inability to obtain material, equipment or transportation. If such contingency or commercial impracticability results in curtailment or suspension of Kaiser's supply of equipment, deliveries may at Kaiser's option be cancelled or may be allocated among its customers as Kaiser may deem fair and reasonable.

LIMITED WARRANTY; DISCLAIMER OF WARRANTY. Equipment sold by Kaiser to Buyer are subject to the applicable Kaiser Premier Limited Warranty (the "Kaiser Warranty") delivered to Buyer or available on Kaiser Premier's Web site at www.kaiserpremier.com. Buyer's sole and exclusive remedy for breach of warranty is limited to the terms and remedies set forth in the Kaiser Warranty. The KAISER WARRANTY CONSTITUTES KAISER'S EXCLUSIVE OBLIGATION AND KAISER MAKES NO OTHER WARRANTY OF ANY KIND WITH RESPECT TO THE EQUIPMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM INFRINGEMENT OR THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. THE REMEDIES SET FORTH IN THE KAISER WARRANTY ARE THE SOLE REMEDIES AVAILABLE TO ANY PERSON OR ENTITY FOR BREACH OF WARRANTY OR FOR BREACH OF ANY OTHER COVENANT, DUTY, OR OBLIGATION ON THE PART OF KAISER. IT IS EXPRESSLY AGREED THAT THE KAISER WARRANTY DOES NOT FAIL OF ITS ESSENTIAL PURPOSE.



LIMITATION OF LIABILITY. KAISER SHALL HAVE NO LIABILITY FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR PENAL DAMAGES, WHETHER DAMAGES ARISE OUT OF OR ARE AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT KAISER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL KAISER'S TOTAL LIABILITY HEREUNDER EXCEED THE PURCHASE PRICE OF THE EQUIPMENT WHICH GAVE RISE TO SUCH LIABILITY.

**TERMINATION FOR BREACH**. In addition to any remedies that may be provided in these Terms and Conditions or any related agreements or documents, Kaiser, at its option, may suspend or terminate these Terms and Conditions with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under these Terms and Conditions; (ii) has not otherwise performed or complied with any of these terms of these Terms and Conditions, and such failure continues for fifteen (15) days after receiving notice of such failure; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

**CONFIDENTIAL INFORMATION**. All non-public, confidential or proprietary information of Kaiser, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Kaiser to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," is confidential, solely for use in connection with the Equipment and may not be disclosed or copied unless authorized by Kaiser in writing. Kaiser shall be entitled to injunctive relief for any violation of this section. This section shall not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

KAISER'S INTELLECTUAL PROPERTY. Buyer acknowledges and agrees that any and all Kaiser's intellectual property rights (the "Rights") are the sole and exclusive property of Kaiser or its licensors, and Buyer shall use the Rights solely for purposes of using the Equipment and only in accordance with these Terms and Conditions. Buyer shall not (i) take any action that interferes with any of the Rights; (ii) challenge or misappropriate any right, title or interest of Kaiser in or to the Rights; (iii) make any claim or take any action adverse to Kaiser's ownership of the Rights; (iv) register or apply for registrations, anywhere in the world, for Kaiser's trademarks or that incorporates Kaiser's trademarks; (v) alter, obscure or remove any Kaiser's trademarks, or trademark or copyright notices or any other proprietary rights notices placed on the Equipment, marketing materials or other materials that Kaiser may provide.

**INDEMNIFICATION**. Buyer shall indemnify, defend and hold harmless Kaiser and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, the "Kaiser Indemnified Parties") against any and all damages including, without limitation, reasonable attorneys' fees, incurred by a Kaiser Indemnified Party, relating to/arising out of or resulting from any claim of a third party occurring in connection with the Equipment (unless such claim is as a result of Kaiser's violation of the Kaiser Warranty above), or Buyer's gross negligence, willful misconduct or breach of these Terms and Conditions.

LAWS; REGULATIONS. Buyer shall comply with all applicable laws, regulations and ordinances and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to use the Equipment. Buyer shall comply with all export and import laws of all countries involved in the sale of the Equipment under these Terms and Conditions or any resale of the Equipment by Buyer. Buyer assumes all responsibility for shipments of Equipment requiring any government export or import clearance.

MISCELLANEOUS. Buyer may not assign or delegate any of its rights or obligations under these Terms and Conditions without the prior written consent of Kaiser. The relationship between the parties is that of independent contractors. Kaiser's failure to enforce any provision of these Terms and Conditions will not be construed as a waiver of such provision nor affect the validity of these Terms and Conditions or Kaiser's right to enforce any provision thereafter. Each provision of these Terms and Conditions is severable and if any provision will be finally determined to be invalid, illegal, or unenforceable in any jurisdiction, the remaining provisions will not be affected thereby. No amendment, waiver, modification of these Terms and Conditions shall be valid unless in writing signed by both parties. Kaiser's rights under these Terms and Conditions are in addition to, and not in lieu of, any other remedies available under the Uniform Commercial Code, at law or in equity. These Terms and Conditions are governed by and subject to the laws of the state of Colorado without regard to conflict of law principles. The District Court of the City and County of Denver, State of Colorado, shall have exclusive jurisdiction and shall be the exclusive venue for any and all controversies and claims arising out of or relating to these Terms and Conditions.