



**BIG BEAR CITY COMMUNITY SERVICES DISTRICT
NOTICE OF SPECIAL MEETING**

A special meeting of the Board of Directors of the Big Bear City Community Services District will be held on Wednesday, October 25, 2023, at 9:00 a.m. This meeting will be held at the Big Bear City Community Services District Office located at 139 E. Big Bear Blvd., Big Bear City, California and by teleconference at 1116 E. Fairway Blvd, Big Bear City, CA. 92314.

The business to be transacted at this special meeting will be:

CALL TO ORDER & PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

OPEN SESSION

- A. Proposed Resolution 2023-16 - A Resolution of the Board of Directors of the Big Bear City Community Services District Authorizing a Budget Amendment for the Capital Purchase of Two Solid Waste Trucks

CLOSED SESSION

REPORT FROM CLOSED SESSION

ADJOURNMENT

DATED: October 24, 2023

John Russo ^(ms)

John Russo, President of the Board
Big Bear City Community Services District

STAFF REPORT AND RECOMMENDATION
OCTOBER 25, 2023 SPECIAL BOARD MEETING

DATE: October 23, 2023

TO: Board of Directors

FROM: Jon Zamorano – Solid Waste Superintendent

SUBJECT: Resolution 2023-16. A Resolution of the Board of Directors of the Bear City Community Services District Authorizing a Budget Amendment for the Capital Purchase of two Solid Waste Trucks.

BACKGROUND:

The market for diesel equipment is continuing to change from week to week. Cummins Inc. has announced there will be a limited number of engines that will be released in the State. This has led to a higher demand and a scramble for those engines that are left here in the State of California. Furthermore, Freightliner has also pulled production of diesel equipment and has moved their focus to electric trucks. A conventional diesel Freightliner truck is no longer a viable option for purchase. CARB, California Air Resource Board, has a deadline for all heavy equipment diesel purchases to have signed purchase orders by December 31st ,2023. However, the limited engines from Cummins will not be available for purchase after October 27th ,2023.

FISCAL IMPACTS:

The current budget includes the purchase of two vehicles. The original estimate of \$430,000 for the purchase of a new frontloading truck has come in slightly lower at \$423,865.70. The ASL Truck has been moved to a non-conventional chassis bringing the price up from the original estimate of \$390,000 to \$449,982.96. Staff are looking into different options to finance the purchase of both vehicles.

STAFF RECOMMENDATION:

Staff recommendation is to adopt Resolution 2023-16 Authorizing a Budget Amendment for the Capital Purchase of two Solid Waste Trucks.

RESOLUTION 2023-16
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIG
BEAR CITY COMMUNITY SERVICES DISTRICT
AUTHORIZING A BUDGET AMENDMENT FOR THE
CAPITAL PURCHASE OF TWO SOLID WASTE TRUCKS

WHEREAS, on May 15, 2023, the Board adopted the annual operating budget for Fiscal Year 2023-24 and 5-Year Capital Replacement / Improvement Plan; and

WHEREAS, the Fiscal Year 2023-24 District budget and 5-Year Capital Replacement / Improvement Plan included a \$820,000 appropriation for the capital purchase of two Solid Waste vehicles; and

WHEREAS, we have obtained a quote from the manufacturer and the price has increased to \$449,982.96 and \$423,865.70 for a total of \$873,848.66 due to market demand on diesel vehicles; and

WHEREAS, the budget contained an original estimate of \$820,000 and the purchase price has been quoted as \$873,848.66; and

WHEREAS, a budget amendment is necessary to increase the budget to \$873,848.66 which includes an additional \$53,848.66 to help cover the above capital expenditures in the capital equipment line; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Big Bear City Community Services District that the adopted budget for the capital purchase of two Solid Waste vehicles shall be increased by \$53,848.66.

PASSED, APPROVED, and ADOPTED by the Big Bear City Community Services District Board of Directors at a special meeting held the 25th day of October 2023, by the following vote:

AYES:	DIRECTORS:
NOES:	DIRECTORS:
ABSENT:	DIRECTORS:
ABSTAINS:	DIRECTORS:

John Russo, President
of the Board of Directors

ATTEST:

Morgan Szabad, Secretary
of the Board of Directors

EXHIBIT A

**BIG BEAR CITY COMMUNITY SERVICES DISTRICT
CAPITAL PURCHASE OF TWO SOLID WASTE TRUCK QUOTES**



SALES
Toll Free (800) 673-0500
Reception (909) 510-4000

PARTS (877) 727-8752
SERVICE (866) 385-8757
COLLISION CENTER (909) 510-4100
13800 Valley Blvd, Fontana CA 92335

Buyers Order

Deal#: DE-05247
Opp#: 2023-150667
Date: 10/23/2023

www.VelocityTruckCenters.com

Contact: Ron Creighton - Mobile: 562/755-6108 - Email: RCreighton@vvgtruck.com

Bill To: 108152
BIG BEAR CITY COMMUNITY SERVICES DIST
PO BOX 558
BIG BEAR CITY CA 92314 County: San Bernardino
Phone: (909) 585-2565 FAX: (909) 585-0025
jzamorano@bbccsd.org

Ship To:

Unit#:	Stock#:	New 2025 AUTOCAR ACX42	Price:	\$417,308.00
VIN: FACTORY ORDER		GVW: 56000	Color: WHITE	
To Be Delivered On or About: 10/21/2024			Unit Price:	\$417,308.00

Sub Total	\$417,308.00
Admin Fee	\$195.00
Doc Fee	\$85.00
CA Tire Recycle Fee	\$14.00
Sales Tax (7.750%)	\$32,347.96
DMV Electronic Filing	\$33.00
Total Vehicle Sale Price	\$449,982.96
Net Total	\$449,982.96

Lienholder: None...

NEW WAY ROTO-PAC 20 CY AUTOMATED SIDE LOADER.

*** PRICING IS SUBJECT TO CHANGE DUE TO SUPPLY CHAIN AND PRODUCTION ISSUES. ***

ONLY THOSE ITEMS AND SERVICES SPECIFICALLY WRITTEN ON THIS ORDER ARE INCLUDED IN THE STATED PRICE.
ANY OTHER AGREEMENTS, UNLESS IN WRITING, ARE NOT BINDING ON SELLER.

The numbered pages of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning this purchase has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read and understand the final page of this agreement and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, or older, that I have legal capacity and authority to execute this agreement on behalf of my company, and hereby acknowledge receipt of a copy of this order.

BIG BEAR CITY COMMUNITY SERVICES DIST

(Purchaser's Name)

Ron Creighton

(Salesperson Name)

X

(Purchaser's Signature)

(Approved By)

Date

Date

1. TRADE-IN(S). Purchaser shall deliver trade-in(s) in the same condition as at the time of inspection and appraisal by Seller reasonable wear and tear excepted, except as disclosed in the Agreement. Purchase represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade-in(s) are that type and condition described in this Agreement, including any attachments hereto.

2. TERMS OF PAYMENT. Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted by law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Seller is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Seller, justify continuance of the work to be performed by Seller hereunder on the terms of payment as agreed upon, Seller may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Seller deems adequate, including payment in advance, or Seller may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Seller shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.

3. CANCELLATION. Purchaser may cancel this order only if Seller is able to cancel said order with the manufacturer, and only upon written notice. Upon cancellation or failure to accept delivery, Purchaser shall pay Seller reasonable cancellation changes and expenses, not to be less than Seller's out-of-pocket expenses including carrying costs.

4. SALES AND OTHER TAXES. Unless otherwise specified herein, Seller's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use or other tax applicable to the sale or use of the trucks purchased hereunder shall be paid by Purchaser, or in lieu thereof Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities. Purchaser agrees that all taxes related to this transaction, whether arising at the time of the transaction or in the future, are Purchaser's responsibility and further agrees to promptly pay any such taxes.

5. DELIVERY. All trucks furnished hereunder shall be delivered to Purchaser at the Seller's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Seller shall not be liable for delays in delivery or manufacturing, or other causes beyond Seller's control.

6. TECHNICAL CHANGES. Purchaser acknowledges that the manufacturer and Seller reserve the right to change the specifications of the truck(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Seller reserve the right to make design changes and substitution of materials subsequent to the receipt of the order which, in manufacturers or Seller's opinion are necessary to improve the truck. Purchaser agrees to accept any such changes as fulfillment of Seller's obligations under this order.

7. REQUIRED EQUIPMENT. This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order of receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser. Purchaser understands that certain safety equipment is available that is not legally required and is available at Purchasers request for an additional fee.

8. TITLE AND REMEDIES. Until full payment by Purchaser of all amounts due hereunder, Seller reserves the title to all equipment furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the equipment delivered hereunder, Seller may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Seller may repossess said equipment by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Seller such financing statements and other documents, as Seller may deem appropriate to evidence, perfect, and protect the priority of its security interest in the truck(s) subject to this order.

9. GENERAL. Any assignment by Purchaser of this order or any rights hereunder, without written consent of Seller, shall be void. Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Seller. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Seller. To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.

10. IMPORT TARIFFS: Purchaser acknowledges that any import tariffs imposed by the government are the sole responsibility of the Purchaser and will result in an increase in the Seller's price equal to the amount of the obligatory tariff.

This Agreement (including by reference the provisions set out in manufacturer's standard warranty or warranties) shall constitute the entire agreement between Purchaser and Seller, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Seller.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Accepted and Agreed by: _____
(Company Name)

(Date)

Signor's Name and Title: _____
(Please Print Name and Title. Must be an Officer of the company
Authorized to approve capital purchases.)

X _____
(Signature)



SALES
Toll Free (800) 673-0500
Reception (909) 510-4000

PARTS (877) 727-8752
SERVICE (866) 385-8757
COLLISION CENTER (909) 510-4100
13800 Valley Blvd, Fontana CA 92335

Buyers Order

Deal#: DE-05246
Opp#: 2023-150666
Date: 10/23/2023

www.VelocityTruckCenters.com

Contact: Ron Creighton - Mobile: 562/755-6108 - Email: RCreighton@vvgtruck.com

Bill To: 108152
BIG BEAR CITY COMMUNITY SERVICES DIST
PO BOX 558
BIG BEAR CITY CA 92314 County: San Bernardino
Phone: (909) 585-2565 FAX: (909) 585-0025
jzamorano@bbccsd.org

Ship To:

Unit#:	Stock#:	New 2025 AUTOCAR ACX64	Price:	\$393,066.00
VIN: FACTORY ORDER		GVW: 60000	Color: WHITE	
To Be Delivered On or About: 10/21/2024			Unit Price:	\$393,066.00

Sub Total	\$393,066.00
Admin Fee	\$195.00
Doc Fee	\$85.00
CA Tire Recycle Fee	\$17.50
Sales Tax (7.750%)	\$30,469.20
DMV Electronic Filing	\$33.00
Total Vehicle Sale Price	\$423,865.70
Net Total	\$423,865.70

Lienholder: None...

NEW WAY MAMMOTH 34 CY RFEL with CARRY CAN & PERKINS CART TIPPER. STEEL LINES AND CONTROLS.

*** PRICING IS SUBJECT TO CHANGE DUE TO SUPPLY CHAIN AND PRODUCTION ISSUES. ***

ONLY THOSE ITEMS AND SERVICES SPECIFICALLY WRITTEN ON THIS ORDER ARE INCLUDED IN THE STATED PRICE. ANY OTHER AGREEMENTS, UNLESS IN WRITING, ARE NOT BINDING ON SELLER.

The numbered pages of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning this purchase has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read and understand the final page of this agreement and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, or older, that I have legal capacity and authority to execute this agreement on behalf of my company, and hereby acknowledge receipt of a copy of this order.

BIG BEAR CITY COMMUNITY SERVICES DIST

(Purchaser's Name)

Ron Creighton

(Salesperson Name)

X

(Purchaser's Signature)

(Approved By)

Date

Date

1. TRADE-IN(S). Purchaser shall deliver trade-in(s) in the same condition as at the time of inspection and appraisal by Seller reasonable wear and tear excepted, except as disclosed in the Agreement. Purchase represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade-in(s) are that type and condition described in this Agreement, including any attachments hereto.

2. TERMS OF PAYMENT. Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted by law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Seller is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Seller, justify continuance of the work to be performed by Seller hereunder on the terms of payment as agreed upon, Seller may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Seller deems adequate, including payment in advance, or Seller may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Seller shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.

3. CANCELLATION. Purchaser may cancel this order only if Seller is able to cancel said order with the manufacturer, and only upon written notice. Upon cancellation or failure to accept delivery, Purchaser shall pay Seller reasonable cancellation changes and expenses, not to be less than Seller's out-of-pocket expenses including carrying costs.

4. SALES AND OTHER TAXES. Unless otherwise specified herein, Seller's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use or other tax applicable to the sale or use of the trucks purchased hereunder shall be paid by Purchaser, or in lieu thereof Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities. Purchaser agrees that all taxes related to this transaction, whether arising at the time of the transaction or in the future, are Purchaser's responsibility and further agrees to promptly pay any such taxes.

5. DELIVERY. All trucks furnished hereunder shall be delivered to Purchaser at the Seller's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Seller shall not be liable for delays in delivery or manufacturing, or other causes beyond Seller's control.

6. TECHNICAL CHANGES. Purchaser acknowledges that the manufacturer and Seller reserve the right to change the specifications of the truck(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Seller reserve the right to make design changes and substitution of materials subsequent to the receipt of the order which, in manufacturers or Seller's opinion are necessary to improve the truck. Purchaser agrees to accept any such changes as fulfillment of Seller's obligations under this order.

7. REQUIRED EQUIPMENT. This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order of receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser. Purchaser understands that certain safety equipment is available that is not legally required and is available at Purchasers request for an additional fee.

8. TITLE AND REMEDIES. Until full payment by Purchaser of all amounts due hereunder, Seller reserves the title to all equipment furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the equipment delivered hereunder, Seller may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Seller may repossess said equipment by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Seller such financing statements and other documents, as Seller may deem appropriate to evidence, perfect, and protect the priority of its security interest in the truck(s) subject to this order.

9. GENERAL. Any assignment by Purchaser of this order or any rights hereunder, without written consent of Seller, shall be void. Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Seller. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Seller. To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.

10. IMPORT TARIFFS: Purchaser acknowledges that any import tariffs imposed by the government are the sole responsibility of the Purchaser and will result in an increase in the Seller's price equal to the amount of the obligatory tariff.

This Agreement (including by reference the provisions set out in manufacturer's standard warranty or warranties) shall constitute the entire agreement between Purchaser and Seller, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Seller.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Accepted and Agreed by: _____
(Company Name)

(Date)

Signor's Name and Title: _____
(Please Print Name and Title. Must be an Officer of the company
Authorized to approve capital purchases.)

X _____
(Signature)