

# Rubidoux Community Services District

## Board of Directors

Christopher Barajas  
Armando Muniz  
Bernard Murphy  
F. Forest Trowbridge  
Hank Trueba Jr.

## Secretary-Manager

David D. Lopez



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Water Resource Management    Refuse Collection    Street Lights    Fire / Emergency Services    Weed Abatement

## NOTICE AND AGENDA FOR THE RUBIDOUX COMMUNITY SERVICES DISTRICT BOARD MEETING 4:00 PM, February 7, 2019

1. Call to Order - President Trueba
2. Pledge of Allegiance
3. Roll Call
4. Approval of Minutes for December 20, 2018, and January 17, 2019, Regular Meeting Minutes.
5. Consideration to Approve February 8, 2019, Salaries, Expenses and Transfers.
6. Acknowledgements - Members of the Public May Address the Board at this Time on Any Non-agenda Matter.
7. Correspondence and Related Information
8. Manager's Report (second meeting each month):
  - a) Operations Report
  - b) Emergency and Incident Report

**ACTION ITEMS:**

9. Consideration to Adopt Resolution No. 2019-844, A Resolution Transferring Certain Property Tax from the County of Riverside to the RCSD: **DM 2019-03**
10. Consideration to Adopt Resolution No. 2019-845, A Resolution Transferring Certain Property Tax from the County of Riverside to the RCSD: **DM 2019-04**
11. Status Update on the Purchase of the County of Riverside's Fleet Services Facility (Surplus Property) **DM 2019-05**
12. Directors Comments - Non-action
13. Adjournment

Closed Session: At any time during the regular session, the Board may adjourn to a closed executive session to consider matter of litigation, personnel, negotiations, or to deliberate on decisions as allowed and pursuant with the open meetings laws. Discussion of litigation is within the Attorney/Client privilege and may be held in closed session.

Authority: Government code 11126-(a) (d) (q).

4. APPROVAL OF MINUTES FOR DECEMBER 20, 2018 AND  
JANUARY 17, 2019, REGULAR MEETING MINUTES

**MINUTES OF REGULAR MEETING**  
**January 17, 2019**  
**RUBIDOUX COMMUNITY SERVICES DISTRICT**

**DIRECTORS PRESENT:** Bernard Murphy  
Hank Trueba, Jr.  
Armando Muniz  
F. Forest Trowbridge

**DIRECTORS ABSENT:**

**STAFF PRESENT:** Dave Lopez, General Manager  
Steve Appel, Assistant General Manager  
Krysta Krall, Manager, Fiscal Services  
Brian Jennings, Budgeting/Accounting Manager

Call to order: the meeting of the Board of Directors of the Rubidoux Community Services District by President Trueba, at 4:00 P.M., Thursday, January 17, 2019, at the District Office, 3590 Rubidoux Boulevard, Jurupa Valley, California.

**ITEM 4. APPROVAL OF MINUTES**

Approval of Minutes for December 20, 2018, Regular Board Meeting.  
Director Murphy stated that he abstained from the vote and therefore requested the tape be reviewed to reflect his abstention. Approval of Minutes deferred to the next meeting.

**Director Murphy moved and Director Trueba seconded to defer Minutes to the next meeting.**

**Ayes – 4 (Murphy, Trueba, Muniz, Trowbridge)**

**Noes - 0**

**The motion was carried unanimously.**

**ITEM 5. Consideration to Ratify the January 4, 2019, Salaries, Expenses and Transfers. Consideration to Approve the January 18, 2019, Salaries, Expenses and Transfers.**

- A) Consideration to ratify January 4, 2019, Salaries, Expenses and Transfers.
- B) Consideration to approve January 18, 2019, Salaries, Expenses and Transfers.

**Director Trowbridge moved and Director Muniz seconded to Ratify the January 4, 2019, Salaries, Expenses and Transfers. Director Trowbridge moved and Director Muniz seconded Approve the January 18, 2019, Salaries, Expenses and Transfers.**

**Ayes – 4 (Murphy, Trueba, Muniz, Trowbridge)  
Noes - 0**

**The motion was carried unanimously.**

## **ITEM 6. PUBLIC ACKNOWLEDGE OF NON-AGENDA MATTERS**

There were no members of the public to address the Board.

## **ITEM 7. CORRESPONDENCE AND RELATED INFORMATION**

The first article is from ACWA regarding Rancho California Water District appointing Mr. John Rossi as the newest Board member. Mr. Rossi replaces the vacant seat left by Mr. Ben Drake who passed away in November 2018. The next article, also from ACWA is regarding the New Year, and the uncertainty with the snow situation. The indicator is 2019 could be a healthy water year for the state. The next piece of information was a MWD News Release investing in future development of local water supplies. The agency provides \$3.5 million for research to facilitate the future development of seawater desalination groundwater, storm water capture, recycled water. The final piece of information was an article from the “Voice of San Diego” titled *“Things Are Getting Crazy on the Colorado River”*.

## **ITEM 8. MANAGER’S REPORT**

### **Operations Report:**

All facilities report no damage. The contractor is mobilizing, developing Well No. 1A, the Crestmore well. The District expects good production from that well. Historically, the wells from that area produce 1,500 – 1,800 gpm.

### **Emergency and Fire Report:**

The Incident Report for December 1 – December 31, 2018, there were a total of 261 calls, in comparison to the same period in 2017, there were a total of 258 calls. The year to date total is 2,741, compared to 2,804 in 2017.

The Response Activity Report from Cal Fire was unable to be presented by Chief Tovar due to his response to a call at the river bottom.

**ITEM 9. Consideration to Review Board Candidate(s) Application (2) Submitted and Make Appointment to Fill Board Vacancy. DM 2019-01.**

**BACKGROUND**

At the December 21, 2018, regular meeting of the RCSD Board of Directors, Staff presented the Letter of Resignation submitted by Chris Barajas from the RCSD Board. That afternoon, the Board elected to appoint for the unexpired term which runs thru December 2020. Pursuant to the Board's action that afternoon and compliant to government Code Section 1780, Notice of such Vacancy must be posted at three public places within the District's service area boundaries for a period of at least 15 (fifteen) days. Staff noticed the Board vacancy on December 21, 2018, at our front office, the Louis Robidoux Library and Veteran's Memorial Park. As stated in the Notice, the closing date was January 14, 2019. Staff has received one (1) "Letter of Interest" for your consideration this afternoon. The interested candidate is as follows:

John Skerbelis

As a matter of process, Staff contacted Mr. Skerbelis and invited him to attend today's meeting. This is a public action item and agendaized as such. The sitting Board Members are asked to review Mr. Skerbelis' letter of Interest diligently. At the Board's option, you may ask questions. Since the Board elected to appoint, the typical process at the conclusion of the candidate's review is to take a vote.

**Director Murphy moved and Director Muniz seconded to appoint Mr. John Skerbelis to the Rubidoux Community Services District Board of Directors for the remainder of the term which runs thru December 2020.**

**Ayes – 4 (Murphy, Trueba, Muniz, Trowbridge)  
Noes - 0**

**The motion was carried unanimously.**

**\*There was a 5-minute recess at this time. Upon reconvening Mr. John Skerbelis joined the meeting as a newly sworn Director.**

**ITEM 10. Receive and File Statement of Cash Asset Schedule Ending December 2018. DM 2019-02.**

**BACKGROUND**

Attached for the Board of Directors' consideration is the December 2018 Statement of Cash Asset Schedule Report for all District Fund Accounts. Our YTD interest is

\$166,414.00 for District controlled accounts. With respect to District "Funds in Trust", we show \$7,529.00 which has been earned and posted. The District has a combined YTD interest earned total of \$173,943.01 as of December 31, 2018.

With respect to the District's Operating Funds (Excluding Restricted Funds and Operating Reserves), we show a balance of \$5,448,495.00 ending December 31, 2018. That's **\$510,332.00 LESS** than July 1, 2018, beginning balance of \$5,958,827.00.

Further, the District's Field/Admin Fund current fund balance is just over \$431,000.00.

Submitted for the Board of Directors consideration is the *December 2018, Statement of Cash Asset Schedule Report* for your review and acceptance this afternoon.

**Director Skerbelis moved and Director Muniz seconded to Receive and File the Statement of Cash for the Month of December 2018 for the Rubidoux Community Services District.**

**Ayes – 5 (Muniz, Murphy, Skerbelis, Trowbridge, Trueba)**

**Noes - 0**

**The motion was carried unanimously.**

**ITEM 11. CLOSED EXECUTIVE SESSION – Pursuant to Government code Section 54957.6: Legal Counsel Status on Litigation Case No. CVDS 1310520, City of Riverside vs. Rubidoux Community Services District.**

After coming out of closed Executive Session, Directors had no reportable action; a status report was presented. President Trueba continued with Directors Comments.

**ITEM 12. Directors Comments.**

Director Trueba adjourned the meeting at 5:20 pm.

5. CONSIDERATION TO APPROVE FEBRUARY 8, 2019 SALARIES,  
EXPENSES AND TRANSFERS



RUBIDOUX COMMUNITY SERVICES DISTRICT  
 FEBRUARY 7, 2019 (BOARD MEETING)  
 FUND TRANSFER AUTHORIZATION

<b>NET PAYROLL 2/8/19</b>	68,000.00
WIRE TRANSFER: FEDERAL PAYROLL TAXES 2/12/19	29,000.00
WIRE TRANSFER: STATE PAYROLL TAXES 2/12/19	7,000.00
WIRE TRANSFER: TO CREDIT UNION	2,575.00
WIRE TRANSFER: PERS RETIREMENT	18,776.00
WIRE TRANSFER: PERS HEALTH PREMIUMS	32,243.27
WIRE TRANSFER: SECTION 125	110.00
WIRE TRANSFER: SECTION 457	2,630.00

**CHECKING ACCOUNT TRANSFERS FOR ACCOUNTS PAYABLE:**

2/8/2019 WATER FUND TO GENERAL FUND-Payables	131,591.83
WATER FUND TO GENERAL FUND-Trash	185,105.40
WATER FUND TO SEWER FUND	160,819.64
SALARIES REIMB WATER FUND TO GENERAL FUND - 2nd Qtr	231,509.14
SEWER FUND TO GENERAL FUND-Payables	192,317.68
SALARIES REIMB SEWER FUND TO GENERAL FUND - 2nd Qtr	14,485.94
SALARIES REIMB ADJUSTMENT 18/19 AND 17/18:	
GENERAL FUND TO WATER FUND	1,194,243.61
GENERAL FUND TO SEWER FUND	59,211.73

**INTERFUND TRANSFERS:**

2/8/2019 SEWER FUND CHECKING TO LAIF SEWER OP	10,000.00
LAIF SEWER OP TO SEWER FUND CHECKING	-
LAIF SEWER OP TO LAIF WASTEWATER REPLACEMENT	2,831.00
GENERAL FUND CHECKING TO LAIF PROP TAX	-
GENERAL FUND PROPERTY TAX TO GF CHECKING	350,000.00
GENERAL FUND PROP TAX TO GENERAL FUND CHECKING	-
LAIF GENERAL TO GENERAL FUND CHECKING	-
LAIF PROPERTY TAX TO GENERAL FUND CHECKING	1,150,000.00
WATER FUND CHECKING TO LAIF-COP PAYBACK	31,800.00
WATER FUND CHECKING TO LAIF-W.R.	4,200.00
LAIF WATER ML TO LAIF WATER REPLACEMENT	-
LAIF WATER ML TO LAIF WATER OPS	393.50
LAIF WATER OP TO WATER FUND CHECKING	-
LAIF WATER RESERVE TO LAIF WATER OP	-
LAIF WATER REPLACE TO LAIF WATER OP	-
LAIF WATER OP TO LAIF WATER RESERVE	-
WATER FUND CHECKING TO LAIF WATER RESERVE	-
WATER FUND CHECKING TO LAIF WATER OP	1,088,000.00
LAIF WATER OP TO LAIF FIELD/ADMIN BLDG	3,359.00

**NOTES PAYABLE**

<u>DESCRIPTION</u>	<u>BALANCE</u>	<u>PAYMENT</u>	<u>DUE DATE</u>
U.S. Bank Trust (1998 COP's Refunding)	3,660,000 Prin.	-	Jun-19
U.S. Bank Trust (1998 COP's Refunding)	787,185 Intr.	93,330	Jun-19
MN Plant-State Revolving Loan	4,509,245 Prin.	124,138	Jul-19
MN Plant-State Revolving Loan	953,694 Intr.	57,960	Jul-19

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GL Date					Credit Card	CC Reference #		Total Invoice
1	AT&T / AT&T ✓	1/7/2019 ✓	N	N				000012438007
	PHN CHGS					3/15/2019	1/7/2019	\$0.00
2/7/2019					N			\$484.75 ✓
2	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	11/26/2018 ✓	N	N				BK82358-0267 ✓
	LAB FEES					2/7/2019	11/26/2018	\$0.00
2/7/2019					N			\$223.00 ✓
3	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	12/2/2018 ✓	N	N				BL80003-0267 ✓
	LAB FEES					2/7/2019	12/2/2018	\$0.00
2/7/2019					N			\$95.00 ✓
4	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	12/5/2018 ✓	N	N				BL80353-0267 ✓
	WTR ANALYSES					2/7/2019	12/5/2018	\$0.00
2/7/2019					N			\$516.00 ✓
5	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	12/27/2018 ✓	N	N				BL82380-0267 ✓
	WTR ANALYSES					2/7/2019	12/27/2018	\$0.00
2/7/2019					N			\$516.00 ✓
6	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	1/9/2019 ✓	N	N				BA90897-0267 ✓
	LAB FEES					2/8/2019	1/9/2019	\$0.00
2/7/2019					N			\$254.00 ✓
7	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	1/9/2019 ✓	N	N				BA90899-0267 ✓
	LAB FEES					2/8/2019	1/9/2019	\$0.00
2/7/2019					N			\$42.00 ✓
8	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	1/14/2019 ✓	N	N				BA91292-0267 ✓
	WTR ANALYSES					2/13/2019	1/14/2019	\$0.00
2/7/2019					N			\$630.00 ✓
9	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	1/14/2019 ✓	N	N				BA91304-0267 ✓
	WTR ANALYSES					2/13/2019	1/14/2019	\$0.00
2/7/2019					N			\$290.00 ✓
10	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	1/14/2019 ✓	N	N				BA91325-0267 ✓
	WTR ANALYSES					2/13/2019	1/14/2019	\$0.00
2/7/2019					N			\$48.00 ✓
11	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	1/14/2019 ✓	N	N				BA91327-0267 ✓
	WTR ANALYSES					2/13/2019	1/14/2019	\$0.00
2/7/2019					N			\$96.00 ✓
12	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	1/14/2019 ✓	N	N				BA91328-0267 ✓
	WTR ANALYSES					2/13/2019	1/14/2019	\$0.00
2/7/2019					N			\$96.00 ✓
13	CARQUEST AUTO PARTS / CARQUEST AUTO PARTS ✓	1/15/2019 ✓	N	N				7456-400465 ✓
	R&M OFC					2/14/2019	1/15/2019	\$0.00
2/7/2019					N			\$11.81 ✓
14	CITY OF JURUPA VALLEY / CITY OF JURUPA VALLEY ✓	1/8/2019 ✓	N	N				EP19-006 ✓
	PERMIT					2/7/2019	1/8/2019	\$0.00
2/7/2019					N			\$435.00 ✓
15	CITY OF JURUPA VALLEY / CITY OF JURUPA VALLEY ✓	1/8/2019 ✓	N	N				EP19-007 ✓
	PERMIT					2/7/2019	1/8/2019	\$0.00
2/7/2019					N			\$421.41 ✓
16	COMM-TECH COMM / COMM-TECH COMMUNICATION ✓	1/15/2019 ✓	N	N				19012044 ✓
	PRGM PHN SYSTM					2/14/2019	1/15/2019	\$0.00
2/7/2019					N			\$95.00 ✓
17	DUNBAR ARMORED / DUNBAR ARMORED INC. ✓	1/1/2019 ✓	N	N				4333973 ✓
	JAN ARMOR SVC					2/1/2019	1/1/2019	\$0.00
2/7/2019					N			\$881.57 ✓

  
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PO Number		Immediate GL Account	Immediate GL Account		Check #		Payment Date	Discount
GL Date					Credit Card	CC Reference #		Total Invoice
35	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	1/15/2019	N	N				BA91408-0267
LAB FEES								\$0.00
2/7/2019				N				\$254.00
36	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	1/17/2019	N	N				BA91734-0267
WTR ANALYSES								\$0.00
2/7/2019				N				\$96.00
37	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	1/22/2019	N	N				BA92095-0267
WTR ANALYSES								\$0.00
2/7/2019				N				\$32.00
38	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	1/22/2019	N	N				BA92188-0267
LAB FEES								\$0.00
2/7/2019				N				\$223.00
39	BOOT BARN / BOOT BARN	1/14/2019	N	N				IVC0163877
BOOTS - BGBEE/MORENO								\$0.00
2/7/2019				N				\$308.98
40	BRITHINEE ELECTRIC / BRITHINEE ELECTRIC	1/18/2019	N	N				WI006494
RWND PMP MTR								\$0.00
2/7/2019				N				\$19,207.12
41	CHASE CARD SERVICES / CHASE CARD SERVICES	1/17/2019	N	N				19J68671342.AA
OFC SUPPLIES								\$0.00
2/7/2019				N				\$118.54
42	CHASE CARD SERVICES / CHASE CARD SERVICES	1/17/2019	N	N				19J68671342.BB
JOB POST, SUPPLIES								\$0.00
2/7/2019				N				\$324.54
43	CHASE CARD SERVICES / CHASE CARD SERVICES	1/17/2019	N	N				19J68671342.CC
BANK FEES								\$0.00
2/7/2019				N				\$65.66
44	CROWN ACE HARDWARE / CROWN ACE HARDWARE	1/18/2019	N	N				077011
SUPPLIES								\$0.00
2/7/2019				N				\$4.84
45	CROWN ACE HARDWARE / CROWN ACE HARDWARE	1/22/2019	N	N				077037
SUPPLIES								\$0.00
2/7/2019				N				\$3.22
46	DE ANZA FENCE / DE ANZA FENCE CO	1/10/2019	N	N				9168
FENCE RPR								\$0.00
2/7/2019				N				\$465.00
47	GRAINGER / GRAINGER	1/14/2019	N	N				9056629679
SUPPLIES								\$0.00
2/7/2019				N				\$23.00
48	GRAINGER / GRAINGER	1/14/2019	N	N				9056629687
SUPPLIES								\$0.00
2/7/2019				N				\$23.89
49	HOME DEPOT / HOME DEPOT CREDIT SERVICES	1/16/2019	N	N				016304/7015447
SUPPLIES								\$0.00
2/7/2019				N				\$824.90
50	INFOSEND / INFOSEND, INC	12/31/2018	N	N				147387
POSTAGE DEPOSIT								\$0.00
2/7/2019				N				\$5,972.00
51	KH METALS / KH METALS & SUPPLY	1/16/2019	N	N				0462167
PARTS								\$0.00
2/7/2019				N				\$31.40

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GL Date					Credit Card	CC Reference #		Total Invoice
52	KH METALS / KH METALS & SUPPLY	1/16/2019	N	N				0462169
	SUPPLIES							\$0.00
2/7/2019					N			\$31.37
53	MERIT OIL / MERIT OIL COMPANY	1/15/2019	N	N				496753
	DIESEL FUEL							\$0.00
2/7/2019					N			\$385.98
54	MERIT OIL / MERIT OIL COMPANY	1/15/2019	N	N				496770
	DIESEL FUEL							\$0.00
2/7/2019					N			\$392.64
55	MERIT OIL / MERIT OIL COMPANY	1/16/2019	N	N				496649
	GASOLINE							\$0.00
2/7/2019					N			\$1,412.06
56	ORANGE COAST / ORANGE COAST PETROLEUM EQUI	1/16/2019	N	N				0237153
	CALIBRATE GAS PMP							\$0.00
2/7/2019					N			\$176.00
57	PRUDENTIAL OVERALL / PRUDENTIAL OVERALL SUP	1/16/2019	N	N				22738776
	FLR MTS							\$0.00
2/7/2019					N			\$105.05
58	PRUDENTIAL OVERALL / PRUDENTIAL OVERALL SUP	1/23/2019	N	N				22742316
	FLR MTS							\$0.00
2/7/2019					N			\$105.05
59	R&D MECHANICAL / R&D MECHANICAL SUPPLY, INC	1/8/2019	N	N				11002455
	SUPPLIES							\$0.00
2/7/2019					N			\$258.91
60	RCSD PETTY CASH / RCSD	1/17/2019	N	N				20190117
	PETTY CASH							\$0.00
2/7/2019					N			\$204.79
61	SCE / SCE	1/19/2019	N	N				19F2036525988
	SWR PMP ENRGY							\$0.00
2/7/2019					N			\$716.62
62	SCE / SCE	1/17/2019	N	N				19F2271820763
	WTR PMP ENRGY							\$0.00
2/7/2019					N			\$252.69
63	SCE / SCE	1/17/2019	N	N				19F2352968572
	WTR PMP ENRGY							\$0.00
2/7/2019					N			\$9,124.11
64	SCE / SCE	1/18/2019	N	N				19F2317448135
	SWR PMP ENRGY							\$0.00
2/7/2019					N			\$2,316.12
65	SCE / SCE	1/18/2019	N	N				19F2323283572
	SWR PMP ENRGY							\$0.00
2/7/2019					N			\$269.04
66	SITEONE / SITEONE LANDSCAPE SUPPLY, LLC	1/16/2019	N	N				88734241-001
	SUPPLIES							\$0.00
2/7/2019					N			\$12.83
67	STREAMLINE / STREAMLINE	1/18/2019	N	N				99319
	WEBSITE							\$0.00
2/7/2019					N			\$400.00
68	UPS / UNITED PARCEL SERVICE	1/12/2019	N	N				0000F908W2029
	POSTAGE							\$0.00
2/7/2019					N			\$33.48



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PO Number		Immediate GL Account	Immediate GL Account		Check #		Payment Date	Discount
GL Date					Credit Card	CC Reference #		Total Invoice
86	CARQUEST AUTO PARTS / CARQUEST AUTO PARTS	1/22/2019	N	N				7456-401018 ✓
R&M EQUIP								\$0.00
2/7/2019				N				\$1.71 ✓
87	CROWN ACE HARDWARE / CROWN ACE HARDWARE	1/24/2019	N	N				077062 ✓
CEMENT								\$0.00
2/7/2019				N				\$49.46 ✓
88	DEGUIRE, JAMES / DEGUIRE, JAMES	1/29/2019	N	N				20190129 ✓
RETENTION								\$0.00
2/7/2019				N				\$1,468.60 ✓
89	DEGUIRE, JAMES / DEGUIRE, JAMES	1/29/2019	N	N				2018-9 ✓
WEED ABATEMENT								\$0.00
2/7/2019				N				\$345.78 ✓
90	DURNEY DON / DURNEY, DON	1/22/2019	N	N				20190122 ✓
JAN '19 GRDNG SVC								\$0.00
2/7/2019				N				\$135.00 ✓
91	EVERSOFT / EVERSOFT	1/1/2019	N	N				R1894743 ✓
JAN '19 SOFTNER RENT								\$0.00
2/7/2019				N				\$528.16 ✓
92	EVERSOFT / EVERSOFT	2/1/2019	N	N				R1906074 ✓
FEB '19 SOFTNER RENT								\$0.00
2/7/2019				N				\$528.16 ✓
93	INLAND WATER WORKS / INLAND WATER WORKS SU	1/22/2019	N	N				S1019389.001 ✓
POLYMER COVERS								\$0.00
2/7/2019				N				\$171.83 ✓
94	INLAND WATER WORKS / INLAND WATER WORKS SU	1/24/2019	N	N				S1019982.001 ✓
CLAMPS								\$0.00
2/7/2019				N				\$269.41 ✓
95	JADTEC SECURITY / JADTEC SECURITY SVCS, INC.	2/1/2019	N	N				2024066 ✓
MONITORING SVC								\$0.00
2/7/2019				N				\$53.85 ✓
96	LUCE COMMUNICATIONS / LUCE COMMUNICATIONS.	1/18/2019	N	N				27144531 ✓
WA41 FN 1/08								\$0.00
2/7/2019				N				\$172.88 ✓
97	LUCE COMMUNICATIONS / LUCE COMMUNICATIONS.	1/18/2019	N	N				2714532 ✓
WA41 INV 1/10								\$0.00
2/7/2019				N				\$757.80 ✓
98	LUCE COMMUNICATIONS / LUCE COMMUNICATIONS.	1/18/2019	N	N				2714533 ✓
CLSNG BILLS 1/11								\$0.00
2/7/2019				N				\$5.89 ✓
99	MCMASTER-CARR / McMASTER-CARR SUPPLY CO	1/22/2019	N	N				84477597 ✓
R&M WTR								\$0.00
2/7/2019				N				\$484.19 ✓
100	MERIT OIL / MERIT OIL COMPANY	1/23/2019	N	N				499074 ✓
GASOLINE								\$0.00
2/7/2019				N				\$1,382.74 ✓
101	MERIT OIL / MERIT OIL COMPANY	1/25/2019	N	N				498598 ✓
DIESEL FUEL								\$0.00
2/7/2019				N				\$204.00 ✓
102	R&D MECHANICAL / R&D MECHANICAL SUPPLY, INC	1/23/2019	N	N				11002476 ✓
PARTS								\$0.00
2/7/2019				N				\$7.61 ✓





**AP Enter Bills Edit Report**  
**Rubidoux Community Services District (RCSACT)**  
 Batch: AAAAEL

1/30/2019 12:11:34 PM

Page 8

Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Due Date	Discount Date	Invoice #
PO Number		Immediate GL Account			Check #		Payment Date	Discount
GL Date					Credit Card	CC Reference #		Total Invoice
120	RING BENDER / RING BENDER LLP	1/8/2019	N	N			2/7/2019	08480
	CITY RVSD LITGN						1/8/2019	\$0.00
2/7/2019					N			\$22,446.00
121	RIVERSIDE CITY / RIVERSIDE CITY	1/15/2019	N	N			2/14/2019	0247354.A
	NOV '18 TRTMT						1/15/2019	\$0.00
2/7/2019					N			\$126,748.00
122	RIVERSIDE CITY / RIVERSIDE CITY	1/15/2019	N	N			2/14/2019	00247354.B
	NOV '18 SURCHG						1/15/2019	\$0.00
2/7/2019					N			\$28,843.17
123	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC	1/30/2019	N	N			2/28/2019	0109_012919.A
	COMM TRSH 1/9-1/29						1/30/2019	\$0.00
2/7/2019					N			\$52,385.59
124	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC	1/30/2019	N	N			2/28/2019	0109_012919.B
	RES TRSH 1/9-1/29						1/30/2019	\$0.00
2/7/2019					N			\$132,719.81
125	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC	1/30/2019	N	N			2/28/2019	0109_012919.C
	RCSD SHR COMM						1/30/2019	\$0.00
2/7/2019					N			(\$5,240.34)
126	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC	1/30/2019	N	N			2/28/2019	0109_012919.D
	RCSD SHR RES						1/30/2019	\$0.00
2/7/2019					N			(\$1,316.18)
127	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC	1/30/2019	N	N			2/28/2019	0109_012919.E
	BILLING FEE						1/30/2019	\$0.00
2/7/2019					N			(\$3,000.00)
128	WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI	12/29/2018	N	N			2/7/2019	186105
	CITY RVSD LITGN						12/29/2018	\$0.00
2/7/2019					N			\$487.50

Grand Totals

Total Direct Expense: \$952,314.18  
 Total Direct Expense Adj: (\$9,556.52)  
 Total Non-Electronic Transactions: \$942,757.66

Report Summary

Report Selection Criteria  
 Report Type: Condensed  
 Start End  
 Transaction Number: Start End

6. ACKNOWLEDGEMENTS – MEMBERS OF THE PUBLIC MAY ADDRESS  
THE BOARD AT THIS TIME ON ANY NON-AGENDA MATTER

7. CORRESPONDENCE AND RELATED INFORMATION

Jane F. Anderson, President  
Richard "Dickie" Simmons, Vice President  
Betty Folsom, Director  
Kenneth J. McLaughlin, Director  
Betty A. Anderson, Director



*2/5 copy  
Board Packet  
@*

January 30, 2019

Board President Armando Muniz  
Rubidoux Community Services District  
3590 Rubidoux Blvd  
Rubidoux, CA 92509

Dear Honorable Board President Muniz:

On behalf of the Board of Directors of the Jurupa Community Services District (JCSD), I would like to follow-up with you on a previous letter (attached) dated November 27, 2018, requesting your Board's consideration of the formation of a joint taskforce committee to evaluate the benefits of creating a new Community Services District that would serve our combined territories.

JCSD held a regular Board meeting on January 28, 2019, and there was an agenda item to discuss this issue. Due to changes in our staffing, including the resignation of our General Manager, JCSD would like to defer this issue until we have a new General Manager in place to assist with this. We understand you also have some senior management changes and we hope this will enable both districts the sufficient time and staffing needed to thoroughly review this potential consolidation.

We anticipate having a new General Manager on board in May or June of this year. Meanwhile, we hope your District will still consider this option and we are available to discuss or answer any questions you have.

Sincerely,

A handwritten signature in black ink, appearing to read "Eldon E. Horst", written over a white background.

Eldon E. Horst  
JCSD Board Consultant

Enc. November 27, 2018 Correspondence

cc: Dave Lopez, RCSD General Manager  
RCSD Board Members  
JCSD Board Members



Betty A. Anderson, President  
Jane F. Anderson, Vice President  
Richard "Dickie" Simmons, Director  
Betty Folsom, Director  
Kenneth J. McLaughlin, Director

November 27, 2018

Board President Bernard Murphy  
**Rubidoux Community Services District**  
3590 Rubidoux Blvd  
Rubidoux, CA 92509

Dear Honorable Board President Murphy:

On behalf of the Board of Directors of the Jurupa Community Services District (JCSD), I extend to you and the Board of Directors of the Rubidoux Community Services District (RCSD) the following request for consideration.

For more than 60 years, JCSD and RCSD have evolved with the changing needs of our growing communities. New services and policies have been developed to both provide opportunities and meet challenges of the communities we serve. Now, as the cities of Jurupa Valley and Eastvale are financially stable, it is the appropriate time to review our respective organizations to determine how best to service the residents and businesses of each community into the future.

*JCSD respectfully requests our organizations work together to form a joint taskforce committee charged with evaluating the benefits of creating a new Community Services District that would serve our combined territories.*

The taskforce will evaluate the benefits of joint administration and economies of scale of a consolidated agency. Initially, two board members and appropriate staff members from each agency could represent the districts to develop agenda topics and issues to be analyzed and discussed. Timing, feasibility and other primary questions would be addressed in open meetings, offering transparency and accountability to all interested customers and stakeholders.

As California's first Community Services District, RCSD is a recognized leader in establishing efficient local government. JCSD firmly believes we can write our region's next chapter together. Forming a more effective governance structure for our communities would present significant customer benefits and advantages.

Board President Bernard Murphy  
November 27, 2018  
Page 2

Sincerely,

A handwritten signature in blue ink, appearing to read "Todd M. Corbin". The signature is fluid and cursive, with the first name "Todd" being the most prominent.

Todd M. Corbin  
General Manager

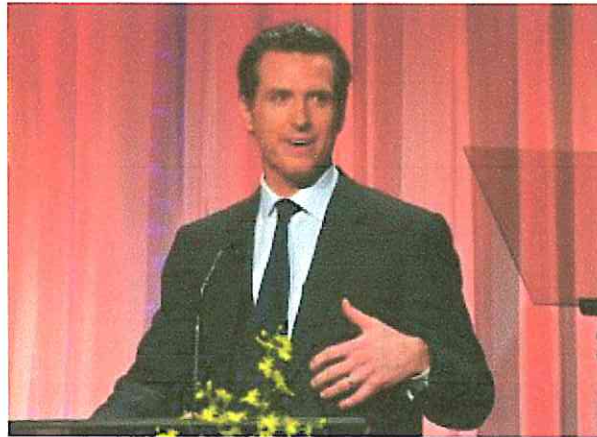
cc: Dave Lopez, RCSD General Manager  
RCSD Board Members  
JCSD Board Members

- Washington Free Beacon - <https://freebeacon.com> -

## Newsom's New 'Water Tax' Poses Test for California GOP

Posted By *Susan Crabtree* On January 22, 2019 @ 12:00 pm In Politics | [No Comments](#)

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California Republicans are gearing up to target several vulnerable Democratic state legislators in an effort to block Democratic governor Gavin Newsom's proposed new tax on drinking water.

In his budget blueprint released two weeks into his tenure as governor, Newsom said he planned to create a "safe and affordable drinking water fund," to help poor communities clean up contaminated water systems.

Supporters say the new tax would only cost each residential water customer 95 cents per month in an effort to raise \$110 million a year for the fund.

Opponents counter that improvements for water systems in specific communities around the state shouldn't require a new tax, especially when the state already has a \$14.8 million budget surplus and has the [highest state tax burden](#) in the country.

Even though California Democrats won big at the polls in November, passing a new water tax is not a slam dunk in the legislature because state law requires a two-thirds supermajority vote to impose a new tax law, and recent efforts to levy new taxes across the state for water initiatives have failed.

Former governor Jerry Brown tried to push the water tax through the legislature last year, but the effort sparked protests from segments of the agricultural community and the Association of California Water Agencies (ACWA).

The ACWA represents more than 400 water districts. Brown tried to turn the program into a voluntary tax, but that effort also failed.

Democrats regained the super-majority in the legislature by stacking up big wins in November, making it easier to pass new taxes. Still, in that same election, California voters rejected an \$8.9 billion proposed water bond expected to generate a \$500 million fund for clean drinking water.

California Republicans and conservative activists are girding to battle a number of new tax hikes with Newsom at the helm and a Democratic super-majority in the state legislature.

Already, they helped put a halt to a proposed tax on text messages in the state that angered Silicon Valley. They are also beginning to fight an expected Democratic effort to repeal the state's decades-old Proposition 13, which would dramatically increase property taxes.

Carl DeMaio, a radio talk show host and the chairman of Reform America, a conservative group that unsuccessfully targeted the state's latest gas-tax hike last year, said the new water tax may appear as a modest new tax on consumers, but it's just one element of Newsom's multi-pronged plan to raise a number of taxes on California residents.

"I warned you this was coming: Gov. Gavin Newsom has proposed a massive water tax! Yes, in addition to the cost of water charged on your utility bill, you will now be taxed for wanting to drink water," DeMaio told supporters in a recent email.

"We must fight this—or more bizarre tax hikes will surely be added," he wrote. "The water tax is on top of the [texting] tax and gas-tax hikes. And Sacramento politicians are supporting a repeal of Prop 13 on the 2020 ballot to hike property taxes too."

DeMaio said he plans to launch a campaign to stop the water tax by targeting several vulnerable state legislators in an effort to "bring maximum pressure to block this ridiculous tax."

Newsom, during a budget press conference earlier this month, cited figures he said showed that roughly 1 million Californians don't have access to safe drinking water.



A [McClatchy investigation](#) in 2018 found that 360,000 Californians rely on water that does not meet state standards for toxins and that 6 million Californians get their drinking water from water companies that have violated state standards at least one time since 2012.

"That is a disgrace," Newsom said at a budget press conference.

He followed up with a visit to the Central Valley where he discussed the issue directly with residents who have experienced problems with their drinking water.

"We met with resident who cannot drink or bath with the water in their homes—while paying more for it than those in Beverly Hills," Newsom [tweeted](#) Jan. 11th.

ACWA Deputy Executive Cindy Tuck tried to clarify that only a small percentage of California residents do not have safe drinking water, something she agreed was an "unacceptable reality."

"ACWA believes that making access to safe drinking water for all Californians should be a top priority for the state," she said in a statement. "However, a statewide water tax is highly problematic and is not necessary when alternative funding solutions exist and the state has a huge budget surplus."

Tuck said she wants to work with Newsom, his administration and the legislature and other stakeholders on "finding a solution that does not impose a statewide water tax."

The vast majority of Californians with unsafe drinking water are located in the Southern Joaquin Valley and Mojave Desert, the McClatchy investigation found.

Jon Coupal of the Howard Jarvis Taxpayer Association also argues that any effort to address to improve drinking water for specific communities in California should draw on the state's budget surplus.

Coupal has called Newsom's proposal an example of "California's knee-jerk reaction to default to a new tax whenever there's a problem."

Steve Frank, a candidate for California Republican Party chairman, said Republicans in the state need to drive home the message that Democrats are continuously looking for new tax revenue streams.

Even though the state's Republican party collected \$34 million in the last election cycle, the most money raised by any single state party, Democrat or Republican, California Republicans still lacked any type of coherent message, Frank said.

"There was none," he said. "If you don't have a message, you don't get the people to vote."

Newsom's new flurry of new tax proposals should help spur Republicans into action if they are serious about regaining their footing and resurrecting their organization and focusing their messaging, he added.

"Are you aware that Gavin Newsom wants to tax you on your water?" Frank asked in a [recent interview](#) with the *Ventura County Reporter*. "That's just one example of the overreach of the Democrat party, and that the Republican party needs to point out to folks. Every time they see a bottle of water, they should be seeing a Democrat and a tax, and that's our responsibility."

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Article printed from Washington Free Beacon: <https://freebeacon.com>

URL to article: <https://freebeacon.com/politics/newsoms-new-water-tax-poses-test-for-california-gop/>

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## 8. MANAGER'S REPORT

- a) Operations Report
- b) Incident and Emergency Report

9. CONSIDERATION TO ADOPT RESOLUTION NO. 2019-846, A  
RESOLUTION TRANSFERRING CERTAIN PROPERTY TAX FROM  
THE COUNTY OF RIVERSIDE TO THE RCSD:  
**DM 2019-03**

# Rubidoux Community Services District

## Board of Directors

Hank Trueba Jr  
John Skerbelis  
Armando Muniz  
Bernard Murphy  
F. Forest Trowbridge



## Secretary-Manager

David D. Lopez

---

Water Resource Management    Refuse Collection    Street Lights    Fire / Emergency Services    Weed Abatement

## DIRECTORS MEMORANDUM 2019-03

February 7, 2019

To: Rubidoux Community Services District  
Board of Directors

Subject: Consideration to Approve Resolution 2019-846, a Resolution Transferring Certain Property Tax Revenue Between the County of Riverside and the Rubidoux Community Services District. LAFCO Annexation 2018-04-2 and 2018-05-2 (Highland Park)

### **BACKGROUND:**

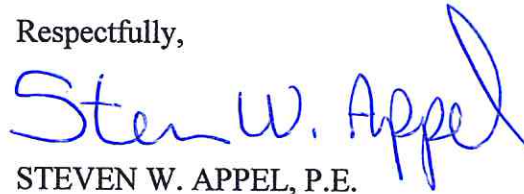
The Rubidoux Community Services District (District or RCSD) was contacted by a developer desiring District services to a portion of the proposed Highland Park development. Highland Park is a 128-acre residential development consisting of 398 homes. Approximately 280 of the homes will be served by the District while the remaining will be served by the Jurupa Community Services District. The proposed development is north of the intersection of Pacific Avenue and Canal street as shown on attachment "A". Since the development is outside of our current service boundary, the development is required to annex into the District's service area. At his cost, the developer has begun the annexation process with the Local Area Formation Commission (aka LAFCO).

As part of the annexation process, the District is requesting from Riverside County, an exchange of certain property tax revenue to include, but not limited to 100% of the structural fire protection tax for the area to be annexed into the District. Approval of the attached Resolution 2019-846 will exchange the appropriate tax revenue between the County and the District (Attachment "B"). The County will consider a similar Resolution at a future Board of Supervisors meeting. Finally, once the tax transfer Resolutions have been approved, LAFCO will consider the developer's annexation request at their February or March, 2019 meeting.

**RECOMMENDATION:**

Staff recommends approval of Resolution 2019-846 to the Rubidoux Community Services District Board of Directors.

Respectfully,



STEVEN W. APPEL, P.E.  
Assistant General Manager/  
District Engineer

Attachments:

- "A" - Annexation Area Map;
- "B" - RCSD Resolution 2019-846

## RESOLUTION NO. 2019-846

### A RESOLUTION OF THE BOARD OF DIRECTORS OF RUBIDOUX COMMUNITY SERVICES DISTRICT DETERMINING THE AMOUNT OF PROPERTY TAX REVENUE TO BE EXCHANGED BETWEEN THE COUNTY OF RIVERSIDE AND THE RUBIDOUX COMMUNITY SERVICES DISTRICT RELATING TO LAFCO ANNEXATION 2018-04-2 AND 2018-05-2 TO THE RUBIDOUX COMMUNITY SERVICES DISTRICT

**BE IT RESOLVED** by the Board of Directors of the Rubidoux Community Services District, in regular session assembled on February 7, 2019, that:

1. The County of Riverside and the Rubidoux Community Services District are the agencies whose area of responsibility for service would be affected by the annexation (Highland Park, see attached Exhibit "A") to the District, designated as LAFCO 2018-04-2 and 2018-05-2.

2. Representatives of each of the affected agencies have met and negotiated the following exchange of property tax revenue to become effective beginning July 1 of the subsequent calendar year following the date of annexation of the parcels identified in LAFCO 2018-04-2 and 2018-05-2 (Highland Park), as TTM 31894-1 and TTM 31894-2 (APNs 177-020-016, 177-020-017, 177-030-002, 177-030-004, 177-030-006, 177-030-010, 177-030-016, 177-110-006, 177-110-007, 177-110-008, 177-110-020, 177-110-021, 177-110-022, por. 177-020-004, por. 177-030-001, and por. 177-030-003).

- a. The Rubidoux Community Services District shall assume the service responsibility for the suppression and prevention of structural fires in the area to be annexed, for which purpose it maintains a Fire Department, and for such service assumption shall receive 100% of that portion of the property tax revenues generated within the territory to be annexed that is presently collected by the County of Riverside as a structural fire protection tax.
- b. The Rubidoux Community Services District shall assume the responsibility for all other general municipal services to the area to be annexed as are required by law or presently provided throughout the District.
- c. The County Auditor shall convert the above established percentage figures into actual dollar figures and thereafter allocate such property tax revenue in accordance with the provisions of Section 95 et seq. of the Revenue and Taxation Code.

3. The Board of Directors of the Rubidoux Community Services District hereby agrees to the above recited exchange of property tax revenue.

4. The Clerk shall transmit a certified copy of this resolution to each affected agency, to the Executive Office of the Local Agency Formation Commission and to the Auditor of the County of Riverside pursuant to Section 99 of the Revenue and Taxation Code.

---

Hank Trueba, President  
Rubidoux Community Services District

(Seal)

**ATTEST:**

---

David D. Lopez  
Secretary to the Board

**APPROVED AS TO FORM AND CONTENT:**

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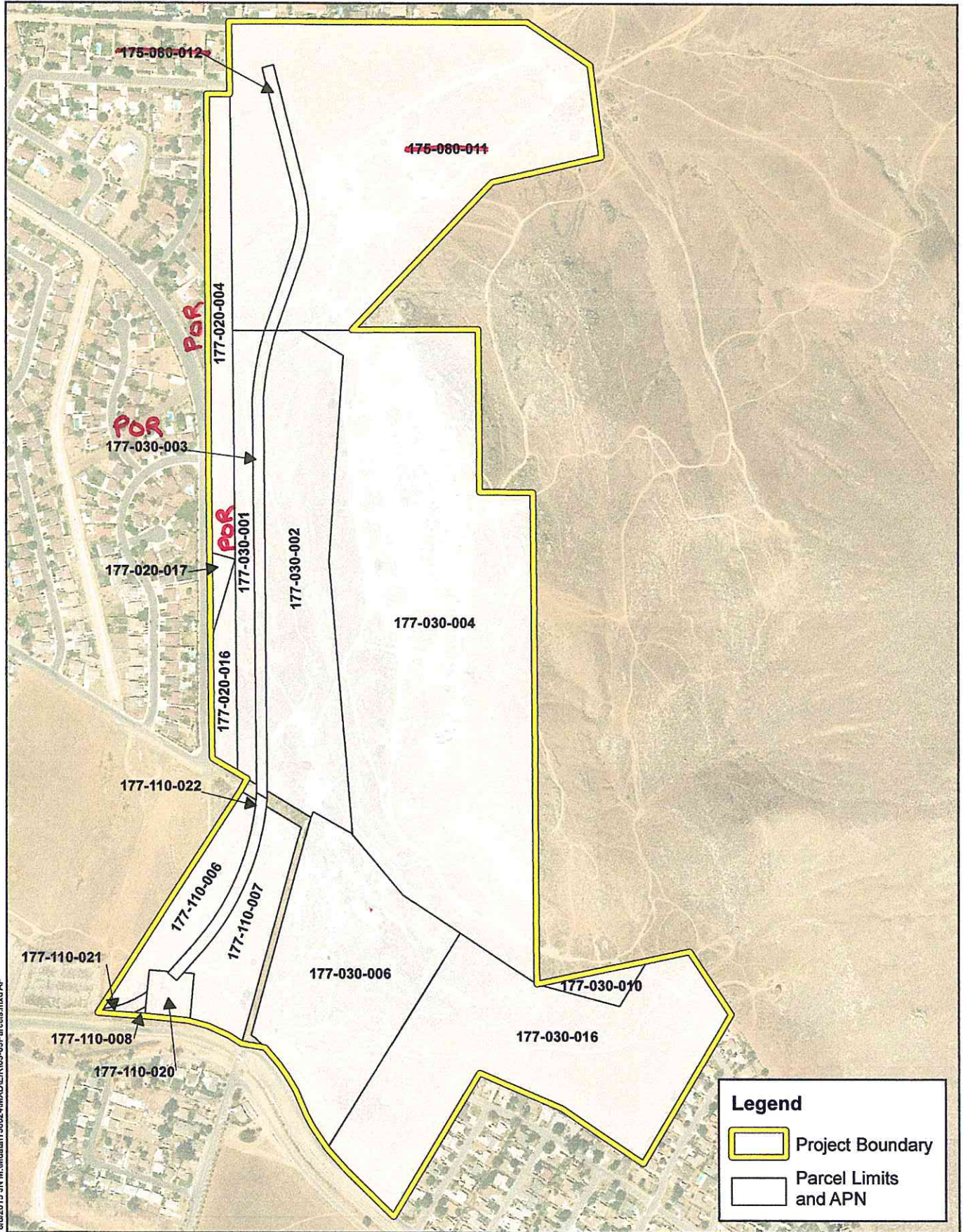
John R. Harper  
District Counsel

I certify that the above resolution was passed and adopted by the Board of Directors of Rubidoux Community Services District, Jurupa Valley, California, on February 7, 2019.

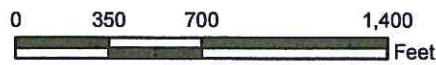
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David D. Lopez  
Secretary- Manager





8/6/2015 JN M:\Mdata\136024\MXD\EIFR03-03\Parcels.mxd AP

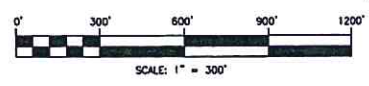
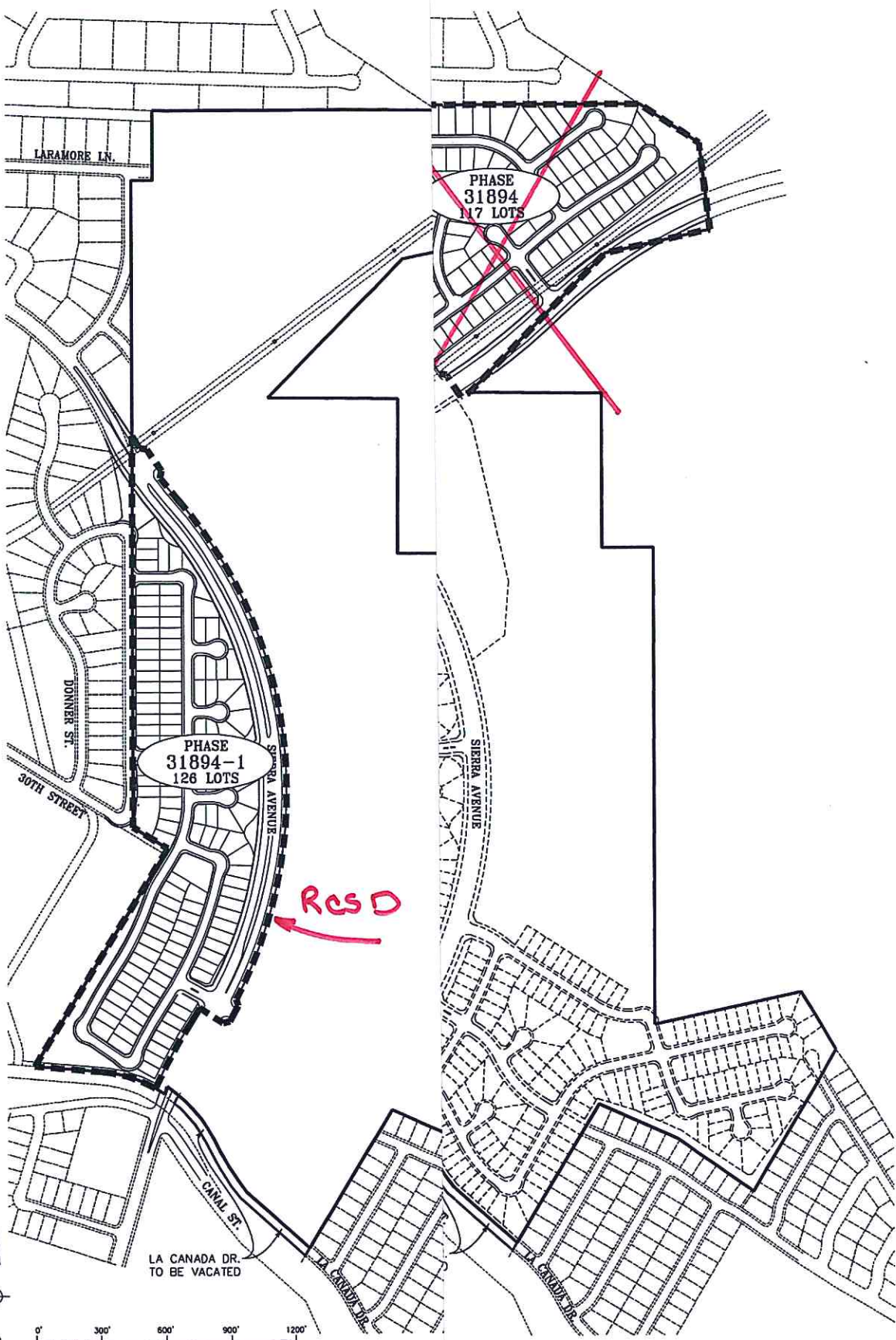


Source: Riverside County GIS, Eagle Aerial 2013

HIGHLAND PARK  
DRAFT ENVIRONMENTAL IMPACT REPORT  
**Assessor's Parcel Numbers**

To RCSD

Figure 2



10. CONSIDERATION TO ADOPT RESOLUTION NO. 2019-847, A  
RESOLUTION TRANSFERRING CERTAIN PROPERTY TAX FROM  
THE COUNTY OF RIVERSIDE TO THE RCSD:

**DM 2019-04**

# Rubidoux Community Services District

## Board of Directors

Hank Trueba Jr  
John Skerbelis  
Armando Muniz  
Bernard Murphy  
F. Forest Trowbridge

## Secretary-Manager

David D. Lopez



---

Water Resource Management    Refuse Collection    Street Lights    Fire / Emergency Services    Weed Abatement

## DIRECTORS MEMORANDUM 2019-04

February 7, 2019

To:     Rubidoux Community Services District  
         Board of Directors

Subject: Consideration to Approve Resolution 2019-847, a Resolution Transferring Certain Property Tax Revenue Between the County of Riverside and the Rubidoux Community Services District. LAFCO Annexation 2018-10-2 (CalPortland)

### **BACKGROUND:**

The Rubidoux Community Services District (District or RCSD) was contacted by a developer desiring District services to a parcel of land for a CalPortland testing facility. CalPortland is proposing to use an existing building on the 9.54-acre lot that had previously been served by a private Well (owned by Riverside Cement) and a septic tank system.

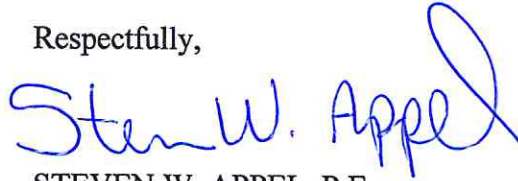
The proposed development is located near the intersection of Rubidoux Blvd and El Rivino Rd. as shown on attachment "A". Since the development is outside of our current service boundary, the development is required to annex into the District's service area. At his cost, the developer has begun the annexation process with the Local Area Formation Commission (aka LAFCO).

As part of the annexation process, the District is requesting from Riverside County, an exchange of certain property tax revenue to include, but not limited to 100% of the structural fire protection tax for the area to be annexed into the District. Approval of the attached Resolution 2019-847 will exchange the appropriate tax revenue between the County and the District (Attachment "B"). The County will consider a similar Resolution at a future Board of Supervisors meeting. Finally, once the tax transfer Resolutions have been approved, LAFCO will consider the developer's annexation request at their February or March, 2019 meeting.

**RECOMMENDATION:**

Staff recommends approval of Resolution 2019-847 to the Rubidoux Community Services District Board of Directors.

Respectfully,



STEVEN W. APPEL, P.E.  
Assistant General Manager/  
District Engineer

Attachments:

- "A" - Annexation Area Map;
- "B" - RCSD Resolution 2019-847

## RESOLUTION NO. 2019-847

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF RUBIDOUX COMMUNITY SERVICES DISTRICT DETERMINING THE AMOUNT OF PROPERTY TAX REVENUE TO BE EXCHANGED BETWEEN THE COUNTY OF RIVERSIDE AND THE RUBIDOUX COMMUNITY SERVICES DISTRICT RELATING TO LAFCO ANNEXATION 2018-10-2 TO THE RUBIDOUX COMMUNITY SERVICES DISTRICT**

**BE IT RESOLVED** by the Board of Directors of the Rubidoux Community Services District, in regular session assembled on February 7, 2019, that:

1. The County of Riverside and the Rubidoux Community Services District are the agencies whose area of responsibility for service would be affected by the annexation (CalPortland, see attached Exhibit "A") to the District, designated as LAFCO 2018-10-2

2. Representatives of each of the affected agencies have met and negotiated the following exchange of property tax revenue to become effective beginning July 1 of the subsequent calendar year following the date of annexation of the parcels identified in LAFCO 2018-10-2 (CalPortland), APN 175-170-045.

a. The Rubidoux Community Services District shall assume the service responsibility for the suppression and prevention of structural fires in the area to be annexed, for which purpose it maintains a Fire Department, and for such service assumption shall receive 100% of that portion of the property tax revenues generated within the territory to be annexed that is presently collected by the County of Riverside as a structural fire protection tax.

b. The Rubidoux Community Services District shall assume the responsibility for all other general municipal services to the area to be annexed as are required by law or presently provided throughout the District.

c. The County Auditor shall convert the above established percentage figures into actual dollar figures and thereafter allocate such property tax revenue in accordance with the provisions of Section 95 et seq. of the Revenue and Taxation Code.

3. The Board of Directors of the Rubidoux Community Services District hereby agrees to the above recited exchange of property tax revenue.

4. The Clerk shall transmit a certified copy of this resolution to each affected agency, to the Executive Office of the Local Agency Formation Commission and to the

Auditor of the County of Riverside pursuant to Section 99 of the Revenue and Taxation Code.

---

Hank Trueba, President  
Rubidoux Community Services District

(Seal)

**ATTEST:**

---

David D. Lopez  
Secretary to the Board

**APPROVED AS TO FORM AND CONTENT:**

---

John R. Harper  
District Counsel

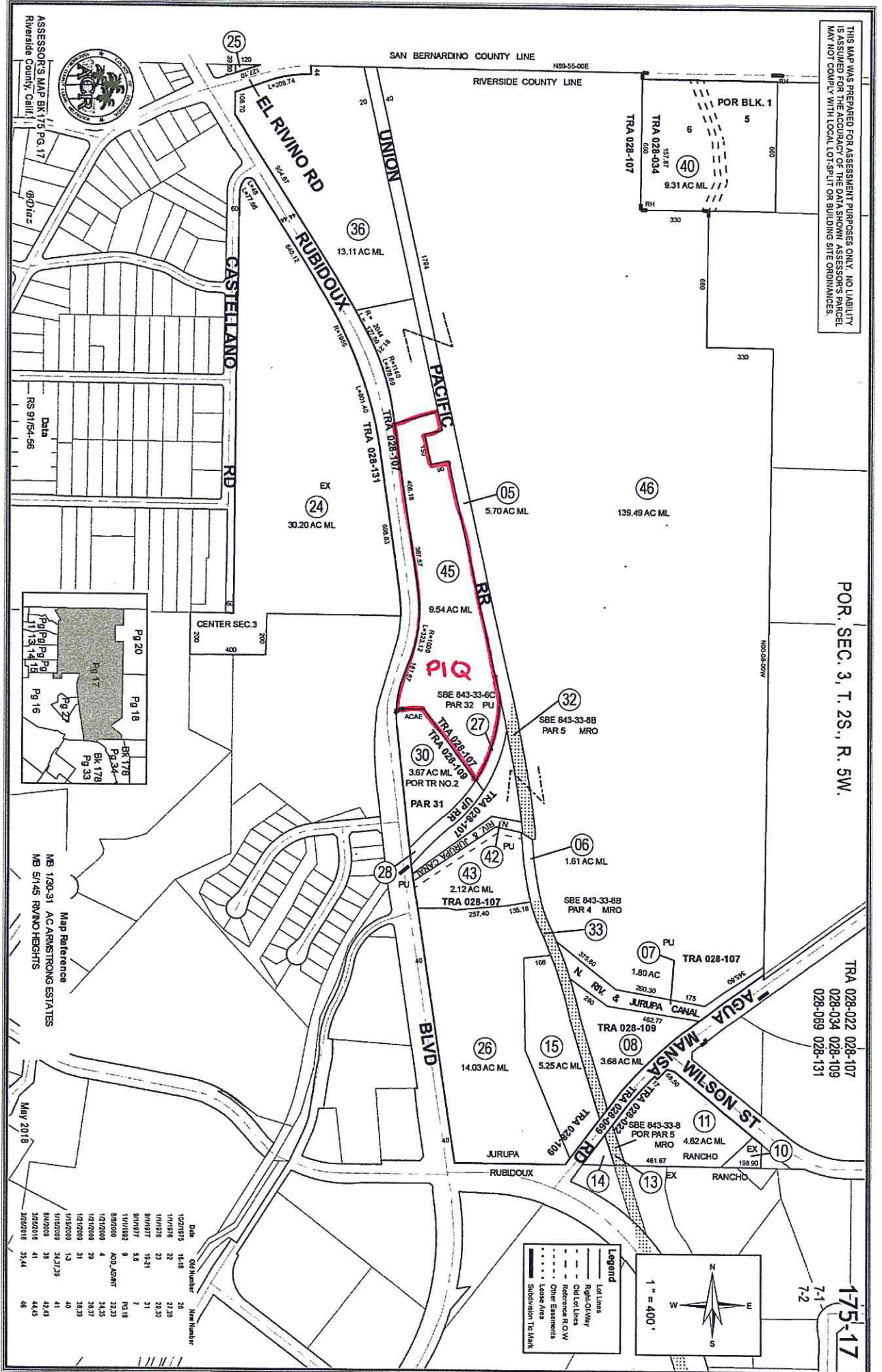
I certify that the above resolution was passed and adopted by the Board of Directors of Rubidoux Community Services District, Jurupa Valley, California, on February 7, 2019.

---

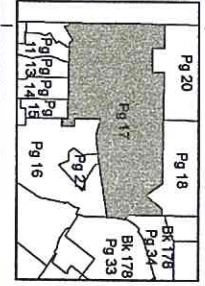
David D. Lopez  
Secretary- Manager

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

POR. SEC. 3, T. 2S., R. 5W.



ASSESSOR'S MAP BK 175 PG. 17  
Riverside County, Calif.



Map Reference  
MS 1750-31 AC ARMSTRONG ESTATES  
MS 5145 RIVANO HEIGHTS

Map 2018

Date	Old Number	New Number
10/28/85	15-18	26
11/18/88	22	27,28
11/18/88	23	28,30
9/10/87	19,21	31
9/10/87	5,6	7
11/11/82	8	10,18
8/6/2008	ADD, S.W.F.	32,33
10/10/08	4	34,35
10/10/08	29	36,37
10/10/08	31	38,39
10/10/08	1,3	40
10/10/08	32,33	41
10/10/08	31	42,43
10/10/08	41	44,45
10/10/08	33,44	46

TRA 028-022 028-107  
028-094 028-109  
028-089 028-131

175-17  
7-1  
7-2



11. STATUS UPDATE ON THE PURCHASE OF THE COUNTY OF  
RIVERSIDE'S FLEET SERVICES FACILITY  
(SURPLUS PROPERTY): **DM 2019-05**

# Rubidoux Community Services District

## Board of Directors

Christopher Barajas  
Armando Muniz  
Bernard Murphy  
F. Forest Trowbridge  
Hank Trueba Jr.



## Secretary-Manager

David D. Lopez

---

Water Resource Management    Refuse Collection    Street Lights    Fire / Emergency Services    Weed Abatement

**DIRECTORS MEMORANDUM 2019-05**

February 7, 2019

To:     Rubidoux Community Services District  
         Board of Directors

Subject:    Status Update on the Purchase of the County of Riverside's Fleet Services Facility  
              (5293 Mission)

## **BACKGROUND:**

Last November, Staff presented to the Board Directors Memorandum 2018-68, which was an authorization to execute a non-binding offer to purchase the County of Riverside's surplus Fleet Services Facility located at the corner of Mission Blvd and Crestmore Rd (5293 Mission Blvd). A copy of DM 2018-68 and the presentation slides are attached as Exhibit "A" to provide context and information.

As part of the non-binding agreement the District submitted, the County allowed us to include a 90-day due diligence period allowing us further time to evaluate the property and to take a wait-and-see position with respect to the on-going litigation.

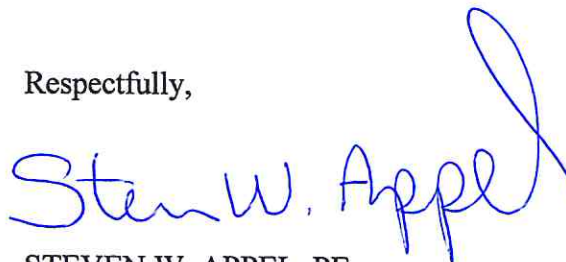
Recently, the 90-day period has expired, and the County has provided the District with a Purchase Agreement and Escrow Instructions to formalize our intent to purchase the property with the expectation of moving forward with the transaction. The agreement has been reviewed by the District with no objections and it is attached as Exhibit "B". As a continuing accommodation, the County is allowing the District to terminate the agreement no later than April 1, 2019 (section 7.3) with no penalty but expects the escrow to close by April 15, 2019 (Section 1.h).

Although Staff continues to believe this facility is an ideal fit for the District, given the continuing uncertainty of the litigation with the City of Riverside, we do not feel it would be in the best interest of the District to proceed under these circumstances. When the litigation is resolved, and if the property is still available, Staff would recommend proceeding with the purchase. Until that time, the County should not delay the marketing of the property to other interested parties.

**RECOMMENDATION:**

In consideration of the above and barring any discussion to the contrary, Staff recommends the Board not pursue the purchase of the County of Riverside's Fleet Services Facility located at 5293 Mission Blvd.

Respectfully,



STEVEN W. APPEL, PE  
Assistant General Manager/  
District Engineer

attach: "A" – DM 2018-68 (Non-binding offer authorization)  
"B" –Purchase Agreement and Joint Escrow Instructions

# Rubidoux Community Services District

## Board of Directors

Christopher Barajas  
Armando Muniz  
Bernard Murphy  
F. Forest Trowbridge  
Hank Trueba Jr.



## Secretary-Manager

David D. Lopez

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Water Resource Management    Refuse Collection    Street Lights    Fire / Emergency Services    Weed Abatement

**DIRECTORS MEMORANDUM 2018-68**

November 1, 2018

To:     Rubidoux Community Services District  
         Board of Directors

Subject:    Authorization to Submit a Non-Binding "Letter of Interest" Requesting a 90 Day Due Diligence for County of Riverside Surplus Property – Fleet Services Facility (5293 Mission)

## **BACKGROUND:**

For nine years, the Rubidoux Community Services District has contemplated the construction of a new field/main office to accommodate District staff and equipment. A design concept was reviewed and approved by the Board of Directors to build the new facility behind the existing main office on a District owned two-acre parcel. For a number of reasons, the new office project has been delayed.

In late August, the District received a letter from the County of Riverside Economic Development Agency notifying us of their intent to surplus the existing Fleet Services facility at the corner of Mission and Crestmore. A copy of the letter is attached for your review as attachment "A". Upon receipt of the letter, Staff believed this facility could lend itself as an alternate property for our intended field/main office. Staff toured the existing facility and indeed believes the property would be an ideal fit for our purposes.

## **PRESENTATION BY STAFF**

Currently, the property is being offered to public agencies only, but if no interest is received, the County will officially surplus the property and list for sale. Based on phone conversations with Riverside County Real Estate division representatives, in order for the District to delay the County from public sale of the property they need a non-binding letter of intent to purchase the facility (included as attachment "B"). In the letter of intent, the District will specify a 90-day due diligence period to allow the District to inspect and/or secure

purchase financing. Since the letter is non-binding, the District will have the right to “walk away” from the deal at our choosing.

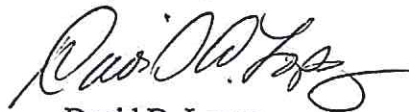
Given the uncertainty of the on-going litigation, a 90-day due diligence period will allow us to take a wait-and-see position.

In a presentation made to the Board in January 2017, the estimate to construct our proposed field/main office facility was almost \$11,000,000.00. The Fleet Services Facility is being offered at \$10,200,000.00.

**RECOMMENDATION:**

Staff recommends the Board authorize Staff to send the non-binding letter of intent to purchase the County of Riverside’s Fleet Services Facility (5293 Mission Blvd) with a 90-day due diligence period.

Respectfully,



David D. Lopez  
Secretary-Manager

attach: “A” – County EDA Letter dated August 27, 2018  
“B” –Draft Non-binding offer of intent to purchase

"A"



*Handwritten signature/initials*

August 27, 2018

David D. Lopez, General Manager  
Rubidoux Community Services District  
3590 Rubidoux Blvd.  
Riverside, California 92509

Re: Surplus Building Notification:  
Assessor Parcel Numbers 179-300-001 thru 010 and 179-300-013 thru 020

To whom it may concern:

This letter shall serve as written notice as required by Sections 54220 through 54232 of the Government Code regarding the disposition of surplus land.

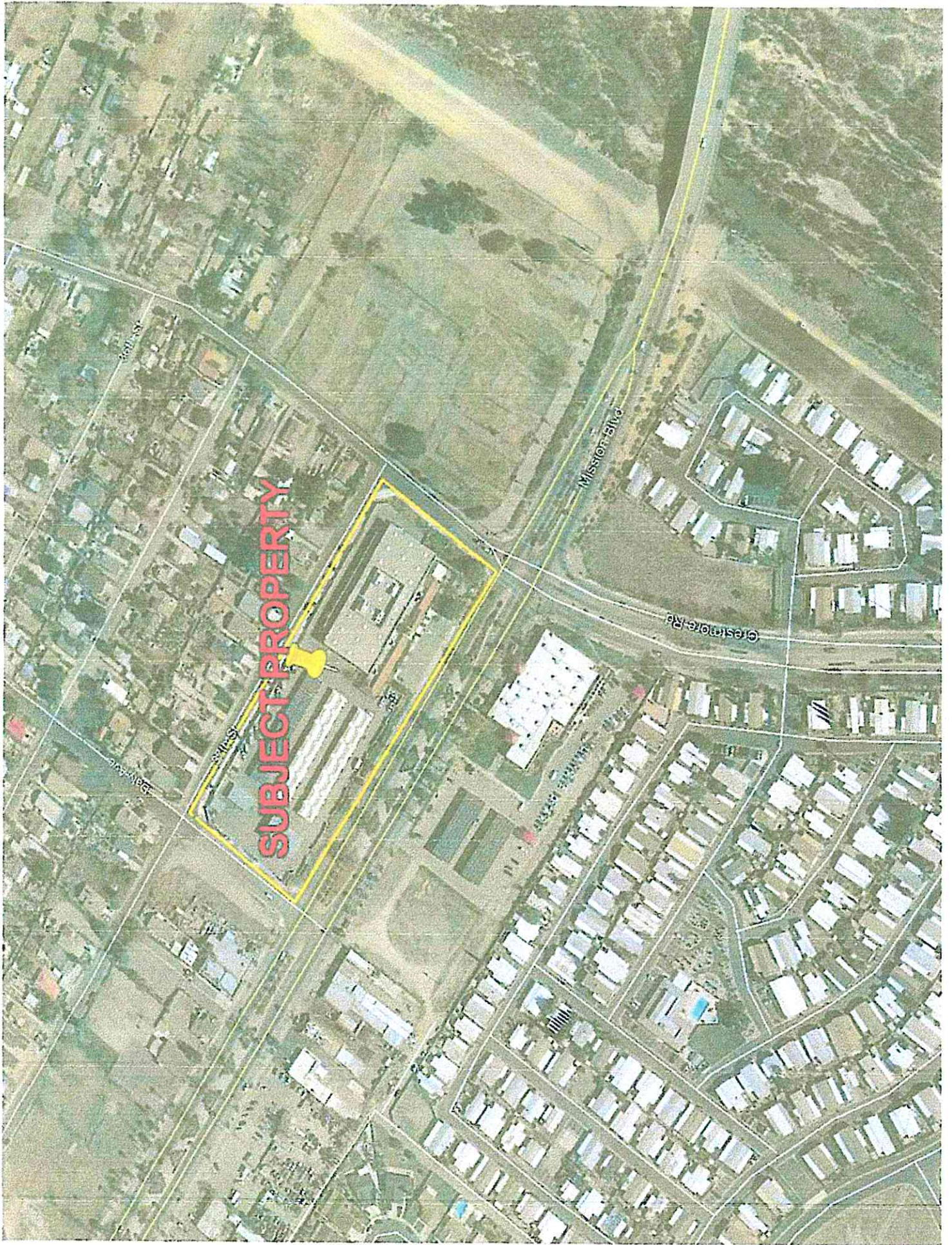
The County of Riverside intends to dispose of that certain building and parcels of land identified by Assessor Parcel Numbers 179-300-001 thru 010 and 179-300-013 thru 020, which consists of an approximate 44,738 square foot office / warehouse building on a 5.48 acre site, located at 5293 Mission Blvd., Jurupa Valley CA 92509. An aerial image of the Assessor parcels are attached.

An offer to sell this surplus land pursuant to Government Code Section 54220 et seq. and in particular, Section 54222, is hereby made to your agency.

You are thusly notified that if you have any interest in this surplus land for one of the appropriate purposes set forth in Government Code Section 54222, you may notify Craig Olsen of the Riverside County Economic Development Agency, Real Estate Division, within sixty (60) days of the date of this letter, either in writing, by phone (951) 955-4840 or via email at [caolsen@rivco.org](mailto:caolsen@rivco.org).

Respectfully,

*Craig A Olsen*



**SUBJECT PROPERTY**

BANK ST

SUNNYVALE

MISSOURI BLVD

MISSOURI BLVD

CRESTHORN RD

MISSOURI BLVD

"B"

## Rubidoux Community Services District

### Board of Directors

Christopher Barajas  
Armando Muniz  
Bernard Murphy  
F. Forest Trowbridge  
Hank Trueba Jr.

### Secretary-Manager

David D. Lopez



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Water Resource Management    Refuse Collection    Street Lights    Fire / Emergency Services    Weed Abatement

County of Riverside  
Economic Development Agency  
Real Estate Division  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, CA 92501  
ATTN: Craig A. Olsen

November 2, 2018

Subject:    Non-Binding Letter of Intent to Purchase

Dear Craig:

The purpose of this letter is to confirm that the Rubidoux Community Services District (Buyer) is interested in acquiring to property identified as Assessor Parcel Number's 179-300-001 thru -010 and 179-300-013 thru -020 located at 5293 Mission Blvd, Jurupa Valley, CA 92509 (Fleet Services Facility).

In accordance with the Surplus Building Notification of subject property, we, the Rubidoux Community Services District, as undersigned below, hereby offer to purchase the above referenced property for a negotiated sum (to be determined). We understand that by submitting this Non-Binding Letter of Intent to Purchase, it does not create a binding agreement between Seller and the Buyer and will not be enforceable until the offer has been accepted by the Seller and an agreement has been fully executed by both parties.

Buyer shall have ninety (90) days from the receipt and acknowledgement of this letter ("Due Diligence Period") to inspect the property, Due Diligence Materials, and obtain and secure purchase financing. In the event Buyer finds the Property unsatisfactory for any reason, Buyer at its sole discretion shall notify Seller in writing prior to expiration of the Due Diligence Period. Thereafter, Buyer and Seller shall have no obligation to each other. In addition, Seller shall have the right to terminate this Agreement without cause, prior to the expiration of the Due Diligence Period, provided Seller notifies Buyer in writing prior to such expiration date. After Seller's cancellation, Buyer and Seller shall have no obligation to each other.

Sincerely,

David D. Lopez  
Secretary-Manager





Presentation to the RCSD Board:

**FIELD AND HEADQUARTERS  
OFFICE FACILITY  
(County Fleet Services Option)**

November 1, 2018

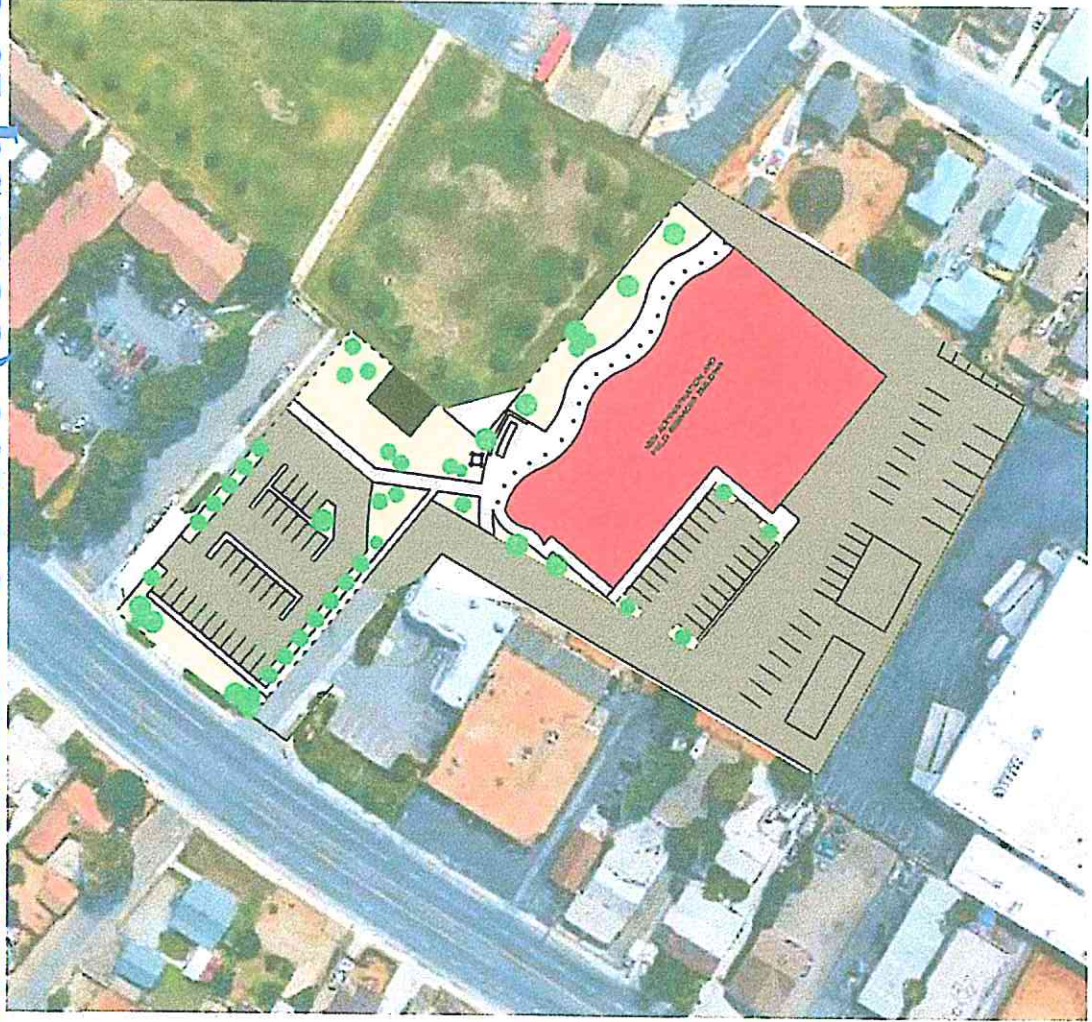


# Existing RCSD Property (2 acres)





# Field/Admin Office (33k sq ft office, 2 acres)





# Surplus County Fleet Services Property (42k sq ft office, 5+ acres)





# Lobby



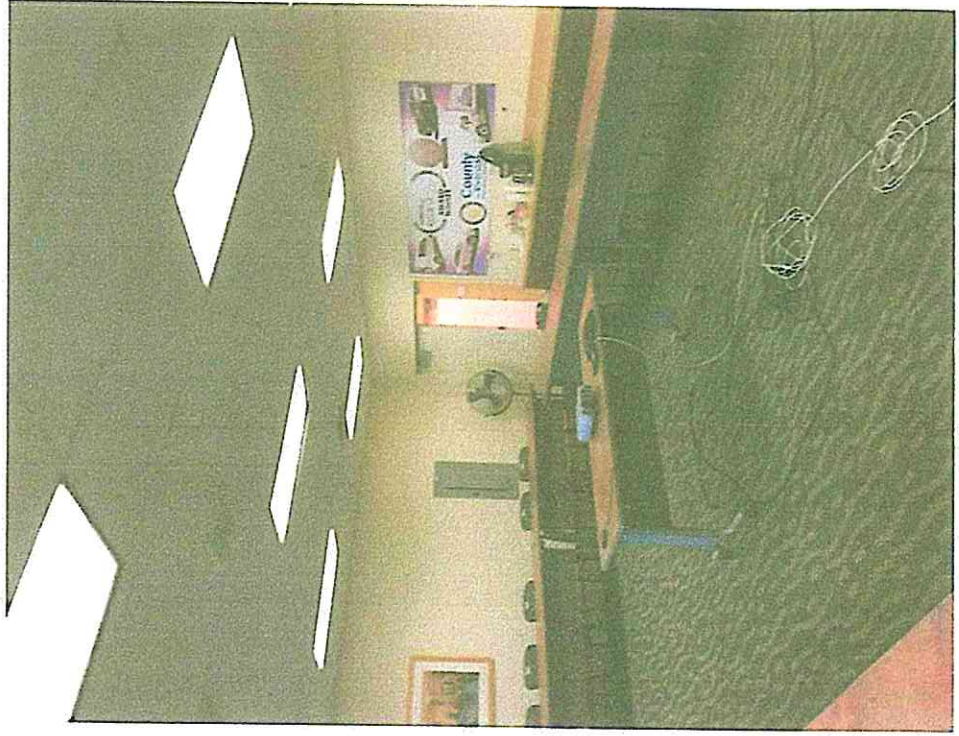
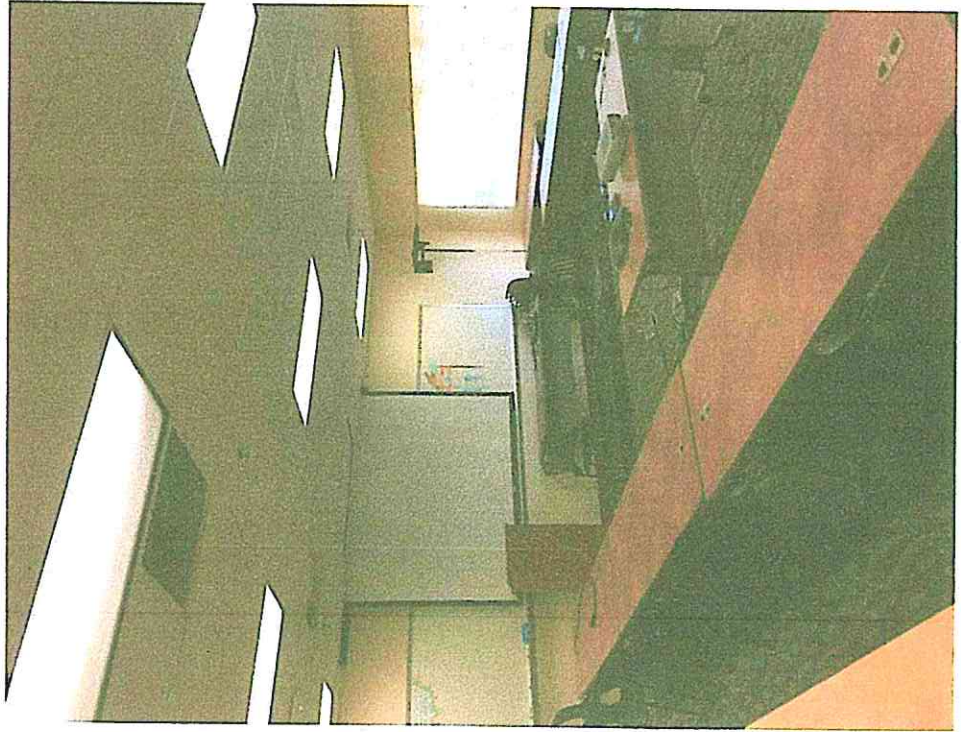
Looking South



Looking North



# Training Room (Board Room)



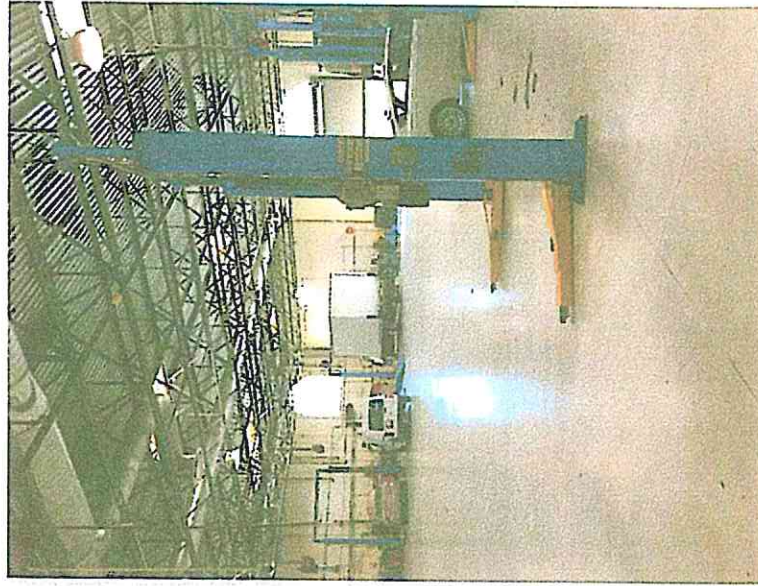


# Break Room/Patio





# Vehicle Bay (Warehouse/Future TI)





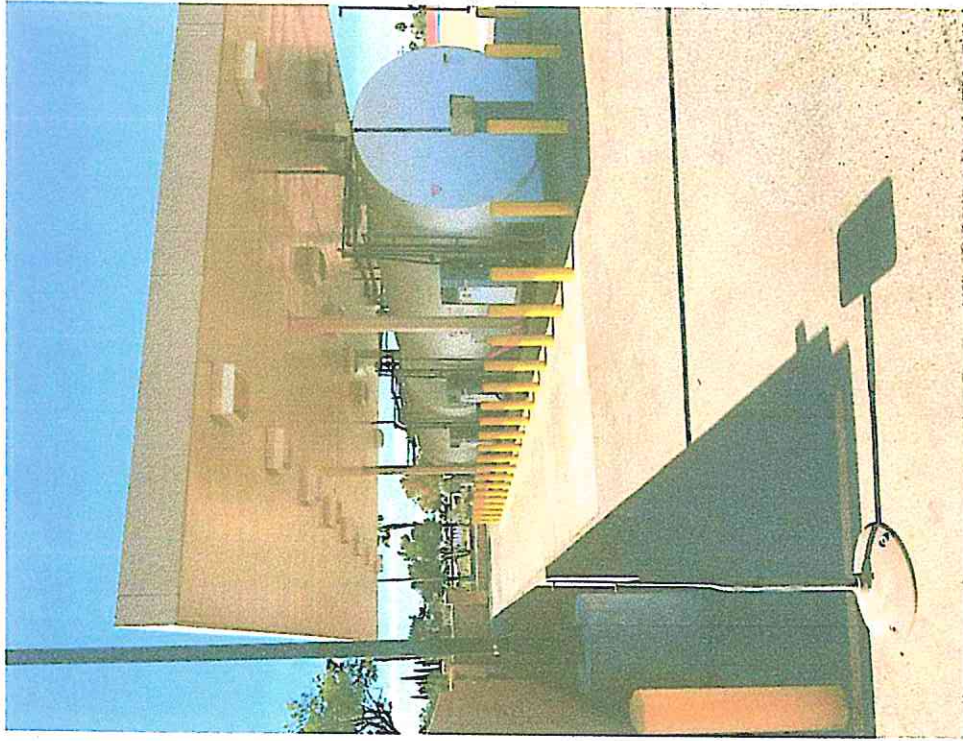
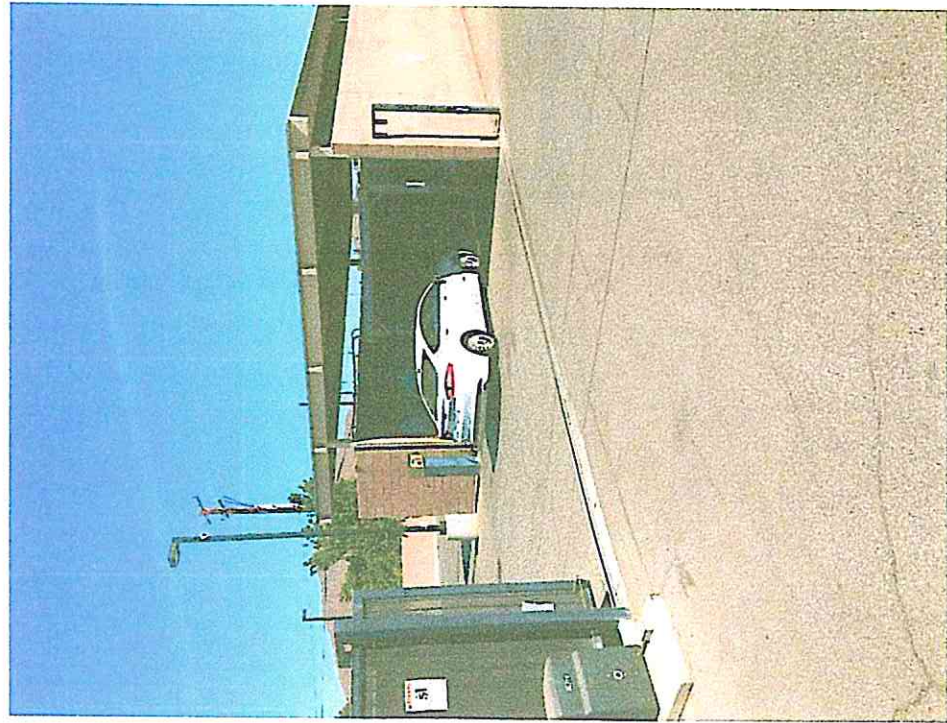


## Parking Lot (Covered & Solar)





# Carwash & Fuel Island



# Offices





# Cubicle Offices





# IT/Server/Telephone Room





# Hallways





# Conference Room





# Comments/Questions from the Board





**AGREEMENT OF PURCHASE AND SALE  
AND JOINT ESCROW INSTRUCTIONS**

**BY AND BETWEEN**

**THE COUNTY OF RIVERSIDE,  
a political subdivision of the State of California**

**AS SELLER**

**AND**

**Rubidoux Community Services District,  
a public agency organized and existing under,  
and by virtue of, the Community Services District Law**

**AS BUYER**

**RELATING TO**

**5293 Mission Boulevard, Jurupa Valley, California**

**Assessor's Parcel Numbers: 179-300-001, 179-300-002, 179-300-003, 179-300-004, 179-300-005,  
179-300-006, 179-300-007, 179-300-008, 179-300-009, 179-300-010, 179-300-013, 179-300-014,  
179-300-015, 179-300-016, 179-300-017, 179-300-018, 179-300-019, and 179-300-020  
Jurupa Valley, CA**

**AGREEMENT OF PURCHASE AND SALE  
AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Rubidoux Community Services District, a public agency organized and existing under, and by virtue of, the Community Services District Law ("Buyer") and COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Seller"); sometimes collectively hereinafter referred to as the "Parties" or individually as a "Party."

**RECITALS**

**WHEREAS**, Seller is the owner of the Property (as defined in Section 1) and has determined that the Property is no longer required for its own use; and

**WHEREAS**, the Seller desires to sell, and Buyer desires to purchase, the Property, and the Parties desire to enter into this Agreement to provide a binding process for the Parties to complete the sale by the Seller of the Property to the Buyer.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledge, the Parties hereto do hereby agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms will be defined as follows:

(a) **Effective Date:** The Effective Date is the date on which this Agreement is fully executed by Buyer and Seller as listed on the signature page of this Agreement.

(b) **Property:** That certain real property located in the City of Jurupa Valley, County of Riverside, State of California, consisting of approximately 5.48 acres of land, containing an approximately 44,738 square foot office/warehouse building, improved with two (2) 12,000 gallon fuel tanks / pumping station, a car wash structure, carport parking area with solar panels on the roof, commonly known as 5293 Mission Boulevard, Jurupa Valley, California, identified by Assessor's Parcel Numbers 179-300-001, 179-300-002, 179-300-003, 179-300-004, 179-300-005, 179-300-006, 179-300-007, 179-300-008, 179-300-009, 179-300-010, 179-300-013, 179-300-014, 179-300-015, 179-300-016, 179-300-017, 179-300-018, 179-300-019, and 179-300-020, which is more particularly described in Exhibit "A," attached hereto and incorporated herein ("Property").

(c) **Transferred Personal Property:** The personal property identified on Schedule "1" to Exhibit "C" and located on the Property.

(d) **Purchase Price:** The Purchase Price for the Property is Ten Million Two Hundred Thousand Dollars (\$10,200,000), plus the agreed value of the Transferred Personal Property of \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_\_); for a total Purchase Price of \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_\_).

(e) **Escrow Holder:** Chicago Title Company at the address set forth in subsection (h) below. The escrow has been assigned to Bill Canalez as the Escrow Officer.

(f) **Title Company:** Chicago Title Company at the address set forth in subsection (h) below; John Balassi is assigned as the Title Officer.

(g) **Closing and Close of Escrow:** The Closing or the Close of Escrow will be deemed to have occurred when the Grant Deed (as defined in Section 5.1) is recorded in the Official Records of the County of Riverside. These terms are used interchangeably in this Agreement.

(h) **Closing Date:** The Closing Date shall be no later than April 15, 2019, and either Party shall have the right to extend the Closing Date for up to sixty (60) days by notifying Escrow Holder and the other Party in writing no later than ten (10) days before April 15, 2019;

(i) **Notices:** In the event either Party desires or is required to give notice to the other Party in connection with this Agreement, the same shall be in writing and shall be deemed to have been given when delivered in person, when delivered (or delivery is refused by recipient) by recognized overnight air courier service (such as FedEx, UPS or USPS), when delivered by email transmission (provided that such email transmission is followed by delivery in person, or by overnight courier or certified mail), or three (3) days after deposit with the United States Postal Service, certified mail receipt requested addressed to Buyer or Seller at the appropriate address as set forth in this subsection (j) below. Notices will be sent as follows to:

Seller: County of Riverside  
Attn: Vincent Yzaquirre  
3403 10<sup>th</sup> Street, Suite 300  
Riverside, California 92501  
Telephone: (951) 955-9011  
Email: [vyzaquirre@rivcoeda.org](mailto:vyzaquirre@rivcoeda.org)

Buyer: Rubidoux Community Services District  
Attn: Steven Appel  
3590 Rubidoux Blvd  
Jurupa Valley, CA 92509  
Telephone: (951) 684-7580  
Email: [steve@rcsd.org](mailto:steve@rcsd.org)

Escrow Holder: Chicago Title Company  
Attn: Bill Canalez  
4210 Riverwalk Parkway, Suite 100  
Riverside, CA 92505  
Telephone: (951) 710-5916  
Email: [bill.canalez@ctt.com](mailto:bill.canalez@ctt.com)

Title Company: Chicago Title Company

Attn: John Balassi  
4911 Birch Street  
Newport Beach, CA 92660  
Telephone: (949) 724-3117  
Email: BalassiJ@ctt.com

- (j) **Exhibits:**  
Exhibit "A" – Legal Description of Property  
Exhibit "B" – Form of Grant Deed  
Exhibit "C" – Bill of Sale  
Exhibit "D" – Preliminary Title Report

2. **Purchase and Sale.** Upon and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell the Property to Buyer and Buyer agrees to buy the Property from Seller, together with all easements, appurtenances thereto, and all improvements and fixtures situated thereon.

3. **Purchase Price.** The Purchase Price for the Property will be paid as follows:

Prior to the Close of Escrow, as described in section 4 below, Buyer shall deposit an amount equal to the sum of the Purchase Price plus a good faith estimate of Buyer's share of all costs, expenses and prorations under this Agreement into Escrow in the form of a wire transfer or other immediately available funds. Escrow Holder shall deposit said funds in an interest bearing account which shall be applied against the Purchase Price at closing and any overages, including the interest, shall be returned to Buyer at Close of Escrow.

4. **Escrow.** Buyer and Seller shall open an escrow (the "**Escrow**") with Escrow Holder within five (5) business days after the Effective Date by delivering to Escrow Holder fully executed original or originally executed counterparts of this Agreement. The date Escrow is opened shall be the official Opening Date of Escrow referenced herein. This Purchase shall be contingent upon the approval of the Board of Supervisors of the Authorization to Convey and this Purchase and Sale Agreement and Joint Escrow Instructions document. This contingency will be removed from Escrow upon the receipt of the executed Purchase and Sale Agreement and Joint Escrow Instructions document signed by Chairman of the Board of Supervisors. Buyer and Seller agree to execute any additional instructions, as reasonably required by the Escrow Holder. If there is a conflict between any printed escrow instructions and this Agreement, the terms of this Agreement will govern.

5. **Deliveries to Escrow Holder.**

5.1 **By Seller.** At least one (1) business day prior to the Closing Date, Seller will deliver or cause to be delivered to Escrow Holder the following items:

(a) A Grant Deed ("**Grant Deed**"), in the form attached to this Agreement as Exhibit "B", duly executed and acknowledged by Seller and in recordable form, conveying the Property to Buyer;

(b) A Transferor's Certificate of Non-Foreign Status ("**FIRPTA Certificate**"); and

(c) A Bill of Sale in the form attached hereto as Exhibit "C", transferring to Buyer the Transferred Personal Property.

5.2 By Buyer. At least one (1) business day prior to the Closing Date (and in any event in a manner sufficient to allow Escrow to close not later than the Closing Date), Buyer will deliver or cause to be delivered to Escrow Holder the following items:

- (a) The Purchase Price in accordance with Section 3, above; and
- (b) The amount due Seller and any third parties, if any, after the prorations are computed in accordance with Section 12 below.

5.3 By Buyer and Seller. Buyer and Seller will each deposit such other instruments consistent with this Agreement and as reasonably required by Escrow Holder or otherwise required to close Escrow. In addition, Seller and Buyer will designate the Title Company as the “**Reporting Person**” for the subject transaction, pursuant to Section 6045(e) of the Internal Revenue Code.

6. **Title Report.** Buyer has obtained Preliminary Title Report #00100149-987-OC1-K27, dated November 7, 2018, (“PTR”) for the Property prepared by Chicago Title, together with copies of the exceptions to title described in the Preliminary Title Report, attached hereto as Exhibit “D” and incorporated herein by reference.

7. **Conditions to the Close of Escrow.**

7.1 Conditions Precedent to Buyer’s Obligations. The following conditions to Buyer’s obligation to close Escrow must be satisfied not later than the Closing Date or such other period of time as may be specified below:

(a) Title. At the Close of Escrow, the Property will be conveyed with clear and marketable title, free of any loans, liens and encumbrances of any kind, to Buyer by the Seller by Grant Deed, and as a condition to Buyer’s obligation to close, the Title Company shall agree to issue the Title Policy to Buyer with coverage in the amount of the Purchase Price, listing the following as exceptions (“**Permitted Exceptions**”):

(i) Matters of title respecting the Property approved or deemed approved by Buyer in accordance with this Agreement;

(ii) Matters affecting the condition of title to the Property created by or with the written consent of Buyer;

(iii) Non-delinquent real property taxes (if any); and

(iv) Non-monetary encumbrances in the PTR that are approved by Buyer as provided in this subparagraph (iv). Buyer shall have the right to review and approve or disapprove any exceptions in the PTR that relate to the Property, at Buyer’s sole cost and expense. Within ten (10) business days after receipt of the PTR and copies of all documents listed in the PTR as exceptions, Buyer shall provide notice in writing to Seller in the event that Buyer objects to exceptions (collectively, the “**Objectionable Exceptions**”), as shown in the PTR. Seller will have ten (10) days after receipt of Buyer’s notice of Objectionable Exceptions to advise Buyer in writing whether Seller will eliminate or ameliorate the Objectionable Exceptions. If the Seller elects not to or is unable to eliminate or ameliorate the Objectionable Exceptions, then Buyer shall have the right to, by a writing delivered to Seller and Escrow Holder:

(A) Waive its prior disapproval, in which event the disapproved matters shall be deemed approved, and proceed with the purchase to acquire the Property, subject to the Objectionable Exceptions without reduction in the Purchase Price and subject to satisfaction of Buyer's other conditions; or

(B) Cancel the Escrow and this Agreement by written notice to Seller and the Escrow Holder, in which case any deposit, together with interest thereon will be returned to Buyer and the cancellation costs, if any, will be borne by Buyer.

(C) If Seller commits to remove any of the Objectionable Exceptions and fails to do so by the Closing Date, then Seller may be declared in default under this Agreement and Buyer may, at Buyer's election, terminate this Agreement and pursue its remedies as set forth herein and any remedies available to Buyer at law or in equity, provided such failure was not as a result of Seller pursuing in good faith to remove any of the Objectionable Exceptions committed by Seller to remove and was unsuccessful due to factors beyond the control of the Seller.

All exceptions in the PTR that are approved by Buyer, together with all applicable laws, ordinances, rules and regulations of any applicable governmental authority and any matters that have been disclosed by an accurate survey provided to Buyer or by a reasonable physical inspection of the Property shall be referred to herein as "Permitted Exceptions".

(b) Title Insurance. As of the Close of Escrow, the Title Company will issue, or have committed to issue, the Title Policy to Buyer with only the Permitted Exceptions, as set forth in detail in section 10 below.

(c) Delivery of Information. Within ten (10) days after the Opening of Escrow, Seller shall deliver to Buyer the original or true copies of all surveys, plans and specifications, residential disclosure statements (as required), building conditions audits, past hazardous material studies, as-built drawings, building permits, certificates of occupancy, certificates of completion, soil reports, engineers' reports, other contracts, but not limited to, studies and similar information which Seller may have in its possession relating to the Property, except as specifically set forth herein, Seller makes no warranty regarding the contents of such items. If the Escrow shall fail to close for any reason, all such items shall be immediately returned to Seller.

(d) Financing. Buyer shall have received purchase money financing.

(e) The conditions set forth in this Section 7.1 are solely for the benefit of Buyer and may be waived only by Buyer. At all times Buyer has the right to waive any condition. Such waiver or waivers must be in writing to Seller and Escrow Holder.

(f) The Close of Escrow and Buyer's obligations with respect to this transaction are subject to Seller's delivery to Escrow Holder on or before the Closing Date the items described in Sections 5.1 and 5.3 above and the removal or waiver of the items described in this Section 7.1.

7.2 Conditions Precedent to Seller's Obligations. The following shall be conditions precedent to Seller's obligation to consummate the Purchase and Sale transaction contemplated herein:

(a) Buyer shall have delivered to Escrow Holder, prior to the Closing, for disbursement as directed hereunder, an amount equal to the Purchase Price and any other funds in accordance with this Agreement;

(b) Buyer shall have delivered to Escrow Holder the items described in Paragraphs 5.2 and 5.3 above; and

(c) The conditions set forth in the Section 7.2 are solely for the benefit of Seller and may be waived only by the Seller. At all times Seller has the right to waive any condition. Such waiver or waivers must be in writing to Buyer and Escrow Holder.

7.3 Termination of Agreement. Buyer will have until 5:00 p.m. PST on April 1, 2019 to approve or disapprove of the condition of the Property ("Contingency Period"). During this Contingency Period, Buyer may cancel escrow for any reason whatsoever, by providing written notice to Seller and Escrow of its intention to cancel said escrow.

8. **Due Diligence by Buyer.** Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of this transaction for the purpose of conducting due diligence, including making necessary or appropriate inspections; provided, however, that Buyer will give Seller written notice at least forty-eight (48) hours before going on the Property.

8.1 Matters To Be Reviewed. Buyer must complete its due diligence investigation of and approve each of the following matters prior to the Close of Escrow:

(a) The physical condition of the Property and Transferred Personal Property, including without limitation, any structural components, electrical, system, plumbing or any irrigation system, paving, soil conditions, the status of the Property and Transferred Personal Property with respect to hazardous and toxic materials, if any, and in compliance with all applicable laws including any laws relating to hazardous and toxic materials and all applicable laws;

(b) All applicable government ordinances, rules and regulations of Seller's compliance therewith including, but not limited to, zoning and building regulations; and

(c) All licenses, permits and other governmental approvals and/or authorizations relating to the Property which shall remain in effect after the Close of Escrow.

8.2 Due Diligence Requirements.

(a) Subject to Section 16.4 below, Buyer shall only conduct a visual inspection of the Property and Transferred Personal Property and shall have no right to conduct any physical testing, boring, sampling or removal (collectively, "Physical Testing") of any portion of the Property without first obtaining Seller's prior written consent, which shall not be unreasonably withheld. If Buyer wishes to conduct any Physical Testing on any portion of the Property, Buyer shall submit a work plan to Seller for Seller's prior written approval.

(b) At least forty-eight (48) hours prior to any entry thereon to the Property by Buyer and/or its agents, employees, representatives or contractors (collectively, "Buyer's Agents") for the purpose of conducting Buyer's investigations, Buyer shall provide Seller with sufficient evidence to show that Buyer's Agents who are to enter thereon to the Property are adequately covered by policies of insurance issued by a carrier reasonably

acceptable to Seller insuring Buyer and Seller against any and all liability arising out of the entry and activities of Buyer's Agents' upon the Property, including, without limitation, any loss or damage to the Property or Transferred Personal Property arising therefrom, with coverage in the amount of not less than One Million Dollars (\$1,000,000) per occurrence.

(c) Buyer shall, at its sole cost and expense, comply with all applicable federal, state and local laws, statutes, rules, regulations, ordinances or policies in conducting Buyer's investigations and any Physical Testing relating thereto.

(d) Buyer shall, at its sole cost and expense, clean up, restore and repair the Property or Transferred Personal Property and any other portion thereof altered in any manner by Buyer or Buyer's Agents, after Buyer's or Buyer's Agents' entry thereon so that said property shall be returned to the same condition that existed prior to Buyer's or Buyer's Agents' entry thereon.

(e) Buyer shall provide to Seller, upon Seller's written request, with a copy of any and all information, materials and data that Buyer and/or Buyer's Agents discover, obtain or generate in connection with or resulting from Buyer's investigations and/or Physical Testing under this Section 8.2.

(f) Buyer hereby agrees to protect, indemnify, defend and hold harmless Seller from and against any and all losses, obligations, liabilities, claims, liens, stop notices, actions, damages and/or expenses caused by reason of Buyer's or Buyer's Agent's entries thereon to the Property prior to the Close of Escrow pursuant to the foregoing. Buyer shall keep the Property and Transferred Personal Property free of mechanic's liens related to the activities of Buyer or Buyer's Agents. This Section 8.2 shall survive the Closing or termination of this Agreement.

8.3 Material New Matters. If Buyer discovers any new matter prior to Close of Escrow which was not disclosed by Seller prior to the Close of Escrow or not reasonably discoverable prior to the Close of Escrow ("New Matter"), and that New Matter is one which would appear as an exception to the Title Policy or is materially inconsistent with a disclosure by Seller or with any representations or warranties contained in Section 16.2 below, and such New Matter is of such a nature that, in Buyer's reasonable judgment, it would materially and adversely, affect the acquisition, development, sale or use of the Property for Buyer's intended purpose, then Buyer shall be entitled to treat such New Matter as a failure of condition to the Close of Escrow. If Buyer elects to treat such New Matter as a failure of condition to the Close of Escrow, then Buyer shall give notice to Seller of Buyer's election to terminate this Agreement within fifteen (15) days of Buyer's obtaining knowledge of such New Matter, but in no event later than the Closing Date. However, if Buyer gives Seller notice of its election to terminate this Agreement, under this Section 8.3, Seller may elect, in its sole and absolute discretion, by written notice to Buyer and to Escrow Holder, within five (5) business days following Seller's receipt of Buyer's notice, to correct the New Matter prior to the Close of Escrow. If Seller elects to correct the New Matter, Seller will be entitled to extend the Close of Escrow for not more than twenty (20) days in order to correct the New Matter and, in such event, Buyer may not terminate this Agreement. If Seller fails to correct the New Matter by the Closing Date as extended, Buyer may terminate this Agreement.

8.4 As-Is Sale. BUYER ACKNOWLEDGES THAT IT HAS INSPECTED, OR WILL HAVE AN OPPORTUNITY TO INSPECT, TO ITS SATISFACTION PRIOR TO THE CLOSING, THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY AND ALL FACTORS RELEVANT TO ITS OWNERSHIP AND USE OF THE PROPERTY AND



TRANSFERRED PERSONAL PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE ANY REPRESENTATIONS, WARRANTIES, GUARANTIES, PROMISES, STATEMENTS OR ASSURANCES WHATSOEVER, EXPRESS OR IMPLIED, DIRECTLY OR THROUGH ANY EMPLOYEE OR AGENT, AS TO THE CONDITION OF THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY, OR ANY OTHER MATTER, INCLUDING, BUT NOT LIMITED TO, HAZARDOUS SUBSTANCES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING IN ANY WAY, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, SELLER EXPRESSLY DISCLAIMS MAKING OR HAVING MADE ANY REPRESENTATIONS OR WARRANTY WITH RESPECT TO ANY DOCUMENTS AND MATERIALS FURNISHED BY SELLER. BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR SELLER'S EXPRESS COVENANTS, REPRESENTATIONS AND WARRANTIES CONTAINED IN THE AGREEMENT, SELLER SPECIFICALLY DISCLAIMS: (A) ALL MATTERS RELATING TO THE TITLE TOGETHER WITH ALL GOVERNMENTAL AND OTHER LEGAL REQUIREMENTS SUCH AS TAXES, ASSESSMENTS, ZONING, USE PERMIT REQUIREMENTS, TENTATIVE MAP CONDITIONS, BUILDING PERMIT REQUIREMENTS, BUILDING CODES AND OTHER DEVELOPMENT REQUIREMENTS; (B) THE PHYSICAL CONDITION OF THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY; (C) ALL OTHER MATTERS OF ANY SIGNIFICANCE AFFECTING THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY, WHETHER PHYSICAL IN NATURE OR INTANGIBLE IN NATURE, SUCH AS THE POLITICAL CLIMATE WITH RESPECT TO THE GOVERNMENTAL AGENCIES THAT HAVE JURISDICTION OVER THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY, DEVELOPMENT OF THE PROPERTY OR THE OPERATION OF THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY; (D) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY; (E) THE ECONOMICS OF THE PRESENT OR FUTURE OWNERSHIP AND/OR OPERATION OF THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY; (F) ENTITLEMENTS, ZONING, DENSITY AND OTHER MATTERS WHICH MAY IMPACT THE FUTURE DEVELOPMENT OF THE PROPERTY; AND (G) THE EXISTENCE OF HAZARDOUS SUBSTANCES IN, UNDER OR AFFECTING THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS PURCHASING THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY "AS IS WITH ALL DEFECTS" BASED UPON BUYER'S OWN INSPECTION OF THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY.

9. **Conditions Precedent to Seller's Obligation.** The Close of Escrow and Seller's obligations with respect to this transaction are subject to Buyer's delivery to Escrow Holder on or before the Closing Date of the Purchase Price and items described in Sections 5.2 and 5.3.

10. **Title Insurance.** At the Close of Escrow, the Title Company will issue to Buyer, at Buyer's expense, a CLTA standard coverage owner's policy in an amount equal to the Purchase Price showing fee title to the Property vested in Buyer subject only to the Permitted Exceptions ("**Title Policy**") and the standard printed exceptions and conditions in the policy of title insurance. If Buyer elects to obtain any endorsements or an ALTA Extended Policy of Title, the additional premium and costs of the policy survey for the ALTA Extended policy of title and the cost of any endorsements will be at Buyer's sole cost and expense; however, Buyer's election to obtain an ALTA extended policy of title will not delay the Closing.

Further, Buyer's inability to obtain an ALTA extended policy of title or any such endorsements will not be deemed to be a failure of any condition to Closing.

**11. Costs and Expenses.** Seller and Buyer shall deposit or provide for with Escrow Holder sufficient funds to pay for their respective share of costs and expenses.

11.1 Seller will pay:

- (a) All costs associated with removing any debt or liens encumbering the Property, if applicable;
- (b) All costs associated with Seller's attorneys' fees and Seller's cost to transact; and
- (c) Seller's share of prorations, if applicable;

11.2 Buyer will pay:

- (a) All escrow and recording costs and fees;
- (b) CTLA standard coverage policy;
- (c) ALTA Extended Owner's Policy and any title endorsements, if desired by the Buyer
- (d) All costs associated with Buyer's attorneys' fees and Buyer's cost to transact: and
- (e) Buyers share of prorations, if applicable.

**12. Prorations; Closing Statement.**

12.1 Tax Exempt Agency. All Parties hereto acknowledge that the Buyer and Seller are public entities and exempt from payment of any real property taxes. There will be no proration of taxes through escrow.

12.2 Utility Deposits. Seller will notify all utility companies servicing the Property of the sale of the Property to Buyer and will request that such companies send Seller a final bill for the period ending on the last day before the Close of Escrow. Buyer will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to Buyer. If Seller receives a bill for utilities provided to the Property for the period in which the Close of Escrow occurred, Seller shall be responsible to pay the bill.

12.3 Method of Proration. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Property, and therefore entitled to the income there from and responsible for the expenses thereof, for the entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the Parties pursuant to this Section 12 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

12.4 Closing Statements. Seller and Buyer shall each provide Escrow Holder with the information necessary to allow Escrow Holder to prepare a preliminary closing statement for the transaction ("Preliminary Closing Statement"), which shall show the net amount due to each party under this Agreement, including the balance of the Purchase Price payable by Buyer and the adjustments and prorations set forth herein. Once the Preliminary Closing Statement is signed by Seller and Buyer, then Escrow Holder, for purposes of closing Escrow, shall be entitled to rely upon the information set forth in the Preliminary Closing Statement. The Parties acknowledge that the Preliminary Closing Statement is a good faith estimate of the closing costs and may vary at the time of Closing.

13. **Disbursements and Other Actions by Escrow Holder.** At the Close of Escrow, Escrow Holder will promptly undertake all of the following:

13.1 Funds. Promptly upon Close of Escrow, disburse all funds deposited with Escrow Holder by Buyer in payment of the Purchase Price as follows: (a) deduct or credit all items chargeable to the account of Seller and/or Buyer pursuant to Sections 11 and 12, (b) disburse the balance of the Purchase Price to the Seller, and (c) disburse any excess proceeds deposited by Buyer to Buyer.

13.2 Recording. Cause the Grant Deed to be recorded with the County Recorder and obtain conformed copies thereof for distribution to Buyer and Seller.

13.3 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

13.4 Delivery of Documents to Buyer and Seller. Deliver to Buyer the FIRPTA Certificate and any other documents (or copies thereof) deposited into Escrow by Seller. Deliver to Seller any other documents (or copies thereof) deposited into Escrow by Buyer.

14. **Joint Representations and Warranties.** In addition to any express agreements of the Parties contained herein, the following constitute representations and warranties of the Parties each to the other:

14.1 Each Party has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, to perform its obligations under and to consummate the transaction completed by this Agreement.

14.2 At Close of Escrow, all requisite action (corporate, trust, partnership or otherwise) has been taken by each Party in connection with the entering into of this Agreement, the instruments referenced herein and the consummation of this transaction. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority or other party is required.

14.3 The individuals executing this Agreement and the instruments referenced herein on behalf of each Party and the partners, officers or trustees of each Party, if any, have the legal power, right, and actual authority to bind each Party to the terms and conditions of those documents.

14.4. This Agreement and all other documents required to close this transaction are and will be valid, legally binding obligations of and enforceable against each Party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting Parties generally.

14.5 At Closing, Seller shall convey the Property to Buyer in "as-is" physical condition with clear and marketable title, free and clear of any and all liens, encumbrances, easements, restrictions, rights and conditions of any kind whatsoever, except those which are approved by Buyer in accordance with Section 7 above.

## 15. Indemnification.

15.1 Indemnification by Seller. Seller agrees to indemnify, defend and hold Buyer harmless for, from and against any and all claims, demands, liens, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes of action and suit or suits of any nature whatsoever, arising from any misrepresentation or breach of warranty or covenant by Seller in this Agreement.

15.2 Indemnification by Buyer. Buyer agrees to indemnify, defend and hold Seller harmless for, from and against any and all claims, demands, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes of action and suit or suits arising out of any misrepresentation or breach of warranty or covenant by Buyer in this Agreement.

## 16. Hazardous Substances.

16.1 Definitions. For the purposes of this Agreement, the following terms have the following meanings:

(a) "Environmental Law" means any law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment including, without limitation CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976);

(b) "Hazardous Substance" means any substance, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designated, classified or regulated, under any Environmental Law, including asbestos, petroleum and petroleum products; and

(c) "Environmental Audit" means an environmental audit, review or testing of the Property performed by Buyer or, any third party or consultant engaged by Buyer to conduct such study.

16.2 Seller's Representations and Warranties. Buyer acknowledges that with the exception of those representations and warranties expressly made by Seller in this Section 16, Buyer is acquiring the Property and every portion thereof **"AS-IS, WHERE-IS, IN ITS CURRENT CONDITION, WITH ALL FAULTS"** and in reliance upon its own studies, investigations and due diligence and that no person acting on behalf of Seller is authorized to make and Seller has not made and does not make any representations or warranties of any

kind or character whatsoever with regard to the Property. Seller hereby represents and warrants as follows with regard to any reference in this Agreement, including this Section 16, that "Seller's Actual Knowledge" shall mean the current, personal knowledge, without duty to inquiry or independent investigation, of personnel within the County of Riverside's Economic Development Agency – Real Estate Division and with no constructive or imputed knowledge. Buyer acknowledges, however, that the aforementioned individuals are not personally liable for the matters within Seller's knowledge, but are merely the individuals whose knowledge is attributable to Seller. As of the date of this Agreement, to Seller's Actual Knowledge:

(a) No Hazardous Substances exist now or have been used or stored on or within any portion of the Property except those substances which are or have been used or stored on the Property by Seller in the normal course of use and operation of the Property and in compliance with all applicable Environmental Laws;

(b) Seller has not been notified and is not aware of any federal, state, or local enforcement, clean-up, removal, remedial or other governmental or regulatory actions instituted or completed affecting the Property;

(c) Seller has not been notified and is not aware of any claims made by any third party relating to any Hazardous Substances on or within the Property; and

(d) Seller has not been notified and is not aware of any disposal of Hazardous Substances or accidental spills which may have contaminated the Property. Seller has not been notified and is not aware of any on-site bulk storage of vehicle fuels or waste oils.

16.3 Notices Regarding Hazardous Substances. During the term of this Agreement, Seller will promptly notify Buyer if it obtains knowledge that Seller or the Property may be subject to any threatened or pending investigation by any governmental agency under any law, regulation or ordinance pertaining to any Hazardous Substance.

16.4 Environmental Audit. Buyer may order, at its sole cost and expense, an Environmental Audit, and it shall do so prior to the end of the Contingency Period and may quit this transaction if Buyer identifies problems in its sole and subjective judgment that would preclude continuing with this transaction:

(a) The Environmental Audit shall be conducted pursuant to standard quality control/quality assurance procedures. Buyer shall give Seller at least two (2) business days' prior notice of any on-site testing of soil or subsurface conditions and shall submit a copy of Buyer's work plan to Seller for Seller's reasonable approval;

(b) Any groundwater, soil or other samples taken from the Property will be properly disposed of by Buyer at Buyer's sole cost and in accordance with all applicable laws. Buyer shall promptly restore the Property to the condition in which it was found immediately prior to Buyer's Environmental Audit; and

(c) Buyer hereby agrees to protect, indemnify, defend and hold harmless Seller from and against any and all losses, liabilities, claims, liens, stop notices, actions, obligations, damages and/or expenses caused by reason of Buyer's (or its agent's, employee's or independent contractor's) entry onto the Property prior to the Close of Escrow pursuant to the foregoing. Buyer shall keep the Property free of mechanic's liens related to the activities of Buyer.

17. **[Reserved]**

18. **Miscellaneous.**

18.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all Parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

18.2 Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

18.3 Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or other provision contained herein. No extension of time for performance or any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving Party which will be extended by a period of time equal to the period of the delay.

18.4 Successors and Assigns. Neither Party shall transfer or assign its rights or responsibilities under this Agreement without the express written consent of the other Party. This Agreement is for the benefit of, and is binding on, the Parties and their successors and permitted assigns.

18.5 Entire Agreement. This Agreement (including all Exhibits attached hereto) constitutes the entire understanding between the Parties hereto and may not be modified except by an instrument in writing signed by the Party to be charged.

18.6 Time of Essence. Seller and Buyer hereby acknowledge and agree that time is of the essence with respect to each and every term, condition, obligation and provision hereof.

18.7 Governing Law. The Parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.

18.8 No Recordation. No memorandum or other document relating to this Agreement shall be recorded without the prior written consent of Seller and Buyer.

18.9 Survival. Sections 12, 15, 16 and 18 and any other provisions of this Agreement which by their terms require performance by either Party after the Close of Escrow shall survive the Close of Escrow.

18.10 Brokers. Buyer is not represented by a real estate broker and does not request a commission be paid by Seller.

18.11 Exhibits. Each exhibit attached hereto is incorporated herein by this reference as if set forth in full in the body of this Agreement.

18.12 Not a Partnership. The provisions of this Agreement are not intended to create, nor will they be in any way interpreted to create, a joint venture, a partnership, or any other similar relationship between the Parties.

[Signatures Provisions on the Following Page]

THIS AGREEMENT IS OF NO FORCE OR EFFECT UNTIL APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE AND EXECUTED BY BOTH PARTIES.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement of Purchase and Sale and Joint Escrow Instructions as of the date and year.

**SELLER:**  
COUNTY OF RIVERSIDE, a political  
subdivision of the State of California

**BUYER:**  
Rubidoux Community Services District,  
a public agency organized and existing  
under, and by virtue of, the Community  
Services District Law

By: \_\_\_\_\_  
Kevin Jeffries, Chairman  
Board of Supervisors

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**  
Kecia Harper-Ihem  
Clerk of the Board

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

**APPROVED AS TO FORM:**  
Gregory P. Priamos,  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel



**EXHIBIT "A"**  
LEGAL DESCRIPTION OF PROPERTY

## EXHIBIT "A"

### LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF JURUPA VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

#### PARCEL 1:

LOTS 8 AND 9 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO, THE SOUTHWESTERLY RECTANGULAR 25 FEET OF LOTS 53 AND 54 OF RUBIDOUX VISTA TRACT, AS SHOWN BY SAID MAP;

EXCEPTING FROM SAID LOTS 8 AND 9 THE SOUTHWESTERLY 37 FEET THEREOF, AS DEEDED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSES.

#### PARCEL 2:

LOTS 50, 51, THE NORTHEASTERLY 113 FEET OF LOT 10 AND THE NORTHEASTERLY 113 FEET OF LOT 11 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

#### PARCEL 3:

LOTS 53 AND 54 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THE SOUTHWESTERLY RECTANGULAR 25 FEET THEREOF.

#### PARCEL 4:

LOTS 7 AND 55 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THEREFROM THE SOUTHWESTERLY 37 FEET OF SAID LOT 7.

#### PARCEL 5:

LOT 5 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THE SOUTHWESTERLY 37 FEET AS DEEDED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 23, 1940 AS INSTRUMENT NO. 3411 OFFICIAL RECORDS.

#### PARCEL 6:

LOT 6 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THE SOUTHWESTERLY 37 FEET AS DEEDED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 22, 1940 IN BOOK 471, PAGE 365 OFFICIAL RECORDS.

SAID LAND IS ALSO SITUATED IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY.

**EXHIBIT A**

(Continued)

PARCEL 7:

LOT 56 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 8:

LOT 1 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSES BY DEED RECORDED SEPTEMBER 10, 1940 AS INSTRUMENT NO. 395 OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE NORTH 32°13' EAST 37 FEET ON THE NORTHWESTERLY LINE OF SAID LOT 4; THENCE SOUTH 57°47' EAST, 32.48 FEET;

THENCE SOUTH 58°17' EAST, 327.34 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 1, DISTANT THEREON NORTH 37° 41' EAST, 40.03 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE SOUTH 37° 41' WEST, 40.03 FEET ON SAID SOUTHEASTERLY LINE TO SAID SOUTHEAST CORNER OF SAID LOT 1;

THENCE NORTH 57° 47' WEST, 356 FEET ON THE SOUTHWESTERLY LINE OF SAID LOTS 1 TO 4 INCLUSIVE, TO THE POINT OF BEGINNING.

PARCEL 9:

LOTS 2, 3, 4, 57, 58, AND 59 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM SAID LOTS 2, 3, AND 4, THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 4;

THENCE ALONG THE NORTHWESTERLY LINE THEREOF, NORTH 32° 13' 00" 37 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH 57° 47' 00" EAST 32.48 FEET;

THENCE SOUTH 58° 17' 00" EAST 327.34 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 1 OF SAID MAP;

THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 37° 41' 00" WEST 40.03 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 1;

THENCE ALONG THE SOUTHWESTERLY LINES OF SAID LOTS 1, 2, 3, AND 4, NORTH 57° 47' 00" WEST 356.00 TO THE POINT OF BEGINNING.

APN: 179-300-001 through 010, 179-300-013 through 020

## EXHIBIT "B"

Recorded at request of and return to:  
Rubidoux Community Services District  
PO Box 3098  
Jurupa Valley, CA 92519-3098

**FREE RECORDING**

This instrument is for the benefit of  
the County of Riverside and is  
entitled to be recorded without fee.  
(Govt. Code 6103)

(Space above this line reserved for Recorder's use)

PROJECT: Rubidoux Fleet Service Building Surplus  
APNs: 179-300-001, 179-300-002, 179-300-003, 179-  
300-004, 179-300-005, 179-300-006, 179-300-007, 179-300-008, 179-300-009, 179-300-010, 179-  
300-013, 179-300-014, 179-300-015, 179-300-016, 179-300-017, 179-300-018, 179-300-019, and  
179-300-020

## GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

COUNTY OF RIVERSIDE, a political subdivision of the State of California,

GRANTS to the Rubidoux Community Services District, a public agency organized and existing  
under, and by virtue of, the Community Services District Law, the real property in the County of  
Riverside, State of California, described as:

See Exhibit "A" attached hereto  
And made part hereof

Project: Rubidoux Fleet Service Building Surplus  
APNs: 179-300-001, 179-300-002, 179-300-003, 179-300-004, 179-300-005, 179-300-006, 179-300-007, 179-300-008, 179-300-009, 179-300-010, 179-300-013, 179-300-014, 179-300-015, 179-300-016, 179-300-017, 179-300-018, 179-300-019, and 179-300-020

Dated: \_\_\_\_\_

GRANTOR:

COUNTY OF RIVERSIDE, a political  
subdivision of the State of California

By: \_\_\_\_\_  
Kevin Jeffries, Chairman  
Board of Supervisors

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

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

**EXHIBIT "A"**  
LEGAL DESCRIPTION

## EXHIBIT "A"

### LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF JURUPA VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 8 AND 9 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO, THE SOUTHWESTERLY RECTANGULAR 25 FEET OF LOTS 53 AND 54 OF RUBIDOUX VISTA TRACT, AS SHOWN BY SAID MAP;

EXCEPTING FROM SAID LOTS 8 AND 9 THE SOUTHWESTERLY 37 FEET THEREOF, AS DEEDED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSES.

PARCEL 2:

LOTS 50, 51, THE NORTHEASTERLY 113 FEET OF LOT 10 AND THE NORTHEASTERLY 113 FEET OF LOT 11 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

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EXCEPTING THEREFROM THE SOUTHWESTERLY RECTANGULAR 25 FEET THEREOF.

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EXCEPT THEREFROM THE SOUTHWESTERLY 37 FEET OF SAID LOT 7.

PARCEL 5:

LOT 5 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THE SOUTHWESTERLY 37 FEET AS DEEDED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 23, 1940 AS INSTRUMENT NO. 3411 OFFICIAL RECORDS.

PARCEL 6:

LOT 6 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THE SOUTHWESTERLY 37 FEET AS DEEDED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 22, 1940 IN BOOK 471, PAGE 365 OFFICIAL RECORDS.

SAID LAND IS ALSO SITUATED IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY.

**EXHIBIT A**  
(Continued)

PARCEL 7:

LOT 56 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 8:

LOT 1 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSES BY DEED RECORDED SEPTEMBER 10, 1940 AS INSTRUMENT NO. 395 OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE NORTH 32°13' EAST 37 FEET ON THE NORTHWESTERLY LINE OF SAID LOT 4; THENCE SOUTH 57°47' EAST, 32.48 FEET;

THENCE SOUTH 58°17' EAST, 327.34 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 1, DISTANT THEREON NORTH 37° 41' EAST, 40.03 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE SOUTH 37° 41' WEST, 40.03 FEET ON SAID SOUTHEASTERLY LINE TO SAID SOUTHEAST CORNER OF SAID LOT 1;

THENCE NORTH 57° 47' WEST, 356 FEET ON THE SOUTHWESTERLY LINE OF SAID LOTS 1 TO 4 INCLUSIVE, TO THE POINT OF BEGINNING.

PARCEL 9:

LOTS 2, 3, 4, 57, 58, AND 59 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM SAID LOTS 2, 3, AND 4, THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 4;

THENCE ALONG THE NORTHWESTERLY LINE THEREOF, NORTH 32° 13' 00" 37 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH 57° 47' 00" EAST 32.48 FEET;

THENCE SOUTH 58° 17' 00" EAST 327.34 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 1 OF SAID MAP;

THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 37° 41' 00" WEST 40.03 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 1;

THENCE ALONG THE SOUTHWESTERLY LINES OF SAID LOTS 1, 2, 3, AND 4, NORTH 57° 47' 00" WEST 356.00 TO THE POINT OF BEGINNING.

APN: 179-300-001 through 010, 179-300-013 through 020



CERTIFICATE OF ACCEPTANCE

# EXHIBIT C

## BILL OF SALE

**THIS BILL OF SALE** ("Bill of Sale") is executed as of \_\_\_\_\_, 2019, by County of Riverside, a political subdivision of the State of California, ("Seller"), in favor of the Rubidoux Community Services District, a public agency organized and existing under, and by virtue of, the Community Services District Law, ("Buyer"), based on the following facts:

A. Pursuant to the terms of that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated as of \_\_\_\_\_, 2019 (the "Purchase Agreement"), Seller agreed to sell that certain real property improved with an office/warehouse building containing approximately 44,738 square feet located at 5293 Mission Boulevard, Jurupa Valley, California and legally described in Exhibit "A" attached to the Purchase Agreement (the "Property") to Buyer, and Buyer agreed to purchase the Property from Seller.

B. Pursuant to the Purchase Agreement, Seller has agreed to sell to Purchaser all of Seller's rights, title and interest in all fixtures, furniture, and equipment contained on the Property, together with certain personal property more particularly described on Schedule "1" to this Bill of Sale and made part hereof (collectively, "Transferred Personal Property").

**NOW THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller agrees as follows:

1. Seller hereby grants, sells, transfers and conveys to Buyer all of Seller's rights, title and interest in and to the Transferred Personal Property.

2. Seller makes no representations or warranties with respect to the Transferred Personal Property.

3. If any suit or action is instituted to enforce the rights of either Party under this Bill of Sale, the successful Party, as adjudicated by a court, shall be entitled to reasonable attorney's fees and court costs.

4. This Assignment shall be governed and construed in accordance with the law of the State of California.

5. All references to "Seller" and "Buyer" herein shall be deemed to include their respective nominees, successors and/or assigns, where the context permits.

[Signatures Provisions on the Following Page]

**IN WITNESS WHEREOF**, Seller has executed this Bill of Sale as of the date first written above.

Seller:  
County of Riverside, a political  
subdivision of the State of California

By: \_\_\_\_\_  
Kevin Jeffries, Chairman  
Board of Supervisors

**ATTEST:**  
Kecia Harper-Ihem  
Clerk of the Board

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

**APPROVED AS TO FORM:**  
Gregory P. Priamos, County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**SCHEDULE 1  
TO  
BILL OF SALE**  
(Transferred Personal Property)

All furniture, fixtures and equipment located in the Property which is listed below.

12. DIRECTORS COMMENTS – NON ACTION

### 13. ADJOURNMENT