



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:                      SEPTEMBER 15, 2023  
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, September 20, 2023, at the hour of 9:00 am at the District Office located at 31242 Hilltop Boulevard, Running Springs, California. This agenda was posted prior to 5:00 pm on September 15, 2023, 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
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are expected to be routine and non-controversial and will be acted on at one time without discussion unless an item is withdrawn by a Board Member for questions or discussion.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 **Page 3**
  - B. Ratify Expenditures and Cash Summary **Page 9**
4. Action Items – The following action items will be considered individually, and each **require a motion** by the Board of Directors for action.
  - A. Public Hearing to Consider Allowing or Overruling Any or All Objections or Protests to the Proposed Removal of Weeds and/or Wastes Whereupon the Board of Directors Shall Acquire Jurisdiction to Proceed and Perform the Work of Removing the Public Nuisance **Page 18**

September 20, 2023, Regular Board Meeting Agenda  
Posted September 15, 2023

1. Open Public Hearing;
2. Fire Chief's Report;
3. Written Objections or Protests;
4. Oral Objections or Protests;
5. Board Discussion;
6. Close Public Hearing;
7. Consider Allowing or Overruling Any or All Objections or Protests to the Proposed Removal of Weeds and/or Wastes Whereupon the Board of Directors Shall Acquire Jurisdiction to Proceed and Perform the Work of Removing the Public Nuisance Using the Lowest Bidder (Motion Required).

B. Consider Authorizing Continued Participation in the Voluntary Rate Range Program (VRRP) Intergovernmental Transfer (IGT) Program – Federal Matching Funds for Emergency Medical Transport Services  
(Presenter: Ryan Gross, General Manager) **Page 20**

C. Consider Approving Lease Agreement for Dog Park and Finding Project Categorically Exempt Pursuant to California Environmental Quality Act (CEQA) Guidelines Sections 15301, 15303 and 15331  
(Presenter: Ryan Gross, General Manager) **Page 25**

D. Consider Parking Area Lease Near Fire Station #50 and Find that the Project is Categorically Exempt from California Environmental Quality Act (CEQA) Pursuant to CEQA Guidelines Sections 15061(b)(3) and 15301  
(Presenter: Ryan Gross, General Manager) **Page 36**

E. Consider Approving Additional Operator Position  
(Presenter: Ryan Gross, General Manager) **Page 44**

F. Consider Approving Resolution 14-23, Declaring Surplus Land and Find that Such Declaration is Exempt From Environmental Review Under CEQA  
(Presenter: Ryan Gross, General Manager) **Page 45**

5. General Manager's Report
6. Report from Legal Counsel
7. Board Member Comments/Meetings
8. Meeting Adjournment

Upcoming Meetings: Regular Board Meeting October 18, 2023, at 9:00am

**RUNNING SPRINGS WATER DISTRICT**

**MEMORANDUM**

**DATE:** September 20, 2023  
**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 August 16, 2023.

**ATTACHMENTS**

Attachment 1 – Draft Meeting Minutes

**MINUTES – August 16, 2023**

**PAGE 1 OF 5**

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS  
RUNNING SPRINGS WATER DISTRICT  
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA  
August 16, 2023**

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A Regular Meeting of the Board of Directors of the Running Springs Water District was held on Wednesday, August 16, 2023, at the hour of 9:00 A.M. at the District office located at 31242 Hilltop Boulevard, Running Springs, California, and through teleconference.

The following Directors were present at the District:

Mike Terry, Director  
Bill Conrad, Vice-President  
Mark Acciani, Director  
Laura Dyberg, Director

The following Directors were absent:

Tony Grabow, President

Also present at the District were the following:

Ryan Gross, General Manager  
Rick Ellsberry, Battalion Fire Chief  
Ward Simmons, Legal Counsel, Best Best & Krieger, LLP  
Amie R. Crowder, Secretary to the Board/Administration Supervisor

The following visitors were present at the District:

Lyle Ferguson, Green Valley Lake Resident (left at 10:18 A.M.)  
Jamie Stiansen, Resident (left at 9:32 A.M.)  
Jim Martindale, Victor Valley Investment Group, LLC (left at 9:15 A.M.)

**MEETING MINUTES**

**AGENDA ITEMS**

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

The Running Springs Water District Board Meeting was called to order at 9:00 A.M. by Vice-President Conrad. Vice-President Conrad also led the assembly in the Pledge of Allegiance.

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

Lyle Ferguson, a resident of Green Valley Lake and a retiree from the District, introduced himself and commended the District, and everyone involved, for work that was done on behalf of the acquisition of CSA-79.

Jim Martingale of Victor Valley Investment Group, LLC., and property owner of land in Running Springs, introduced himself and withheld comment until Action Item 4.A. was presented.

Jamie Stiansen, a resident of Running Springs, introduced herself and withheld comment until Action Item 4.B. was presented.

**3. Approval of Consent Items**

**A. Approve Meeting Minutes**

**B. Ratify Expenditures**

**C. Consider Adopting Resolution No. 12-23 Revising the District’s Credit Card Policy**

Upon **motion** by Director Dyberg, **second** by Director Terry and **carried by a 4 to 0 vote**, the Consent Items were approved (Resolution No. 12-23 is on file in the District office).

**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 Request from Property Owner for Lease or Purchase of Property Near Fire Station #50**

Manager Gross introduced the action item. Jim Martingale of Victor Valley Investment Group LLC., and owner of the property near Fire Station #50, would like to obtain a rental agreement with the District, for District parking purposes. Mr. Martingale informed the Board that he needs to either lease the property or sell it. On behalf of Fire Chief Grzywa, Battalion Chief Ellsberry informed the Board of Directors that the Chief has spoken with nearby business owners for potential quotes on what they would charge the District to park on their property, but official quotes have not been obtained at this time. This action item is tabled until the September 20, 2023 Regular Board Meeting.

No action taken.

**B. Consider Request for Use of Downtown Property**

Manager Gross introduced the action item. Jamie Stiansen, resident of Running Springs, is requesting to use the Running Springs Water District’s downtown property for a beer tasting event. Various discussion ensued regarding wrist bands, insurance liabilities, and alternative locations. This action item is tabled until the September 20, 2023 Regular Board Meeting.

No action taken.

**C. Consider Authorizing Operations Expenditures**

Manager Gross outlined the necessary expenditures needed for the Water and Wastewater Departments. An update was provided on item #2, Replacement flow meter tube for Snow Valley flow meter. Manager Gross met with Snow Valley, and they have agreed to cover the cost of this because this is their flow meter.

Vice-President Conrad inquired about the groundwater well pump in the Rimwood neighborhood. Manager Gross provided explanation.

Upon **motion** by Director Acciani, **second** by Director Terry and **carried by a 4 to 0 vote,** Authorizing Operations Expenditures for a Variable Frequency Drive in the amount of \$11,216.18, a Lift Station Pump in the amount of \$24,156.00, and a Wastewater Treatment Plant Recycle Pump in the amount of \$8,648.50, were approved.

**D. Consider Resolution 13-23 Approving Grant for Fire Shelters**

Battalion Chief Ellsberry provided detailed explanation as to how fire shelters are used, stored, and how and when they expire. In addition, Battalion Chief Ellsberry informed the Board that the Fire Department applied for and was awarded grant monies in the amount of \$10,412.69 through the Volunteer Fire Capacity (VFC) Grant. This is a split grant award that will reimburse the District 50% of the total cost.

Upon **motion** by Director Dyberg, **second** by Director Acciani and **carried by a 4 to 0 vote,** Approving Grant for Fire Shelters in the amount of \$20,825.40, was approved (Resolution No. 13-23 on file in the District office).

**E. Consider Authorizing Expenditure for Replacement of Self-Contained Breathing Apparatus Compressor/Fill Station**

The Fire Department's current Bauer SCBA Compressor/Fill Station needs to be replaced due to a recent age-related motor and electrical wiring failure. This unit is 22-years old. The SCBA compressor/fill station is required to assure that breathing air provided meets OSHA standards. The cost to both repair and replace the unit were reviewed.

Upon **motion** by Director Terry, **second** by Director Dyberg and **carried by a 4 to 0 vote,** Authorizing Expenditure for Replacement of Self-Contained Breathing Apparatus Compressor/Fill Station in the amount of \$44,819.76, was approved.

**F. Consider Offer to Lease or Purchase District Owned Parcel 328-09-171**

This action item is being presented from the last Regular Board Meeting on July 19<sup>th</sup>, 2023. Manager Gross presented the verbal request from the property owner adjacent to the

District owned lot. The appraised value of the land was reviewed. Ward Simmons, Legal Counsel, Best Best & Krieger, LLP, reviewed the formal process of selling property that the Legislature established, and the complications it creates. This action item is tabled until the September 20, 2023 Regular Board Meeting.

No action taken.

**G. Consider Approving Professional Services Contract for Design of the Harris Property Storage Building**

Manager Gross reviewed the Ardurra Group, Inc. bid for the design of the Harris property storage building. Upon further review, additional quotes are needed prior to approving this action item. In addition to this, Manager Gross would like to request up to \$7,500 for the geotechnical engineering. Minimal discussion ensued.

Upon motion by Director Terry, second by Director Acciani and carried by a 4 to 0 vote, Authorizing Expenditure for Geotechnical Engineering in the amount of \$7,500, was approved. The Design of the Harris Property Storage Building was tabled and no action was taken.

**5. General Manager’s Report**

Manager Gross provided an update on the Valley View Pipeline Replacement Project, the front-end processor located on Nob Hill, and the Treatment Plant Membrane Module replacements. Manager Gross commended the District staff that will be completing most of this work in-house, which will save the District a significant amount of money.

Director Acciani inquired about a recent leak on Pleasant and Rim of the World Drive Manager Gross provided details of this leak and the repair.

Vice-President Conrad inquired about a pump that is off in the Rimwood neighborhood. Manager Gross provided explanation as to what occurred.

**6. Report from Legal Counsel**

No comment

**7. Board Member Comments/Meetings**

Director Terry commended the District for the newspaper article the District was featured in. Manager Gross gave acknowledgment to Steven Peters for assisting the District with this. Director Dyberg suggested an article explaining where water comes from would be desirable for our community. Vice-President Conrad suggested writing about the Tesla Battery System the District uses at the Wastewater Treatment Plant.

**8. Meeting Adjourned**

Upon motion by Director Acciani and second by Director Terry, the meeting was adjourned at 10:18 A.M.

Respectfully Submitted,

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President, Board of Directors  
Running Springs Water District

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Secretary of the Board of Directors  
Running Springs Water District



**RUNNING SPRINGS WATER DISTRICT**

**MEMORANDUM**

**DATE:** September 20, 2023  
**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 August 2023 expenditures.

A copy of the District's Cash Reserve Fund Summary as of August 31, 2023, the Pooled Cash Balance History and Fire Department Operating Reserve Fund 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.

**ATTACHMENTS**

- Attachment 1 – Accounts Payable Check Register
- Attachment 2 – Cash Summary
- Attachment 3 – Pooled Cash Balance History
- Attachment 4 – Fire Department Operating Reserve Fund History

# Running Springs Water District

## Accounts Payable Checks

### August 2023

Vendor Name	Description	Date	Invoice Amount	Check Number	Check Amount
2 Hot Uniforms inc	Uniform new PCF Mario Martinez	08/18/23	554.54	109043	1,919.54
	Uniform allowance new PCF Alexandra Fox	08/18/23	562.89	109043	
	Uniform new PCF Mario Martinez	08/18/23	15.23	109043	
	Uniform allowance - Strebel	08/18/23	220.70	109043	
	Uniform allowance Rick Ellsberry	08/18/23	566.18	109043	
49er Communications	Radio Microphones for VHF radios KNG2	08/11/23	615.56	109012	615.56
Action Auto Repair Inc	Smog:2005 Chevy2500, 2007 Chevy1Ton 2018 F	08/11/23	213.00	109013	213.00
	Smog Inspection - '07 Ford Explorer & '11 Range	08/18/23	142.00	109044	142.00
	Electrical work, Muffler Replacement	08/25/23	716.46	109053	919.54
	Smog Inspection	08/25/23	71.00	109053	
	Smog Inspection	08/25/23	71.00	109053	
	Mount and Balance	08/25/23	61.08	109053	
Actuarial Retirement Consulting	GASB 75 Valuation & Fiscal YE-2024 Reports	08/15/23	2,750.00	DFT0002339	2,750.00
Alex Clemmer	Reimbursement	08/11/23	148.97	109014	148.97
American Family Life Assurance Company of Col	Additional Insurance Premiums	08/22/23	143.26	DFT0002383	143.26
	REVERSED <del>Additional Insurance Premiums</del>	<del>08/25/23</del>	<del>146.26</del>	<del>DFT0002346</del>	<del>146.26</del>
Amie Crowder	Reimbursement Claim - June 2023	08/11/23	30.00	109015	230.00
	Reimbursement Claim - August 2023	08/11/23	200.00	109015	
	Gym Membership July 2023	08/18/23	90.00	109045	485.00
	Gym Membership August 2023	08/18/23	90.00	109045	
	Reimbursement - August 2023	08/18/23	305.00	109045	
	Reimbursement Clain August 2023	08/25/23	517.66	109054	517.66
Aramark	Treatment Supplies	08/04/23	139.66	108996	139.66
	Treatment Supplies	08/25/23	146.13	109055	438.39
	Treatment Supplies	08/25/23	146.13	109055	
	Treatment Supplies	08/25/23	146.13	109055	
Arrowhead Group Inc.	Backflow Test: Treat Plt, Well's, LS's, Hydrants	08/25/23	1,824.28	109056	1,824.28
AT&T Mobility	Internet: Treatment Plant-August 2023	08/18/23	43.24	109046	43.24
Bacon/Wagner Excavating, Inc.	Hauling of Bio to One Stop 2 Loads	08/11/23	880.00	109016	880.00
Bear Valley Fire Protection	Fire Extinguisher Service Station 50 & Station 51	08/04/23	193.50	108997	549.08
	Fire Extinguisher Service Station 50 & Station 51	08/04/23	73.62	108997	
	Fire Extinguisher Service Station 50 & Station 51	08/04/23	281.96	108997	
Best, Best & Krieger LLP	Legal Services July 2023	08/18/23	27.50	109047	27.50
Bound Tree	June 2023 Statement	08/04/23	6,024.62	108998	6,024.62
	Medical Supplies - July 2023	08/11/23	2,086.87	109017	2,086.87
Brandon Hannay	Reimbursement	08/11/23	123.02	109018	123.02
BURR Group Inc.	Trash Service 32151 Hunsaker Way	08/10/23	79.37	DFT0002271	79.37
	Trash Service: 31242 Hilltop lvd July 2023	08/10/23	194.55	DFT0002272	194.55
	Trash Service: 30505 Fredalba Rd.	08/10/23	994.77	DFT0002273	994.77
California Computer Options Inc	July 2023 - Fully Managed IT	08/11/23	3,398.75	109019	4,774.75
	July 2023 - IT Services	08/11/23	1,376.00	109019	
California Underground Facilities Safe Excavation	State Fees for 2022/2023 Dig Tickets	08/04/23	516.67	108999	516.67
CalPERS	REVERSED <del>Health Insurance Premiums August 2023</del>	<del>08/02/23</del>	<del>23,532.43</del>	<del>DFT0002254</del>	<del>23,532.43</del>
	Medical Benefits - August 2023	08/02/23	23,532.43	DFT0002337	23,532.43
	REVERSED <del>PPE 08/07/2023</del>	<del>08/09/23</del>	<del>1,400.00</del>	<del>DFT0002318</del>	<del>1,400.00</del>

Vendor Name	Description	Date	Invoice Amount	Check Number	Check Amount
CalPERS	<del>REVERSED Health Insurance Premiums August 2023</del>	<del>08/09/23</del>	<del>26,366.74</del>	<del>DFT0002321</del>	<del>26,366.74</del>
	Employer Contributions - 08/07/2023	08/09/23	26,366.74	DFT0002336	26,366.74
	GASB 68 - Fees for reports and schedule	08/09/23	1,400.00	DFT0002338	1,400.00
	Employer Contributions - 08/21/2023	08/23/23	26,046.95	DFT0002350	26,046.95
	Adjustments 07/24, 08/07, 08/21/23	08/31/23	1,461.72	DFT0002377	1,461.72
Canon	Copier - 07/01/23 thru 07/31/23	08/25/23	420.24	109057	625.26
	Map Scanner Monthly Fee - August 2023	08/25/23	205.02	109057	
Charter Communitcations	<del>REVERSED 32151 Hunsaker Way</del>	<del>08/05/23</del>	<del>107.32</del>	<del>DFT0002249</del>	<del>107.32</del>
	32151 Hunsaker - 7/18 thru 8/12/23	08/05/23	107.32	DFT0002284	107.32
	Internet: Collections 8/13/23 - 9/12/23	08/25/23	117.97	109058	117.97
	Internet: August 2023 - Dist. Office & Station 51	08/26/23	252.03	DFT0002342	252.03
	32151 Hunsaker Way - 08/13 thru 09/12/23	08/30/23	127.97	DFT0002349	127.97
Christopher Ehe	Project 136	08/11/23	1,325.00	109020	1,325.00
Citibank, N.A.	Home Depot July 2023	08/23/23	938.63	DFT0002359	938.63
	Back-up battery, AA Batteries, White Out, Pens	08/24/23	125.54	DFT0002354	125.54
Clinical Laboratory of San Bernardino	Water Samples - June 2023	08/11/23	907.00	109021	1,081.00
	Treatment Samples - June 2023	08/11/23	174.00	109021	
Cole-Parmer	Lab Analysis Filterability Papers	08/16/23	949.12	109037	949.12
Compressed Air Specialties, Inc.	Repair Service: Bauer BP-13	08/25/23	620.00	109059	620.00
ConFire JPA	Radio/Pager Pass - July-September 2023	08/04/23	11,589.17	109000	11,589.17
County of San Bernardino	Dump Fees	08/25/23	17.58	109060	17.58
Crestline-Lake Arrowhead Water Agency	Purchased Water July 2023 - Nob Hill	08/11/23	14.20	109022	5,826.15
	Purchased Water July 2023 - Forest-2"T	08/11/23	5,811.95	109022	
Cypress Ancillary Benefits	Insurance Premiums - July 223	08/11/23	903.02	109023	1,834.36
	Dental Premiums September 2023	08/11/23	931.34	109023	
DATA FACTS	Fire Dept. Background Check x2	08/11/23	153.88	109024	153.88
Dixi Willemse	Reimbursement Claim - August 2023	08/04/23	255.50	109001	1,730.26
	Reimbursement Claim - July 2023	08/04/23	1,474.76	109001	
	Reimbursement Claim - August 2023	08/11/23	54.31	109025	54.31
	Reimbursement Claim	08/25/23	256.60	109061	256.60
Douglass Truck Bodies	Utility Bed w/ Crane	08/23/23	33,377.94	DFT0002358	33,377.94
EideBailly	<del>REVERSED Consulting Services - July 2023</del>	<del>08/24/23</del>	<del>3,900.00</del>	<del>DFT0002355</del>	<del>3,900.00</del>
	Consulting Services - July 2023	08/28/23	3,990.00	DFT0002385	3,990.00
Fairview Ford Sales, INC	Recall & Repair - C3600	08/04/23	899.94	109002	899.94
Fire Fighters Association	FFAD Dues August 2023	08/25/23	780.00	109062	780.00
Frontier Communications	Telephone - Booster, Treatment Plant, LS's	08/25/23	1,494.70	109063	1,494.70
Global Payments Integrated	July over the counter fees	08/02/23	322.66	DFT0002340	322.66
	July over thecounter fees	08/02/23	3,986.80	DFT0002341	3,986.80
HD Supply Facilities Maintenance LTD	Flag: 15" Wire Staff; Green 2.5" X 3.5"; 100pack	08/11/23	98.02	109026	98.02
	Lab Analysis TSS Papers	08/16/23	669.86	109038	669.86
Houston & Harris PCS, Inc.	Hydro-Wash Sewer Line - GVL	08/25/23	2,792.00	109064	2,792.00
INFOSEND	Statement Data Processing - July 2023	08/11/23	2,724.81	109027	2,724.81
Inland Desert Security & Communications	June 2023 Usage Period	08/18/23	175.00	109048	340.00
	July 2023 Usage Period	08/18/23	165.00	109048	
	MAY 2023 USAGE PERIOD	08/25/23	179.00	109065	179.00
Inland Water Works Supply Company	4X3 MJXFLG Reducer Bid Seq #60	08/11/23	142.20	109028	1,208.93
	Misc. Parts and Supplies	08/11/23	1,066.73	109028	
	Full Circle Clamp, CL1-7.46X7 6X7	08/25/23	220.62	109066	220.62
Linda Mayfield	eimbursement Claim - August 2023	08/04/23	477.00	109003	477.00
	August Reimbursement Claim	08/18/23	434.00	109049	434.00

Vendor Name	Description	Date	Invoice Amount	Check Number	Check Amount
Liquinox	Bioxide 2,500 gallons	08/11/23	7,703.04	109029	7,703.04
LZB Retail, Inc.	Dinning Set for Station 50	08/11/23	1,939.51	109030	1,939.51
McMaster-Carr Supply Company	Treatment Supplies: Screws and Washers	08/04/23	64.12	109004	64.12
	Treatment Misc. Supplies / Hardware	08/11/23	83.34	109031	185.31
	Water resistant wheel with roller bearing, 4"X2"	08/11/23	84.10	109031	
	Treatment Supplies: Hardware	08/11/23	17.87	109031	
	Pipe supports Nordic Booster	08/25/23	659.93	109067	809.45
	Misc. Hardware	08/25/23	78.83	109067	
	Misc. Hardware & Supplies	08/25/23	70.69	109067	
Mike Scotti	Reimbursement for ST6220A - Scotti	08/16/23	689.60	109039	689.60
MMBR	MPE 50 Polymer	08/16/23	2,936.40	109040	73,269.14
	MBR 1 lower modules	08/16/23	70,332.74	109040	
Nationwide	Employee Contributions PPE 08/07/2023	08/11/23	1,770.00	DFT0002319	1,770.00
	Employee Contributions PPE 08/21/23	08/25/23	1,770.00	DFT0002348	1,770.00
Nestle Waters North America	August 2023 Monthly Invoice - Water	08/28/23	95.49	DFT0002380	95.49
One Stop Landscape Supply	Solids Handling	08/04/23	3,494.40	109005	3,494.40
Paychex of New York	Flex Time - August 2023	08/20/23	309.40	DFT0002353	309.40
	<del>REVERSED - Paychex time &amp; Attendance Services</del>	<del>08/25/23</del>	<del>309.40</del>	<del>DFT0002356</del>	<del>309.40</del>
Principal Life Insurance Company	Vision Insurance - September 2023	08/21/23	145.86	DFT0002384	145.86
Quadient Leasing USA, Inc.	Postage	08/25/23	39.00	109068	39.00
Quevedo Landscaping	Annual weed abatement - 2023	08/25/23	1,500.00	109069	1,500.00
Ram Software Systems, Inc	EMS online software	08/01/23	257.50	DFT0002282	257.50
Reliance Standard Life Insurance Company	Life Insurance and AD&D - September 2023	08/25/23	1,799.97	109070	1,799.97
Rim Forest Lumber and Hardware	July 2023 Statement	08/04/23	8.14	109006	8.14
Rio Hondo Community College District	Engine Boss Course - S-231	08/11/23	909.00	109032	3,538.00
	Crew Boss Course - S-230	08/11/23	630.00	109032	
	Advanced Fire Course	08/11/23	875.00	109032	
	Advanced fire Course	08/11/23	707.00	109032	
	Strike Team Leader Course AH-330	08/11/23	417.00	109032	
Robert Aberg	Reimbursment Claim	08/11/23	332.45	109033	332.45
Rocio Silva	Janitorial Services - July 2023	08/11/23	485.00	109034	485.00
Rogers Anderson Malody & Scott LLP	Monthly Invoice - July 2023	08/18/23	1,785.00	109050	1,785.00
Running Springs Professional Firefighters	RSPF Dues August 2023	08/25/23	300.00	109071	300.00
San Bernardino County Fire Protection District	CUPA Permits District Office	08/25/23	1,227.00	109072	1,227.00
South Coast Air Quality Management District	ICE EM GEN-DIESEL: Fredalba	08/11/23	2,313.38	109035	2,473.73
	Flat Fee FY 23-24: Fredalba	08/11/23	160.35	109035	
	I C E EM GEN - Diesel	08/25/23	504.91	109073	1,995.78
	I C E EM Gen-Diesel	08/25/23	504.91	109073	
	Flat Fee for FY Emissions	08/25/23	160.35	109073	
	Flat Fee for FY Emissions	08/25/23	160.35	109073	
	Flat Fee for FY Emissions	08/25/23	160.35	109073	
	I C E EM GEN - Diesel	08/25/23	504.91	109073	
Southern California Edison Company	31172 All View LWR July 2023	08/04/23	1,872.20	DFT0002256	1,872.20
	31172 All View Dr. July 2023	08/04/23	2,880.46	DFT0002257	2,880.46
	31085 Outer HWY 18 July 2023	08/04/23	160.44	DFT0002258	160.44
	LS5 Alder Ct - July 2023	08/04/23	772.03	DFT0002259	772.03
	31050 Hilltop July 2023	08/04/23	1,451.15	DFT0002260	1,451.15
	Owl Rock July 2023	08/04/23	1,247.42	DFT0002261	1,247.42
	30550 Fredalba July 2023	08/04/23	110.12	DFT0002262	110.12
	LS4 July 2023	08/04/23	278.32	DFT0002264	278.32

Vendor Name	Description	Date	Invoice Amount	Check Number	Check Amount
Southern California Edison Company	30311 Leprechaun - July 2023	08/05/23	19.73	DFT0002255	19.73
	31242 HWY 18 - July 2023	08/05/23	3,509.76	DFT0002263	3,509.76
	31242 Hilltop July 2023	08/05/23	1,020.66	DFT0002265	1,020.66
	30904 Nob Hill July 2023	08/05/23	274.95	DFT0002266	274.95
	30929 Old City Creek July 2023	08/05/23	16.96	DFT0002267	16.96
	1942 Poplar Dr. Rear - July 2023	08/05/23	2,678.65	DFT0002268	2,678.65
	312140 OCC - July 2023	08/05/23	902.74	DFT0002269	902.74
	LS7 - Skyline / July 2023	08/05/23	403.25	DFT0002379	403.25
	Collections-2536 Hunsaker: June 2023	08/06/23	120.07	DFT0002279	120.07
	31696 Valley View - July 2023	08/06/23	544.45	DFT0002286	544.45
	3320 Tackaberry - July 2023	08/06/23	72.95	DFT0002287	72.95
	LS2-Canon - July 2023	08/06/23	802.13	DFT0002288	802.13
	32555 Thor - July 2023	08/06/23	155.46	DFT0002289	155.46
	32149 West - July 2023	08/06/23	148.08	DFT0002290	148.08
	151 Hunsaker - July 2023	08/06/23	559.70	DFT0002291	559.70
	RSWD Collection - July 2023	08/06/23	202.55	DFT0002292	202.55
	LS3-Parkland - July 2023	08/06/23	130.26	DFT0002293	130.26
	LS1-Hunsaker - July 2023	08/06/23	677.74	DFT0002294	677.74
	40 Sidewinder - Sep. 22 - July 2023	08/07/23	3,142.30	DFT0002270	3,142.30
	WWTP Fredalba - July 2023	08/10/23	15,843.38	DFT0002283	15,843.38
	Seymour - July 2023	08/10/23	212.17	DFT0002285	212.17
	GVL - July 2023	08/10/23	2,499.34	DFT0002378	2,499.34
	TR 7568 Lot 43 - July 2023	08/11/23	15.95	DFT0002295	15.95
Southern California Emergency Medicine	New Employee Physical - Cole, Fox, Martinez	08/25/23	165.00	109074	219.00
	Pre-Employment Physical	08/25/23	54.00	109074	
Southern California Gas Company	Gas Usage Station 51: July 2023	08/19/23	87.76	DFT0002296	87.76
	Gas Usage: Hunsaker July 2023	08/20/23	44.34	DFT0002297	44.34
	1950 Poplar: 07-05 thru 08-03-2023	08/24/23	14.30	DFT0002324	14.30
	07/05 -08/03/2023 31246 Hilltop	08/24/23	46.38	DFT0002325	46.38
	07/05 - 08/03/2023 31250 Hilltop	08/24/23	76.77	DFT0002326	76.77
Superior Automotive Warehouse	y 2023 RSWD Statement	08/04/23	361.89	109007	1,054.32
	July 2023 Statement - Fire	08/04/23	692.43	109007	
SYNAGRO Technologies	BIOSOLIDS TO LIBERTY COMPOST	08/11/23	261.20	109036	261.20
Terminix International Company LP	Pest Control: 437110718 / 437101156	08/21/23	167.00	DFT0002386	167.00
TKE Engineering Inc.	TKE - May 2023	08/25/23	9,337.50	109075	9,337.50
Trevor Miller	Reimbursement Claim August 2023	08/18/23	1,023.14	109051	1,023.14
Tyler Citro	Reimbursement for ST6220A - Citro	08/16/23	290.40	109041	290.40
Uline	Station 50 Supplies	08/16/23	105.62	109042	105.62
Underground Service Alert of Southern Californi	New Tickets and Maintenance August 2023	08/04/23	87.00	109009	87.00
Valic	Employee Contributions PPE 08/07/2023	08/09/23	1,840.54	DFT0002320	1,840.54
	Employee Contributions PPE 08/21/23	08/23/23	1,824.90	DFT0002347	1,824.90
Verizon Wireless Services LLC	July 2023 Invoice	08/17/23	581.11	DFT0002381	581.11
Village Hardware	Misc. parts and supplies- 07/13/23 thru 07/03/2	08/25/23	412.81	109076	412.81
Visa	VISA-Grzywa June 2023	08/09/23	2,550.85	DFT0002317	2,550.85
	Miller: misc. parts and supplies, Uniform, memb	08/23/23	2,448.83	DFT0002360	2,448.83
	08/04/2023 Statement	08/23/23	1,576.57	DFT0002361	1,576.57
	08/01/23 Statement	08/23/23	943.66	DFT0002362	943.66
	08/01/2023 Statement	08/23/23	33.40	DFT0002363	33.40
	08/01/2023 - Statement	08/23/23	979.19	DFT0002364	979.19
W.W. Grainger, Inc	Quick connect nozzels & couplers	08/25/23	84.22	109077	84.22

Vendor Name	Description	Date	Invoice Amount	Check Number	Check Amount
WELL TEC SERVICES, INC.	Pump Services: Brush and Bail	08/25/23	2,500.00	109078	2,500.00

**Totals**

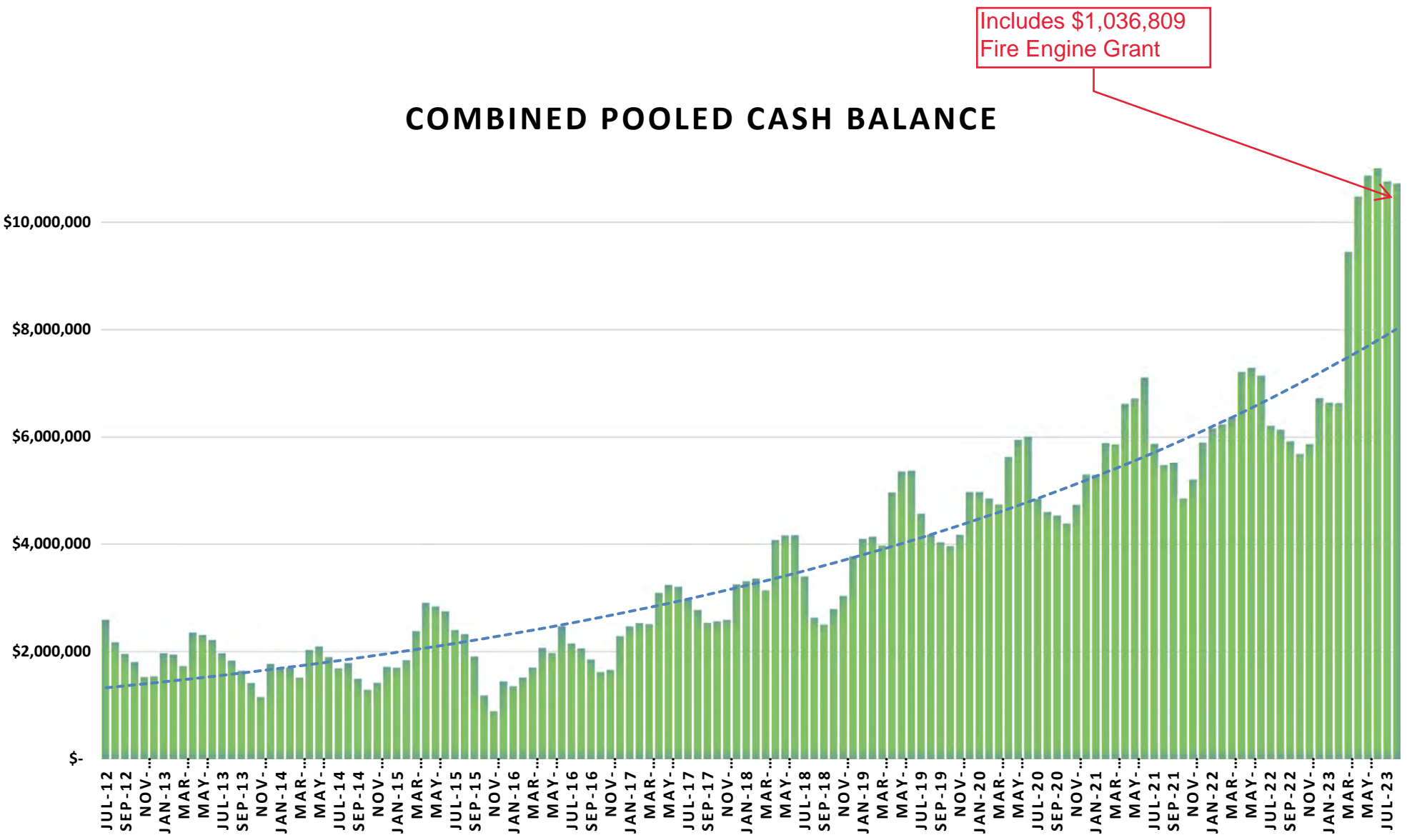
Payment Type	Payable Count	Payment Count	Payment
Regular Checks	118	79	180,132.74
Manual Checks	0	0	0.00
Voided Checks	0	1	-73,269.14
Bank Drafts	78	85	186,487.90
EFT's	0	0	0.00
<b>Totals</b>	<b>196</b>	<b>165</b>	<b>293,351.50</b>

Includes \$1,036,809  
Fire Engine Grant

<b>Fund Balances as of August 31, 2023</b>	
<b>Fire &amp; Ambulance Department</b>	
Fire & Ambulance Department Operating Fund	2,273,877
<b>Recommended Operating Fund Target (6 Months Operating Expenses)</b>	<b>1,630,000</b>
<b>Fire &amp; Ambulance Department Operating Fund, Above or (Below) Target</b>	<b>643,877</b>
<b>Wastewater Division</b>	
Wastewater Capital Improvement Project Reserve	2,225,416
Wastewater System Connection & Capacity Charges	28,117
CWSRF Loan Agreement 14-813 Debt Reserve (Restricted for SLS 1-3 Debt Service)	171,537
Wastewater Operating Reserve Fund	734,000
<b>Recommended Operating Reserve Fund Target (4 Months Operating Expenses)</b>	<b>734,000</b>
<b>Wastewater Operating Reserve, Fully Funded or (Below Target)</b>	<b>Fully Funded</b>
<b>Green Valley Lake (GVL) Wastewater Division</b>	
Wastewater Capital Improvement Project Reserve	2,146,522
Wastewater System Connection & Capacity Charges	-
Wastewater Operating Reserve Fund	350,000
<b>Recommended Operating Reserve Fund Target (4 Months Operating Expenses)</b>	<b>350,000</b>
<b>GVL Wastewater Operating Reserve, Fully Funded or (Below Target)</b>	<b>Fully Funded</b>
<b>Water Division</b>	
Water Capital Improvement Project Reserve	1,908,845
Water System Connection & Capacity Charges	140,658
Water Infrastructure R&R Reserve (MFC & AMR SRF Debt Reserve)	89,334
Water Operating Reserve	581,000
<b>Recommended Operating Reserve Fund Target (4 Months Operating Expenses)</b>	<b>581,000</b>
<b>Water Operating Reserve, Fully Funded or (Below Target)</b>	<b>Fully Funded</b>
<b>Assessment Districts Restricted Funds</b>	
Water Assessment District No. 10 Construction Funds	26,421
Water Assessment District No. 10 O&M	37,153
<b>Subtotal Assessment Districts</b>	<b>63,574</b>
<b>Total District Designated &amp; Operating Reserve Funds</b>	<b>10,649,307</b>
<b>Assessment District Funds</b>	<b>63,574</b>
<b>Combined Pooled Cash</b>	<b>10,712,881</b>
<b>Checking Account (General)</b>	<b>662,689</b>
<b>LAIF - Investment</b>	<b>3,611,154</b>
<b>MBS Investments (Laddered CDs &amp; US Treasury Bills)</b>	<b>6,433,044</b>
<b>York Insurance Deposit / Sedgwick</b>	<b>4,994</b>
<b>Petty Cash</b>	<b>1,000</b>
<b>Combined Pooled Cash</b>	<b>10,712,881</b>

Includes \$1,036,809  
Fire Engine Grant

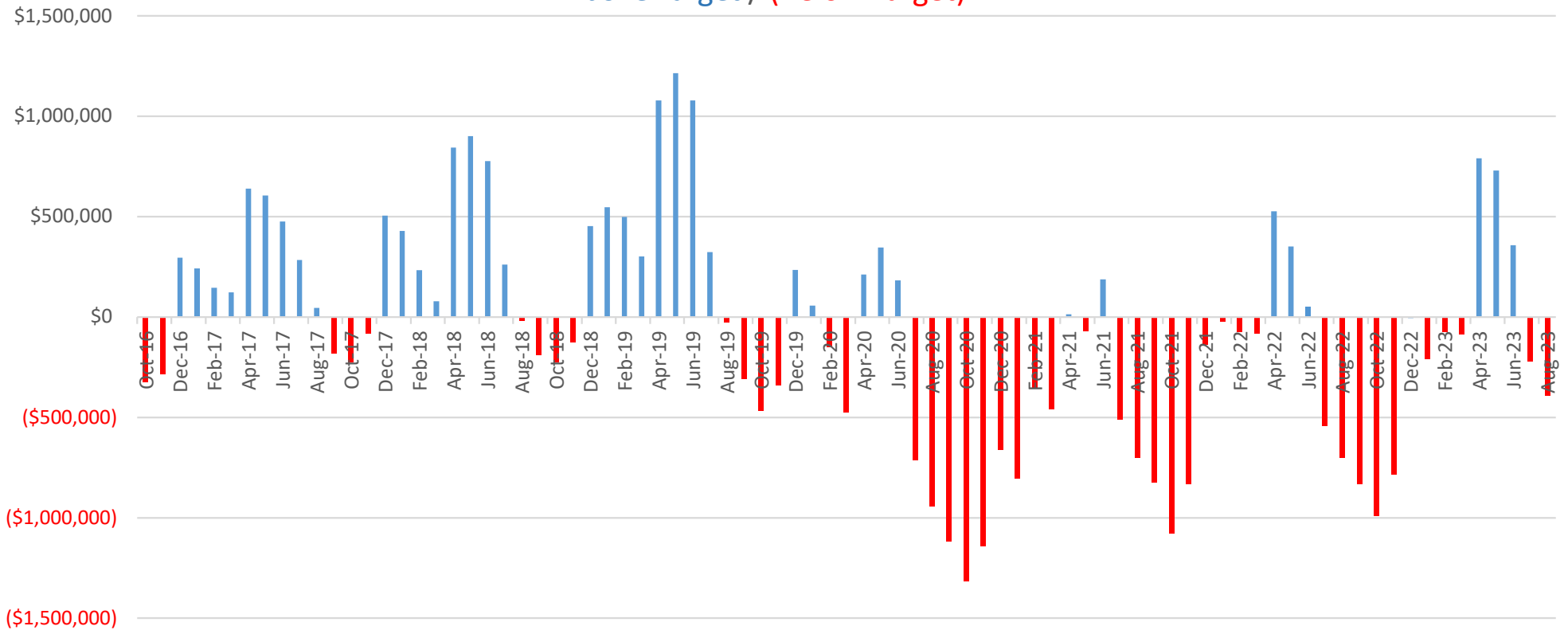
### COMBINED POOLED CASH BALANCE





**Fire Department Operating Reserve Policy Target is 6 Months of Budgeted Operating Expenses or \$1,630,000**

Above Target / (Below Target)



**RUNNING SPRINGS WATER DISTRICT**

**MEMORANDUM**

**DATE:** September 20, 2023

**TO:** Board of Directors

**FROM:** Ryan Gross, General Manager

**SUBJECT: PUBLIC HEARING TO CONSIDER ALLOWING OR OVERRULING ANY OR ALL OBJECTIONS OR PROTESTS TO THE PROPOSED REMOVAL OF WEEDS AND/OR WASTES WHEREUPON THE BOARD OF DIRECTORS SHALL ACQUIRE JURISDICTION TO PROCEED AND PERFORM THE WORK OF REMOVING THE PUBLIC NUISANCE**

**RECOMMENDED BOARD ACTION**

It is recommended that the Board of Directors consider allowing or overruling any or all objections or protests to the proposed removal of weeds and/or wastes that have been declared a public nuisance, whereupon the Board of Directors shall acquire jurisdiction to proceed and perform the work of removing the public nuisance using the lowest bidder.

**REASON FOR RECOMMENDATION**

This is the next step in the process of the Running Springs Fire Department’s Hazard Abatement Program.

**BACKGROUND**

On July 19, 2023 the Board of Directors adopted Resolution 10-23 which effectively accomplished three things: (1) it declared that the properties listed in Exhibit A of the resolution constitute a public nuisance; (2) directed the Fire Inspector or his authorized representative to provide notice to the owners of the properties of a public hearing to be conducted on September 20, 2023 at 9:00 a.m., and; (3) that the Board of Directors shall hear and consider all objections or protests to the proposed removal of weeds and/or waste.

Prior to that on June 20, 2012 the Running Springs Water District (District) Board of Directors adopted Ordinance No. 38, amending Ordinance No. 37 and establishing procedures and fees for providing notice to abate weeds and fire hazard waste upon real property. Ordinance No. 36 was adopted on March 16, 2011, adopting procedures for abatement of hazardous weed and/or waste.

Running Springs Fire Department staff has inspected the properties listed in Exhibit A of Resolution 10-23 and found that those properties at the time of inspection materially hamper or interfere with the prevention or suppression of fire upon the property or adjacent properties or endanger the public safety by creating a fire hazard and therefore constitute a public nuisance.

**FISCAL INFORMATION**

None at this time.

**ATTACHMENTS**

None

**RUNNING SPRINGS WATER DISTRICT**

**MEMORANDUM**

**DATE:** September 20, 2023

**TO:** Board of Directors

**FROM:** Ryan Gross, General Manager

**SUBJECT:** **CONSIDER AUTHORIZING CONTINUED PARTICIPATION IN THE VOLUNTARY RATE RANGE PROGRAM (VRRP) INTERGOVERNMENTAL TRANSFER (IGT) PROGRAM - FEDERAL MATCHING FUNDS FOR EMERGENCY MEDICAL TRANSPORT SERVICES**

**RECOMMENDED BOARD ACTION**

Consider authorizing the Fire Chief and/or General Manager to execute agreements to allow the Running Springs Fire Department to continue to participate in the Voluntary Rate Range Program (VRRP) Intergovernmental Transfer (IGT) program with the California Department of Health Care Services (DHCS) to increase reimbursements for emergency medical ambulance transport services provided to Molina Healthcare of California and Inland Empire Health Plan (IEHP) members. Refer to email correspondence in Attachment 1.

**REASON FOR RECOMMENDATION**

To increase reimbursement to the Running Springs Fire Department for services provided to Medi-Cal Managed Care Health Plan Members. This IGT program will allow the Fire Department to access funding which will offset the loss in cost recovery under the Medi-Cal Managed Care Programs as a result of significantly reduced regular reimbursement rates.

**BACKGROUND INFORMATION**

Since 2006, the DHCS has offered public healthcare providers the opportunity to participate in a program that increases reimbursement for services provided to Medi-Cal managed care plan members. The DHCS program, called a voluntary rate range IGT program (Welfare and Institutions Code §§ 14164, 14301.4) provides a way for Medi-Cal Managed Care Health Plan Providers to gain access to federal matching funds for Medi-Cal reimbursements. Recently this program has been expanded to include public Emergency Medical Service (EMS) providers, like the Running Springs Fire Department, who provides health care services to Medi-Cal managed care enrollees making them eligible to receive increased reimbursements from Medi-Cal Managed Care Health Plan Providers.

Under the IGT program, counties and other political subdivisions or governmental entities in the State may elect to transfer funds to the State in support of the Medi-Cal program. These funds are used as a match for federal funds, which are eventually returned to the EMS providers through their respective Medi-Cal Managed Care Health Plan Providers. In San Bernardino County, the Medi-Cal Managed Care Health Plan Providers Inland Empire Health Plan (IEHP) and Molina Healthcare of California Partner Plan, Inc. (Molina). Both IEHP and Molina have agreed this year to participate in the IGT program along with its regional partners, including the Running Springs Fire Department.

The IGT program requires the transfer of eligible local dollars from the Running Springs Fire Department to the DHCS. DHCS in turn uses transferred funds from local governments to increase the monthly capitation rates it paid Medi-Cal Managed Care Health Plan Providers in the prior fiscal year, thus allowing DHCS to receive additional federal funding from the Centers for Medicare and Medicaid Services (CMS) for payment to the Medi-Cal Managed Care Health Plan Providers. The Medi-Cal Managed Care Health Plan Providers then pay most of their IGT funded rate increases to the local governments that transferred the funds. Ultimately, each local government participant receives back the funding it provided, plus the federal match in return.

The following is a summary of the IGT process and approximate transfer amounts for the Running Springs Fire Department, based upon current information from the State DHCS:

State DHCS Rate Increase Contract: Based on the participating agencies' signed contracts to transfer funds to DHCS, the state will contact Molina and IEHP to increase their per member, per month capitation rates. The Plan's rate will be increased to the highest actuarially sound rate.

Transfer from the Department to the State: Once the CMS has approved the entire IGT transaction and the Plan rate contracts have been signed by DHCS and the Medi-Cal Managed Care Health Plans throughout the State, DHCS will submit a request to participating agencies to transfer funds to the State. With the Running Springs Water District Board approval, the Fire Department will transfer approximately \$138,138 to DHCS. This amount includes 20% to DHCS as authorized in Welfare and Institutions Code Section 14301.4, to cover the administrative costs (assessment fee) of operating the IGT program. If the State is unable to use all of the transferred funds to increase Plan rates, it will return any used funds and the associated 20% administrative fee. **Final amounts to be determined by DHCS in the coming weeks.**

Payment to the Fire Department: After receipt of the IGT funds as well as the assessment fee, the State will draw down federal funds from CMS. Upon receipt of the District funds as well as the new federal match, DHCS will increase IEHP's and Molina's rate payments. Upon the receipt of the increased payments IEHP's and Molina will increase payments made to local health providers who provide service to their Medi-Cal plan beneficiaries. Running Springs Fire Department should receive approximately \$203,700, which is comprised of the original contribution of \$138,138 and the federal matched funds in the amount of \$138,138 less the 20% or \$27,628 prepaid administrative fee. The

resulting net revenue received by the Fire Department will be approximately \$138,138. **Final amounts to be determined by DHCS in the coming weeks.**

The rate range IGT will be implemented through execution of three contracts; one with the DHCS, one with IEHP and one with Molina. These documents spell out the obligations of each entity in regard to the transfer of local government funds, the use of funds by DHCS, the payment of funds to IEHP and Molina, and the treatment of payments by IEHP and Molina. Before any funds are transferred, all the contracts must be signed by the participating agencies and the Plan rate increases must be approved by the federal government. The specific contract documents are being finalized by DHCS.

### FISCAL INFORMATION

IEHP Estimated Non-Federal Share*	\$129,338
Molina Estimated Non-Federal Share*	\$8,800
RSFD Transfer to DHCS	\$138,138
DHCS Assessment Fee (20%)	\$27,628
<b>Total RSFD Transfer to DHCS</b>	<b>\$165,766</b>
Amount Returned to RSFD	\$303,904
<b>Net Additional Funds to RSFD</b>	<b>\$138,138</b>

\* **Final amounts to be determined by DHCS in the coming weeks.**

The following table lists the net additional funding the Fire Department has received from this program:

Fiscal Year Ending	VRRP IGT Program Revenue
2023	\$156,569
2022	\$133,516
2021	\$234,992
2020	\$239,889
2019	\$129,033
2018	\$77,649
<b>Total</b>	<b>\$971,648</b>

### ATTACHMENTS

Attachment 1 – Email Correspondence

## Ryan Gross

---

**From:** Hong Lien <Lien-H@iehp.org>  
**Sent:** Friday, August 25, 2023 8:50 PM  
**To:** Dixi Willemse  
**Cc:** Andy Grzywa; Ryan Gross; Leona Liu  
**Subject:** Calendar Year 2022 Voluntary Rate Range Program  
**Attachments:** CY 2022 Voluntary Rate Range Program - Inland Empire.pdf; CY 2022 Att B-Voluntary Rate Range Program.xlsx

Happy Friday,

IEHP would like to invite you to participate in the Calendar Year 2022 Voluntary Rate Range Program. Attached is the letter IEHP received from DHCS describing the IGT process this year.

IEHP is required to submit a proposal to DHCS by Friday, September 8, 2023. If you would like to participate in the program, we would need to receive your proposal, "Letter of Interest" and "Rating Period Calendar 2022 Voluntary Rate Range Program Supplemental Attachment" document (or "Attachment B"), **no later than Monday, September 4, 2023 (both documents are attached to this email). Attachment B is optional if the information was previously provided.** Please note that late submissions may result in denied participation.

Due to the preliminary CY 2022 Total Funds Available, **your non-federal share contribution amount is \$129,338.**

This amount may increase or decrease depending on the final rate range funding that is available as determined by DHCS.

If you have any questions, please email or contact us.

Sincerely,

### Hong Lien, CPA

**Director, Financial Reporting & Analysis**

Financial Reporting & Analysis

#### Inland Empire Health Plan

10801 Sixth St.

Rancho Cucamonga, CA 91730

(909) 296-3603 (Office)

(951) 233-7758 (Cell)

[Lien-H@iehp.org](mailto:Lien-H@iehp.org)



*We heal and inspire the human spirit.*



## Ryan Gross

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**From:** De Vivo, Francesca <Francesca.DeVivo@MolinaHealthCare.Com>  
**Sent:** Thursday, August 31, 2023 8:17 AM  
**To:** Ryan Gross; Dixi Willemse; Andy Grzywa  
**Cc:** Park, Amy; Fetsch, John  
**Subject:** Calendar Year (CY) 2022 Voluntary Rate Range Program – Molina HealthCare  
**Attachments:** Letter of Interest\_Sample.docx; CY 2022 Att B-Voluntary Rate Range Program.xlsx

**Importance:** High

Good morning,

CY2002 RR IGT pool allows for Running Springs Water District DbA Running Springs Fire Dept to contribute the funding amount of \$8,800.00 - Please provide us the Letter of Interest and Attachment B (Supplemental Attachment) no later than Wednesday, September 6<sup>th</sup>.

Thank you so much for being patient and partnering with Molina

Francesca De Vivo



**RUNNING SPRINGS WATER DISTRICT**

**MEMORANDUM**

**DATE:** September 20, 2023  
**TO:** Board of Directors  
**FROM:** Ryan Gross, General Manager  
**SUBJECT:** CONSIDER APPROVING LEASE AGREEMENT FOR DOG PARK AND FINDING PROJECT CATEGORICALLY EXEMPT PURSUANT TO CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES SECTIONS 15301, 15303 AND 15331

**RECOMMENDED BOARD ACTION**

It is recommended that the Board of Directors consider:

1. Approving a lease agreement with Rim of the World Recreation and Park District for a Dog Park on a portion of the District’s downtown property;
2. Authorize the General Manager to execute the lease agreement and;
3. Find the Project Categorically Exempt Pursuant to CEQA Guidelines Sections 15301, 15303 and 15331.

**BACKGROUND**

The Rim of the World Recreation and Park District has discussed the proposed dog park concept with the Running Springs Water District Board of Directors at two previous meetings. The following shows the lease area:



## **ENVIRONMENTAL IMPACT**

The proposed lease agreement has been analyzed pursuant to the California Environmental Quality Act (CEQA), and staff has determined the approval of the lease agreement is categorically exempt pursuant to CEQA Guidelines section 15301, which consists of the “minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use.” Here, the proposed dog park is located on a site that currently has a county library facility, a tot lot, basketball court and undeveloped park area. Thus, the dog park will be in an existing park space with active recreation without altering or expanding the existing use.

The proposed lease agreement is also exempt under CEQA Guidelines section 15303 (Class 3 – Construction, Installation or Conversion of Small Structures, Facilities, or Equipment). CEQA Guidelines section 15303 exempts from environmental review “construction of and location of limited numbers of new, small facilities or structures” such as “[a]ccessory (appurtenant) structures including . . . fences.” Here, the lease agreement will permit the development and construction of a community canine park on an approximately 22,000 square feet of undeveloped park area, including the installation of fencing, bridges, landscaping, irrigation, lighting, and signs. These limited and minor improvements to the project site therefore qualify for a categorical exemption under CEQA Guidelines Section 15303.

The proposed lease agreement is also categorically exempt under CEQA Guidelines section 15332 (Class 32 – infill development), because it: (i) is consistent with the applicable general plan policies, as well as with any applicable zoning designation and regulations; (ii) is located within city limits, on a project site of no more than five acres, and substantially surrounded by urban uses; (iii) the site has no value as a habitat for endangered, rare, or threatened species; (iv) will not result in any significant impacts relating to traffic, noise, air quality, or water quality; and (v) the site will be adequately served by required utilities and public services. Moreover, none of the exceptions to the categorical exemptions set forth in State CEQA Guidelines section 15300.2 apply.

## **ATTACHMENTS**

Attachment 1 – Draft Lease Agreement

**RUNNING SPRINGS WATER DISTRICT**  
**LEASE AGREEMENT FOR CANINE PARK**

This Lease Agreement (“Lease”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 by and between the Running Springs Water District, a California public agency (“RSWD” or “Lessor”) and the Rim of the World Recreation and Park District, a California public agency (“ROWRPD” or “Lessee”). Lessor and Lessee are sometimes collectively referred to herein as the “Parties.”

**RECITALS**

Lessor is the owner of certain real property located on Hunsaker Drive, Running Springs, California, as more particularly described in Exhibit “A” attached hereto and incorporated by reference herein (the “Property”). The Property is presently utilized as the site of a county library facility, a tot lot, basketball court and an undeveloped park area.

Lessor desires to lease to Lessee and Lessee desires to lease from Lessor a portion of the Property to be used as a community canine park (the “Premises”) as described in Exhibit “A-1 and A-2”, which is attached hereto and incorporated herein by this reference.

**AGREEMENT**

1. Premises Lease. Lessor hereby leases to the Lessee and Lessee leases from Lessor, on the terms and conditions set forth in this Lease, the Premises, which consists of approximately 9,000 square feet located at 2677 Whispering Pines Drive, Running Springs, California.

2. Term. The term of this Lease shall be for twenty (20) years commencing on \_\_\_\_\_, 2023 and ending on \_\_\_\_\_, 2033 (the “Term”); provided, however, that either party may terminate this Lease upon 180 calendar days written notice to the other, with or without cause.

3. Extension of Lease Term. Lessee may extend the term of this Lease for two (2) additional five (5) year terms by providing Lessor with written notice of Lessee’s intention to extend the term of the lease at least ninety (90) calendar days prior to the expiration of the then current lease term.

4. Lease Payment. The Premises shall be leased to ROWRPD for the sum of One Dollar (\$1.00) per year, payable in advance on September 15 of each year of the term.

5. Permitted Use. The Premises shall be developed, maintained and used as a community canine (dog) park (the “Permitted Use”). No other use of the Premises shall be permitted. Lessee shall obtain and maintain any and all permits and licenses required by any federal, state, or local authority in connection with the permitted use of the Premises, in good standing at all times during the term of this Lease. Lessee shall not use, occupy or permit any portion of the Premises to be used or occupied in violation of any law, ordinance, order, rule, regulation, certificate of occupancy, or other governmental requirement.

6. “AS-IS” Condition. LESSEE REPRESENTS THAT IT HAS MADE ANY AND ALL INVESTIGATIONS NECESSARY TO SATISFY LESSEE THAT THE PREMISES ARE SUITABLE FOR ITS INTENDED USE. LESSOR AND LESSEE ACKNOWLEDGE AND AGREE THAT LESSOR MAKES NO WARRANTY OR REPRESENTATION CONCERNING THE CONDITION OF THE PREMISES AND THAT LESSOR DELIVERS THE PREMISES TO LESSEE IN AN “AS-IS”, “WHERE-IS” CONDITION. LESSEE SHALL BE RESPONSIBLE FOR THE COST OF ANY COMPLIANCE WITH ANY APPLICABLE LAW OR REGULATION.

7. Construction and Improvements. Lessee shall be solely responsible for the development, construction and maintenance of the Premises, at its sole cost and expense and shall not be entitled to reimbursement of any kind from Lessor. The development, construction and maintenance of the Premises shall include any and all installation of fencing, bridges, any and all landscaping, irrigation, lighting, signs, and any other improvements incidental to the use of the Premises as a community canine (dog) park. Lessee shall not use or permit the Premises or any part of it to be used, for any other purpose without the prior written approval of Lessor.

8. Taxes and Assessments. Lessee shall pay all taxes and assessments, including, without limitation, real estate, personal property, and possessory interest taxes, and any and all utility, city, or county assessments, for any purpose, assessed, levied, confirmed, or imposed during the Term.

9. Utilities. Lessee acknowledges that the Premises does not presently have any utility services. If Lessee desires utilities at the Premises, Lessee shall procure, or cause to be procured, without cost to Lessor, but only upon the prior written consent of Lessor, any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation and maintenance on the Premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any utilities to the Premises. Lessee shall pay the suppliers for all water, gas, electricity, light, telephone, power, and other utilities and communications services used by Lessee on the Premises during the Term, whether or not the services are billed directly to Lessee.

10. Ownership; Surrender. Subject to Lessor’s right to require removal or elect ownership, all improvements, alterations and utility installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. All Lessee owned improvements, alterations and utility installations shall, at the expiration or termination of this Lease, be removed from the Property and the Premises shall be restored to its current, undeveloped state.

11. Signage. Lessee may provide, at its own cost and expense, signage in a manner consistent with all applicable State and local laws, rules and regulations. The form and substance of the signage shall be subject Lessee’s sole discretion. Lessor may, in a manner consistent with all applicable State and local laws, rules and regulations, place signs on the Property advertising the availability of the Property for sale or lease.

12. Insurance. Lessee shall, as a condition precedent to execution of this Lease by Lessor, furnish to Lessor, and at all times during the existence of this Lease maintain in full force and effect, at its own cost and expense, a general comprehensive liability insurance policy,

including but not limited to coverage for premises operations, explosion and collapse hazard, underground hazard, contractual insurance, property damage, independent contractors and personal injury or death in comprehensive form, in protection of Lessor, its elected and appointed officials, officers, boards, commissions, agents and employees, protecting Lessor and all persons against liability for loss or damage for personal injury, death and property damage, occasioned by the operations of Lessee under this Agreement, with minimum liability limits of Two Million Dollars (\$2,000,000) for personal injury or death of any one person and Five Million Dollars (\$5,000,000) for personal injury or death of two or more persons in any one occurrence, and One Million Dollars (\$1,000,000) for damage to property resulting from any one occurrence. Lessor shall be named as an additional insured and such insurance shall contain a provision that a written notice of cancellation or reduction in coverage of said policy shall be delivered to Lessor at least thirty (30) calendar days in advance of the effective date thereof. The insurance policy shall contain the following endorsements: (a) naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured; and (b) the provisions of the policy will not be changed, suspended, cancelled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured thirty (30) days written notice.

13. Indemnification.

(a) Lessee shall indemnify and hold Lessor, and its elected officials, managers, directors, officers, trustees, employees, contractors, agents, representatives, successors and assigns (each a "Lessor Party"), harmless from any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), losses, liabilities, judgments, and expenses (including without limitation attorneys' fees and court costs) incurred in connection with or arising from (1) the use or occupancy of the Premises by Lessee, invitees or licensees of Lessee; (2) any activity, work, or thing done or permitted or suffered by Lessee in or about the Premises; (3) any acts, omissions, or negligence of Lessee, any person claiming under Lessee, or the employees, agents, contractors, invitees or licensees of Lessee, (4) any breach, violation, or nonperformance by Lessee, any person claiming under Lessee, or the employees, agents, contractors, invitees or licensees of Lessee of any term, covenant, or provision of this Lease or any law, ordinance, or governmental requirement of any kind; or (5) any injury or damage to the person, including death or serious injury, property, or operation of Lessee or its employees, agents, contractors, invitees or licensees of Lessee, or any other person entering upon the Premises under the express or implied invitation of Lessee. The foregoing indemnity shall not apply to the extent any liability, claim or damage is the result of Lessor's negligence or willful misconduct. If any action or proceeding is brought against Lessor, or a Lessor Party, by reason of any claim, Lessee, upon notice from Lessor, will defend the claim at Lessee's expense with counsel reasonably satisfactory to Lessor.

14. Claims or Liens. Lessee shall not suffer or permit any liens to be made or filed against the Premises by reason of labor forces, services or materials supplied (or claimed to have been supplied) to Lessee, and Lessee agrees to indemnify and hold harmless the Lessor and the Property against any such liens. If any such lien shall at any time be filed against the Property, Lessee shall, within thirty (30) calendar days after notice to Lessor of the filing thereof, cause the same to be discharged of record; provided, however, that Lessee shall have the right to contest the amount or validity, in whole or in part, of any such lien by appropriate proceedings. In the

event of such protest, Lessee shall first notify the Lessor and, if requested by the Lessor, Lessee shall promptly bond such lien in the manner authorized by law with a responsible surety company qualified to do business in the State of California. Lessee shall prosecute the contest of such proceedings with due diligence and at no cost or expense to the Lessor.

15. Assignment. Lessee shall not assign this Lease, or any interest in it or portion thereof, without the prior written consent of Lessor.

16. Events of Default. The following occurrences are “events of default”:

(a) Lessee defaults in the due and punctual payment of any amount due to Lessor hereunder, and the default continues for thirty (30) days after notice from Lessor;

(b) Lessee substantially fails to maintain the Premises;

(c) Lessee substantially breaches any of the other agreements, terms, covenants, or conditions that this Lease requires Lessee to perform, and the breach continues for a period of thirty (30) days after notice by Lessor to Lessee.

16. Remedies. In addition to any other remedies that Lessor may have under law or equity, if any one or more material events of default set forth under this Lease occurs and Lessee has not cured in the time provided for, then Lessor may, at its election, terminate this Lease.

17. Severability. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and shall not be affected, impaired or invalidated thereby.

18. Attorney’s Fees. In case either party brings an action to enforce any term or condition of this Lease, the prevailing party shall be entitled to its reasonable attorney’s fees as determined by the court, and all other costs and expenses related to such action.

19. Waiver. The waiver by either Party of the breach of any provision of this Lease shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

20. Binding on Successors. Subject to the provisions of paragraph 15, this Lease shall apply to and be binding upon the heirs, successors, executors, administrators, and assigns of the Parties hereto.

21. Captions. The various headings contained herein and the grouping of the provisions of this Lease into separate paragraphs are for the purpose of convenience only and shall not be considered in interpreting the provisions of this Lease.

22. Notices. Any and all notices which are required under the terms and conditions of this Lease or which either Lessor or Lessee desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage prepaid, return receipt requested, addressed as follows:

ROWRPD:  
P.O. Box 8  
26577 State Hwy. 18  
Rimforest, CA 92378  
Attn: General Manager

RSWD:  
P.O. Box 2206  
31242 Hilltop Blvd.  
Running Springs, CA 92382  
Attn: General Manager

Any notice so given shall be considered served on the other party three (3) calendar days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

23. Authority. Each Party to this Lease represents and warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform its obligations under the Lease. Each Party warrants that the individual who has signed this Lease has the legal power, right and authority to make and enter into this Lease and bind each respective Party.

24. Entire Agreement. This Lease, along with any exhibits and attachments attached hereto and incorporated herein by reference, constitutes the entire agreement between the Lessor and the Lessee relative to the Premises, and may only be modified by mutual consent of the Parties in writing.

25. Governing Law. This Lease shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date first written above.

LESSOR:

Running Springs Water District, a California public agency

By: \_\_\_\_\_  
Name: Ryan Gross  
Its: General Manager

LESSEE:

Rim of the World Recreation and Park District, a California public agency

By: \_\_\_\_\_  
Name:  
Its:

## EXHIBIT "A"

### Description of the Property

**General Description of Property:** All that portion of Lot A and Blocks 4 and 9, all of Tract 1847, in the County of San Bernardino, State of California, as per Plat Recorded in Book 27 of Maps, Pages 39 and 39, Records of said County, described as follows:

Commencing at the intersection of Palo Alto Way and Spring Drive, as shown on said map of Tract 1847; thence S20°04'30"W along the centerline of said Palo Alto Way, a distance of 46.07 feet; thence at right angles S69°55'30"E, 10.00 feet to the southeasterly line of said Palo Alto Way, 20.00 feet, said point being also at the beginning of a tangent curve to the northeast; thence northeasterly along said curve concave southeasterly and having a radius of 60.00 feet through a central angle of 66°41'50", a distance of 69.85 feet to the southerly line of said Spring Drive, 20.00 feet wide; thence N86°45'20"E along said southerly line of Spring Drive, a distance of 150.00 feet to the TRUE POINT OF BEGINNING; thence continuing along the southerly line of Spring Drive, a distance of 234.99 feet to the beginning of a tangent curve to the southeast; thence southeasterly along said curve concave southwesterly and having a radius of 35.00 feet, through a central angle of 103°58'40", a distance of 63.52 feet to the westerly line of Hunsaker Drive, 40.00 feet wide; thence S10°45'00"W along said westerly line of Hunsaker Drive, a distance of 298.62 feet to the beginning of a tangent curve to the southwest; thence southwesterly along said curve concave northwesterly and having a radius of 60.00 feet, through a central angle of 72°39'40", a distance of 76.09 feet to the northerly line of Whispering Pines Drive, 20.00 feet wide; thence S83°24'40"W along said northerly line of Whispering Pines Drive, a distance of 48.66 feet to the beginning of a tangent curve; thence westerly along said northerly line and along said curve concave northerly and having a radius of 100.00 feet through a central angle of 16°58'00", a distance of 29.61 feet; thence N79°37'20"W along said northerly line of Whispering Pines Drive, a distance of 279.86 feet to the beginning of a tangent curve; thence leaving said northerly line of Whispering Pines Drive, N27°07'30"E, 363.11 feet to the TRUE POINT OF BEGINNING.

Together with that portion of Park Drive vacated by Resolution of the Board of Supervisors San Bernardino County, California, which would pass by operation of law by conveyance of said property.

A certified copy of said resolution being recorded in Book 1367, Page 461, Official Records.

Together with that portion of Ranger Drive vacated by Resolution of the Board of Supervisors San Bernardino County, California, which would pass by operation of law by conveyance of said property.

A certified copy of said resolution being recorded in Book 1367, Page 461, Official Records.



EXHIBIT "A-1 and A-2"

Lease Portion of Property

# EXHIBIT "A-1"

Lease Area – Over a portion of Lot A and Block 4, Tract 1847, as recorded in Map Book 27, pages 38 through 39, of maps, in the Recorders Office of San Bernardino County, State of California.


Basis of Bearings for this Lease area are based on Record of Survey Book 120 pages 23 through 24 as recorded in the Recorders Office of San Bernardino County, State of California.

Said Lease area is more particularly described as follows:

**Commencing** at the northerly 20 foot right of way on Whispering Pines Drive as shown on said Record of Survey Book 120, Page 23; thence South 79 Degrees 24 Minutes 18 Seconds East, along the northerly right of way of Whispering Pines Drive, a distance of 186.46 feet; thence North 30 Degrees 35 Minutes 45 Seconds East a distance of 186.46 feet; thence North 11 Degrees 21 Minutes 58 Seconds East a distance of 57.55 feet to the **Point of Beginning**; thence North 11 Degrees 21 Minutes 58 Seconds East a distance of 141.16 feet to the southerly 10' foot right of way of Spring Drive; thence North 86 Degrees 58 Minutes 33 Seconds East, along the southerly right of way of Spring Drive, a distance of 115.85 feet to the beginning of a 25.00 foot tangent curve, concave to the Southwest; thence Southeasterly, along said curve, through a central angle of 103 Degrees 58 Minutes 50 Seconds an arc distance of 45.37 feet; to the Westerly 20 foot right of way of Hunsaker Drive; thence tangent to said curve, South 10 Degrees 57 Minutes 23 Seconds West, along the westerly 20 foot right of way of Hunsaker Drive, a distance of 203.42 feet; thence North 77 Degrees 39 Minutes 35 Seconds West a distance of 104.12 feet; thence North 12 Degrees 20 Minutes 25 Seconds East a distance of 55.00 feet; thence North 77 Degrees 36 Minutes 32 Seconds West a distance of 41.71 feet to the **Point of Beginning**.

Said easement is depicted by the hatched area on Exhibit "A-2" attached hereto and incorporated herein by this reference.

This legal description prepared by me or under my direction August 31, 2023

  
Bradley L. Brier, PLS 4153  
Renewal date: 6/30/2024



# EXHIBIT "A-2"

LOT A, BLOCK 4, TRACT 1847

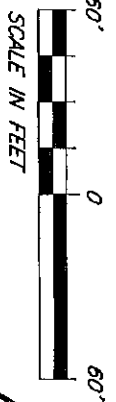
MAP BOOK 27 PAGES 38-39

N 20°18'04" E 252.31'

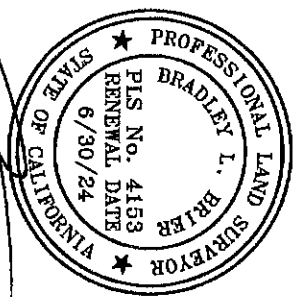
S C A L L E

PLAN: 1" = 60'

Date: AUGUST 31, 2023



BRADLEY L. BRIER, INC.  
Land Surveying  
Lake Arrowhead, CA  
(909) 337-2066



LOT A  
R.S. 120/23-24

Bradley L. Brier

N 86°58'33" E 498.80'

SPRING DRIVE

N 86°58'33" E 131.82'

NO PHYSICAL ROAD

N 86°58'33" E 115.85'

D=103°58'50"  
R=25.00'  
L=45.37'

POINT OF BEGINNING

LEASE AREA

N 30°35'45" E 364.86'

N 11°21'58" E 198.70'

141.16'

57.55'

41.71'

N 77°36'32" W

N 12°20'25" E 55.00'

N 77°39'35" W 104.12'

N 10°57'23" E 406.69'

HUNSAKER DRIVE

N 10°57'23" E 318.00'

N 79°24'18" W 186.46'

WHISPERING PINES DRIVE

N 79°24'16" W 315.13'

N 83°35'06" E 127.09'

N 79°24'36" W 89.68'

TRAVEL WAY

CONC. DECK

LIBRARY

CONC. DECK

ASPHALT PAVING

WHISPERING PINES DRIVE

**RUNNING SPRINGS WATER DISTRICT**

**MEMORANDUM**

**DATE:** September 20, 2023

**TO:** Board of Directors

**FROM:** Ryan Gross, General Manager  
Andy Grzywa, Fire Chief

**SUBJECT:** CONSIDER PARKING AREA LEASE NEAR FIRE STATION #50 AND FIND THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTIONS 15061(b)(3) AND 15301

**RECOMMENDED BOARD ACTION**

It is recommended that the Board of Directors consider:

1. Approving a lease agreement for staff vehicle parking on a portion of APN 295-227-05 located on Hunsaker Way and West Drive, Running Springs, California;
2. Authorize the General Manager to execute the lease agreement and;
3. Find the Project Categorically Exempt Pursuant to CEQA Guidelines.

**REASON FOR RECOMMENDATION**

Running Springs Fire Department staff vehicle parking is needed near Fire Station #50.

**BACKGROUND**

Running Springs Fire Department staff has been using the vacant property to the north of Fire Station #50 for decades. The property owner has asked that the District either purchase that property or lease it for \$450 per month. Staff located another area suitable for staff vehicle parking to the east of Fire Station #50 that can be utilized for \$250 per month.

**ENVIRONMENTAL IMPACT**

The proposed parking area lease is exempt from CEQA review pursuant to State CEQA Guidelines section 15061(b)(3) because “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” The lease simply formalizes the existing agreement between the Running Springs Water

District and the lessor in granting the District access to Lessor's property to be used for staff vehicle parking. No ground-disturbing construction activity will take place under this lease, and there will be no impact to the environment.

The approval of the lease is also exempt pursuant to State CEQA Guidelines section 15301 Existing Facilities (Class 1). The project is exempt from CEQA review under Class 1 because it consists of the minor alteration of existing public structures, facilities, mechanical equipment or topographical features, involving negligible or no expansion of the existing or former use. Here, the approval of the lease will not result in a change in operation or use. The lease memorializes the District's access to parking that is already in use. In addition, no change in the use of the lease area is anticipated.

Furthermore, none of the exceptions to the use of this categorical exemption identified in State CEQA Guidelines section 15300.2 apply. The project will not result in a cumulative impact from successive projects of the same type in the same place, over time. Additionally, there are no unusual circumstances surrounding the project that could result in the reasonable possibility of a significant effect on the environment. The project will not result in damage to scenic resources within an official state scenic highway, nor is the project site located on a site included on any list compiled pursuant to Government Code section 65962.5. Finally, the project will also not cause a substantial adverse change in the significance of historical resource.

## **ATTACHMENTS**

Attachment 1 – Lease Agreement

**RUNNING SPRINGS WATER DISTRICT**

**LEASE AGREEMENT FOR PARKING NEAR FIRE STATION #50**

This Lease Agreement (“Lease”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 by and between the Running Springs Water District, a California public agency (“RSWD” or “Lessee”) and Raul Garcia, an individual/sole proprietor (“Lessor”). Lessor and Lessee are sometimes collectively referred to herein as the “Parties.”

**RECITALS**

Lessor is the owner of certain real property (APN 295-227-05) located on Hunsaker Way and West Drive, Running Springs, California, as more particularly described in Exhibit “A” attached hereto and incorporated by reference herein (the “Property”).

Lessor desires to lease to Lessee and Lessee desires to lease from Lessor a portion of the Property to be used for staff vehicle parking (the “Premises”).

**AGREEMENT**

1. Premises Lease. Lessor hereby leases to the Lessee and Lessee leases from Lessor, on the terms and conditions set forth in this Lease, the Premises, which consists of approximately 1,000 square feet of the Property.

2. Term. The term of this Lease shall be for ten (10) years commencing on \_\_\_\_\_, 2023 and ending on \_\_\_\_\_, 2033 (the “Term”); provided, however, that either party may terminate this Lease upon 60 calendar days written notice to the other, with or without cause.

3. Extension of Lease Term. Lessee may extend the term of this Lease for two (2) additional five (5) year terms by providing Lessor with written notice of Lessee’s intention to extend the term of the lease at least ninety (90) calendar days prior to the expiration of the then current lease term.

4. Lease Payment. The Premises shall be leased to RSWD for the sum of Two Hundred Fifty Dollars (\$250) per month, payable in advance on the first of each month or \$3,000 paid annually for each year of the term.

5. Permitted Use. The Premises shall be maintained and used as a staff vehicle parking area (the “Permitted Use”). No other use of the Premises shall be permitted. Lessee shall obtain and maintain any and all permits and licenses required by any federal, state, or local authority in connection with the permitted use of the Premises, in good standing at all times during the term of this Lease. Lessee shall not use, occupy or permit any portion of the Premises to be used or occupied in violation of any law, ordinance, order, rule, regulation, certificate of occupancy, or other governmental requirement.

6. “AS-IS” Condition. LESSEE REPRESENTS THAT IT HAS MADE ANY AND ALL INVESTIGATIONS NECESSARY TO SATISFY LESSEE THAT THE PREMISES ARE

SUITABLE FOR ITS INTENDED USE. LESSOR AND LESSEE ACKNOWLEDGE AND AGREE THAT LESSOR MAKES NO WARRANTY OR REPRESENTATION CONCERNING THE CONDITION OF THE PREMISES AND THAT LESSOR DELIVERS THE PREMISES TO LESSEE IN AN "AS-IS", "WHERE-IS" CONDITION. LESSEE SHALL BE RESPONSIBLE FOR THE COST OF ANY COMPLIANCE WITH ANY APPLICABLE LAW OR REGULATION.

7. Construction and Improvements. Lessee shall be solely responsible for the development, construction and maintenance of the Premises, at its sole cost and expense and shall not be entitled to reimbursement of any kind from Lessor. Lessee shall not use or permit the Premises or any part of it to be used, for any other purpose without the prior written approval of Lessor.

8. Taxes and Assessments. Lessee shall pay all taxes and assessments, including, without limitation, real estate, personal property, and possessory interest taxes, and any and all utility, city, or county assessments, for any purpose, assessed, levied, confirmed, or imposed during the Term.

9. Utilities. Lessee acknowledges that the Premises does not presently have any utility services. If Lessee desires utilities at the Premises, Lessee shall procure, or cause to be procured, without cost to Lessor, but only upon the prior written consent of Lessor, any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation and maintenance on the Premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any utilities to the Premises. Lessee shall pay the suppliers for all water, gas, electricity, light, telephone, power, and other utilities and communications services used by Lessee on the Premises during the Term, whether or not the services are billed directly to Lessee.

10. Ownership; Surrender. Subject to Lessor's right to require removal or elect ownership, all improvements, alterations and utility installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. All Lessee owned improvements, alterations and utility installations shall, at the expiration or termination of this Lease, be removed from the Property and the Premises shall be restored to its current, undeveloped state.

11. Signage. Lessee may provide, at its own cost and expense, signage in a manner consistent with all applicable State and local laws, rules and regulations. The form and substance of the signage shall be subject Lessee's sole discretion. Lessor may, in a manner consistent with all applicable State and local laws, rules and regulations, place signs on the Property advertising the availability of the Property for sale or lease.

12. Insurance. Lessee is self-insured by the Special District Risk Management Authority.

13. Indemnification.

(a) Lessee shall indemnify and hold Lessor, and its employees, contractors, agents, representatives, successors and assigns (each a "Lessor Party"), harmless from any and all demands, claims, causes of action, fines, penalties, damages (including consequential

damages), losses, liabilities, judgments, and expenses (including without limitation attorneys' fees and court costs) incurred in connection with or arising from (1) the use or occupancy of the Premises by Lessee, invitees or licensees of Lessee; (2) any activity, work, or thing done or permitted or suffered by Lessee in or about the Premises; (3) any acts, omissions, or negligence of Lessee, any person claiming under Lessee, or the employees, agents, contractors, invitees or licensees of Lessee, (4) any breach, violation, or nonperformance by Lessee, any person claiming under Lessee, or the employees, agents, contractors, invitees or licensees of Lessee of any term, covenant, or provision of this Lease or any law, ordinance, or governmental requirement of any kind; or (5) any injury or damage to the person, including death or serious injury, property, or operation of Lessee or its employees, agents, contractors, invitees or licensees of Lessee, or any other person entering upon the Premises under the express or implied invitation of Lessee. The foregoing indemnity shall not apply to the extent any liability, claim or damage is the result of Lessor's negligence or willful misconduct. If any action or proceeding is brought against Lessor, or a Lessor Party, by reason of any claim, Lessee, upon notice from Lessor, will defend the claim at Lessee's expense with counsel reasonably satisfactory to Lessor.

14. Claims or Liens. Lessee shall not suffer or permit any liens to be made or filed against the Premises by reason of labor forces, services or materials supplied (or claimed to have been supplied) to Lessee, and Lessee agrees to indemnify and hold harmless the Lessor and the Property against any such liens. If any such lien shall at any time be filed against the Property, Lessee shall, within thirty (30) calendar days after notice to Lessor of the filing thereof, cause the same to be discharged of record; provided, however, that Lessee shall have the right to contest the amount or validity, in whole or in part, of any such lien by appropriate proceedings. In the event of such protest, Lessee shall first notify the Lessor and, if requested by the Lessor, Lessee shall promptly bond such lien in the manner authorized by law with a responsible surety company qualified to do business in the State of California. Lessee shall prosecute the contest of such proceedings with due diligence and at no cost or expense to the Lessor.

15. Assignment. Lessee shall not assign this Lease, or any interest in it or portion thereof, without the prior written consent of Lessor.

16. Events of Default. The following occurrences are "events of default":

(a) Lessee defaults in the due and punctual payment of any amount due to Lessor hereunder, and the default continues for thirty (30) days after notice from Lessor;

(b) Lessee substantially fails to maintain the Premises;

(c) Lessee substantially breaches any of the other agreements, terms, covenants, or conditions that this Lease requires Lessee to perform, and the breach continues for a period of thirty (30) days after notice by Lessor to Lessee.

16. Remedies. In addition to any other remedies that Lessor may have under law or equity, if any one or more material events of default set forth under this Lease occurs and Lessee has not cured in the time provided for, then Lessor may, at its election, terminate this Lease.

17. Severability. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the



provisions hereof shall remain in full force and shall not be affected, impaired or invalidated thereby.

18. Attorney's Fees. In case either party brings an action to enforce any term or condition of this Lease, the prevailing party shall be entitled to its reasonable attorney's fees as determined by the court, and all other costs and expenses related to such action.

19. Waiver. The waiver by either Party of the breach of any provision of this Lease shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

20. Binding on Successors. Subject to the provisions of paragraph 15, this Lease shall apply to and be binding upon the heirs, successors, executors, administrators, and assigns of the Parties hereto.

21. Captions. The various headings contained herein and the grouping of the provisions of this Lease into separate paragraphs are for the purpose of convenience only and shall not be considered in interpreting the provisions of this Lease.

22. Notices. Any and all notices which are required under the terms and conditions of this Lease or which either Lessor or Lessee desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage prepaid, return receipt requested, addressed as follows:

RAUL GARCIA:  
P.O. Box 603  
Running Springs, CA 92382

RSWD:  
P.O. Box 2206  
Running Springs, CA 92382  
Attn: General Manager

Any notice so given shall be considered served on the other party three (3) calendar days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

23. Authority. Each Party to this Lease represents and warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform its obligations under the Lease. Each Party warrants that the individual who has signed this Lease has the legal power, right and authority to make and enter into this Lease and bind each respective Party.

24. Entire Agreement. This Lease, along with any exhibits and attachments attached hereto and incorporated herein by reference, constitutes the entire agreement between the Lessor and the Lessee relative to the Premises, and may only be modified by mutual consent of the Parties in writing.

25. Governing Law. This Lease shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date first written above.

LESSOR:

Running Springs Water District, a California public agency

By: \_\_\_\_\_

Name: Ryan Gross

Its: General Manager

LESSEE:

Raul Garcia

By: \_\_\_\_\_

Name:

Its:

EXHIBIT "A"

Description of the Property

certain real property (APN 295-227-05) located on Hunsaker Way and West Drive, Running Springs, California:



**RUNNING SPRINGS WATER DISTRICT**

**MEMORANDUM**

**DATE:** September 20, 2023  
**TO:** Board of Directors  
**FROM:** Ryan Gross, General Manager  
**SUBJECT:** CONSIDER APPROVING ADDITIONAL OPERATOR POSITION

**RECOMMENDED BOARD ACTION**

It is recommended that the Board of Directors consider approving one additional operator position.

**REASON FOR RECOMMENDATION**

Additional staffing for on-call coverage and completing more routine operations and maintenance tasks.

**BACKGROUND**

The District currently has six approved operator positions in the wastewater department and three in the water department. The water department lead operator recently took another position after 21 years with the District. We are currently recruiting for one operator position and would like to have the flexibility to hire two of the candidates if circumstances are favorable for the District.

**FISCAL INFORMATION**

The salary range for an Operator-in-Training (OIT) through an Operator 3 is \$47,986 - \$82,326. There is an approximate difference of \$50,000 in CalPERS retirement expense for a Classic versus a PEPRAs employee.

**One** Classic O3 Salary + PERS = \$145,000

**Two** PEPRAs OIT – O1 Salary + PERS = \$104,000 - \$120,000

**RUNNING SPRINGS WATER DISTRICT**

**MEMORANDUM**

**DATE:** September 20, 2023

**TO:** Board of Directors

**FROM:** Ryan Gross, General Manager

**SUBJECT:** **CONSIDER APPROVING RESOLUTION 14-23, DECLARING REAL PROPERTY OWNED BY THE DISTRICT (ASSESSOR PARCEL NO. 328-09-171) LOCATED NEAR ALDER COURT IS SURPLUS LAND, APPROVING THE FORM OF NOTICE OF AVAILABILITY, AND AUTHORIZING THE GENERAL MANAGER TO COMPLY WITH THE SURPLUS LAND ACT AND FIND THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

**RECOMMENDED BOARD ACTION**

It is recommended that the Board of Directors consider approving Resolution No. 14-23, declaring District property consisting of APN 328-09-171 is surplus land, approving the form of notice of availability for such property, and authorizing the General Manager to comply with the Surplus Land Act.

**REASON FOR RECOMMENDATION**

Complying with the Surplus Land Act, Government Code sections 54220 *et seq.* (the “SLA”), is necessary before disposing of real property that is no longer needed for the District’ use. Resolution No. 14-23 declares District real property known as APN 328-09-171 “surplus land” under the SLA and authorizes further compliance with the SLA so that the District may proceed to dispose of such property.

**BACKGROUND**

Running Springs Water District (“District”) owns a parcel of real property located near Alder Ct (Assessor Parcel Number 328-09-171), as depicted below (“Property”). The District desires to dispose of the Property, but the District must first comply with the SLA.

The SLA requires all local agencies to prioritize affordable housing, as well as parks and open space when disposing of surplus land. In order to proceed to an eventual disposal of the Property, it is necessary to comply with the SLA.

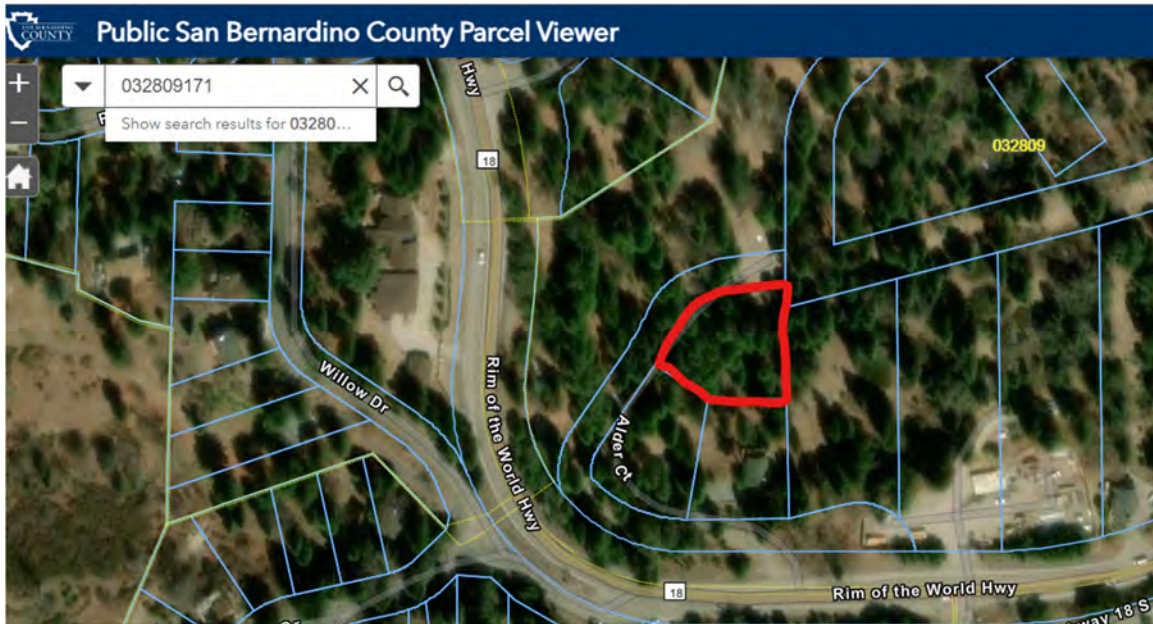
New legislation (AB 1486) which took effect on January 1, 2020 significantly amended the SLA to require that before a local agency takes any action to dispose of land, the land must be declared either “surplus land” or “exempt surplus land,” as supported by written findings. “Surplus land” means the land owned by a local agency for which the local agency’s governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency’s use. Several other steps are required to comply with the amended SLA provisions.

The parcel which comprises the Property meets the definition of surplus land and is no longer necessary for the District’s use. The District must take formal action declaring the Property is surplus property in order to dispose of it. Adoption of the attached Resolution would declare the Property to be surplus land.

Upon the District’s determination that the Property is surplus land, the procedures set forth in Government Code Section 54220 et seq. must be followed. Those procedures require the District to offer the surplus land to certain entities for a period of 60 days by transmitting a written notice of availability to those entities, including:

1. For the purpose of developing low and moderate income housing, a written notice of availability of the surplus land shall be sent to any “local public entity” as defined in Health and Safety Code 50079 within whose jurisdiction the surplus land is located, to “Housing Sponsors” that have notified the California Department of Housing and Community Development (HCD) of their interest in surplus land, and to HCD itself.
2. For open space purposes, a written notice of availability of the surplus land shall be sent to certain parks-related governmental entities.
3. For the purpose of use by a school district for school facilities construction or open space purposes, a written notice of availability of surplus land shall be sent to school districts in whose jurisdiction the land is located.
4. For developing property located within an infill opportunity zone or an area covered by a transit village plan, additional notices must be sent to certain agencies within whose jurisdiction the land is located.

If the District receives correspondence expressing interest from any of the above entities after transmitting a written notice of availability, the District is required to enter into good faith negotiations concerning the price and terms of disposition with that entity for a period of 90 days. If the price and terms cannot be agreed upon after 90 days (or if no entity gives notice of interest), the District may dispose of the surplus land without further regard to the surplus land procedures, with two exceptions: (1) provisions in the SLA requiring the recording on title of an affordability covenant in the event more than ten (10) units of residential housing are ever developed on the Property and (2) submittal of a final compliance package to HCD prior to disposing of the Property.



## ENVIRONMENTAL IMPACT

This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (CEQA). The Running Springs Water District has determined that the designation of this property as exempt surplus does not have the potential for creating a significant effect on the environment and is therefore exempt from further review under CEQA pursuant to CEQA Guidelines section 15060(c)(3), because it is not a project as defined by the CEQA Guidelines, section 15378. Adoption of the Resolution does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. If and when the Property is sold to a purchaser, and that purchaser proposes a use for the Property that requires a discretionary permit and CEQA review, that future use and project will be analyzed at the appropriate time in accordance with CEQA.

## ATTACHMENTS

Attachment 1 – Resolution No. 14-23

**RESOLUTION NO. 14-23****RESOLUTION OF THE BOARD OF DIRECTORS OF RUNNING SPRINGS WATER DISTRICT DECLARING PURSUANT TO GOVERNMENT CODE SECTION 54221 THAT CERTAIN REAL PROPERTY OWNED BY THE DISTRICT AT ASSESSOR PARCEL NUMBER 328-09-171 LOCATED NEAR ALDER COURT IN RUNNING SPRINGS, CALIFORNIA IS NON-EXEMPT SURPLUS LAND, APPROVING THE FORM OF NOTICE OF AVAILABILITY THEREFOR, AUTHORIZING THE GENERAL MANAGER TO COMPLY WITH THE SURPLUS LAND ACT, AND FINDING THE FOREGOING CATEGORICALLY EXEMPT FROM CEQA REVIEW**

WHEREAS, the Running Springs Water District (the “District”) is the owner in fee simple of that certain real property identified as Assessor Parcel Number 328-09-171, which is approximately 17,128 square feet in size and is located near Alder Court in Running Springs, California, as identified and depicted in “Exhibit A” attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the District no longer has any use for the Property; and

WHEREAS, the Surplus Land Act, Government Code sections 54220 *et seq.* (as amended, the “Act”), applies when a local agency disposes of “surplus land,” as that term is defined in Government Code section 54221; and

WHEREAS, the Property is “surplus land” under the Act, because it is land owned in fee simple by the District for which the Board of Directors will take formal action (in the form of adoption of this resolution) in a regular public meeting declaring that the land is surplus and is not necessary for the District’s use; and

WHEREAS, the Act requires that prior to the disposal of any surplus land, unless an exemption applies, a local agency must issue a Notice of Availability to, among others, affordable housing developers, and thereafter, if any entity submits a qualified Notice of Interest within sixty (60) days of issuance of the Notice of Availability, the local agency must negotiate in good faith for at least ninety (90) days with any such submitting entities; and

WHEREAS, the Property is not exempt from the Act; and

WHEREAS, a form of Notice of Availability is attached hereto as “Exhibit B.”

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

**SECTION 1.** The above recitals are true and correct and are a substantive part of this Resolution.

**SECTION 2.** The Board of Directors hereby finds and declares that the Property is “surplus land” as used in the Act, because the Property is owned in fee simple by the District, and the Property is surplus and not necessary for the District’s use.



SECTION 3. The Board of Directors hereby approves the form of Notice of Availability substantially in the form attached hereto as “Exhibit B.”

SECTION 4. The Board of Directors hereby authorizes the General Manager or designee to take all necessary actions to fully comply with the Act without further need to obtain further Board approval.

SECTION 5. This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*) (“CEQA”). District staff has determined that the designation of the Property as non-exempt surplus, approval of the form of Notice of Availability, and authorization for the General Manager to comply with the Act do not have the potential for creating a significant effect on the environment and are therefore exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3), because such actions do not constitute a “project” as defined by the CEQA Guidelines, Section 15378. In the alternative, even if the actions contemplated here constituted a “project” under CEQA, they involve the sale of surplus government property, which is exempt from environmental review under CEQA pursuant to a Class 12 categorical exemption. Specifically, the government Property is not located in an area of statewide, regional or areawide concern as defined in CEQA Guidelines section 15206(b)(4). The Property is not located in any of the following: the Lake Tahoe Basin, the Santa Monica Mountains Zone, the California Coastal Zone, an area within ¼ mile of a wild and scenic river, the Sacramento-San Joaquin Delta, the Suisun Marsh, or the jurisdiction of the San Francisco Bay Conservation and Development Commission. Therefore, the Board of Directors’ adoption of this Resolution is exempt from CEQA review. Finally, adoption of the Resolution does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. If and when any of the Property is sold to a purchaser, and that purchaser proposes a use for the Property that requires a discretionary permit and CEQA review, that future use and project will be analyzed at the appropriate time in accordance with CEQA.

SECTION 6. If any section, subsection, paragraph, sentence, clause or phrase of this Resolution is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Resolution.

SECTION 7. The Secretary shall certify to the adoption of this Resolution.

ADOPTED this 20<sup>th</sup> day of September, 2023.

Ayes:

Noes:

Abstentions:

Absent:

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Tony Grabow  
PRESIDENT

ATTEST:

COUNTY OF SAN BERNARDINO        )  
STATE OF CALIFORNIA            )

I, Amie R. Crowder, Secretary of the Board of Directors of the Running Springs Water District, do hereby certify that Resolution No. 14-23 was adopted at a regular meeting of the District held on the 20<sup>th</sup> day of September 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Amie R. Crowder  
DISTRICT SECRETARY

DATED:

EXHIBIT A

**PROPERTY DESCRIPTION**

The Property is described as follows:

Common Description: APN 328-09-171, located near Alder Ct.

Details: Parcel Map 5053 Parcel No. 2

Aerial Depiction:

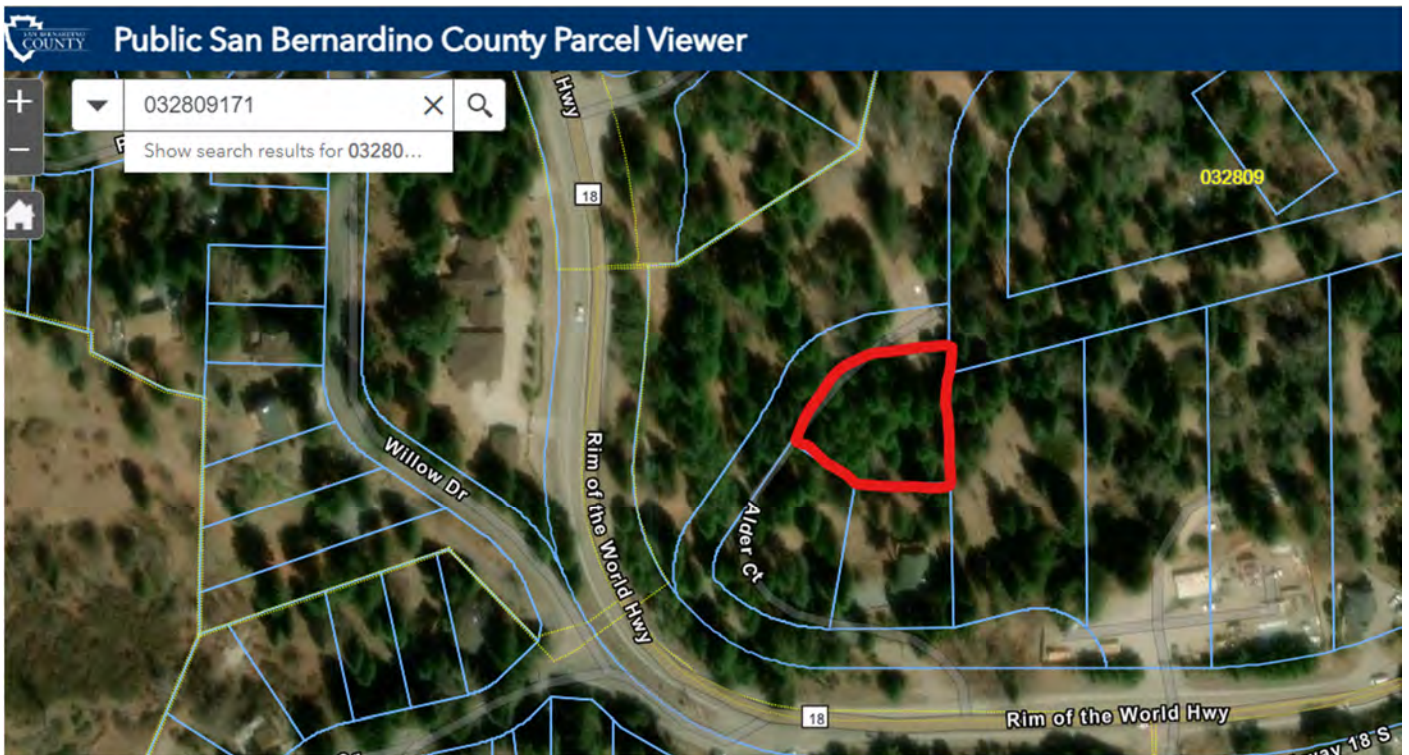


EXHIBIT B

**FORM OF NOTICE OF AVAILABILITY (COVER LETTER AND PROPERTY  
DESCRIPTION)**

September 20, 2023

To All Interested Parties:

**RE: Notice of Availability/Offer to Sell/Lease Surplus Property**

As required by Government Code Section 54220 of the State of California, the Running Springs Water District is providing notification that the District intends to sell/lease the surplus property listed in the accompanying table.

In accordance with Government Code Section 54222, you have sixty (60) days from the date this offer was sent via certified mail or electronic mail to notify the District of your interest in acquiring the property. However, this offer shall not obligate the District to sell/lease the property to you. Instead, the District would enter into at least ninety (90) days of negotiations with you pursuant to Government Code Section 54223. If no agreement is reached on price and terms, the District may market the property to the general public.

As required by Government Code Section 54227, if the District receives more than one letter of interest during this 60 day period, it will give first priority to entities proposing to develop housing where at least 25 percent of the units will be affordable to lower income households. If more than one such proposal is received, priority will be given to the proposal with the greatest number of affordable units. If more than one proposal specifies the same number of affordable units, priority will be given to the proposal that has the lowest average affordability level.

In the event your agency or company is interested in purchasing/leasing the property, you must notify the District in writing within sixty (60) days of the date this notice was sent via certified mail or electronic mail. Notice of your interest in acquiring the property shall be delivered to:

Ryan Gross, General Manager  
Running Springs Water District  
PO Box 2206  
Running Springs, CA 92382

You may also direct your questions to [rgross@runningspringswd.com](mailto:rgross@runningspringswd.com) or by calling 909-403-5387.

Entities proposing to submit a letter of interest are advised to review the requirements set forth in the Surplus Land Act (Government Code Section 54220-54234).

Attachment: Property Description Form

Running Springs Water District, a special district operating under County Water District Law  
 Notice of Availability Property Description  
 PROPERTY DESCRIPTION FORM (Attachment to NOA Cover Letter)

	Parcel 1	Parcel 2	Parcel 3	Parcel 4	Combined Parcels
Property Address / Intersection	30991 Alder Ct (approx. - no address). Nearest intersection: Alder Ct and Rim of the World Hwy	n/a	n/a	n/a	n/a
City	Running Springs				
ZIP Code	92382				
County	San Bernardino				
Assessor Parcel No	328-09-171				
Parcel Size	0.39 acres				
Zoning Designation	HT/RS -10M - Res. Single Family				
General Plan Designation	Single Residential (RS)				
Existing Use	Vacant				
Minimum and Maximum Density Allowed (units/acre)	One				
Min. Sales Price (if any)	fair market value				
Last Appraised Value	\$25,000.00				
Last Appraised Date	7/27/2023				
Site Constraints: N/A					
Additional Information: N/A					