

Rubidoux Community Services District

Board of Directors

Hank Trueba Jr., President
Bernard Murphy, Vice-President
John Skerbelis
Armando Muniz
F. Forest Trowbridge

General Manager

Jeffrey D. Sims



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

NOTICE AND AGENDA FOR THE RUBIDOUX COMMUNITY SERVICES DISTRICT BOARD MEETING

Thursday, September 1, 2022, at 4:00 PM

Pursuant to Paragraph 3 of Executive Order N-29-20, executed by the Governor of California on March 17, 2020 as a response to mitigating the spread of corona virus known as COVID-19:

During this regular meeting of the Rubidoux Community Services District Board of Directors, members of the public will have the choice to attend and address the Board in person or attend and address the Board via Zoom.

Note the following:

All persons including members of the public, Board Members, and staff attending the Board Meeting in-person are no longer required to wear a face covering while inside District Facilities if they are not vaccinated against COVID-19, although it is highly recommended by the California Department of Public Health. If you do not have a face covering, one will be provided upon request.

Members of the public wanting to attend and/or address the Board may do so by:

- Using the Zoom App or website for free at: <https://zoom.us/>
 - o Once installed ahead of the meeting, you may choose your audio source as either computer speakers/microphone or telephone.
 - o If you wish to make public comments via the Zoom platform, the Board Secretary will identify you at your time to speak.
 - o Meeting ID is **870-2519-9040**.

- Calling into the meeting at any one of the following numbers:

+1 669 900 9128
+1 346 248 7799

+1 301 715 8592
+1 312 626 6799
+1 646 558 8656
+1 253 215 8782

Only one person at a time may speak by telephone and only after being recognized by the Secretary of the Board.

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).

1. Call to Order – Hank Trueba Jr., President
2. Pledge of Allegiance
3. Roll Call
4. Approval of Minutes for the August 18, 2022 Regular Meeting
5. Consideration to Approve September 2, 2022, Salaries, Expenses and Transfers
6. Public Comment

Members of the public are encouraged to address the Board of Directors. Anyone who wishes to speak on an item not on the published agenda must submit a comment request card to the General Manager or designee. Each speaker should begin by identifying themselves for the record and is allowed up to three-minutes.

No one may give their time to a speaker during the public comment period of the meeting. It is requested that all present refrain from any action that might disrupt the orderly course of the meeting. Coarse, crude, profane, or vulgar language, or unsolicited comments from the audience, which disrupts or disturbs the Board meeting, may result in exclusion from the meeting.

The Ralph M. Brown Act, Government Code 54950, et. seq. prohibits members of the Board of Directors from taking formal action or discuss items not on the published agenda. As a result, immediate response to public comment may be limited.

7. Correspondence and Related Information

8. Manager's Report (Second Meeting each Month):
 - a) Operations Report
 - b) Emergency and Incident Report
 - c) Follow up to questions at prior Board Meeting and other updates

ACTION ITEMS:

9. Update Board of Directors on Non-Routine Capital Expenditures Associated with Fire Station 38: **DM 2022-81**
10. Consider Reimbursement Agreement with Century Communities of California, LLC for Construction of Master Planned Water Transmission Pipeline **DM 2022-82**
11. Consider Adopting Resolution No. 2022-897, a Resolution Rescinding Resolution No. 2019-884, and Adopting a Revised Discontinuation of Residential Water Service for Non-Payment Policy: **DM 2022-83**
12. Consider Agreement With Lennar Homes of California, LLC Regarding Water and Sewer Capacity Fees for The Shadow Rock Development: **DM 2022-84**
13. **CLOSED EXECUTIVE SESSION** – Pursuant to Government Code 54956.8: Real Property Negotiations
Property: 5473 Mission Blvd, Jurupa Valley, CA
Agency Negotiator: Jeff Sims, General Manager
Under Negotiation: Purchase Contract Terms, Financing
14. **CLOSED EXECUTIVE SESSION** – Pursuant to Government Code Section 54957(b)(1): General Manager Position
15. Directors Comments - Non-action
16. Adjournment

4. APPROVAL OF:
MINUTES FOR AUGUST 18, 2022, REGULAR MEETING

MINUTES OF REGULAR MEETING
August 18, 2022
RUBIDOUX COMMUNITY SERVICES DISTRICT

DIRECTORS PRESENT: Armando Muniz
Bernard Murphy
John Skerbelis
F.Forest Trowbridge

DIRECTORS ABSENT: Hank Trueba, Jr.

STAFF PRESENT: Jeff Sims, General Manager
Brian Laddusaw, Finance Director
Ted Beckwith, District Engineer
Brian Jennings, Customer Service Manager
Miguel Valdez, Operations Manager

Call to order: the meeting of the Board of Directors of the Rubidoux Community Services District by Vice President Murphy, at 4:00 P.M., Thursday, August 18, 2022, by teleconferencing at District Office, 3590 Rubidoux Boulevard, Jurupa Valley, California.

General Manager Sims requested to modify the agenda and to move Agenda Item 15 after Agenda Item 10.

Director Murphy moved, and Director Skerbelis seconded to move Agenda Item 15 after Agenda Item 10.

Roll call:

Ayes – 4 (Muniz, Murphy, Skerbelis, Trowbridge)

Noes – 0

Abstain – 0

Absent – 1 (Trueba)

The motion was carried unanimously.

ITEM 4. APPROVAL OF MINUTES

Approval of Minutes for August 4, 2022, Board Meeting.

Director Skerbelis moved, and Director Murphy seconded to approve the August 4, 2022, Regular Board Minutes as presented.

Roll call:

Ayes – 4 (Muniz, Murphy, Skerbelis, Trowbridge)
Noes – 0
Abstain – 0
Absent – 1 (Trueba)

The motion was carried unanimously.

ITEM 5. Consideration to Approve the August 19, 2022, Salaries, Expenses and Transfers.

Consideration to Approve the August 19, 2022, Salaries, Expenses and Transfers.

Director Murphy moved, and Director Skerbelis seconded to Approve the August 19, 2022, Salaries, Expenses and Transfers.

Roll call:

Ayes – 4 (Muniz, Murphy, Skerbelis, Trowbridge)
Noes – 0
Abstain – 0
Absent – 1 (Trueba)

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

There was an article from the California Chamber. It was on the California Governor Releasing Water Supply Strategy and Calling for Regulatory Modernization. Governor Newsom announced a four-point strategy to increase California's water supplies and help the state adapt to the extreme weather patterns anticipated by climate experts.

- Creating storage space for up to 4 million acre-feet of water
- Making new water available for use by desalinating ocean water and salty water in groundwater basins
- Rehabilitating dams to regain storage capacity.
- Recycling and reusing at least 800,000 acre-feet of wastewater per year by 2030

The Governor will work with the Legislature to establish:

- A more expeditious process for completing, reviewing and finalizing California Environmental Quality Act (CEQA)
- A voluntary permitting process for water infrastructure projects administered by the Governor's Office of Planning and Research (OPR).

- A streamlined regulatory process

ITEM 8. MANAGER'S REPORT

Operations Report:

Miguel Valdez reported on the water/wastewater report for the month of July, production was an average of 7.86 mgd per day and an average of 1.69 mg/day was the wastewater flow to Riverside. On average 2.69 mg/day of water to JCSD. Well No. 18 produced 22.5%, No. 1 produced 18.9% of the water, Well No. 4 produced 8.0% and Well No. 6 produced 14.6% and Well No. 8 produced 23.4 % of the water.

Emergency and Fire Report:

Chief Veik reported the Incidents Reported for the month of July 2022 and Special District Rubidoux CSD. Station 38 had a total of 324 calls. 216 calls, 66.7% were medical aides. Additionally, there was a report for the City of Jurupa Valley. There were 19 traffic collisions, 5.9%, 33 public service calls, 10.2%, and 8 wildland fires, 2.5%.

ITEM 9. Receive and File Statement of Cash Asset Schedule Report Ending July 2022. DM 2022-75.

BACKGROUND

Attached for the Board of Directors' consideration is the June 2022 Statement of Cash Asset Schedule Report for all District Fund Accounts. Our YTD interest is \$31,383.92 for District controlled accounts. With respect to District "Funds in Trust", we show \$1,399.84 which has been earned and posted. The district has a combined YTD interest earned total of \$32,783.76 as of July 31, 2022.

The District's Operating Funds (Excluding Restricted Funds and Operating Reserves), we show a balance of \$7,656,332.54 ending July 31, 2022. That's **\$1,353,853.71 LESS** than July 1, 2022, beginning balance of \$9,010,186.25.

Further, the District's Field/Admin Fund current fund balance is \$735,188.83.

Submitted for the Board of Directors consideration is the *July 2022, Statement of Cash Asset Schedule Report* for your review and acceptance this afternoon.

Director Skerbelis moved, and Director Murphy seconded to Receive and File the Statement of Cash for the Month of July 2022 for the Rubidoux Community Services District.

Ayes – 4 (Muniz, Murphy, Skerbelis, Trowbridge)

Noes – 0

Abstain – 0

Absent – 1 (Trueba)

The motion was carried unanimously.

ITEM 10. Consider Proposal from Maurine Erbeznik & Associates for Assistance with Compliance with SB 606 and AB 1668 Establishing Water Budgets and Conservation Efforts. DM 2022-77.

BACKGROUND

California water retailers such as Rubidoux Community Services District (“District”) need to prepare to meet water efficiency standards as put forth in State Framework Legislation SB606 and AB1668, which became law in 2018. This legislation authorizes the Department of Water Resources (“DWR”) and State Water Resources Control Board (“SWRCB”) to develop and enforce overall water efficiency targets for each retail agency within the state of California.

The DWR and SWRCB have adopted standards in conformance with this legislation and accordingly each urban retail water agency, including the District, is required to annually calculate its own urban water use objective. The water use objectives are based on the water needed for efficient indoor residential water use and outdoor residential water within the District’s service area. Outdoor uses for commercial and industrial land uses are to have dedicated irrigation meters. The District will need to formulate a calculated water budget, limit system water loss, and consider other local unique requirements for water conservation. It is anticipated the state will institute water budgets linked to population and provide the District with a set gallon per capita per day amount (“GPCD”).

Non-compliance may result in substantial monetary penalties of up to \$10,000 per day for the District. The legislation makes clear agencies will need to track water use and conservation moving forward. The District will be required to regularly track and report GPCD and likely will need to implement additional conservation programs to stay within the mandated water use budget.

Staff has requested Maurine Erbeznik & Associates (“ME&A”) to assist the District in meeting these new regulatory requirements. ME&A has provided an updated proposal, attached, in a not-to-exceed amount of \$15,000 to assist the District in this effort.

The Board previously authorized ME&A to assist the District on water budgeting and conservation efforts under DM 2021-71 but this funding was not utilized and remains in reserves due to being put on hold by staff due to other pressing District priorities. Staff now seeks use of the \$10,000 previously approved by the Board and due to additive scope items requesting an additional \$5,000, for a total of \$15,000 to work on water budget and conservation efforts for compliance with SB606 and AB1668. Additive scope is to assist the District with programmatic efforts to incentive conservation. This will include helping the District translate use of its authorities within the District’s Ordinance adopting its Drought Contingency Plan. This work will also be used as part of the rate and fee considerations underway with the District’s cost of service work by IB Consulting.

Maurine Erbeznik gave a presentation on Assistance with Compliance with SB 606 and AB 1668 Establishing Water Budgets and Conservation Efforts.

Director Skerbelis moved, and Director Murphy seconded the Board of Directors authorize the General Manager to:

1. Rescind the prior task order for \$10,000 issued to ME&A.
2. Re-authorize \$10,000 authorized previously by DM 2021-71 but not spent in the 2021-22 Fiscal Year
3. Approve a transfer from the Water Fund Reserves to the Water Fund Operating Budget in the amount of \$5,000
4. Approve a task order with ME&A in the amount of \$15,000 to perform the scope of work as outlined in the ME&A Proposal dated June 26, 2022.

Roll call:

Ayes – 4 (Muniz, Murphy, Skerbelis, Trowbridge)

Noes – 0

Abstain – 0

Absent – 1 (Trueba)

The motion was carried unanimously.

Roll Call taken again after the Zoom Call was lost due to technical difficulties.

DIRECTORS PRESENT: Armando Muniz
Bernard Murphy
John Skerbelis
F.Forest Trowbridge

DIRECTORS ABSENT: Hank Trueba, Jr.

ITEM 15. CLOSED EXECUTIVE SESSION – Pursuant to Government Code 54956.8:

Real Property Negotiations

Property: 5473 Mission Blvd., Jurupa Valley, CA

Agency Negotiator: Jeff Sims, General Manager

Under Negotiation: Purchase Contract Terms, Financing

5:20

There was no reportable action.

ITEM 11. Consider Proposal from Webb & Associates for Development of a Legal Description and Plat Map for the Golden West Booster Station Site. DM 2022-77.

BACKGROUND

The Rubidoux Community Services District (“District”) was successful in securing a grant in the amount of \$300,000 to procure three generators under the CalOES FY 20-21 Community Power Resiliency (“CPR”) Program. Purchase orders for the generators have been issued with expected delivery dates in 2023. Additionally, the Board recently approved the District’s 2022 Water Master Plan (“Water Master Plan”). Within the Water Master Plan, the refurbishment and expansion of the aged booster station on Golden West Avenue, commonly called the “Golden West Booster

Station” is identified. Installation of a generator and expansion of the Golden West Booster Station is critical to the District’s continued ability to reliably provide water service to the Hunter Pressure Zone and Skyline Pressure Zone.

There is inadequate space at the existing Golden West Booster Station to add a generator, so staff has started negotiations with the City of Jurupa Valley to lease land within the public right-of-way owned by the City of Jurupa Valley between the roadways of Golden West Avenue and Limonite Avenue. To install the generator as expeditiously as possible the plan is to lease the land from the City of Jurupa Valley until purchase terms can be negotiated and finalized. As a part of the lease or eventual purchase transaction, the District needs to prepare a Legal Description and Plat Map (“Legal and Plat”) to define the limits of the lease area to present to the City of Jurupa Valley. Ultimately the Legal and Plat will be recorded with the County Recorder’s Office.

Webb and Associates is working with the District on the Design plans and contract documents for the placement of each of the three generators at various sites including the Golden West Booster Site. Webb and Associates also completed the newly adopted 2022 Water Master Plan as well as the 2022 Wastewater Master Plan. As part of siting a generator at the Golden West Booster Site, Webb’s plans include a second phase for the relocation and upgrading of the booster pumps for better reliability and redundancy. This Legal and Plat will include enough land for placement of the permanent generator now and the relocation of the Booster Station in the future.

Staff has requested and obtained a proposal from Webb Associates to prepare the Legal and Plat for the lease area in the right-of-way between Golden West Avenue and Limonite Avenue. This proposal is in the amount of \$3,500. Line 76 of the Water Fund Budget in the 2022-23 Fiscal Year Budget includes \$100,000 for the CalOES Generator Project. Staff proposes using \$3,500 of this appropriation for the effort to develop the legal documents to lease and eventually purchase this land.

Director Skerbelis moved, and Director Murphy seconded the Board authorize the General Manager to:

- 1. Expend \$3,500 from Line 76 of the Water Fund Budget for preparation of a Legal and Plat to obtain land for placement of the Emergency Generator and for the future pump station.**
- 2. Sign a Task Order in the amount of \$3,500 with Webb and Associates to prepare the Legal and Plat.**

Roll call:

Ayes – 3 (Muniz, Murphy, Skerbelis)

Noes – 0

Away – 1 (Trowbridge)

Absent – 1 (Trueba)

The motion was carried 3 Ayes, 1 Away, 1 Absent.

***Director Trowbridge is back on the audio call.**

ITEM 12. Consider Proposal with Albert A. Webb Associates for Preparation of Water Loss Audit Preparation and Audit Validation Services. DM 2022-78.

BACKGROUND

California Water Code requires urban retail water suppliers with more than 3,000 service connections or produce more than 3,000 acre-feet of water per year to conduct and submit validated water loss audit reports to the Department of Water Resources (“DWR”) annually on or before October 1 each year. Rubidoux Community Services District (“District”) exceeds both service connection and annual production minimum limits.

The mandatory validated audits are an effort to track water losses associated with water distribution systems. With this information the goal is to identify areas for efficiency improvement and cost recovery from real water losses. The State Water Resources Control Board is responsible for setting future performance standards for mandatory water management and the volume of water losses.

Additionally, Senate Bill 555 requires water loss audits to be validated before they are submitted to DWR. All data and supporting documents must be submitted to a “certified water loss auditor” for verification of the calculations.

The District has requested Albert A. Webb and Associates (Webb), who is a certified water loss auditor, for a proposal for the water loss audit and validation for calendar year (CY) 2021. Webb has submitted the attached proposal in the amount of \$4,200 to perform the CY 2021 audit and validation.

Funds are available for this work in the approved Fiscal Year 22-23 Budget in the Water Fund Operating Budget Line 38 – Consulting Fees Water Supply Projects.

Director Trowbridge moved, and Director Muniz seconded the Board of Directors authorize the General Manager to sign execute a task order with Webb in the amount of \$4,200 to perform this work.

Roll call:

Ayes – 4 (Muniz, Murphy, Skerbelis, Trowbridge)

Noes – 0

Abstain – 0

Absent – 1 (Trueba)

The motion was carried unanimously.

ITEM 13. Consider Annual On-Call Professional Service Contract with Blas & Associates. DM 2022-79.

BACKGROUND

Blais & Associates (“B&A”) provides grant research, writing, and associated grant management services and has assisted Rubidoux Community Services District (“District”) with submittals on various grant funding opportunities. Most recently B&A helped the District secure \$300,000 in funding from CalOES for emergency generators to mitigate planned/unplanned power shut offs due to high wind events, and \$53,000 in funding from CalRecycle for funding programmatic costs associated with implementation of SB 1383- organic waste program.

B&A’s core business model is to stay current on available grant funding opportunities, maintain contacts with various funding entities, and write grant applications. They make themselves available to District staff to answer questions about eligibility of funding for various projects, and programs the District may want to undertake.

Like in past years, staff requested B&A to provide the District with a proposal for on-call grant research and support for this fiscal year. Their proposal is for \$4,500 which would be charged on a time and material basis and provides approximately 36 hours of consultant time. If a District project is found to match up well with a funding opportunity, B&A would then provide a cost proposal to assist the District with preparation of the actual funding application.

Attached is comprehensive proposal from B&A describing various services it can provide These include:

- Grant funding needs assessment (District staff declines the effort)
- Base on-call research and support (this requested authorization for (\$4,500)
- Grant application development (quoted as requested)
- Post-award grant reporting ad management (quoted as requested)
- Post award grant management software (quoted as requested)

Given current staffing resources, District staff is fully utilized to meet routine day-to-day core functions. It is recommended the Board consider continued use of B&A to provide professional and experienced grant support. Having B&A work for the District is an efficient way to identify, research, and apply for grant funding while retaining staff time for core business functions.

Funding for this effort is proposed to come from Line 38 of the Water Fund Budget – Consulting Fees: Grant Support Services. In the FY 2023 Budget \$15,000 was budget and available for use.

Director Muniz moved, and Director Trowbridge seconded the Board of Directors authorize the General Manager to issue a Task Order to B&A in the amount of \$4,500.00 for on-call research and support during FY 2023.

Roll call:

Ayes – 4 (Muniz, Murphy, Skerbelis, Trowbridge)

Noes – 0

Abstain – 0

Absent – 1 (Trueba)

The motion was carried unanimously.

ITEM 14. Consider Budget Amendment to FY 2023 Budget for LAFCO Fees Associated with District Boundary Reorganization and Sphere of Influence Amendment. DM 2022-80.

BACKGROUND

On March 5, 2020, the Board of Directors of Rubidoux Community Services District (“District”) authorized hiring TKE Engineering, Inc. (“TKE”) to develop documentation for applying for a reorganization of the District’s service boundary through the Riverside Local Agency Formation Commission (“Riverside LAFCO”). Attached DM 2020-12 provides background information considered by the Board on March 5, 2020. The service boundary reorganization and sphere of influence amendment includes eight areas. Over the past two plus years TKE and staff have worked with Riverside LAFCO to move this effort forward for eventual consideration and approval by the Riverside LAFCO.

The District received an email, attached, from Riverside LAFCO identifying fees required to formally initiate approval hearings. The fees requested include:

1. District Reorganization Fee	\$11,160.00	Payable to Riverside LAFCO
2. Sphere of Influence Amendment	\$ 1,290.00	Payable to Riverside LAFCO
3. Riverside County Survey Deposit	\$ 1,000.00	Payable to Riverside County

The approved District FY 2023 Budget did not include budget for these fees. In prior years the General Fund Operating Expenses funded effort on this effort. To enable payment of the requested fees, it is recommended the Board consider a budget amendment to the FY 2023 Budget by allocating \$13,450 of District General Fund Reserves to General Fund Budget Operating Expenses Line 38 – Annexation Work.

Director Trowbridge moved, and Director Muniz seconded the Board of Directors authorize the following:

- 1. Approval of an amendment to the FY 2023 Budget by allocating \$13,450 of District General Fund Reserves to General Budget Operating Expenses Line 38 – Annexation Work.**
- 2. Issue a check payable to Riverside LAFCO in the amount of \$12,450 for District Reorganization Fee and Sphere of Influence Amendment.**
- 3. Issue a check payable to Riverside County in the amount of \$1,000 as a deposit for survey associated work performed by Riverside County staff.0po**

Roll call:

Ayes – 4 (Muniz, Murphy, Skerbelis, Trowbridge)

Noes – 0

Abstain – 0

Absent – 1 (Trueba)

The motion was carried unanimously.

ITEM 16. Directors Comments

Director Trueba adjourned the meeting at 5:38 PM.

5. CONSIDERATION TO:

APPROVE SEPTEMBER 2, 2022, SALARIES, EXPENSES AND TRANSFERS

RUBIDOUX COMMUNITY SERVICES DISTRICT
 SEPTEMBER 1, 2022 (BOARD MEETING)
FUND TRANSFER AUTHORIZATION

NET PAYROLL 9/2/22	74,500.00
WIRE TRANSFER: FEDERAL PAYROLL TAXES 9/6/22	31,000.00
WIRE TRANSFER: STATE PAYROLL TAXES 9/6/22	6,500.00
WIRE TRANSFER: TO CREDIT UNION	2,500.00
WIRE TRANSFER: PERS RETIREMENT	18,651.00
WIRE TRANSFER: PERS HEALTH PREMIUMS	38,053.00
WIRE TRANSFER: PERS RETIRED HEALTH PREMIUMS AND FEES	1,520.00
WIRE TRANSFER: SECTION 125	127.00
WIRE TRANSFER: SECTION 457 AND 401(A)	3,857.00

CHECKING ACCOUNT TRANSFERS FOR ACCOUNTS PAYABLE:

9/2/2022 WATER FUND TO GENERAL FUND-Payables	77,433.77
WATER FUND TO GENERAL FUND-Trash	215,112.68
WATER FUND TO SEWER FUND	147,723.75
SEWER FUND TO GENERAL FUND-Payables	30,617.46

INTERFUND TRANSFERS:

9/2/2022 SEWER FUND CHECKING TO LAIF SEWER OP	115,000.00
SEWER FUND CHECKING TO LAIF SEWER ML	-
SEWER FUND CHECKING TO GENERAL FUND CHECKING	2,780.00
GENERAL FUND CHECKING TO LAIF PROP TAX	876.00
GENERAL FUND CHECKING TO LAIF FIRE MITIGATION	41,565.00
GENERAL FUND PROP TAX TO GENERAL FUND CHECKING	90,000.00
GENERAL FUND CHECKING TO SEWER FUND CHECKING	1,050.00
GENERAL FUND CHECKING TO WATER FUND CHECKING	25,500.00
GENERAL FUND CHECKING TO LAIF GRANT-TRASH	-
GENERAL FUND CHECKING TO LAIF PROJECT ADMIN BLDG	1,505,559.00
LAIF GENERAL TO GENERAL FUND CHECKING	-
LAIF PROPERTY TAX TO GENERAL FUND CHECKING	95,000.00
LAIF FIRE MITIGATION TO LAIF PROPERTY TAX	5,054.11
LAIF PROJECT ADMIN BLDG TO LAIF PROPERTY TAX	114.16
WATER FUND CHECKING TO LAIF-COP PAYBACK	35,000.00
WATER FUND CHECKING TO LAIF-W.R.	5,000.00
WATER FUND CHECKING TO GENERAL FUND CHECKING	1,516,679.00
LAIF WATER ML TO LAIF WATER REPLACEMENT	-
WATER FUND CHECKING TO LAIF WATER RESERVE	-
WATER FUND CHECKING TO LAIF WATER OP	418,266.00
WATER FUND CHECKING TO LAIF WATER ML	428,993.00
WATER FUND CHECKING TO WATER FUND BOFA PAYMODE	-
WATER FUND CHECKING TO LAIF CALOES	-
WATER FUND CHECKING TO SEWER FUND CHECKING	-
WATER FUND CHECKING TO LAIF PROJECT OPS BLDG	1,995,741.00
LAIF WATER OP TO LAIF FIELD/ADMIN BLDG	-

NOTES PAYABLE

<u>DESCRIPTION</u>	<u>BALANCE</u>	<u>PAYMENT</u>	<u>DUE DATE</u>
U.S. Bank Trust (1998 COP's Refunding)	1,970,000 Prin.	625,000	Dec-22
U.S. Bank Trust (1998 COP's Refunding)	154,020 Intr.	50,235	Dec-22
MN Plant-State Revolving Loan	3,606,041 Prin.	135,748	Jan-23
MN Plant-State Revolving Loan	582,212 Intr.	46,350	Jan-23

AP Enter Bills Edit Report

Rubidoux Community Services District (RCSACT)
Batch: AAAARG

8/25/2022 2:35:03 PM

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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
17	FERGUSON / FERGUSON ENTERPRISE INC #1350 ✓	08/10/2022 ✓	N	N			09/09/2022 ✓	1681317 ✓
TOOLS							08/10/2022	\$0.00
09/01/2022 ✓				N				\$127.62 ✓
18	FERGUSON / FERGUSON ENTERPRISE INC #1350 ✓	08/12/2022 ✓	N	N			09/11/2022 ✓	1691589 ✓
TOOLS							08/12/2022	\$0.00
09/01/2022 ✓				N				\$47.78 ✓
19	HOME DEPOT / HOME DEPOT CREDIT SERVICES ✓	08/12/2022 ✓	N	N			09/11/2022 ✓	012067-3042311 ✓
SUPPLIES							08/12/2022	\$0.00
09/01/2022 ✓				N				\$174.47 ✓
20	HOUSTON HARRIS / HOUSTON & HARRIS PCS, INC. ✓	08/08/2022 ✓	N	N			09/07/2022 ✓	22-24671 ✓
HYDROWSH							08/08/2022	\$0.00
09/01/2022 ✓				N				\$1,536.50 ✓
21	HOUSTON HARRIS / HOUSTON & HARRIS PCS, INC. ✓	08/08/2022 ✓	N	N			09/07/2022 ✓	22-24674 ✓
HYDROWSH							08/08/2022	\$0.00
09/01/2022 ✓				N				\$882.25 ✓
22	INFOSEND / INFOSEND, INC. ✓	07/10/2022 ✓	N	N			08/09/2022 ✓	216692.A ✓
JULY BILL PRNT/MAIL							07/10/2022	\$0.00
09/01/2022 ✓				N				\$45.87 ✓
23	INFOSEND / INFOSEND, INC. ✓	07/10/2022 ✓	N	N			08/10/2022 ✓	216692.B ✓
JULY POSTAGE							07/10/2022	\$0.00
09/01/2022 ✓				N				\$112.42 ✓
24	INFOSEND / INFOSEND, INC. ✓	07/29/2022 ✓	N	N			08/29/2022 ✓	218073.A ✓
JULY BILL PRNT/MAIL							07/29/2022	\$0.00
09/01/2022 ✓				N				\$1,261.82 ✓
25	INFOSEND / INFOSEND, INC. ✓	07/29/2022 ✓	N	N			08/28/2022 ✓	218073.B ✓
JULY POSTAGE							07/29/2022	\$0.00
09/01/2022 ✓				N				\$2,683.28 ✓
26	INLAND DESERT SECURITY / INLAND DESERT SECUI ✓	08/15/2022 ✓	N	N			09/14/2022 ✓	220800636101 ✓
CALL FWD							08/15/2022	\$0.00
09/01/2022 ✓				N				\$30.00 ✓
27	KH METALS / KH METALS & SUPPLY ✓	08/11/2022 ✓	N	N			09/10/2022 ✓	0611104-IN ✓
PARTS							08/11/2022	\$0.00
09/01/2022 ✓				N				\$125.13 ✓
28	KH METALS / KH METALS & SUPPLY ✓	08/11/2022 ✓	N	N			09/10/2022 ✓	0611105-IN ✓
PARTS							08/11/2022	\$0.00
09/01/2022 ✓				N				\$314.26 ✓
29	KH METALS / KH METALS & SUPPLY ✓	08/12/2022 ✓	N	N			09/11/2022 ✓	0611181-IN ✓
FSTNRS							08/12/2022	\$0.00
09/01/2022 ✓				N				\$187.45 ✓
30	KH METALS / KH METALS & SUPPLY ✓	08/12/2022 ✓	N	N			09/11/2022 ✓	0611274-IN ✓
TOOL/FSTNRS							08/12/2022	\$0.00
09/01/2022 ✓				N				\$18.10 ✓
31	MERIT OIL / MERIT OIL COMPANY ✓	08/03/2022 ✓	N	N			08/18/2022 ✓	725149 ✓
GASOLINE							08/03/2022	\$0.00
09/01/2022 ✓				N				\$1,644.99 ✓
32	RELIABLE / RELIABLE WORKPLACE SOLUTIONS ✓	07/01/2022 ✓	N	N			07/31/2022 ✓	AR109786 ✓
COPIER USG							07/01/2022	\$0.00
09/01/2022 ✓				N				\$808.86 ✓

\$158.29

\$3,945.10

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33	RELIABLE / RELIABLE WORKPLACE SOLUTIONS ✓							AR109787 ✓
PRNTR USG		07/01/2022 ✓	N	N			07/31/2022 ✓ 07/01/2022	\$0.00
09/01/2022 ✓					N			\$35.08 ✓
34	RELIABLE / RELIABLE WORKPLACE SOLUTIONS ✓							AR109788 ✓
COPIER USG		07/01/2022 ✓	N	N			07/31/2022 ✓ 07/01/2022	\$0.00
09/01/2022 ✓					N			\$8.37 ✓
35	RELIABLE / RELIABLE WORKPLACE SOLUTIONS ✓							220731-010 ✓
COPIER USG		07/31/2022 ✓	N	N			08/30/2022 ✓ 07/31/2022	\$0.00
09/01/2022 ✓					N			\$612.46 ✓
36	RELIABLE / RELIABLE WORKPLACE SOLUTIONS ✓							220731-011 ✓
PRNTR USG		07/31/2022 ✓	N	N			08/30/2022 ✓ 07/31/2022	\$0.00
09/01/2022 ✓					N			\$23.74 ✓
37	RELIABLE / RELIABLE WORKPLACE SOLUTIONS ✓							220731-020 ✓
COPIER USG		07/31/2022 ✓	N	N			08/30/2022 ✓ 07/31/2022	\$0.00
09/01/2022 ✓					N			\$2.21 ✓
38	RING BENDER / RING BENDER LLP ✓							11175 ✓
CITY RVSD APPEAL		08/10/2022 ✓	N	N			09/09/2022 ✓ 08/10/2022	\$0.00
09/01/2022 ✓					N			\$21,498.00 ✓
39	RODRIGUEZ, CL / RODRIGUEZ, CLAUDIA A. ✓							20220815 ✓
R&M VEHICLE		08/15/2022 ✓	N	N			09/14/2022 ✓ 08/15/2022	\$0.00
09/01/2022 ✓					N			\$297.37 ✓
40	SOCAL TRUCK / SOCAL TRUCKWORKS ✓							12060 ✓
R&M TRK		08/10/2022 ✓	N	N			09/09/2022 ✓ 08/10/2022	\$0.00
09/01/2022 ✓					N			\$73.75 ✓
41	SOCAL TRUCK / SOCAL TRUCKWORKS ✓							12061 ✓
R&M TRK		08/10/2022 ✓	N	N			09/09/2022 ✓ 08/10/2022	\$0.00
09/01/2022 ✓					N			\$87.27 ✓
42	UPS / UNITED PARCEL SERVICE ✓							0000F908W2332 ✓
POSTAGE		08/13/2022 ✓	N	N			09/12/2022 ✓ 08/13/2022	\$0.00
09/01/2022 ✓					N			\$25.08 ✓
43	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓							CH21250-0267 ✓
WTR ANALYSES		08/16/2022 ✓	N	N			09/15/2022 ✓ 08/16/2022	\$0.00
09/01/2022 ✓					N			\$110.00 ✓
44	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓							CH21319-0267 ✓
WTR ANALYSES		08/17/2022 ✓	N	N			09/16/2022 ✓ 08/17/2022	\$0.00
09/01/2022 ✓					N			\$375.00 ✓
45	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓							CH21323-0267 ✓
WTR ANALYSES		08/17/2022 ✓	N	N			09/16/2022 ✓ 08/17/2022	\$0.00
09/01/2022 ✓					N			\$1,850.00 ✓
46	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓							CH21329-0267 ✓
WTR ANALYSES		08/17/2022 ✓	N	N			09/16/2022 ✓ 08/17/2022	\$0.00
09/01/2022 ✓					N			\$36.00 ✓
47	BUGBEE LELAND / BUGBEE, LELAND S II ✓							20220818 ✓
TRTMT CERT		08/18/2022 ✓	N	N			09/17/2022 ✓ 08/18/2022	\$0.00
09/01/2022 ✓					N			\$105.00 ✓
48	BRINKS / BRINKS INC. ✓							12018995 ✓
AUG '22 ARMRD SVC		08/01/2022 ✓	N	N			08/31/2022 ✓ 08/01/2022	\$0.00
09/01/2022 ✓					N			\$1,183.88 ✓

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GL Date					Credit Card	CC Reference #		Total Invoice
49	CHASE CARD SERVICES / CHASE CARD SERVICES ✓	08/17/2022 ✓	N	N				22S577049795.A ✓
E-FILE/WRKNG LNCHS						09/11/2022 ✓	08/17/2022	\$0.00
09/01/2022 ✓				N				\$612.62 ✓
50	CHASE CARD SERVICES / CHASE CARD SERVICES ✓	08/17/2022 ✓	N	N				22S577049795.B ✓
RECRUITMENT						09/11/2022 ✓	08/17/2022	\$0.00
09/01/2022 ✓				N				\$1,440.00 ✓
51	CHASE CARD SERVICES / CHASE CARD SERVICES ✓	08/17/2022 ✓	N	N				22S577049795.C ✓
CARWSH						09/11/2022 ✓	08/17/2022	\$0.00
09/01/2022 ✓				N				\$6.00 ✓
52	CHASE CARD SERVICES / CHASE CARD SERVICES ✓	08/17/2022 ✓	N	N				22S577049795.D ✓
TRIMMER						09/11/2022 ✓	08/17/2022	\$0.00
09/01/2022 ✓				N				\$322.17 ✓
53	CHASE CARD SERVICES / CHASE CARD SERVICES ✓	09/17/2022 ✓	N	N				22S577049795.E ✓
NEW BLDG						09/11/2022 ✓	09/17/2022	\$0.00
09/01/2022 ✓				N				\$114.16 ✓
54	CHASE CARD SERVICES / CHASE CARD SERVICES ✓	08/17/2022 ✓	N	N				22S577049795.F ✓
SUPPLIES						09/11/2022 ✓	08/17/2022	\$0.00
09/01/2022 ✓				N				\$679.88 ✓
55	CHASE CARD SERVICES / CHASE CARD SERVICES ✓	08/17/2022 ✓	N	N				22S577049795.G ✓
PC MOUNT						09/11/2022 ✓	08/17/2022	\$0.00
09/01/2022 ✓				N				\$88.58 ✓
56	CHASE CARD SERVICES / CHASE CARD SERVICES ✓	08/17/2022 ✓	N	N				22S577049795.H ✓
GASOLINE						09/11/2022 ✓	08/17/2022	\$0.00
09/01/2022 ✓				N				\$86.63 ✓
57	CHASE CARD SERVICES / CHASE CARD SERVICES ✓	08/17/2022 ✓	N	N				22S577049795.I ✓
PUMP						09/11/2022 ✓	08/17/2022	\$0.00
09/01/2022 ✓				N				\$619.88 ✓
58	CHASE CARD SERVICES / CHASE CARD SERVICES ✓	08/17/2022 ✓	N	N				22S577049795.J ✓
UNIFORMS/BOOTS						09/11/2022 ✓	08/17/2022	\$0.00
09/01/2022 ✓				N				\$2,717.50 ✓
59	J THAYER / J THAYER COMPANY, INC ✓	08/16/2022 ✓	N	N				1607863-0 ✓
SUPPLIES						09/15/2022 ✓	08/16/2022	\$0.00
09/01/2022 ✓				N				\$262.07 ✓
60	J THAYER / J THAYER COMPANY, INC ✓	08/18/2022 ✓	N	N				1608344-0 ✓
SUPPLIES						09/17/2022 ✓	08/18/2022	\$0.00
09/01/2022 ✓				N				\$18.75 ✓
61	MASTER'S / MASTER'S SERVICES (GLACIER) ✓	08/17/2022 ✓	N	N				000000545587 ✓
BTL WTR						09/16/2022 ✓	08/17/2022	\$0.00
09/01/2022 ✓				N				\$70.50 ✓
62	RELIABLE / RELIABLE WORKPLACE SOLUTIONS ✓	07/01/2022 ✓	N	N				AR109513 ✓
COPIER USG						07/31/2022 ✓	07/01/2022	\$0.00
09/01/2022 ✓				N				\$737.72 ✓
63	RELIABLE / RELIABLE WORKPLACE SOLUTIONS ✓	07/01/2022 ✓	N	N				AR109514 ✓
PRINTER USG						07/31/2022 ✓	07/01/2022	\$0.00
09/01/2022 ✓				N				\$33.80 ✓
64	RELIABLE / RELIABLE WORKPLACE SOLUTIONS ✓	07/01/2022 ✓	N	N				AR109515 ✓
COPIER USG						07/31/2022 ✓	07/01/2022	\$0.00
09/01/2022 ✓				N				\$25.05 ✓

\$6,687.40

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GL Date					Credit Card	CC Reference #		Total Invoice
65	SANCHEZ / SANCHEZ, RITA ✓	08/19/2022 ✓	N	N			09/08/2022 ✓ 08/19/2022	11534200-01 ✓
	RFND OVRPYMT							\$0.00
09/01/2022 ✓					N			\$84.05 ✓
66	SCE / SCE ✓	08/17/2022 ✓	N	N			09/06/2022 ✓ 08/17/2022	22S700158802582 ✓
	WTR PMP ENRGY							\$0.00
09/01/2022 ✓					N			\$22,335.84 ✓
67	SCE / SCE ✓	08/17/2022 ✓	N	N			09/06/2022 ✓ 08/17/2022	22S700609292713 ✓
	WTR PMP ENRGY							\$0.00
09/01/2022 ✓					N			\$360.82 ✓
68	SCE / SCE ✓	08/17/2022 ✓	N	N			09/06/2022 ✓ 08/17/2022	22S700044576190 ✓
	SWR PMP ENRGY							\$0.00
09/01/2022 ✓					N			\$1,201.94 ✓
69	SCE / SCE ✓	08/18/2022 ✓	N	N			09/07/2022 ✓ 08/18/2022	22S700136714571 ✓
	SWR PMP ENRGY							\$0.00
09/01/2022 ✓					N			\$4,361.18 ✓
70	SCE / SCE ✓	08/18/2022 ✓	N	N			09/07/2022 ✓ 08/18/2022	22S70017965118 ✓
	SWR PMP ENRGY							\$0.00
09/01/2022 ✓					N			\$470.37 ✓
71	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	08/19/2022 ✓	N	N			09/18/2022 ✓ 08/19/2022	CH21529-0267 ✓
	WTR ANALYSES							\$0.00
09/01/2022 ✓					N			\$72.00 ✓
72	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	08/19/2022 ✓	N	N			09/18/2022 ✓ 08/19/2022	CH21531-0267 ✓
	WTR ANALYSES							\$0.00
09/01/2022 ✓					N			\$129.00 ✓
73	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	08/19/2022 ✓	N	N			09/18/2022 ✓ 08/19/2022	CH21541-0267 ✓
	WTR ANALYSES							\$0.00
09/01/2022 ✓					N			\$150.00 ✓
74	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	08/19/2022 ✓	N	N			09/18/2022 ✓ 08/19/2022	CH21543-0267 ✓
	WTR ANALYSES							\$0.00
09/01/2022 ✓					N			\$15.00 ✓
75	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	08/19/2022 ✓	N	N			09/18/2022 ✓ 08/19/2022	CH21544-0267 ✓
	WTR ANALYSES							\$0.00
09/01/2022 ✓					N			\$30.00 ✓
76	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	08/22/2022 ✓	N	N			09/21/2022 ✓ 08/22/2022	CH21645-0267 ✓
	WTR ANALYSES							\$0.00
09/01/2022 ✓					N			\$45.00 ✓
77	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	08/23/2022 ✓	N	N			09/22/2022 ✓ 08/23/2022	CH21815-0267 ✓
	WTR ANALYSES							\$0.00
09/01/2022 ✓					N			\$75.00 ✓
78	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	08/23/2022 ✓	N	N			09/22/2022 ✓ 08/23/2022	CH21818-0267 ✓
	WTR ANALYSES							\$0.00
09/01/2022 ✓					N			\$620.00 ✓
79	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	08/23/2022 ✓	N	N			09/22/2022 ✓ 08/23/2022	CH21819-0267 ✓
	WTR ANALYSES							\$0.00
09/01/2022 ✓					N			\$36.00 ✓
80	BERNELL / BERNELL HYDRAULICS, INC. ✓	08/17/2022 ✓	N	N			09/16/2022 ✓ 08/17/2022	0436839-IN ✓
	COUPLER							\$0.00
09/01/2022 ✓					N			\$31.08 ✓

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81	C WELLS / C. WELLS PIPELINE MATLS, INC ✓	07/01/2022 ✓	N	N			07/31/2022 ✓ 07/01/2022	SINV22-1681 ✓
PARTS								\$0.00
09/01/2022 ✓					N			\$848.25 ✓
82	C WELLS / C. WELLS PIPELINE MATLS, INC ✓	08/16/2022 ✓	N	N			09/15/2022 ✓ 08/16/2022	SINV22-3161 ✓
CURB STOPS								\$0.00
09/01/2022 ✓					N			\$2,479.50 ✓
83	C WELLS / C. WELLS PIPELINE MATLS, INC ✓	08/16/2022 ✓	N	N			09/15/2022 ✓ 08/16/2022	SINV22-3162 ✓
PARTS								\$0.00
09/01/2022 ✓					N			\$2,111.74 ✓
84	C WELLS / C. WELLS PIPELINE MATLS, INC ✓	08/16/2022 ✓	N	N			09/15/2022 ✓ 08/16/2022	SINV22-3163 ✓
PARTS								\$0.00
09/01/2022 ✓					N			\$424.13 ✓
85	CARQUEST AUTO PARTS / CARQUEST AUTO PARTS ✓	08/09/2022 ✓	N	N			09/08/2022 ✓ 08/09/2022	7456-500742 ✓
GASKETS								\$0.00
09/01/2022 ✓					N			\$11.16 ✓
86	DURNEY DON / DURNEY, DON ✓	08/24/2022 ✓	N	N			09/23/2022 ✓ 08/24/2022	20220824 ✓
GRNDNG/WEED ABATE								\$0.00
09/01/2022 ✓					N			\$977.50 ✓
87	EAGLE / EAGLE ROAD SVC & TIRE ✓	08/19/2022 ✓	N	N			09/18/2022 ✓ 08/19/2022	1-192767 ✓
R&M TRK								\$0.00
09/01/2022 ✓					N			\$34.77 ✓
88	EAGLE / EAGLE ROAD SVC & TIRE ✓	08/23/2022 ✓	N	N			09/22/2022 ✓ 08/23/2022	1-192866 ✓
R&M JEEP								\$0.00
09/01/2022 ✓					N			\$35.35 ✓
89	GRAINGER / GRAINGER ✓	08/17/2022 ✓	N	N			09/16/2022 ✓ 08/17/2022	9414681420 ✓
TOOL								\$0.00
09/01/2022 ✓					N			\$144.60 ✓
90	GRAINGER / GRAINGER ✓	08/17/2022 ✓	N	N			09/16/2022 ✓ 08/17/2022	9414893074 ✓
CREDIT								\$0.00
09/01/2022 ✓					N			(\$77.88) ✓
91	GRAINGER / GRAINGER ✓	08/17/2022 ✓	N	N			09/16/2022 ✓ 08/17/2022	9414893066 ✓
SUPPLIES								\$0.00
09/01/2022 ✓					N			\$60.52 ✓
92	GRAINGER / GRAINGER ✓	08/18/2022 ✓	N	N			09/17/2022 ✓ 08/18/2022	9416308626 ✓
SUPPLIES								\$0.00
09/01/2022 ✓					N			\$30.26 ✓
93	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI ✓	08/18/2022 ✓	N	N			09/17/2022 ✓ 08/18/2022	012L9712 ✓
SWITCH								\$0.00
09/01/2022 ✓					N			\$656.12 ✓
94	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI ✓	08/18/2022 ✓	N	N			09/17/2022 ✓ 08/18/2022	012L9713 ✓
PARTS								\$0.00
09/01/2022 ✓					N			\$80.82 ✓
95	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI ✓	08/18/2022 ✓	N	N			09/17/2022 ✓ 08/18/2022	012L9714 ✓
PVC PARTS								\$0.00
09/01/2022 ✓					N			\$94.29 ✓
96	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI ✓	08/18/2022 ✓	N	N			09/17/2022 ✓ 08/18/2022	012L9715 ✓
PVC PARTS								\$0.00
09/01/2022 ✓					N			\$368.21 ✓

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GL Date					Credit Card	CC Reference #		Total Invoice
97	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRIAL	08/18/2022	N	N			09/17/2022	012L9716
TUBING							08/18/2022	\$0.00
09/01/2022					N			\$309.94
98	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRIAL	08/18/2022	N	N			09/17/2022	012L9717
TUBING							08/18/2022	\$0.00
09/01/2022					N			\$250.13
99	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRIAL	08/18/2022	N	N			09/17/2022	012L9718
TUBING							08/18/2022	\$0.00
09/01/2022					N			\$250.13
100	HOME DEPOT / HOME DEPOT CREDIT SERVICES	08/18/2022	N	N			09/17/2022	0183497034244
SUPPLIES							08/18/2022	\$0.00
09/01/2022					N			\$371.61
101	HOSE MAN / HOSE-MAN, INC.	08/18/2022	N	N			09/17/2022	6239923-0001-06
PART							08/18/2022	\$0.00
09/01/2022					N			\$43.80
102	HOSE MAN / HOSE-MAN, INC.	08/18/2022	N	N			09/17/2022	6239966-001-06
BUSHING							08/18/2022	\$0.00
09/01/2022					N			\$4.03
103	JADTEC SECURITY / JADTEC SECURITY SVCS, INC.	09/01/2022	N	N			09/11/2022	2336464
MONITORING							09/01/2022	\$0.00
09/01/2022					N			\$53.85
104	MERIT OIL / MERIT OIL COMPANY	08/10/2022	N	N			08/25/2022	726305
GASOLINE							08/10/2022	\$0.00
09/01/2022					N			\$1,778.99
105	MERIT OIL / MERIT OIL COMPANY	08/19/2022	N	N			09/18/2022	728313
DIESEL FUEL							08/19/2022	\$0.00
09/01/2022					N			\$527.82
106	MCMaster-CARR / MCMaster-CARR SUPPLY CO.	08/16/2022	N	N			09/15/2022	83179374
GAUGE							08/16/2022	\$0.00
09/01/2022					N			\$125.17
107	RAMS / ROGERS, ANDERSON, MALODY & SCOTT, LL	07/31/2022	N	N			08/30/2022	71176
PRG BILL 21/22 AUDIT							07/31/2022	\$0.00
09/01/2022					N			\$2,750.00
108	RDO EQUIPMENT / RDO EQUIPMENT CO.	08/17/2022	N	N			09/16/2022	P8135735
VACTOR HOSE							08/17/2022	\$0.00
09/01/2022					N			\$607.93
109	RDO EQUIPMENT / RDO EQUIPMENT CO.	08/19/2022	N	N			09/18/2022	P8172035
NOZZLE							08/19/2022	\$0.00
09/01/2022					N			\$210.90
110	SOCAL TRUCK / SOCAL TRUCKWORKS	08/19/2022	N	N			09/18/2022	12093
R&M TRK							08/19/2022	\$0.00
09/01/2022					N			\$93.12
111	STEPSAVER / STEP-SAVER CA.LLC	08/18/2022	N	N			09/17/2022	CT429440
SALT							08/18/2022	\$0.00
09/01/2022					N			\$1,995.25
112	TOWNER / TOWNER FILTRATION	08/22/2022	N	N			09/21/2022	176419-001
FILTERS - THMPN							08/22/2022	\$0.00
09/01/2022					N			\$16,237.93

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GL Date					Credit Card	CC Reference #		Total Invoice
113	UPS / UNITED PARCEL SERVICE ✓	08/20/2022 ✓	N	N				0000F908W2342 ✓
	POSTAGE					09/19/2022 ✓	08/20/2022	\$0.00
09/01/2022 ✓					N			\$44.11 ✓
114	AGUILERA / AGUILERA, SILVANO ✓	08/24/2022 ✓	N	N				20220824 ✓
	DOT					09/23/2022 ✓	08/24/2022	\$0.00
09/01/2022 ✓					N			\$70.00 ✓
115	GONZALES / GONZALES, MICHAEL ✓	08/24/2022 ✓	N	N				20220824 ✓
	CONFERENCE					09/23/2022 ✓	08/24/2022	\$0.00
09/01/2022 ✓					N			\$911.11 ✓
116	LOCAL AGENCY FORMATION / LOCAL AGENCY FORM ✓	08/25/2022 ✓	N	N				20220823 ✓
	DIST REORG/SOI AMEND					09/24/2022 ✓	08/25/2022	\$0.00
09/01/2022 ✓					N			\$12,900.00 ✓
117	LILLESTRAND / LILLESTRAND LEADERSHIP CONSUL ✓	08/15/2022 ✓	N	N				7686 ✓
	MGMT CNSLT					09/14/2022 ✓	08/15/2022	\$0.00
09/01/2022 ✓					N			\$716.25 ✓
118	MANRIQUE, BENNY / MANRIQUE, BENNY ✓	08/24/2022 ✓	N	N				20220824 ✓
	EDU COURSE					09/23/2022 ✓	08/24/2022	\$0.00
09/01/2022 ✓					N			\$1,008.86 ✓
119	PRECISION SIGN / PRECISION SIGN & GRAPHICS ✓	08/24/2022 ✓	N	N				EST-6609 ✓
	FIRE DEPT SIGN 50%					09/23/2022 ✓	08/24/2022	\$0.00
09/01/2022 ✓					N			\$4,304.11 ✓
120	PRECISION SIGN / PRECISION SIGN & GRAPHICS ✓	08/24/2022 ✓	N	N				EST-6611 ✓
	DEMO OLD SIGN 50%					09/23/2022 ✓	08/24/2022	\$0.00
09/01/2022 ✓					N			\$750.00 ✓
121	RICHARDS, WATSON, GERSHON / RICHARDS, WATSON ✓	08/18/2022 ✓	N	N				238459 ✓
	CITY RVSD APPEAL					09/17/2022 ✓	08/18/2022	\$0.00
09/01/2022 ✓					N			\$35.50 ✓
122	RIVERSIDE COUNTY AUDITOR GAD / RIVERSIDE COUNTY ✓	08/23/2022 ✓	N	N				20220823 ✓
	SURVEY DEPOSIT					09/22/2022 ✓	08/23/2022	\$0.00
09/01/2022 ✓					N			\$1,000.00 ✓
123	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓	08/25/2022 ✓	N	N				0810_082422.A ✓
	COMM TRSH 8/10-8/24					09/24/2022 ✓	08/25/2022	\$0.00
09/01/2022 ✓					N			\$55,271.47 ✓
124	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓	08/25/2022 ✓	N	N				0810_082422.B ✓
	RES TRSH 8/10-8/24					09/24/2022 ✓	08/25/2022	\$0.00
09/01/2022 ✓					N			\$159,841.21 ✓
125	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓	08/25/2022 ✓	N	N				0810_082422.C ✓
	RCSD SHR COMM					09/24/2022 ✓	08/25/2022	\$0.00
09/01/2022 ✓					N			(\$7,185.29) ✓
126	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓	08/25/2022 ✓	N	N				0810_082422.D ✓
	RCSD SHR RES					09/24/2022 ✓	08/25/2022	\$0.00
09/01/2022 ✓					N			(\$4,688.78) ✓
127	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓	08/25/2022 ✓	N	N				0810_082422.E ✓
	BILLING FEE					09/24/2022 ✓	08/25/2022	\$0.00
09/01/2022 ✓					N			(\$3,000.00) ✓

Grand Totals

Total Direct Expense: \$359,536.77
 Total Direct Expense Adj: (\$14,951.95)
 Total Non-Electronic Transactions: \$344,584.82

JMK
 8/29/22

① 414,951.95
 14,874.07 Tri-co
 77.88 600 mg
 14,000.00

② 4344,584.82
 344,584.82
 275.00 Union PR
 3/19/20

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

8/25/2022 10:56:56 AM

Page 9

Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Due Date	Discount Date	Invoice #
PO Number		Immediate GL Account			Check #			Discount
GL Date					Credit Card	CC Reference #	Payment Date	Total Invoice

Report Summary

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

6. ACKNOWLEDGEMENTS – THIS IS THE TIME FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD ON ANY NON-AGENDA MATTER.

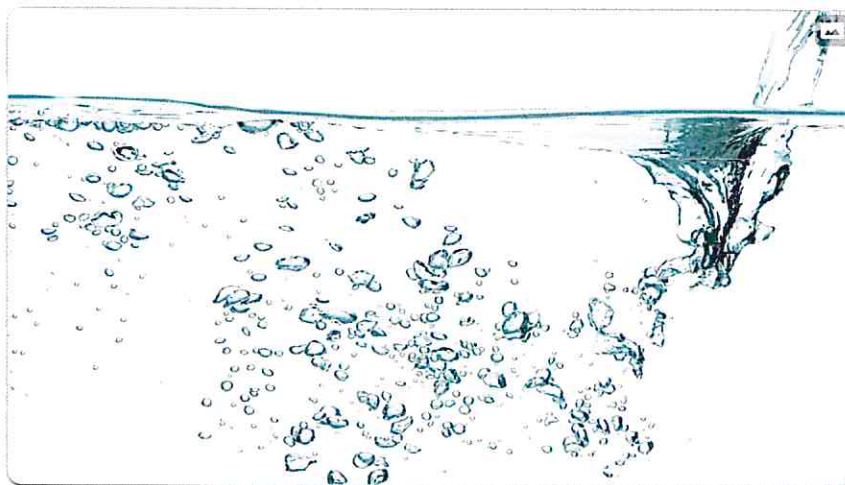
7. CORRESPONDENCE AND RELATED INFORMATION

DRINKING WATER > TREATMENT

Research finds new, simple method to destroy PFAS

A new process has been able to break down PFOA, GenX, PFCAs, and PFECAs in water heated to only 248 degrees Fahrenheit with dimethyl sulfoxide and sodium hydroxide.

Aug. 23, 2022



PFAS, a group of manufactured chemicals commonly used since the 1940s, are called “forever chemicals” for a reason. Bacteria can’t eat them; fire can’t incinerate them; and water can’t dilute them. And, if these toxic chemicals are buried, they leach into surrounding soil,

LATEST IN TREATMENT

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becoming a persistent problem for generations to come.

Now, chemists at Northwestern University and the University of California – Los Angeles have done the seemingly impossible. Using low temperatures and inexpensive, common reagents, the research team developed a process that causes two major classes of PFAS compounds to fall apart – leaving behind only benign end products.

The simple technique potentially could be a powerful solution for disposing of the harmful chemicals, which are linked to many dangerous health effects in humans, livestock, and the environment.

“PFAS has become a major societal problem,” said Northwestern’s William Dichtel, who led the study. “Even just a tiny, tiny amount of PFAS causes negative health effects, and it does not break down. We can’t just wait out this problem. We wanted to use chemistry to address this problem and create a solution that the world can use. It’s exciting because of how simple – yet unrecognized – our solution is.”

In a paper published in the journal *Science*, the researchers show that in water heated to just 176 to 248 degrees Fahrenheit, common, inexpensive solvents and reagents severed molecular bonds in PFAS that are among the strongest known and initiated a chemical reaction that “gradually nibbled away at the molecule” until it was gone, said UCLA distinguished research professor and co-corresponding author Kendall Houk.

The simple technology, the comparatively low

temperatures and the lack of harmful byproducts mean

the RO flow in...



Aug. 16, 2022

eatment

outh Korea search improves...



Aug. 15, 2022

Treatment

AECOM to provide filtration...



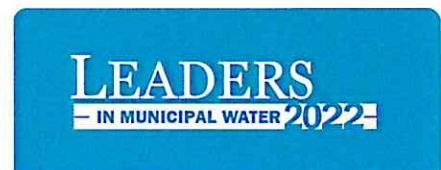
Aug. 11, 2022

Treatment

University of Kentuck...



Aug. 8, 2022



- ⊕ Aeration
- ⊖ Chemicals / Biochemicals
- ⊕ Computers / Software
- ⊕ Corrosion Control
- ⊕ Customer Information Systems
- ⊖ Desalination / Brackish Water
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temperatures and the lack of harmful byproducts mean there is no limit to how much water can be processed at once, Houk added. The technology could eventually make

it easier for water treatment plants to remove PFAS from drinking water.

Unbreakable Bonds

Although community efforts to filter PFAS from water have been successful, there are few solutions for how to dispose of PFAS once it is removed. The few option that are now emerging generally involved PFAS destruction at high temperatures and pressures or other methods that require large energy inputs.

“In New York state, a plant claiming to incinerate PFAS was found to be releasing some of these compounds into the air,” Dichtel said. “The compounds were emitted from the smokestacks and into the local community. Another failed strategy has been to bury the compounds in landfills. When you do that, you are basically just guaranteeing that you will have a problem 30 years from now because it’s going to slowly leach out. You didn’t solve the problem. You just kicked the can down the road.”

The secret to PFAS’s indestructibility lies in its chemical bonds. PFAS contains many carbon-fluorine bonds, which are the strongest bonds in organic chemistry. As the most electronegative element in the periodic table, fluorine wants electrons — and badly. Carbon, on the other hand, is more willing to give up its electrons.

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- ⊕ Pumps
- ⊕ Safety Equipment
- ⊕ Sampling & Analyzing Equipment & Instrumentation
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- ⊖ Sludge Dewatering & Processing Equipment
- ⊖ Stormwater Equipment & Services

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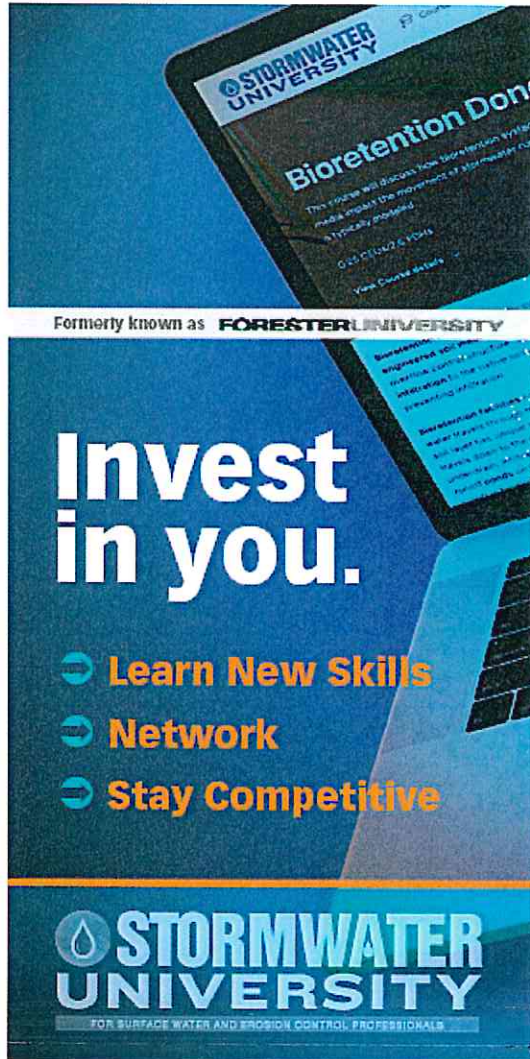
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Drinking & Related

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“When you have that kind of difference between two atoms — and they are roughly the same size, which carbon and fluorine are — that’s the recipe for a really strong bond,” Dichtel explained.

Pinpointing PFAS’ Achilles’ Heel

But, while studying the compounds, Dichtel’s team found a weakness. PFAS contains a long tail of unyielding carbon-fluorine bonds. But at one end of the molecule, there is a charged group that often contains charged

×

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oxygen atoms. Dichtel's team targeted this head group by heating the PFAS in dimethyl sulfoxide — an unusual solvent for PFAS destruction — with sodium hydroxide, a

common reagent. The process decapitated the head group, leaving behind a reactive tail.

“That triggered all these reactions, and it started spitting out fluorine atoms from these compounds to form fluoride, which is the safest form of fluorine,” Dichtel said. “Although carbon-fluorine bonds are super strong, that charged head group is the Achilles’ heel.”

In previous attempts to destroy PFAS, other researchers have used high temperatures — up to 400 degrees Celsius. Dichtel is excited that the new technique relies on milder conditions and a simple, inexpensive reagent, making the solution potentially more practical for widespread use.

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HISTORY

Droughts in California are a historical certainty



A view of Big Bear Lake in 1956 shows the reservoir seriously depleted from drought and irrigation. An agreement in 1977 ended the use of water from the lake for irrigation, and today the lake is maintained strictly for recreation and wildlife. FROM THE COLLECTION OF MARK LANDIS

California's status as the most populous state in the U.S., and as a major supplier of the country's agricultural products draws national and worldwide attention when a drought affects the region.

A look back at the earliest days of record-keeping in California shows the Golden State is often the parched state, with residents suffering through prolonged periods of drought, that are often followed by record-breaking rain, snow and flooding.

Droughts and their severity don't have a universal definition, but the National Oceanic and Atmospheric Administration provides a general definition as "a deficiency of precipitation over an extended period of time (usually a season or more), resulting in a water shortage."

With few or no weather records available, California's early settlers often made the mistake of assuming the wet years they arrived in would be consistent, and suitable for agriculture. An example of this is the cattle rancho system that saw a rapid decline with the onset of the great drought of 1863-64.

California's native population was experienced with regional droughts, and tribes that lived in areas with fluctuating rainfall and resources were adept at simply moving to the water and resources.

When the Salt Lake Mormons were scouting Southern California in 1851 for a new settlement location, they found the San Bernardino Valley to have an abundance of water, and to be well suited for agriculture.

Historian Leo Lyman commented on the wet environment in his book about the Mormon settlement "San Bernardino, The Rise and Fall of a California Community." He wrote:

"If anything, the San Bernardino Valley was over-endowed with water. The area north of present-day Baseline, particularly between A and D streets, had such a high water level that ponds were visible amid the tule swamplands and dense willow thickets."

By 1856, the Mormon settlement was experiencing their first California drought, and the residents had to build extensive new infrastructure to supply enough water to irrigate crops. This drought lasted until 1859, and in 1861, California was experiencing another dry year.

In December 1861, the first in a series of torrential storms slammed into California, and the ensuing downpours produced the largest flood in the state's recorded history.

Estimates from the USGS show this series of storms produced precipitation in many places that exceeded levels experienced on average only once every 500 to 1,000 years.

Huge portions of California's Central Valley became an inland sea, covering an area about 300 miles long, by about 20 miles wide, with depths up to 30 feet.

In the early 1880s, citrus farming began to expand rapidly across the San Bernardino Valley, and local developer Frank E. Brown came up with a plan to capture water in the nearby San Bernardino Mountains for irrigation.

Brown and his investors completed the dam at Bear Valley in 1884, and Big Bear Lake soon became a bellwether of drought conditions in Southern California. The reservoir behind the dam was filled, but by 1899, a drought and increased irrigation had depleted the lake to a puddle, a phenomenon that would play out again in other major droughts.

According to Redlands historian Tom Atchley, the farmers migrating to California were not prepared for prolonged droughts, "Farmers coming from the East Coast believed that

rainfall here would be slightly less than in the east, but it would still be enough to support their crops. They were beside themselves when Big Bear Lake dried up in 1899.”

The drought of 1924 brought widespread devastation across the state, and it generated serious interest in irrigation, and investment in bonds to build large infrastructure to transport and store water.

The great Dust Bowl era lasted from 1930 to 1940, and had a devastating impact on much of the country.

The Dust Bowl drove Californians to begin making extraordinary investments in water infrastructure, including the Central Valley Project. This project brought water from Northern California to the parched San Joaquin Valley via a complex system of reservoirs and aqueducts.

In April 1931, San Bernardino Valley growers and the Bear Valley Chamber of Commerce were so worried about the drought and the water level in Big Bear Lake, they tried to hire a “rainmaker” to create precipitation to fill the lake and save their crops.

Charles Hatfield of Glendale, was a well-known rainmaker, and he claimed credit for bringing a deluge to fill a San Diego reservoir in 1916. Hatfield’s fee was \$10,000, which would be paid if his efforts raised Big Bear Lake’s water level from 62 feet to 72 feet by May 31, 1933.

Hatfield’s method to create rain was to build a series of wooden towers where he would burn a secret concoction of chemicals that he said caused rain clouds to form, and eventually bring rain. The community didn’t raise enough funds to pay Hatfield, and he went back to selling sewing machines in Glendale.

The Great Flood of 1938 brought a temporary end to the drought in California, bringing torrential downpours and destructive flooding across the southern part of the state.

The state endured serious droughts in the 1950s that contributed to the creation of the State Water Project.

Another major drought in 1976 and the following year, 1977, is the driest year in the state’s history to date.

In 1980, scientists discovered the influence of climate patterns across the tropical Pacific Ocean known as the El Niño-Southern Oscillation, that have a significant effect on drought cycles.

The drought of 1986 to 1992 was one of California’s longest dry spells, and much of the U.S. was also affected. The eruption of Mount Pinatubo in 1991, and a significant El Niño event in 1992 brought persistent heavy rains.

Prolonged droughts also occurred from 2007 to 2009 and 2011 to 2017.

Once again, California is in a drought.

The first four months of 2022 were the driest on record, and Sierra Nevada snowpack and reservoirs are at historically low levels. This dry spell is worsened by two previous years of low precipitation. Reductions in water usage are being called for statewide, and across the Southwest.

Science has made significant advancements in predicting the odds of a drought occurring, but as in the past, cut backs in water delivery, and crop damage are still recurring events.

Mark Landis is a freelance writer. He can be reached at Historyinca@yahoo.com.



Craig D. Miller
General Manager

Mike Gardner
Division 1

Gracie Torres
Division 2

Brenda Dennstedt
Division 3

Laura Roughton
Division 4

Fauzia Rizvi
Division 5

August 16, 2022

The Honorable Gavin Newsom
Governor, State of California
1021 O Street, Suite 9000
Sacramento, CA 95814

Re: Western Municipal Water District's Strong Support for California's Water Supply Strategy

Dear Governor Newsom,

On behalf of Western Municipal Water District (Western), I am writing to applaud your recent announcement unveiling California's Water Supply Strategy (Strategy) released by your administration on August 11, 2022. As you said during the August 11 press conference, California isn't just in extreme drought – we're in a water crisis, which demands that we think bigger and bolder, and we need to act now.


Western is supportive of the goals within the Strategy of accelerating new water supply projects such as additional above and below-ground storage, significantly increasing water recycling, expanding ocean and groundwater desalting, and modernizing conveyance across the Sacramento-San Joaquin Delta.

California's water supply crisis has hit a tipping point, with impacts spreading far and wide, reaching local communities and critical industries, putting us once again in jeopardy. This is a pivotal moment in the state's future – one in which bold political leadership will emerge, or future generations will suffer. The State, in partnership with water managers, has a responsibility to maintain a system that will provide enough water for present needs and invest in system improvements that will serve the needs of the next generation.

Western knows first-hand the extensive investment needed to be resilient. As a water district in arid western Riverside County that covers more than 527 square miles and serves 1 million people, we've invested heavily in local water projects as our population grows and the climate changes. In the last decade, Western has invested tens of millions of dollars in local reliability projects, resulting in shifting from 100% dependence on imported water to only 60%. Our customers have also cut per capita water usage in half, maintained demands at these reduced volumes, and are responding to your increased calls for conservation.

While water agencies are making local investments in resiliency and increasing messaging to further reduce demands during this most recent drought, it is not enough to protect California's water-dependent economy from climate change induced impacts on the capture and delivery of precipitation and snowpack. The volume of water that naturally falls on this state must be optimized for our people, businesses, agriculture and the environment. We can never replace this abundant resource with conservation or desalination projects.

As a founding member of the [Solve the Water Crisis Coalition](#) (Coalition), Western is urging the State to make significant, accelerated investments in storage, conveyance, creative regulatory solutions, and local projects. The Coalition is sounding the alarm that the state can no longer take the easy path and simply remain at the mercy of the



current inadequate and inefficient water system. The Coalition is receiving widespread support from cities, counties, businesses, agriculture, and other key stakeholders who agree that water must be one of the State's top investment priorities.

Projects that transformed the West like Shasta Dam, Hoover Dam, Colorado River Aqueduct, Lake Oroville, the State Water Project, the state highway system, and the world-renowned state university systems were not easy to approve or inexpensive to complete, but previous generations mustered the will and resources to get the job done. It's time for our generation to make the necessary water system investments that will sustain the California economy for our children's children and the generations beyond.

Very Respectfully,

CRAIG D. MILLER, P.E.
General Manager

Cc: Secretary Wade Crowfoot, California Natural Resources Agency
Secretary Karla Nemeth, Department of Water Resources
The Honorable Richard Roth, California State Senate
The Honorable Melissa Melendez, California State Senate
The Honorable Kelly Seyarto, California State Assembly
The Honorable Jose Medina, California State Assembly
The Honorable Sabrina Cervantes, California State Assembly
The Honorable Marie Waldron, California State Assembly

8. MANAGER'S REPORT (Second Meeting each Month)

- a) Operations Report
- b) Emergency and Incident Report
- c) Follow up to questions at prior Board Meeting and other updates

9. UPDATE BOARD OF DIRECTORS ON NON-ROUTINE CAPITAL
EXPENDITURES ASSOCIATED WITH FIRE STATION 38:

DM 2022-81

Rubidoux Community Services District

Board of Directors

Hank Trueba Jr., President
Bernard Murphy, Vice-President
Armando Muniz
F. Forest Trowbridge
John Skerbelis

General Manager

Jeffrey D. Sims



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

DIRECTORS MEMORANDUM 2022-81

September 1, 2022

To: Rubidoux Community Services District
Board of Directors

Subject: Update Board of Directors on Non-Routine Capital Expenditures Associated with
Fire Station 38

BACKGROUND:

The Rubidoux Community Services District (“District”) is responsible for providing Fire Protection Services within the District’s boundary and provides this service through a contract with Riverside County Fire / CalFire (“County Fire”) for staffing and equipment. Since 2006, the District has owned Fire Station 38’s property and building and as the owner, the District is responsible for its ongoing upkeep and replacement of long-lived assets. Funding to pay County Fire for contract services and routine recurring expenses related to upkeep of Fire Station 38 comes from the District’s share of property taxes paid by property owners within the District service boundary. The District retains an operating reserve from this funding source for upkeep and routine recurring expenses.

In May 1988, the Board adopted Ordinance No. 85 establishing certain fire protection mitigation fees to be used by the District to “*construct and/or equip new fire station facilities, or for equipment at existing facilities...*” with the intended purpose of restricting these monies for non-recurring expenditures, or in other words, long-lived assets. Fire mitigation fees are collected by District personnel at the same time other water and sewer capacity fees are collected. Currently, the District collects \$815 per single family residence and \$.41 per square foot for each commercial building.

Fire Station 38 Sign

In February 2020, the sign for Fire Station 38 situated in front of the flagpole at the corner of Mission Blvd. and Avalon Street was hit and destroyed by a drunk driver. During the time of the accident, a police report was filed and the driver’s insurance information was gathered by the District. Fire Station 38 personnel took the lead on

replacing the sign and contacted various vendors. Shortly after, in March 2020, Governor Gavin Newsom proclaimed a state of emergency to exist in California due to the spread of COVID-19. This was followed by a “stay at home order” for which many non-essential businesses were required to shutter their doors. Given the uncertainty of the COVID-19 pandemic, Fire Station 38 and District personnel shifted its focus away from replacing the sign and onto the core functions of their respective organizations as both were designated as critical infrastructure agencies. Although the sign was not replaced in a timely manner, the initial efforts made by Fire Station 38 personnel to replace the sign allowed for the District to file a claim and seek damages against the driver’s insurance. In June 2020 the District received insurance proceeds of \$7,288.07 for the estimated future cost of replacing the Fire Station 38 sign.

In early 2022, the height of the pandemic was over and District staff resumed communications with Fire Station 38 personnel to get the sign rebuilt. Locating a vendor to perform the work proved tough but Fire Station 38 personnel found a local vendor from Jurupa Valley, Precision Sign and Graphics, who provided two options for the District to consider. District personnel discussed the two options with Fire Station 38 personnel and both parties agreed on Option 1 (Exhibit A). The design was modest but yet had a personal touch to the District by incorporating its logo. The estimate provided by the vendor for this work was \$8,608.21 (Exhibit B) which was \$600 less than the estimate for Option 2. Additionally, before the new sign can be set, the District requires the removal of the old sign’s pillars left standing after the accident. The estimate for this work is \$1,500 (Exhibit C). Combined, the total estimated cost to the District for rebuilding the sign at Fire Station 38 is \$10,108.21. This cost, mitigated by the insurance proceeds received in 2020 results in an “out-of-pocket” expense to the District of \$2,820.14. The lead time for the sign is estimated at 6-8 weeks and due to material and production costs, the vendor requires a 50% deposit at the time of order with the remaining paid at time of installation. Included in tonight’s ‘AP Enter Bills Edit Report’ under Agenda Item 5 is a check payable to Precision Sign and Graphics for \$5,054.11 which represents 50% of the total cost.

Fire Station 38 Water Heater

The commercial grade water heater at Fire Station 38 is the original from 2006. Fire Station 38 personnel began experiencing issues with the water heater in early 2021. As a result, the District’s plumber was called to assess and repair the problem. During the service call, the District’s plumber made the water heater operational but informed staff the water heater was near the end of its useful life. On August 18, 2022, District staff received a call from Fire Station 38 personnel the water heater had failed. As hot water is a health and safety measure for Fire Station 38 personnel, an urgent solution was needed. District staff coordinated a service call with its plumber to assess the condition. The District’s plumber confirmed the water heaters failure. District personnel was presented with four options for replacement (Exhibit D). District and Fire Station 38 personnel discussed the four options and both sides agreed Option B to be the preferred choice with an “all-in” cost of \$15,449.50. As of the writing of the Memorandum, District personnel began coordination efforts with its plumber to replace the failed water heater. In the meantime, Fire Station 38 was outfitted with a temporary water heater until the replacement is installed.

Budget and Cash Considerations

The combined cost of replacing the sign and water heater at Fire Station 38 is estimated at \$25,557.71. Factoring in insurance proceeds, the net cost to the District for the two asset replacements is \$18,269.64. The District budgeted \$250,000 in its FY 22|23 Fire/Weed Abatement Fund Budget In. 18 ‘Misc. Asset Acq./Replacements’ specifically for expenditures like these. Additionally, as of the writing of this Memorandum, the District has approximately \$2.061 million in its Fire Mitigation cash account, which serves as the funding source for Fire

Station 38 asset replacements. District staff determined the FY 22|23 Fire/Weed Abatement Fund Budget and Fire Mitigation cash account to have sufficient capacity for these expenditures and will continue working with its vendors to get these two new assets installed.

RECOMMENDATION:

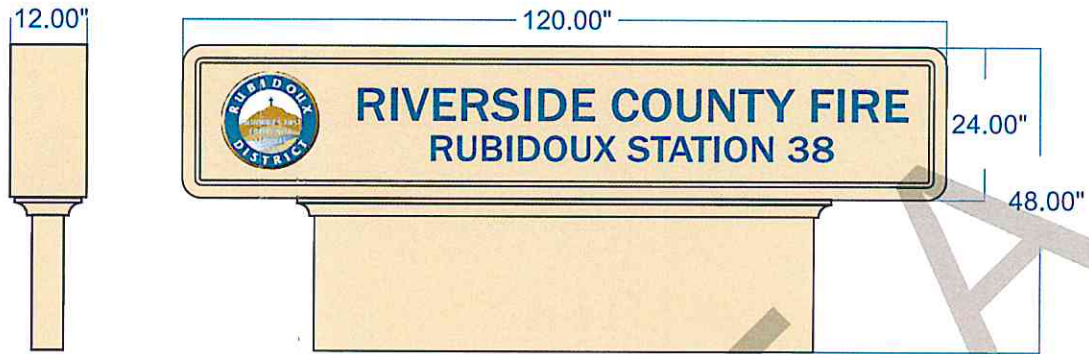
No Board action is required, informational only.

Respectfully,



JEFFREY D. SIMS, P. E.
General Manager

Attachment: Exhibit A – Monument Sign Proof
 Exhibit B – Estimate Monument
 Exhibit C – Estimate Pillar Demolition
 Exhibit D – First Choice Invoice



PLEASE REVIEW/PROOFREAD EVERYTHING INCLUDED ON YOUR PROOF!



10247 Bellegrave Avenue
 Suite 134
 Jurupa Valley, CA 91752
 (951) 332-2700

ESTIMATE

EST-6609

Custom Imaging Done with Precision
 www.precisionsignandgraphics.com

Created Date: 2/21/2022

DESCRIPTION: Faux Stone Monument Sign | 10'x4'X1' Model 23

Bill To: Riverside County Fire Station 38
 5721 Mission Blvd
 Jurupa Valley, CA 92509
 US

Requested By: Jason Rogne
 Email: jason.rogne@fire.ca.gov

Salesperson: Nicole Prieto

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	Faux Stone Monument	1	\$7,293.00	\$7,293.00	\$7,293.00
1.1	Custom Order Sign - Model Template 23 Part Qty: 1 Width: 120.00" Height: 48.00" Sides: 1 Text: Painted one standard color from chart Custom lettering and logo applied Additional finishes available				
1.2	Custom - Dimensional Lettering - 4" tall RIVERSIDE COUNTY FIRE Part Qty: 1 Text: .25" thick acrylic letters painted 1 PMS color				
1.3	Custom - Dimensional Lettering - 4" tall RUBIDOUX STATION 38 Part Qty: 1 Text: .25" thick acrylic letters painted 1 PMS color				
1.4	3mm ACM - Custom Cuts - 13" RCSD logo Part Qty: 1 Width: 13.00" Height: 13.00" Text: 3mm aluminum round printed graphics applied Client to supply vector artwork				

2	Installation	1	\$750.00	\$0.00	\$750.00
2.1	Installation -				

All custom orders require a 50% initial deposit, with the balance paid upon installation or pickup. Orders under \$300 will require advanced payment in full. We accept all major credit cards, cash, and checks.

Subtotal:	\$8,043.00
Taxable Amount:	\$7,293.00
Taxes:	\$565.21
Grand Total:	\$8,608.21

Please review all artwork including spelling, before approving proof. Two design revisions are included, after which additional graphic design fees may apply. Cost estimates are subject to revision based upon newly disclosed information including but not limited to: condition or location of vehicle/property, change order requests, and details affecting project timelines.

Thank you. We appreciate the opportunity to earn your business!

EXHIBIT B



10247 Bellegrave Avenue
 Suite 134
 Jurupa Valley, CA 91752
 (951) 332-2700

ESTIMATE EST-6611

Custom Imaging Done with Precision
 www.precisionsignandgraphics.com

Created Date: 2/21/2022

DESCRIPTION: Existing Pillar Removal

Bill To: Riverside County Fire Station 38
 5721 Mission Blvd
 Jurupa Valley, CA 92509
 US

Requested By: Jason Rogne
 Email: jason.rogne@fire.ca.gov

Salesperson: Nicole Prieto

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	Pillar Demolition	1	\$1,500.00	\$0.00	\$1,500.00
1.1	Installation - Text: Demolition of existing pillars with mounted hardware. Removal 6" below grade. Includes haul away and disposal.				

All custom orders require a 50% initial deposit, with the balance paid upon installation or pickup. Orders under \$300 will require advanced payment in full. We accept all major credit cards, cash, and checks.

Subtotal:	\$1,500.00
Taxable Amount:	\$0.00
Taxes:	\$0.00
Grand Total:	\$1,500.00

Please review all artwork including spelling, before approving proof. Two design revisions are included, after which additional graphic design fees may apply. Cost estimates are subject to revision based upon newly disclosed information including but not limited to: condition or location of vehicle/property, change order requests, and details affecting project timelines.

Thank you. We appreciate the opportunity to earn your business!

Invoice

First Choice Plumbing Heating & Air Conditioning Inc.

3157 Chicago Ave.
PO Box 5140
Riverside CA 92507
951-780-8171 FAX: 951-682-6475
Lic# 260795

Account # 104240

Invoice # I358254
Date: 8/19/2022
Page # 1 of 2

Rubidoux Community Services Dist
3590 Rubidoux Blvd
Riverside CA 92509

Service At:
Fire Station #38
5721 Mission Blvd
Riverside CA 92509

Service Date PO # Job # 265508 Contract # Claim #

Recommendations

Replaced failed commercial grade water heater in exterior closet. Replace 2 - 1 1/2" copper ball valves on inlet and outlet with dielectric unions and all needed copper piping and fittings. Replace pressure tank in system. Install code style earthquake strapping and drip leg on gas valve.

Replace existing 399,900 BTU 100 gallon water heater with new Bradford White:

Option A:
399,000 BTU 100 gallon tank with all connections \$23,653.48

Option B:
199,999 BTU 100 gallon tank \$15,449.50

Option C:
80,000 BTU 100 gallon tank \$11,859.24

Option D:
76,000 BTU 75 gallon tank \$10,272.36

Note - The higher the BTU rate the more gallons per minute recovery the tank can produce. The existing tank has a high recovery

Terms: Due Upon Receipt

Please pay from this Invoice

Please Detach and Return with Remittance

Check Enclosed []	Method of Payment
Master Card [] Visa [] AmExp [] Discover []	
Acct # _____	Exp Date _____
Name on Card _____	
Signature _____	

Invoice # I358254
Date : 8/19/2022
Account # 104240

Rubidoux Community Services Dist

Remit To:

First Choice Plumbing Heating & Air Conditioning Inc.
PO Box 5140
Riverside CA 92517-5140

Amount Due \$0.00

Amount Paid _____

Invoice

First Choice Plumbing Heating & Air Conditioning Inc.

3157 Chicago Ave.
PO Box 5140
Riverside CA 92507
951-780-8171 FAX: 951-682-6475
Lic# 260795

Account # 104240

Invoice # I358254
Date: 8/19/2022
Page # 2 of 2

rate.

Total \$0.00

EXHIBIT D

10. CONSIDER REIMBURSEMENT AGREEMENT WITH CENTURY
COMMUNITIES OF CALIFORNIA, LLC FOR CONSTRUCTION OF
MASTER PLANNED WATER TRANSMISSION PIPELINE:

DM 2022-82

Rubidoux Community Services District

Board of Directors

Hank Trueba Jr., President
Bernard Murphy, Vice-President
Armando Muniz
F. Forest Trowbridge
John Skerbelis

General Manager
Jeffrey D. Sims



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

DIRECTORS MEMORANDUM 2022-82

September 1, 2022

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Reimbursement Agreement with Century Communities of California, LLC for Construction of Master Planned Water Transmission Pipeline

BACKGROUND:

Century Communities of California, LLC (“Developer”) is developing a project within Rubidoux Community Services District’s (“District”) service area commonly called Emerald Ridge South (“Project”). The Project encompasses multi- and single-family residences in the area bounded approximately by Kenwood Place on the northeast, Canal Street on the northwest, the 60 Freeway on the southwest, and Avalon Street on the southeast. This is depicted in Exhibit 1 of the attached agreement.

The District’s 2022 Water Master Plan was adopted by the Board of Directors on June 16, 2022. The 2022 Water Master Plan includes the construction of an 18” diameter water transmission pipeline to replace an existing 12” diameter water transmission pipeline in Alta Street. This replacement pipeline is hereinafter referred to as the “District Water Facility”. These District Water Facilities are shown on Exhibit 3 of the attached agreement.

The Developer proposes to abandon a portion of Alta Street for in-tract circulation improvements and to enable more lots to be built.

The length of the District Water Facility as shown in the 2022 Water Master Plan is 700 lineal feet. To match the proposed configuration of streets in the Project the Developer proposes building the District Water Facilities in the new alignment, making it longer than the 700 lineal feet shown in the 2022 Water Master plan.

This District Water Facility is included in the 2022 Water Master Plan its cost is considered in the calculation of the District's Water Capacity Fee. The Developer has requested a credit equaling the cost of the District Facility against Water Capacity Fees due for the Project. Staff has reviewed this credit request and has proposed the credit amount be based on the incremental difference in cost carried in the 2022 Water Master Plan between a 12" diameter and a 18" diameter water pipeline for 700 lineal feet. This equates to \$175,000.

Staff and District Counsel have coordinated with Century Communities of California, LLC in the development of the attached Agreement and recommend the Board of Directors consider its approval.

RECOMMENDATION:

Staff recommends the Board of Directors consider authorizing the General Manager to sign the agreement entitled – "Reimbursement Agreement – Master Planned Sewer System Improvements, Tract No. 37640 (Century Communities)."

Respectfully,



JEFFREY D. SIMS, P. E.
General Manager

Attach: Reimbursement Agreement – Alta Street Water Transmission Pipeline Realignment and Upgrade for Tract No. 37640 (Century Communities)

**REIMBERSEMENT AGREEMENT
ALTA STREET WATER TRANSMISSION PIPELINE
REALIGNMENT AND UPGRADE
FOR
TRACT NO. 37640**

This Agreement is made by and between the Rubidoux Community Services District, a public agency (“District”) and CENTURY COMMUNITIES OF CALIFORNIA, LLC, a Delaware limited liability company (“Developer”). District and Developer may be collectively referred to herein as “Parties” and individually as “Party.”

RECITALS

- A. **WHEREAS**, Developer proposes developing Tract No. 37640 a project consisting of 97 single-family homes and 118 attached townhomes (“Project”) located in the District’s service area northerly of State Highway 60 between Canal Street and Avalon Street as shown on attached Exhibit 1; and
- B. **WHEREAS**, the Developer as a condition of receiving entitlement approvals for the Project through the City of Jurupa Valley, California must construct water and sewer facilities that will be owned, operated, and maintained by the District so the District can provide water and sewer service to the Project; and
- C. **WHEREAS**, the District requires the Developer at the Developer’s sole expense to design, bid, and install to District standards all onsite water and sewer facilities within the proposed Project; and
- D. **WHEREAS**, the District currently owns a 12” diameter Water Transmission Pipeline in the public right of way commonly known as Alta Street as shown on attached Exhibit 2; and
- E. **WHEREAS**, the District has in its 2022 Water Master Plan a proposed upgrade to the aforementioned 12” diameter Water Transmission Pipeline to an 18” diameter Water Transmission Pipeline which is 700 feet long as shown on attached Exhibit 3 which the District is requiring as a condition of the Project to construct. This upgrade is referred to hereafter as the “Replacement Pipeline”; and
- F. **WHEREAS**, the Developer in the course of designing the project portions of Alta Street will be abandoned to reduce in-tract traffic as shown on attached Exhibit 4; and

G. **WHEREAS**, the Developer proposes new in-tract circulation streets and the Replacement Pipeline will be installed in this new alignment as shown on attached Exhibit 5; and

H. **WHEREAS**, the Developer proposes providing an easement to the benefit of the District for the continuation of the Replacement Pipeline so the Replacement Pipeline can be reconnected to existing District water pipeline facilities as shown on attached Exhibit 5; and

I. **WHEREAS**, the realignment of the Replacement Pipeline is due solely to the abandonment of a portion of Alta Street and construction of new streets in-tract by the Developer to better suit the creation of new lots and traffic flows in the Project; and

J **WHEREAS**, the realigned Replacement Pipeline will be 929.95 lineal feet long from Station 10+05.81 to Station 19+88.73 as shown in the construction drawings attached as Exhibit 6; and

K. **WHEREAS**, the length of the new 18" Water Transmission Pipeline shown in the District's Water is shorter than the Replacement Pipeline shown on the construction drawings; and

L **WHEREAS**, the Developer would otherwise be solely responsible to install a new 12" diameter Water Transmission Pipeline in the new street alignment proposed for the Project in the absence of the District Water Master Plan identifying the need to upgrade the 12" diameter water pipeline to 18" diameter water pipeline; and

M. **WHEREAS**, both the Developer and the District recognize that the Replacement Pipeline must be constructed concurrently with the construction of the Project; and

N. **WHEREAS**, the District acknowledges the Developer can receive a credit against Water Capacity Fee due for the Project up to the incremental difference of upgrading the Replacement from 12" to 18" diameter for the maximum length shown in the 2022 Water Master Plan as shown in attached Exhibit 3.

N. **WHEREAS**, the purpose of this Reimbursement Agreement is to describe the terms and conditions regarding the Parties efforts related to reimbursement for Replacement Pipeline improvements installed by the Developer.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained the Parties agree to as follows:

1. **Scope of Replacement Pipeline Improvements.**

The Parties agree the Replacement Pipeline pursuant to this Agreement include: 700 lineal feet of 18" diameter Water Transmission Pipeline pursuant to District's 2022 Water Master Plan as attached as Exhibit 3 in an alignment as show in Exhibit 6.

2. **Design of Water Transmission Pipeline Improvements.**

The design of the Replacement Pipeline Improvement Plans is a Developer's expense as part of designing the overall water plans for the Project and is not an eligible expense for reimbursement because the Developer would have to prepare these plans as part of building the Project due to realignment of Alta Street. The Developer is solely responsible for obtaining all required federal, state, and local permits and approvals including, for example and not by way of limitation, the California Department of Public Health ("CDPH"), City of Jurupa Valley, and CalTrans. Notwithstanding the foregoing, the District shall assist the Developer in procuring any such permits and will execute applicable and appropriate documentation necessary for the procurement of the same.

3. **Construction and Installation of the Replacement Pipeline**

a. Construction and Installation. Developer shall be responsible, at its sole cost and expense, for all activities relating to the construction and installation of the Replacement Pipeline in compliance with applicable federal, state, and local laws, rules and regulations including, but not limited to CEQA and NEPA clearances, as necessary.

b. Control and Payment of Subordinates and Independent Contractor. All work shall be performed by Developer or under its supervision. Developer and its consultants and contractors will determine the means, methods, and details of performing the work, subject to the requirements of this Agreement and applicable District Rules and Regulations. All wages, salaries, and other amounts due such personnel in connection with their performance of work under this Agreement and as required by law shall be paid by Developer or its consultants and contractors according to a process that will result in all consultants, contractors and materialmen delivering unconditional releases of lien no later than the date of full payment for their services or materials. Such entities shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

c. Prevailing Wages. Developer is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Replacement Pipeline involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Developer shall fully comply with such Prevailing Wage Laws. Developer shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, Developer may view a copy of the prevailing rates of per diem wages at the District Office. Developer shall defend, indemnify, and hold District, its elected officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

4. Billings and Records.

Developer shall maintain complete and accurate records with respect to all costs and expenses associated with the design, construction, and installation of the Replacement Pipeline. Developer shall be responsible for obtaining billings from the design professionals and contractor(s) performing construction and installation of the Replacement Pipeline and for determining the accuracy thereof.

5. Inspection and Transfer of the Replacement Pipeline

a. Without modifying or limiting Developer's obligations under this Agreement, District will inspect and test the Replacement Pipeline. The District shall have access to the work site at all times to conduct any tests or inspections. Any deficiencies in the work related to the Replacement Pipeline shall be corrected by Developer at its sole cost and expense. Upon completion of the Replacement Pipeline, to the satisfaction of District, the Replacement Pipeline shall be presented to District for acceptance. Within ten (10) business days after Developer's notice that the Replacement Pipeline are completed, the District will conduct an inspection and either file the Notice of Completion or deliver to Developer a punch list of items that must be repaired or completed prior to acceptance. It is recognized that the Notice of Completion needs to be accepted and approved by the District's Board of Directors.

b. Acceptance of the Replacement Pipeline by District shall be conditioned upon performance of the obligations set forth in this Agreement in regard to: (i) approval by District of the construction and installation of the Replacement Pipeline; (ii) lien free completion of construction of the Replacement Pipeline; and (iii) acceptance of title to the Replacement Pipeline by District by way of the recordation of the applicable conveyance document in substantially the form set forth in Exhibit 8 attached hereto and incorporated herein by reference. District shall assist Developer in procuring the property rights necessary to construct, maintain and operate the Replacement

Pipeline in the public right-of-way including without limitation obtaining appropriate licenses, easement deeds, or other conveyances necessary. Developer is responsible for all costs, including any District administrative costs (staff, legal review, etc.), associated with procuring property rights discussed in this section. Said activities by both Parties shall also be subject to the rights and obligations of the Parties under District Rules and Regulations as the same may be revised from time to time.

c. Within thirty (30) days after the Notice of Completion is filed by the District, the District shall accept the Replacement Pipeline, subject to the provisions of this Agreement and District Rules and Regulations, provided that the Replacement Pipeline is constructed in accordance with approved plans, specifications, and contract documents, and that they operate satisfactorily. Upon acceptance of the Replacement Pipeline, Developer shall assign to District all of Developer's rights and remedies, including warranties, as set forth in the approved contract documents. Developer shall be responsible for any accident, loss, or damage to said Replacement Pipeline prior to acceptance by District. Developer shall require its contractors to guarantee all work and materials for the Replacement Pipeline to be free from all defects due to faulty materials or workmanship for a period of one (1) year from the date of acceptance by District. Upon acceptance of the Replacement Pipeline Improvements by District, the District shall assume all liability and responsibility for the operation, maintenance, use, and ownership of the Replacement Pipeline.

6. Reimbursement

The Parties acknowledge and agree to the following condition precedents for reimbursements by the District to the Developer for eligible expenses associated with the Water Transmission Pipeline Improvements –

A. District Board of Directors approve the 2022 Water Master Plan which in part includes the Replacement Pipeline. The Board of Directors approved the 2022 Water Master Plan on June 16, 2022 thus this condition precedent is completed; and

B. District Board of Directors adopt adjusted Water Capacity Fees reflecting in part the Replacement Pipeline after conducting appropriate noticed Public Hearings to consider all public comments and protests. The current Water Capacity Fee for a $\frac{3}{4}$ " water meter (1 equivalent dwelling unit "EDU") is \$6,800. With adoption of the 2022 Water Master Plan the Water Capacity Fees may be adjusted which could impact the number of EDU's the Developer may receive from the reimbursement amount associated with eligible costs for the Replacement Pipeline.

When the two condition precedents are completed, then the following shall be followed:

a. Within thirty (30) days after completion of the Replacement Pipeline and acceptance by District, Developer shall provide District with an itemized accounting showing all direct and indirect costs and expenses incurred by Developer for the construction, and installation of the Replacement Pipeline. District shall have thirty (30)

days from its receipt of such cost and expenses to notify Developer of any items District contends are not reasonable and/or not eligible for reimbursement. All items for which Developer does not receive such notification shall be deemed reasonable and eligible for reimbursement as Eligible Costs and Expenses.

b. In the event District disputes the eligibility for reimbursement of any items contained in the itemized accounting, District shall provide written notification to Developer identifying the items disputed and explaining the basis for why District disputes such items. The Parties agree to cooperate with one another in efforts to resolve any disputes over any costs or expenses claimed for reimbursement by Developer in the itemized accounting.

c. Within thirty (30) days after a cost and/or expense submitted by Developer for reimbursement has been deemed reasonable and eligible for reimbursement as Eligible Costs and Expenses, District shall reimburse the Developer eligible costs against the then current District Water Capacity Fees due the District from the Developer over the course of the Project. For clarification, if at the time Developer is eligible for reimbursement the Eligible Costs and Expenses exceed the amount of the then current District Water Capacity Fees due for the Project, the difference will be applied to future then current District Water Capacity Fees for the Project as they become due until Developer is fully reimbursed (subject to the limitation in Section 6.B.d below).

d. The District will pay for the sum of actual costs and/or expenses for the Water Transmission Pipeline Improvements, but, in no event shall District be obligated to make any payment to Developer in an amount which exceeds One Hundred – Seventy – Five Thousand Dollars (\$175,000) as shown on Exhibit 7 attached hereto and incorporated herein by reference.

e. The District will reimburse the Developer up to this amount as a credit against current Capacity and Connection Fees in effect when the meters are installed and the service laterals are connected to the District's Water Distribution System. Currently the District's Connection and Capacity Fee for Water Service is \$6,800 per EDU or Equivalent Dwelling Unit which is a ¾" meter connection to each residence. Based on this, the Developer will receive credit for 25.73 EDU's (\$175,000/\$6,800/EDU). The District is currently performing a fee study whereupon the Connection and Capacity Fee per EDU may change. At such time as this may occur, District Staff will recalculate the credit based upon the outstanding balance of the reimbursement owed, if any.

f. Nothing in this Agreement shall relieve Developer, its subsidiaries, partnerships, or any other entity from the requirement to pay all rates and fees which shall apply to the Project pursuant to the Rules and Regulations as the same may be revised from time to time.

7. General Provisions

a. Standard of Care and Safety. Developer shall ensure that all work is performed in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals and contractors in the same discipline in the State of California. Developer shall procure the services of professionals and contractors skilled in the professional calling necessary to perform the work. All employees, contractors and subcontractors shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform such work and all such licenses and approvals shall be maintained throughout the term of their work. Developer shall ensure that it and its consultants and contractors execute and maintain their work so as to avoid injury or damage to any person or property. In carrying out their work, they shall at all times be in compliance with all applicable local, state, and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

b. Indemnification. Each Party hereby agrees to indemnify, defend, save, and hold harmless the other Party and their respective officers, agents, servants, and employees, of and from any liabilities, claims, demands, suits, action, and cause of action arising out of or in any manner connected with any act or omission of such indemnifying Party, performed in connection with such Party's duties and obligations hereunder.

c. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on each of the Parties and their successors and assigns. This Agreement shall not be assigned by Developer without the prior written consent of District, which consent shall be granted or denied in District's reasonable discretion. In the event of such an assignment, the assignees shall agree to be bound by all terms and conditions of this Agreement and may be required by District to enter an assignment or other contractual arrangement to document said obligations.

d. Effective Date of Agreement. The Effective Date of this Agreement is the date last signed by the Parties.

e. Term and Termination. This Agreement shall expire upon completion of performance of this Agreement by both Parties. In the event either Party defaults in the performance of any of its obligations under this Agreement and such default remains uncured thirty (30) days after written notice from the other Party, the other Party shall have all rights and remedies available to them under the law, including without limitation, the right to terminate this Agreement upon written notice to the defaulting Party; provided, however, in the event a party seeks damages, it shall recover only actual damages (but not any consequential, incidental or punitive damages), and each party expressly waives its rights to receive consequential, incidental or punitive damages under this Agreement.

f. Notices. All notices permitted or required under this Agreement shall be deemed made when delivered to the applicable Party's representative as provided in this Agreement. Such notices shall be mailed or otherwise delivered to the addresses set forth below, or at such other addresses as the respective Parties may provide in writing for this purpose:

Rubidoux Community Services District
Attn: General Manager
3590 Rubidoux Blvd.
Jurupa Valley, CA 92509

Developer:

Century Communities of California, LLC
c/o Century Communities
4695 MacArthur Court, Suite 350
Newport Beach, CA 92660
Attention: Thomas J. Hildebrandt

And Holly Traube Cordova, Esq.

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, certified mail, return receipt requested, to the party at its applicable address.

g. Attorneys' Fees. In the event any action is commenced to enforce or interpret any term or condition of this Agreement, in addition to costs and any other relief, the prevailing Party shall be entitled to its reasonable attorneys' fees, expert fees and other reasonable costs of defense.

h. Entire Agreement; Amendment. This Agreement contains the entire agreement of the Parties hereto with respect to the matters contained herein, and supersedes all negotiations, prior discussions and preliminary agreements or understandings, written or oral. No waiver or modification of this Agreement shall be binding unless consented to by both Parties in writing.

i. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

j. Invalidity and Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

k. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

EXHIBIT 1

Developer Project – Tract 37640

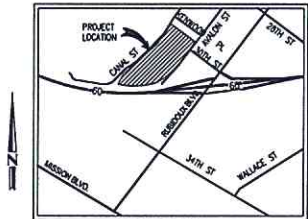
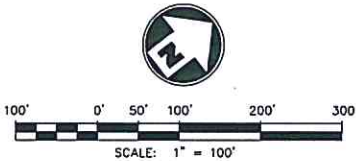
TRACT NO. 37640

BEING A SUBDIVISION OF A PORTION OF LOT 2 IN BLOCK 10 AND LOT 4 IN BLOCK 24 OF MAP OF WEST RIVERSIDE, ON FILE IN BOOK 9, PAGE 34 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY AND A PORTION OF LOTS 5, 6, AND 7 OF ARTHUR PARKS TRACT ON FILE IN BOOK 1, PAGE 21 OF MAPS RIVERSIDE COUNTY, CALIFORNIA.

VERTEX SURVEY, INC.

OCTOBER 2021

INDEX SHEET

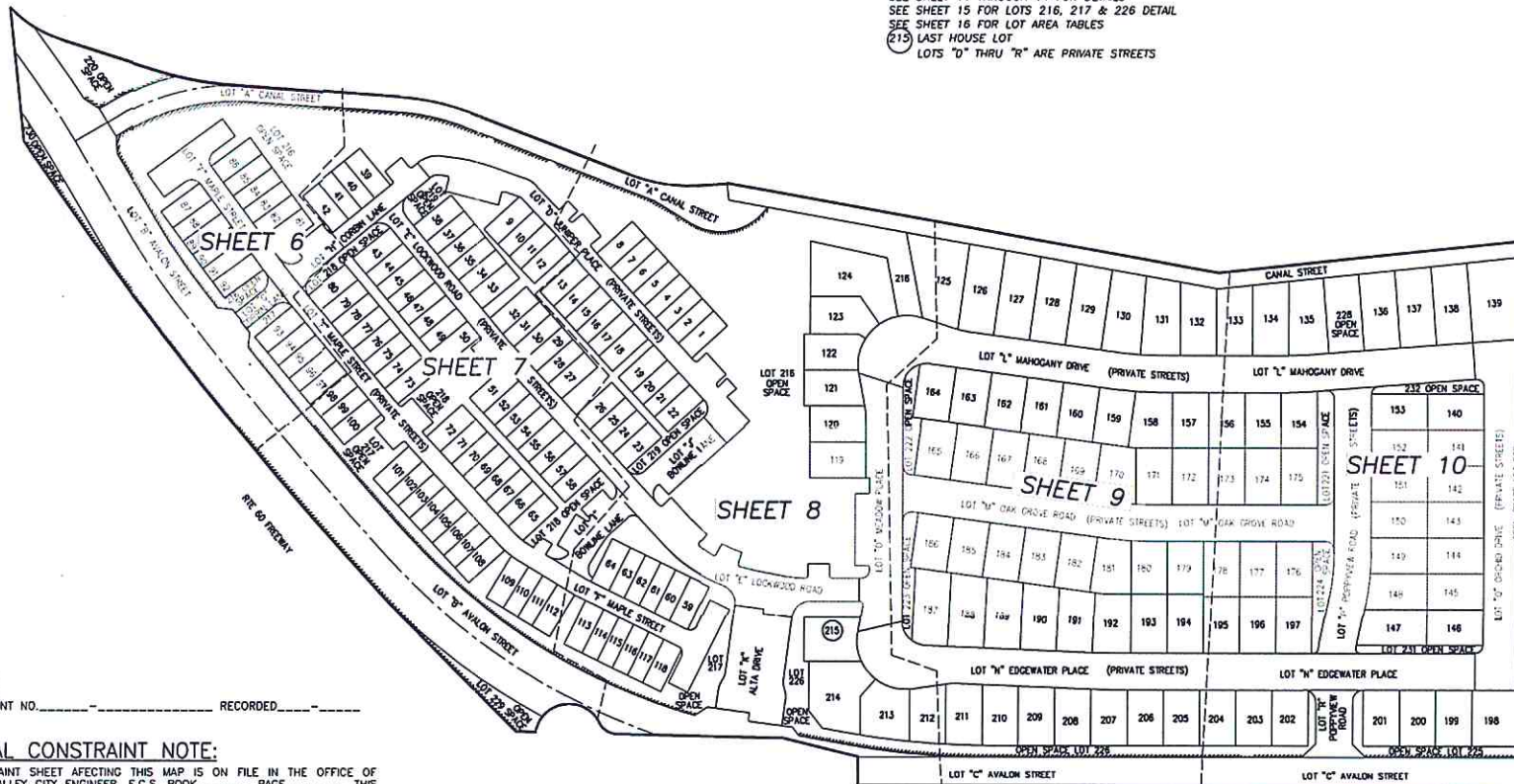


VICINITY MAP

NO SCALE
SECTION 9 - 12S R5W
RUBIDOUX RANCHO

NOTES:

- SEE SHEET 2 FOR EASEMENT NOTES.
- SEE SHEET 3 FOR BOUNDARY ESTABLISHMENT.
- SEE SHEET 4 FOR SURVEYOR'S NOTES, MAP REFERENCES, MONUMENT NOTES, BASIS OF BEARINGS, BOUNDARY SHEET DETAILS.
- SEE SHEET 6 THROUGH 10 FOR MAP BOUNDARY
- SEE SHEET 11 THROUGH 14 FOR DETAILS
- SEE SHEET 15 FOR LOTS 216, 217 & 226 DETAIL
- SEE SHEET 16 FOR LOT AREA TABLES
- 215 LAST HOUSE LOT
- LOTS "D" THRU "R" ARE PRIVATE STREETS



C.C.&R. NOTE:

C.C.&R.'S PER INSTRUMENT NO. _____ RECORDED _____
20 _____

ENVIRONMENTAL CONSTRAINT NOTE:

ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE CITY OF JURUPA VALLEY CITY ENGINEER, E.C.S. BOOK _____, PAGE _____ THIS AFFECTS ALL LOTS.

Exhibit 1

EXHIBIT 2

Location of Existing 12" Water Transmission Pipeline

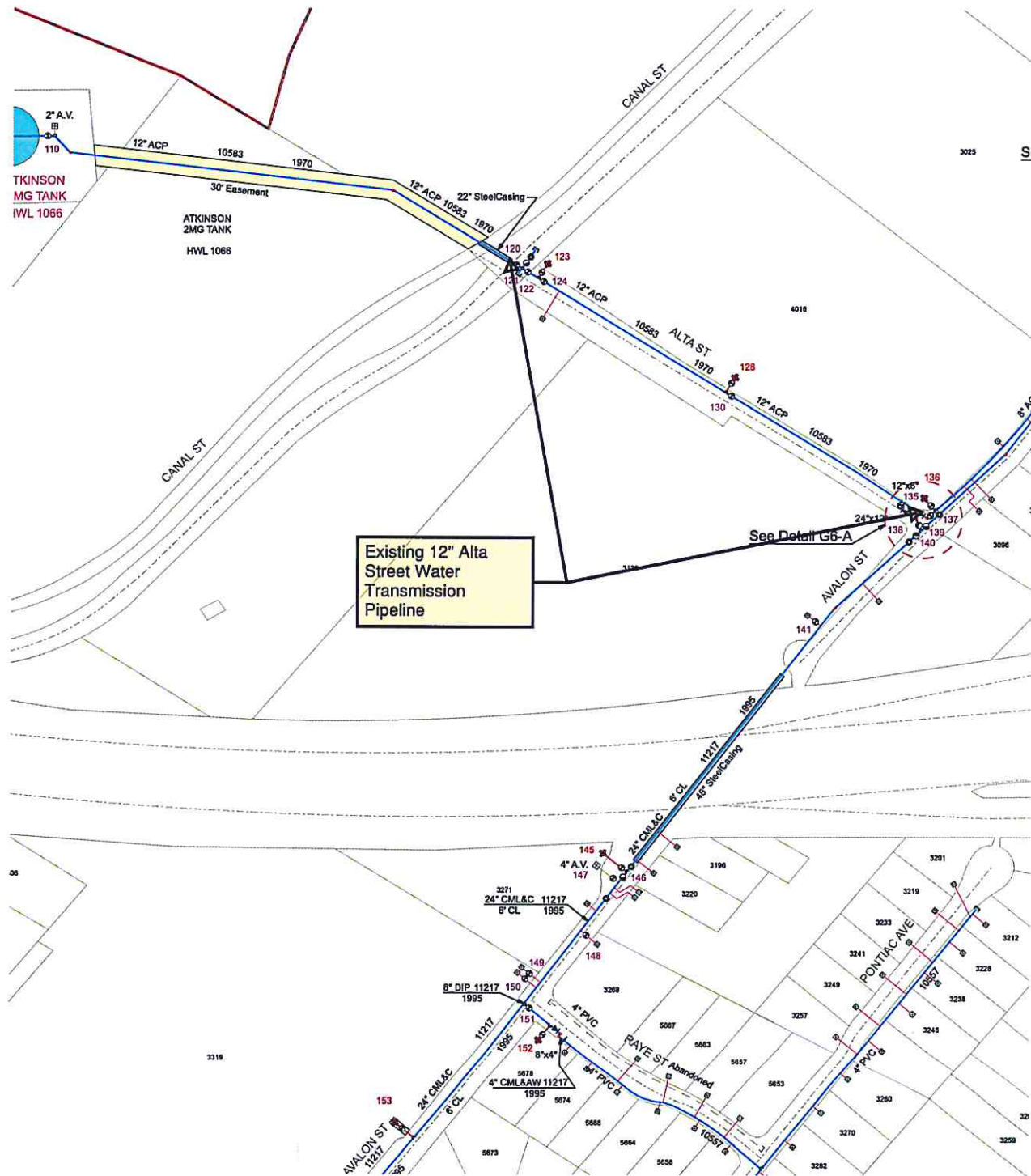


Exhibit 2

Exhibit 3

District's 2022 Water Master Plan Alta Street Pipeline Plans and Cost Estimate

Project Title: Alta Pipeline

Facility Type

Transmission Pipeline

Impacted Zone(s)

1066 PZ

Improvement Phase

Near-Term

2021 Cost Estimate

\$402,500

Project Location:

N of 60 freeway in between Canal St and Avalon St

Purpose:

Provide redundancy within the Atkinson Zone

Project Type:

New Development/Demand

Required When:

Developer builds proposed streets & when western Atkinson Tank supply pipeline is abandoned

Project Description:

This project consists of upsizing 700 LF of 12-inch diameter waterline to 18-inch diameter. Spanning from the Avalon St to the proposed Atkinson Tank Pipeline helping support future developments in the vicinity.

Project Details

- 700 LF
- 24-inch diameter
- PVC pipe material

Project Map

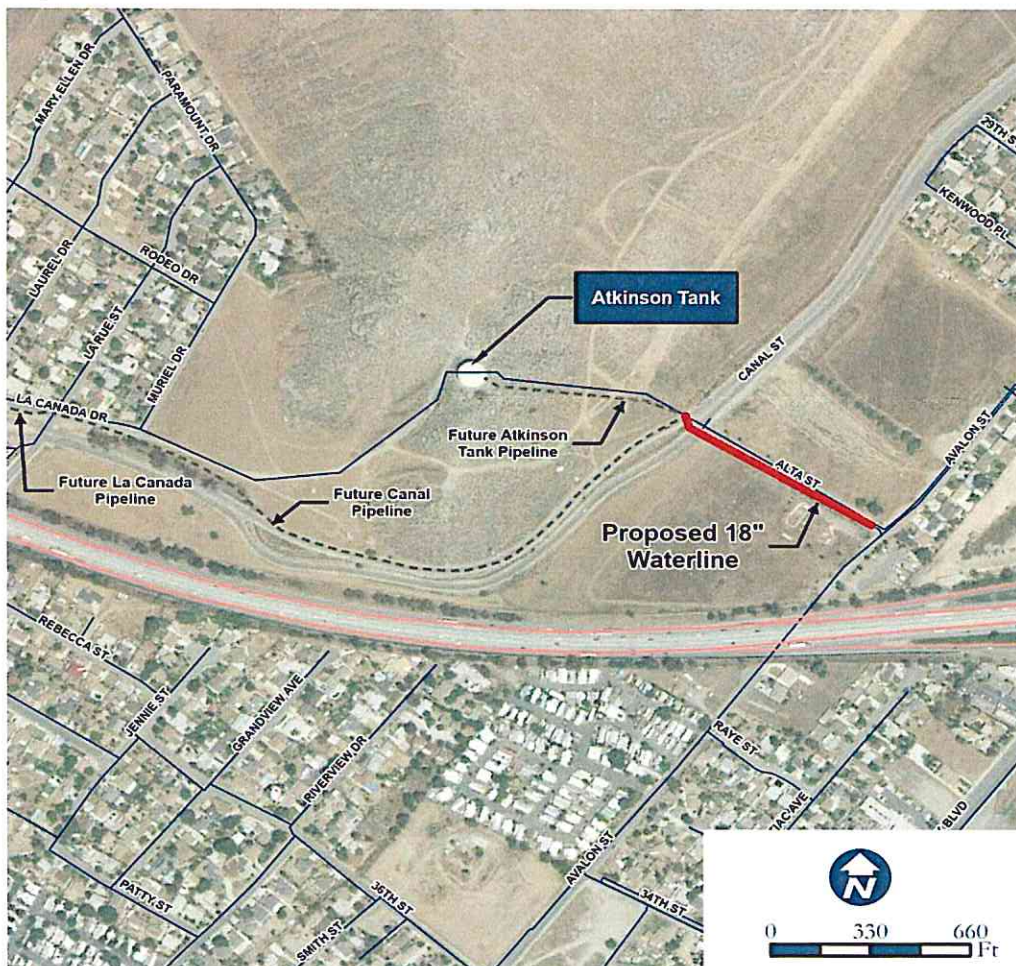


EXHIBIT 4

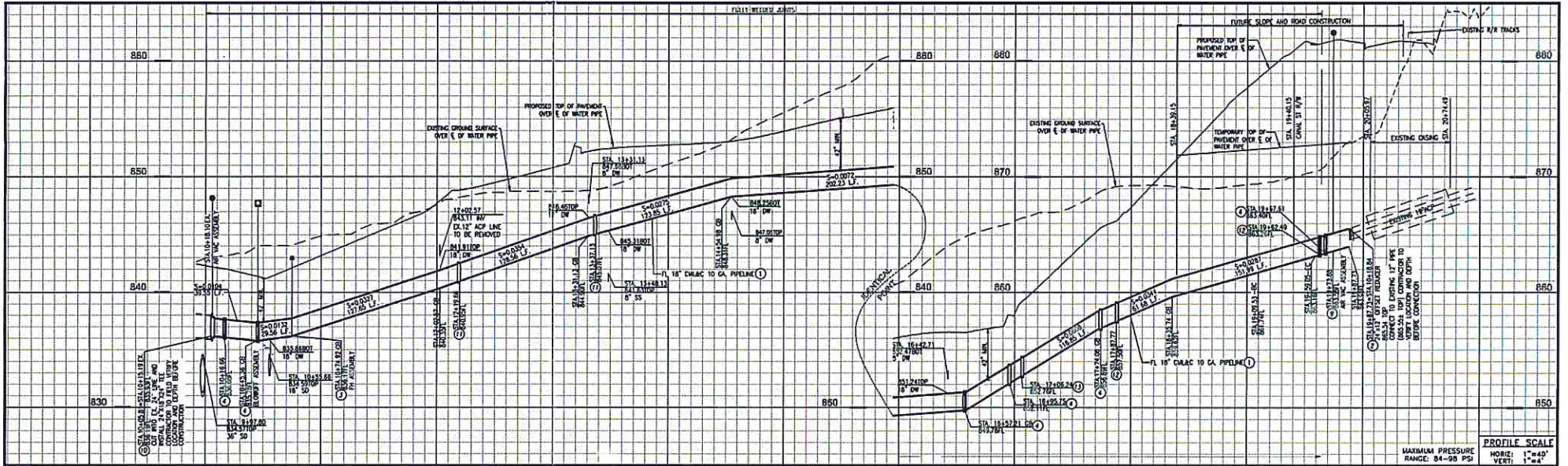
Abandoned Alta Street Water Transmission Pipeline Easement

EXHIBIT 5

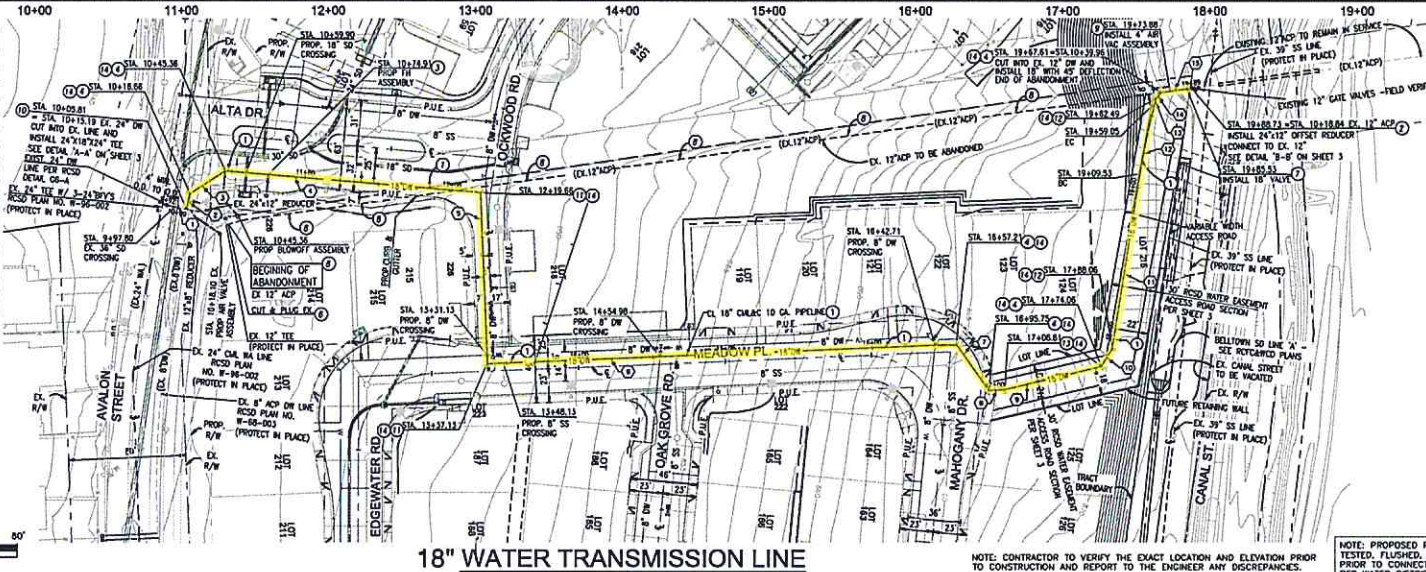
Alta Street Realignment and Water Transmission Pipeline Easement

EXHIBIT 6

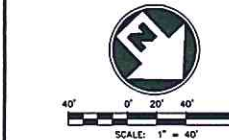
Water Transmission Pipeline Plans



LINE DATA	LENGTH	DIRECTION/Delta	RADIUS	BAN
1	18.89'	N43° 18' 30"W		
2	10.85'	N51° 43' 30"E		
3	28.70'	N83° 18' 30"W		
4	174.30'	N42° 02' 33"W		
5	117.47'	N37° 33' 41"E		
6	320.08'	N52° 28' 18"W		
7	38.55'	N04° 49' 28"E		
8	10.86'	N52° 28' 18"W		
9	87.45'	N83° 41' 18"W		
10	14.00'	N71° 18' 41"E		
11	121.47'	N48° 48' 41"E		
12	49.51'	0° 09' 40.28"	500.00'	24.78"
13	3.45'	N54° 29' 07"E		
14	5.12'	N76° 39' 07"E		
15	21.28'	N58° 00' 53"W		



- ### CONSTRUCTION NOTES
- INSTALL 18" CHLORAL POLYESTER PIPE TO GA MINOR (PIPE MANUFACTURER TO CONFIRM)
 - INSTALL 18" 112" CHLORAL POLYESTER REDUCER TO GA MINOR (PIPE MANUFACTURER TO CONFIRM)
 - INSTALL 18" 112" CHLORAL POLYESTER REDUCER TO GA MINOR (PIPE MANUFACTURER TO CONFIRM)
 - INSTALL 18" 45' 80# PER PCSO STD. DWG. W1250
 - INSTALL 18" 45' 80# PER PCSO STD. DWG. W1250
 - INSTALL CAP AND PLUG Dwg
 - INSTALL 18" BUTTERFLY VALVE PER PCSO STD. DWG. W1000
 - EXISTING 12" ACP ON LINE TO BE SAND CEMENT SLURRY FILLED AND ABANDONED IN PLACE - AS DIRECTED BY PCSO. EXISTING 12" ACP ON LINE TO BE SAND CEMENT SLURRY FILLED AND ABANDONED IN PLACE - AS DIRECTED BY PCSO. ALL CUTTING, MASING, AND DISPOSAL OF ACP SHALL BE COMPLETED IN ACCORDANCE WITH ALL STATE, FEDERAL, AND LOCAL REQUIREMENTS.
 - INSTALL 6" AIR VALVE PER DETAILS ON SHEET 3
 - INSTALL 24"x18"x24" CHLORAL POLYESTER TEE TO GA MINOR (PIPE MANUFACTURER TO CONFIRM)
 - INSTALL 18" 60' 80# PER PCSO STD. DWG. W1250
 - INSTALL 18" 22.5' 80# PER PCSO STD. DWG. W1250
 - INSTALL 18" 112.5' 80# PER PCSO STD. DWG. W1250
 - CONSTRUCT CONCRETE THRAST BLOCK PER PCSO STD. DWG. C40



18" WATER TRANSMISSION LINE

NOTE: CONTRACTOR TO VERIFY THE EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION AND REPORT TO THE ENGINEER ANY DISCREPANCIES.

NOTE: PROPOSED PIPELINE WILL BE TESTED, FLUSHED, AND DISINFECTED PRIOR TO CONNECTION TO EXISTING PER WATER DISTRICT STANDARDS

48 hours BEFORE excavation
1-(800)422-4133
CALL Underground Service Alert

APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION:
DATE _____
SHEET IS IN CHARGING
SCALE 1/4" = 10'

SYM	REVISIONS	DATE	BY



PLANS PREPARED BY:
ALLIANCE
LAND PLANNING & ENGINEERING, INC.
2100 S. GARDEN ST., SUITE 200
DUBLIN, CA 94568
DATE: 07/25/2022

SCALE: AS SHOWN
FIELD BOOK
DESIGN
DRAWN
CHECKED

RUBIDOUX COMMUNITY SERVICES DISTRICT
WATER 18" TRANSMISSION LINE
RELOCATION PLAN
TRACT NO. 37640 - MA18141
ALTA DR, LOCKWOOD DR, AND MEADOW PL
STA. 8+92.02 TO STA. 19+83.15

SHEET 2 OF 3 SHEETS
R.C.S.D. PLAN NO.

EXHIBIT 7
Reimbursement Calculations

Exhibit 7

Centurty Communitis Reimbursement Calculations

	Length	Cost	Unit Cost
Master Planned 18" Transmission Pipeline	700	\$402,500.00	\$575.00
Master Planned 12" Transmission Pipeline	2200	\$715,000.00	\$325.00
Incremental Cost differential between 12" and 18"			\$250.00

Incremental cost differential between 12 and 18 inch			\$250.00
Length of replacement pipe per master plan	700		
Maximum reimbursement			\$175,000.00

**EXHIBIT 8
BILL OF SALE AND GRANT DEED
(ACCEPTANCE DOCUMENTS FOR OFFSITE WATER IMPROVEMENTS)**

**RUBIDOUX COMMUNITY SERVICES DISTRICT
WATER AND/OR SEWER SYSTEM GRANT DEED**

FOR VALUABLE CONSIDERATION paid and received,

_____ hereby grant(s) to RUBIDOUX COMMUNITY SERVICES DISTRICT all right, title and interest in the water system improvements for the entire water distribution and/or sewer collection system facilities for the development referenced with records of the County of Riverside, State of California as _____ and agrees to indemnify the District for any and all claims, liens, causes of action or any type of liability arising from or in any way related to the construction of said facilities.

Said water and/or sewer system improvements are shown in detail on the construction drawings (Sheets thru) for said development. This Grant Deed is in accordance with Section 11 of the Water and/or Sewer System Construction Agreement between the RUBIDOUX COMMUNITY SERVICES SDISTRICT and _____, dated _____ and is effective upon Developer providing the Unconditional Lien Waiver and Release and upon filing of the Notice of Completion by the District for the aforementioned water and/or sewer system improvements.

SELLERS for his heirs, executors and administrators, covenants and agrees to warrant and defend this sale of property, goods and chattels, against all and every persons claiming the same.

DATE: _____

By: _____

SEAL AND NOTARIAL ACKNOWLEDGMENT

11. CONSIDER ADOPTING RESOLUTION NO. 2022-897, A RESOLUTION
RESCINDING RESOLUTION NO. 2019-884, AND ADOPTING A
REVISED DISCONTINUATION OF RESIDENTIAL WATER SERVICE
FOR NON-PAYMENT POLICY:

DM 2022-83

Rubidoux Community Services District

Board of Directors

Hank Trueba Jr., President
Bernard Murphy, Vice-President
Armando Muniz
F. Forest Trowbridge
John Skerbelis

General Manager
Jeffrey D. Sims



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

DIRECTORS MEMORANDUM 2022-83

September 1, 2022

To: Rubidoux Community Services District
 Board of Directors

Subject: Consider Adopting Resolution No. 2022-897, a Resolution Rescinding Resolution No. 2019-884, and Adopting a Revised Discontinuation of Residential Water Service for Non-Payment Policy

BACKGROUND:

Senate Bill 998 ("SB 998") requires retail water agencies, defined as a public water system that supplies water to more than 200 service connections, to have a written policy on discontinuation of water service of residences for non-payment. The policy requires a customer to be delinquent for a period of at least 60 days before water service to the customer can be shut off by the water agency. SB 998 further provides that if the customer is willing to sign an alternative payment arrangement to pay the delinquent balance amount on their account over a series of payments while keeping their recent balances on their account current, they would avoid being shutoff.

SB 998 went into effect February 1, 2020. Shortly thereafter through a series of executive orders and senate bills related to COVID-19, a water shutoff moratorium was put into place on March 4, 2020 and remained in place until December 31, 2021. For a period of twenty-two months the District was unable to shut off customers water meters for non-payment.

Starting January 1, 2022, delinquent customers no longer were provided the protection of a water shutoff moratorium, and the District began to implement its written shutoff policy.

In preparation of the moratorium ending, staff reviewed the policy adopted by the Board on December 5, 2019. Staff determined the policy could use some modifications to better align it with existing District procedures regarding mailing final notices and the posting of red cards while remaining compliant with requirements of SB 998. In addition, the District created forms customers can complete when certifying medical and/or financial

hardship, or when applying for a payment arrangement. On February 3, 2022 the Board of Directors adopted Resolution No. 2022-884 to update the policy and to rescind Resolution No. 2019-859 the District's original water shut-off policy adopted on December 5, 2019.

In Section 4.6 – Disconnection Deadline of the current shut-off policy (Resolution No. 2022-884) language indicates customer payment must occur at the District Office no later than 4:00 PM on the date specified in the notice. The issue of the cut-off being 4:00 PM has created some concerns so it is suggested this language be modified to indicate the customer payment must occur at the District Office no later than the regular close of business on the date specified in the notice. The revised water shut-off policy is attached.

To implement, the Board will need to consider adopting Resolution No. 2022-897, a Resolution Rescinding Resolution No. 2022-884 and Adopting a Revised Discontinuation of Residential Water Service for Non-Payment Policy

RECOMMENDATION:

Staff recommends the Board of Directors consider adopting Resolution No. 2022-897.

Respectfully,



JEFFREY D. SIMS, P. E.
General Manager

Attach:

1. RCSD Discontinuation of Residential Service for Non-Payment Policy – Redline Copy
2. Draft Resolution No. 2022-897

1 **RUBIDOUX COMMUNITY SERVICES DISTRICT**
2 **DISCONTINUATION OF RESIDENTIAL**
3 **WATER SERVICE FOR NON-PAYMENT POLICY**

4 1. **Application of Policy.** This Discontinuation of Residential Water Service for Non-
5 Payment Policy (this “Policy”) shall apply to all District accounts for residential water
6 service, but shall not apply to any accounts for non-residential service. To the extent this
7 Policy conflicts with any provisions of the Rubidoux Community Services District’s
8 (“District”) existing Ordinances, Resolutions and Policies regarding water service and
9 water users, this Policy shall control.

10 2. **Contact Information.** For questions or assistance regarding a water bill, the
11 District’s Customer Service staff can be reached at (951) 684-7580. Customers may also
12 visit the District’s Customer Service desk in person Monday through Friday from 8:00 a.m.
13 to 5:00 p.m., except on District holidays.

14 3. **Billing Procedures.** Water service charges are payable to the District once every
15 month. All bills for water service are due and payable upon receipt and shall be
16 considered delinquent if not paid within ten (10) days from the bill date.

17 4. **Discontinuation of Water Service for Nonpayment.** If a bill is delinquent for at
18 least sixty (60) days, the District may discontinue water service to the service address.

19 4.1 Written Notice to Customer. The District will provide a written notice to the
20 customer of record, referred to as the Late Fee/Shutoff Notice, at least fifteen (15) days
21 before discontinuation of water service. The notice shall contain:

- 22 (a) the name and address of the customer;
- 23 (b) the amount of the delinquency;
- 24 (c) the date by which payment or payment arrangements must be made
25 to avoid discontinuation of service;
- 26 (d) a description of the procedure by which the customer may request
27 an alternative payment arrangement, which may include an
28 extension, amortization, deferred, alternative payment schedule, or
29 payment reduction;
- 30 (e) a description of the procedure to petition for bill review and appeal;
31 and

32 (f) the telephone number where the customer may request a payment
33 arrangement or receive additional information from the District.

34 4.2 Written Notice to Occupants or Tenants.

35 (a) If the District furnishes individually metered service to a single-family
36 dwelling, multi-unit residential structure, mobile home park, or farm labor camp, and the
37 property owner or manager is the customer of record, or if the customer of record's mailing
38 address is not the same as the service address, the District will also send a notice to the
39 occupants living at the service address at least fifteen (15) days before discontinuation of
40 water service. The notice will be addressed to "Occupant," will contain the information
41 required in Section 4.1 above, and will also inform the residential occupants that they
42 have the right to become customers of the District without being required to pay the
43 amount due on the delinquent account. Terms and conditions for occupants to become
44 customers of the District are provided in Section 8 below.

45 (b) If the District furnishes water to residences through a master meter,
46 the District will make a good faith effort, at least fifteen (15) days prior to termination, to
47 notify the residential occupants that the account is in arrears and the service will be
48 terminated on a date specified in the notice. The District will provide notice by either:
49 (i) mailing the notice to each residential unit; (ii) posting the notice on the door of each
50 residential unit, (iii) if providing notice to each unit is impracticable or infeasible, posting
51 two (2) copies of the notice in each accessible common area and at each point of access
52 to the structure or structures; or (iv) making some other good faith, reasonable effort to
53 provide written notice to the occupants. The notice will be addressed to "Occupant," will
54 contain the information required in Section 4.1 above, and will inform the residential
55 occupants that they have the right to become customers of the District without being
56 required to pay the amount due on the delinquent account. Terms and conditions for
57 occupants to become customers of the District are provided in Section 8 below.

58 4.3 Telephonic Notice. The District may also contact the customer named on
59 the account by telephone and offer to provide in writing to the customer a copy of this
60 Policy in addition to providing the same information as noted in Section 4.1(b)-(f).

61 4.4 Posting of Final Notice at Service Address. If payment has not been
62 received after receipt of the Late Fee/Shutoff Notice, or the Late Fee/Shutoff Notice was
63 returned through the mail as undeliverable, the District will visit the residence and leave,
64 or make other arrangements for placement in a conspicuous place, a red Final Shut Off
65 Notice and a copy of this Policy in English and Spanish, at least five (5) days before
66 discontinuation of service. Should the customer need a copy of this Policy in a language
67 other than English or Spanish, but otherwise required by the District as noted in Section
68 9, contact the customer service staff to request this Policy in the appropriate language.
69 The notice shall include:

- 70 (a) the name and address of the customer;
- 71 (b) the amount of the delinquency;
- 72 (c) the date by which payment must be made to avoid discontinuation of
73 service; and
- 74 (d) the telephone number where the customer may make their payment
75 or receive additional information from the District.

76 4.5 Late Fee. A Late Fee, as specified in District Ordinance No. 104, shall be
77 assessed and added to the outstanding balance on the customer's account if the
78 amount owing on that account is not paid before the initial written notice of disconnection
79 is generated. This fee is charged to recover a portion of the cost associated with
80 preparation and delivery of the notice.

81 4.6 Disconnection Deadline. Payment for water service charges must be
82 received in the District offices no later than ~~4:00 p.m.~~ the regular close of business time
83 on the date specified in the notice of disconnection. Postmarks are not acceptable.

84 4.7 Circumstances Under Which Service Will Not Be Discontinued. The District
85 will not discontinue residential water service for nonpayment under the following
86 circumstances:

- 87 (a) During an investigation by the District of a customer dispute or
88 complaint under Sections 5.1 and 5.2 below;
- 89 (b) During the pendency of an appeal to the District's Board of Directors
90 under Section 5.3 below; or
- 91 (c) During the period of time in which a customer's payment is subject
92 to a District-approved alternative payment arrangement under
93 Section 6 below, and the customer remains in compliance with the
94 approved payment arrangement.

95 4.8 Special Medical and Financial Circumstances Under Which
96 Services Will Not Be Discontinued.

- 97 (a) The District will not discontinue water service if all of the following
98 conditions are met:
- 99 (i) The customer, or a tenant of the customer, submits to the
100 District the certification of a licensed primary care provider that
101 discontinuation of water service will be life threatening to, or
102 pose a serious threat to the health and safety of, a resident of

- 103 the premises where residential service is provided (must
104 complete Form 998-A);
- 105 (ii) The customer demonstrates that he or she is financially
106 unable to pay for residential water service within the District's
107 normal billing cycle per the qualifications in Section 7.2 below
108 (must complete Form 998-B or 998-B2); and
- 109 (iii) The customer is willing to enter into an alternative payment
110 arrangement as described in Section 6 below, with respect to
111 the delinquent charges. The District's General Manager or
112 designee will select the most appropriate payment
113 arrangement, taking into consideration the information and
114 documentation provided by the customer (must complete
115 Form 998-C).
- 116 (b) The customer is responsible for demonstrating that the conditions in
117 subsection (a) have been met. Upon receipt of documentation from
118 the customer, which must be provided to the District at least forty-
119 eight (48) hours prior to the disconnection date, the District will
120 review the documentation within seven (7) days and: (1) will not
121 discontinue water service during this review period; (2) will notify the
122 customer of the alternative payment arrangement selected by the
123 District and request that the customer sign the agreement to
124 participate in the alternative arrangement (Form 998-C); (3) may
125 request additional information from the customer; or (4) notify the
126 customer that he or she does not meet the conditions in subsection
127 (a). The District reserves the right to extend the customer's
128 documentation submission period at the District's discretion.
- 129 (c) The District may discontinue water service if a customer who has
130 been granted an alternative payment arrangement under this section
131 fails to do any of the following for sixty (60) days or more: (a) to pay
132 any amount due under an alternative payment arrangement; or (b)
133 to pay current charges of subsequent bills for water service. The
134 District will post a final notice of intent to disconnect service in a
135 prominent and conspicuous location at the service address at least
136 five (5) business days before discontinuation of service. The final
137 notice will not entitle the customer to any investigation or review by
138 the District.

139 4.9 Time of Discontinuation of Service. The District will not discontinue water
140 service due to nonpayment on a Saturday, Sunday, legal holiday, or at any time during
141 which the District's office is not open to the public.

142 4.10 Restoration of Service. Customers whose water service has been
143 discontinued may contact the District by telephone or in person regarding restoration of
144 service. Restoration shall be subject to payment of: (a) any past-due amounts, including
145 applicable interest or penalties; (b) a reconnection fee of \$50.00 during normal operating
146 hours and \$100.00 during non-operating hours, with an annual adjustment for changes
147 in the Bureau of Labor Statistics' Consumer Price Index for all Urban Consumers
148 (CPI-U) beginning January 1, 2021, subject to the limitations in Section 7.1, if
149 applicable; (c) and a security deposit, if required by the District. Payment must be made
150 in cash or credit card. Check payments will not be accepted.

151 **5. Procedures to Contest or Appeal a Bill.**

152 5.1 Time to Initiate Complaint or Request an Investigation. A customer may
153 initiate a complaint or request an investigation regarding the amount of a bill no later
154 than five (5) days after receiving the Late Fee/Shutoff Notice.

155 5.2 Review by District. A timely complaint or request for investigation shall be
156 reviewed by a manager of the District, who shall provide a written determination to the
157 customer within ten (10) business days of receipt. The review will include consideration
158 of whether the customer may receive an alternative payment arrangement as described
159 in Section 6 below.

160 5.3 Appeal Hearing. Any customer whose timely complaint or request for an
161 investigation pursuant to this Section 5 has resulted in an adverse determination by the
162 District may appeal the determination. A written notice of appeal must be received by the
163 District within ten (10) business days of the District's mailing of its determination.
164 Following receipt of a request for an appeal or review, a hearing date shall be promptly
165 set before the General Manager, or their designee (the "Hearing Officer") within five (5)
166 business days. After evaluation of the evidence provided by the customer and the
167 information on file with the District concerning the water charges in question, the Hearing
168 Officer shall render a decision as to the accuracy of the water charges set forth on the bill
169 and shall provide the appealing customer with a brief written summary of the decision.

170 5.4 Appeal to Board of Directors. Any customer whose timely appeal hearing
171 pursuant to this Section 5 has resulted in an adverse determination by the Hearing Officer
172 may appeal the determination to the Board of Directors by filing a written notice of appeal
173 with the District Secretary within ten (10) business days of the District's mailing of its
174 determination, or may appeal in-person, orally, during a regularly scheduled board
175 meeting. Upon receiving the notice of appeal, the District Secretary will set the matter to

176 be heard at an upcoming Board meeting and mail the customer written notice of the time
177 and date of the hearing at least ten (10) days before the meeting. The customer will be
178 required to personally appear before the Board and present written or oral evidence or
179 reasons as to why the water charges on the bill in question are not accurate. The Board
180 shall evaluate the evidence presented by the customer, as well as the information on file
181 with the District concerning the water charges in question and render a decision as to the
182 accuracy of said charges. The decision of the Board shall be final.

183 **6. Alternative Payment Arrangements.**

184 6.1 Time to Request an Alternative Payment Arrangement. If a customer is
185 unable to pay a bill during the normal payment period, the customer may request an
186 extension or other alternative payment arrangement described in this Section 6. If a
187 customer submits a request within thirteen (13) days after mailing of the Late
188 Fee/Shutoff Notice by the District, the request will be reviewed by a manager of the
189 District. District decisions regarding extensions and other alternative payment
190 arrangements are final and are not subject to appeal to the District's Board of Directors.

191 6.2 Alternative Payment Schedule. If approved by the District, a customer may
192 pay the unpaid balance pursuant to an alternative payment schedule that will not exceed
193 twelve (12) months, or as determined by the District's General Manager or designee, in
194 their discretion. During the period of the alternative payment schedule, the customer
195 must remain current on all water service charges accruing during any subsequent billing
196 periods. The alternative payment schedule and amounts due will be set forth in writing
197 and provided to the customer for their required signature indicating agreement and
198 adherence to the schedule.

199 6.3 Failure to Comply. The customer must comply with the agreed upon
200 payment schedule and remain current as charges accrue in each subsequent billing
201 period. The customer may not request another payment schedule for any subsequent
202 unpaid charges while paying delinquent charges pursuant to a previously agreed upon
203 schedule. If the customer fails to comply with the terms of the agreed upon payment
204 schedule for a bill that is delinquent for sixty (60) days or more, the District may
205 discontinue water service to the customer's property. The District will post a final notice
206 of intent to disconnect service in a prominent and conspicuous location at the service
207 address at least five (5) business days before discontinuation of service. The final notice
208 will not entitle the customer to any investigation or review by the District.

209 6.4 Payment Reductions or Waivers. Reductions or waivers of water service
210 charges are not available at this time.

211 **7. Specific Programs for Low-Income Customers.**

212 7.1 Reconnection Fee Limits and Waiver of Interest. For residential customers
213 who demonstrate to the District a household income below 200 percent of the federal
214 poverty line, the District will:

215 (a) Limit any reconnection fees during normal operating hours to fifty
216 dollars (\$50), and during non-operational hours to one hundred
217 dollars (\$100). The limits will only apply if the District's reconnection
218 fees actually exceed these amounts. These limits are subject to an
219 annual adjustment for changes in the Bureau of Labor Statistics'
220 Consumer Price Index for All Urban Consumers (CPI-U) beginning
221 January 1, 2021.

222 (b) Waive interest charges on delinquent bills once every 12 months.
223 The District will apply the waiver to any interest charges that are
224 unpaid at the time of the customer's request.

225 7.2 Qualifications. The District will deem a residential customer to have a
226 household income below 200 percent of the federal poverty line if: (a) any member of the
227 household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal,
228 Supplemental Security Income/State Supplementary Payment Program, or California
229 Special Supplemental Nutrition Program for Women, Infants, and Children (Form 998-B),
230 or (b) the customer declares under penalty of perjury that the household's annual income
231 is less than 200 percent of the federal poverty level (Form 998-B2).

232 **8. Procedures for Occupants or Tenants to Become Customers of the District.**

233 8.1 Applicability. This Section 8 shall apply only when the property owner,
234 landlord, manager, or operator of a residential service address is listed as the customer
235 of record and has been issued a notice of intent to discontinue water service due to
236 nonpayment.

237 8.2 Agreement to District Terms and Conditions of Service. The District will
238 make service available to the occupants if each occupant agrees to the terms and
239 conditions of service and meets the requirements of the District's rules and regulations.
240 However, if at least one of the occupants is willing to assume responsibility for all
241 subsequent charges, or if there is a physical means of discontinuing service to those
242 occupants who do not meet the District's rules and requirements, then the District will
243 make service available to the occupants who do meet them.

244 8.3 Verification of Tenancy. To be eligible to become a customer without paying
245 the amount due on the delinquent account, the occupant shall verify that the delinquent
246 account customer of record is or was the landlord, manager, or agent of the dwelling.
247 Verification may include, but is not limited to, a lease or rental agreement, rent receipts,

248 a government document indicating that the occupant is renting the property, or
249 information disclosed pursuant to Section 1962 of the Civil Code, at the discretion of the
250 District.

251 8.4 Methods of Establishing Credit. If prior service for a period of time is a
252 condition for establishing credit with the District, residence and proof of prompt payment
253 of rent for that period of time is a satisfactory equivalent.

254 9. **Language for Certain Written Notices.** All written notices under Section 4 and
255 Section 6 of this Policy shall be provided in English, Spanish, Chinese, Tagalog,
256 Vietnamese, Korean, and any other language spoken by ten percent (10%) or more
257 people within the District's retail service area.

258 10. **Other Remedies.** In addition to discontinuation of water service, the District may
259 pursue any other remedies available in law or equity for nonpayment of water service
260 charges, including, but not limited to: securing delinquent amounts by filing liens on real
261 property, filing a claim or legal action, or referring the unpaid amount to collections. In the
262 event a legal action is decided in favor of the District, the District shall be entitled to the
263 payment of all costs and expenses, including attorneys' fees and accumulated interest.

264 11. **Discontinuation of Water Service for Other Customer Violations.** The District
265 reserves the right to discontinue water service for any violations per District ordinances,
266 rules, or regulations other than nonpayment.

267 12. **Decisions by District Staff.** Any decision which may be taken by the District's
268 General Manager under this Policy may be taken by their designee.

269 13. **Annual Disconnections Notice.** Annually, the District shall post on its website,
270 www.rcsd.org, and notify the Board, the total number of discontinuations of residential
271 water service due to the inability to pay.

RESOLUTION 2022-897

A RESOLUTION OF THE BOARD OF DIRECTORS
OF RUBIDOUX COMMUNITY SERVICES
DISTRICT RESCINDING RESOLUTION NO.
2022-884 AND ADOPTING A REVISED POLICY
ON THE DISCONTINUATION OF RESIDENTIAL
WATER SERVICE DUE TO NON-PAYMENT

WHEREAS, Rubidoux Community Services District ("District") is an urban supplier of water to a population of over 36,000; and

WHEREAS, the District has adopted and revised, from time to time, Ordinances, Resolutions and Policies regarding water service and water users; and

WHEREAS, California Senate Bill 998 ("SB 998") was signed into law and sets forth new and expanded requirements that utilities must follow prior to discontinuing residential water service due to non-payment. SB 998 provides that public water systems that supply water to more than 200 service connections are required to have a written policy on discontinuation of water service to certain types of residences, due to non-payment, and to make such policies available to customers in prescribed languages; and

WHEREAS, SB 998 requires an urban water supplier, such as the District, to comply with the bill's provisions on and after February 1, 2020; and

WHEREAS, the Board adopted Resolution No. 2019-859 on December 19, 2019, establishing a written policy on the

discontinuation of residential water service due to non-payment;
and

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed a state of emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS, on April 2, 2020, Governor Gavin Newsom signed Executive Order N-42-20 suspending community water systems from discontinuing residential water service due to non-payment; and

WHEREAS, on June 11, 2021, Governor Gavin Newsom signed Executive Order N-08-21 suspending community water systems from discontinuing residential water service due to non-payment to expire September 30, 2021; and

WHEREAS, on September 23, 2021, Governor Gavin Newsom signed Senate Bill 155 extending the suspension of community water systems from discontinuing residential water service due to non-payment to December 31, 2021; and

WHEREAS, on January 1, 2022, the District may resume discontinuation activities of residential water service due to non-payment; and

WHEREAS, during the period of suspension of water shutoff activities, the District reviewed its policy on the discontinuation of residential water service due to non-payment and revised the policy to better align with already existing District practices while also remaining compliant with SB 998; and

WHEREAS, the Board of Directors on February 3, 2022 adopted Resolution No. 2022-884 amending and updating the District's written policy on the discontinuation of residential water service due to non-payment and rescinding Resolution No. 2019-859; and

WHEREAS, to provide further clarity regarding timing for payment of delinquent accounts in the written policy on the discontinuation of residential water service due to non-payment, the District proposes updating Section 4.6 - Disconnection Deadline.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Rubidoux Community Services District as follows:

Section 1. Resolution No. 2022-884 is rescinded.

Section 2. The Board hereby adopts the revised Discontinuation Of Residential Water Service For Non-Payment Policy ("Policy") as set forth in Exhibit "A" and related attachments attached hereto and incorporated herein by reference. The Policy shall be included along with existing District Ordinances, Resolutions and Policies regarding water service and water users.

Section 3. This Resolution is adopted and shall go into effect as of the date set forth below.

Section 4. To the extent the Policy conflicts with any provisions of existing Rubidoux Community Services District Ordinances, Resolutions or policies, the provisions of the

Policy shall control.

Section 5. If any section, subsection, clause, or phrase in this Resolution is for any reason held invalid, the validity of the remainder of this Resolution shall not be affected thereby. The Board hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof be held invalid.

Section 6. All of the foregoing Recitals are true and correct and the Board so finds and determines. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

ADOPTED, this 1st day of September, 2022.

HANK TRUEBA, JR.
President

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of Resolution 2022-897 adopted by the Board of Directors of Rubidoux Community Services District at its regular meeting held September 1, 2022.

JEFFREY D. SIMS
Secretary-Manager

1 **RUBIDOUX COMMUNITY SERVICES DISTRICT**
2 **DISCONTINUATION OF RESIDENTIAL**
3 **WATER SERVICE FOR NON-PAYMENT POLICY**

4 1. **Application of Policy.** This Discontinuation of Residential Water Service for Non-
5 Payment Policy (this "Policy") shall apply to all District accounts for residential water
6 service, but shall not apply to any accounts for non-residential service. To the extent this
7 Policy conflicts with any provisions of the Rubidoux Community Services District's
8 ("District") existing Ordinances, Resolutions and Policies regarding water service and
9 water users, this Policy shall control.

10 2. **Contact Information.** For questions or assistance regarding a water bill, the
11 District's Customer Service staff can be reached at (951) 684-7580. Customers may also
12 visit the District's Customer Service desk in person Monday through Friday from 8:00 a.m.
13 to 5:00 p.m., except on District holidays.

14 3. **Billing Procedures.** Water service charges are payable to the District once every
15 month. All bills for water service are due and payable upon receipt and shall be
16 considered delinquent if not paid within ten (10) days from the bill date.

17 4. **Discontinuation of Water Service for Nonpayment.** If a bill is delinquent for at
18 least sixty (60) days, the District may discontinue water service to the service address.

19 4.1 Written Notice to Customer. The District will provide a written notice to the
20 customer of record, referred to as the Late Fee/Shutoff Notice, at least fifteen (15) days
21 before discontinuation of water service. The notice shall contain:

- 22 (a) the name and address of the customer;
- 23 (b) the amount of the delinquency;
- 24 (c) the date by which payment or payment arrangements must be made
25 to avoid discontinuation of service;
- 26 (d) a description of the procedure by which the customer may request
27 an alternative payment arrangement, which may include an
28 extension, amortization, deferred, alternative payment schedule, or
29 payment reduction;
- 30 (e) a description of the procedure to petition for bill review and appeal;
31 and

EXHIBIT A

32 (f) the telephone number where the customer may request a payment
33 arrangement or receive additional information from the District.

34 4.2 Written Notice to Occupants or Tenants.

35 (a) If the District furnishes individually metered service to a single-family
36 dwelling, multi-unit residential structure, mobile home park, or farm labor camp, and the
37 property owner or manager is the customer of record, or if the customer of record's mailing
38 address is not the same as the service address, the District will also send a notice to the
39 occupants living at the service address at least fifteen (15) days before discontinuation of
40 water service. The notice will be addressed to "Occupant," will contain the information
41 required in Section 4.1 above, and will also inform the residential occupants that they
42 have the right to become customers of the District without being required to pay the
43 amount due on the delinquent account. Terms and conditions for occupants to become
44 customers of the District are provided in Section 8 below.

45 (b) If the District furnishes water to residences through a master meter,
46 the District will make a good faith effort, at least fifteen (15) days prior to termination, to
47 notify the residential occupants that the account is in arrears and the service will be
48 terminated on a date specified in the notice. The District will provide notice by either:
49 (i) mailing the notice to each residential unit; (ii) posting the notice on the door of each
50 residential unit, (iii) if providing notice to each unit is impracticable or infeasible, posting
51 two (2) copies of the notice in each accessible common area and at each point of access
52 to the structure or structures; or (iv) making some other good faith, reasonable effort to
53 provide written notice to the occupants. The notice will be addressed to "Occupant," will
54 contain the information required in Section 4.1 above, and will inform the residential
55 occupants that they have the right to become customers of the District without being
56 required to pay the amount due on the delinquent account. Terms and conditions for
57 occupants to become customers of the District are provided in Section 8 below.

58 4.3 Telephonic Notice. The District may also contact the customer named on
59 the account by telephone and offer to provide in writing to the customer a copy of this
60 Policy in addition to providing the same information as noted in Section 4.1(b)-(f).

61 4.4 Posting of Final Notice at Service Address. If payment has not been
62 received after receipt of the Late Fee/Shutoff Notice, or the Late Fee/Shutoff Notice was
63 returned through the mail as undeliverable, the District will visit the residence and leave,
64 or make other arrangements for placement in a conspicuous place, a red Final Shut Off
65 Notice and a copy of this Policy in English and Spanish, at least five (5) days before
66 discontinuation of service. Should the customer need a copy of this Policy in a language
67 other than English or Spanish, but otherwise required by the District as noted in Section
68 9, contact the customer service staff to request this Policy in the appropriate language.
69 The notice shall include:

EXHIBIT A

- 70 (a) the name and address of the customer;
- 71 (b) the amount of the delinquency;
- 72 (c) the date by which payment must be made to avoid discontinuation of
73 service; and
- 74 (d) the telephone number where the customer may make their payment
75 or receive additional information from the District.

76 4.5 Late Fee. A Late Fee, as specified in District Ordinance No. 104, shall be
77 assessed and added to the outstanding balance on the customer's account if the
78 amount owing on that account is not paid before the initial written notice of disconnection
79 is generated. This fee is charged to recover a portion of the cost associated with
80 preparation and delivery of the notice.

81 4.6 Disconnection Deadline. Payment for water service charges must be
82 received in the District offices no later than the regular close of business time on the
83 date specified in the notice of disconnection. Postmarks are not acceptable.

84 4.7 Circumstances Under Which Service Will Not Be Discontinued. The District
85 will not discontinue residential water service for nonpayment under the following
86 circumstances:

- 87 (a) During an investigation by the District of a customer dispute or
88 complaint under Sections 5.1 and 5.2 below;
- 89 (b) During the pendency of an appeal to the District's Board of Directors
90 under Section 5.3 below; or
- 91 (c) During the period of time in which a customer's payment is subject
92 to a District-approved alternative payment arrangement under
93 Section 6 below, and the customer remains in compliance with the
94 approved payment arrangement.

95 4.8 Special Medical and Financial Circumstances Under Which
96 Services Will Not Be Discontinued.

- 97 (a) The District will not discontinue water service if all of the following
98 conditions are met:
 - 99 (i) The customer, or a tenant of the customer, submits to the
100 District the certification of a licensed primary care provider that
101 discontinuation of water service will be life threatening to, or
102 pose a serious threat to the health and safety of, a resident of

EXHIBIT A

103 the premises where residential service is provided (must
104 complete Form 998-A);

105 (ii) The customer demonstrates that he or she is financially
106 unable to pay for residential water service within the District's
107 normal billing cycle per the qualifications in Section 7.2 below
108 (must complete Form 998-B or 998-B2); and

109 (iii) The customer is willing to enter into an alternative payment
110 arrangement as described in Section 6 below, with respect to
111 the delinquent charges. The District's General Manager or
112 designee will select the most appropriate payment
113 arrangement, taking into consideration the information and
114 documentation provided by the customer (must complete
115 Form 998-C).

116 (b) The customer is responsible for demonstrating that the conditions in
117 subsection (a) have been met. Upon receipt of documentation from
118 the customer, which must be provided to the District at least forty-
119 eight (48) hours prior to the disconnection date, the District will
120 review the documentation within seven (7) days and: (1) will not
121 discontinue water service during this review period; (2) will notify the
122 customer of the alternative payment arrangement selected by the
123 District and request that the customer sign the agreement to
124 participate in the alternative arrangement (Form 998-C); (3) may
125 request additional information from the customer; or (4) notify the
126 customer that he or she does not meet the conditions in subsection
127 (a). The District reserves the right to extend the customer's
128 documentation submission period at the District's discretion.

129 (c) The District may discontinue water service if a customer who has
130 been granted an alternative payment arrangement under this section
131 fails to do any of the following for sixty (60) days or more: (a) to pay
132 any amount due under an alternative payment arrangement; or (b)
133 to pay current charges of subsequent bills for water service. The
134 District will post a final notice of intent to disconnect service in a
135 prominent and conspicuous location at the service address at least
136 five (5) business days before discontinuation of service. The final
137 notice will not entitle the customer to any investigation or review by
138 the District.

EXHIBIT A

139 4.9 Time of Discontinuation of Service. The District will not discontinue water
140 service due to nonpayment on a Saturday, Sunday, legal holiday, or at any time during
141 which the District's office is not open to the public.

142 4.10 Restoration of Service. Customers whose water service has been
143 discontinued may contact the District by telephone or in person regarding restoration of
144 service. Restoration shall be subject to payment of: (a) any past-due amounts, including
145 applicable interest or penalties; (b) a reconnection fee of \$50.00 during normal operating
146 hours and \$100.00 during non-operating hours, with an annual adjustment for changes
147 in the Bureau of Labor Statistics' Consumer Price Index for all Urban Consumers
148 (CPI-U) beginning January 1, 2021, subject to the limitations in Section 7.1, if
149 applicable; (c) and a security deposit, if required by the District. Payment must be made
150 in cash or credit card. Check payments will not be accepted.

151 **5. Procedures to Contest or Appeal a Bill.**

152 5.1 Time to Initiate Complaint or Request an Investigation. A customer may
153 initiate a complaint or request an investigation regarding the amount of a bill no later
154 than five (5) days after receiving the Late Fee/Shutoff Notice.

155 5.2 Review by District. A timely complaint or request for investigation shall be
156 reviewed by a manager of the District, who shall provide a written determination to the
157 customer within ten (10) business days of receipt. The review will include consideration
158 of whether the customer may receive an alternative payment arrangement as described
159 in Section 6 below.

160 5.3 Appeal Hearing. Any customer whose timely complaint or request for an
161 investigation pursuant to this Section 5 has resulted in an adverse determination by the
162 District may appeal the determination. A written notice of appeal must be received by the
163 District within ten (10) business days of the District's mailing of its determination.
164 Following receipt of a request for an appeal or review, a hearing date shall be promptly
165 set before the General Manager, or their designee (the "Hearing Officer") within five (5)
166 business days. After evaluation of the evidence provided by the customer and the
167 information on file with the District concerning the water charges in question, the Hearing
168 Officer shall render a decision as to the accuracy of the water charges set forth on the bill
169 and shall provide the appealing customer with a brief written summary of the decision.

170 5.4 Appeal to Board of Directors. Any customer whose timely appeal hearing
171 pursuant to this Section 5 has resulted in an adverse determination by the Hearing Officer
172 may appeal the determination to the Board of Directors by filing a written notice of appeal
173 with the District Secretary within ten (10) business days of the District's mailing of its
174 determination, or may appeal in-person, orally, during a regularly scheduled board
175 meeting. Upon receiving the notice of appeal, the District Secretary will set the matter to

176 be heard at an upcoming Board meeting and mail the customer written notice of the time
177 and date of the hearing at least ten (10) days before the meeting. The customer will be
178 required to personally appear before the Board and present written or oral evidence or
179 reasons as to why the water charges on the bill in question are not accurate. The Board
180 shall evaluate the evidence presented by the customer, as well as the information on file
181 with the District concerning the water charges in question and render a decision as to the
182 accuracy of said charges. The decision of the Board shall be final.

183 **6. Alternative Payment Arrangements.**

184 6.1 Time to Request an Alternative Payment Arrangement. If a customer is
185 unable to pay a bill during the normal payment period, the customer may request an
186 extension or other alternative payment arrangement described in this Section 6. If a
187 customer submits a request within thirteen (13) days after mailing of the Late
188 Fee/Shutoff Notice by the District, the request will be reviewed by a manager of the
189 District. District decisions regarding extensions and other alternative payment
190 arrangements are final and are not subject to appeal to the District's Board of Directors.

191 6.2 Alternative Payment Schedule. If approved by the District, a customer may
192 pay the unpaid balance pursuant to an alternative payment schedule that will not exceed
193 twelve (12) months, or as determined by the District's General Manager or designee, in
194 their discretion. During the period of the alternative payment schedule, the customer
195 must remain current on all water service charges accruing during any subsequent billing
196 periods. The alternative payment schedule and amounts due will be set forth in writing
197 and provided to the customer for their required signature indicating agreement and
198 adherence to the schedule.

199 6.3 Failure to Comply. The customer must comply with the agreed upon
200 payment schedule and remain current as charges accrue in each subsequent billing
201 period. The customer may not request another payment schedule for any subsequent
202 unpaid charges while paying delinquent charges pursuant to a previously agreed upon
203 schedule. If the customer fails to comply with the terms of the agreed upon payment
204 schedule for a bill that is delinquent for sixty (60) days or more, the District may
205 discontinue water service to the customer's property. The District will post a final notice
206 of intent to disconnect service in a prominent and conspicuous location at the service
207 address at least five (5) business days before discontinuation of service. The final notice
208 will not entitle the customer to any investigation or review by the District.

209 6.4 Payment Reductions or Waivers. Reductions or waivers of water service
210 charges are not available at this time.

211 **7. Specific Programs for Low-Income Customers.**

EXHIBIT A

212 7.1 Reconnection Fee Limits and Waiver of Interest. For residential customers
213 who demonstrate to the District a household income below 200 percent of the federal
214 poverty line, the District will:

215 (a) Limit any reconnection fees during normal operating hours to fifty
216 dollars (\$50), and during non-operational hours to one hundred
217 dollars (\$100). The limits will only apply if the District's reconnection
218 fees actually exceed these amounts. These limits are subject to an
219 annual adjustment for changes in the Bureau of Labor Statistics'
220 Consumer Price Index for All Urban Consumers (CPI-U) beginning
221 January 1, 2021.

222 (b) Waive interest charges on delinquent bills once every 12 months.
223 The District will apply the waiver to any interest charges that are
224 unpaid at the time of the customer's request.

225 7.2 Qualifications. The District will deem a residential customer to have a
226 household income below 200 percent of the federal poverty line if: (a) any member of the
227 household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal,
228 Supplemental Security Income/State Supplementary Payment Program, or California
229 Special Supplemental Nutrition Program for Women, Infants, and Children (Form 998-B),
230 or (b) the customer declares under penalty of perjury that the household's annual income
231 is less than 200 percent of the federal poverty level (Form 998-B2).

232 **8. Procedures for Occupants or Tenants to Become Customers of the District.**

233 8.1 Applicability. This Section 8 shall apply only when the property owner,
234 landlord, manager, or operator of a residential service address is listed as the customer
235 of record and has been issued a notice of intent to discontinue water service due to
236 nonpayment.

237 8.2 Agreement to District Terms and Conditions of Service. The District will
238 make service available to the occupants if each occupant agrees to the terms and
239 conditions of service and meets the requirements of the District's rules and regulations.
240 However, if at least one of the occupants is willing to assume responsibility for all
241 subsequent charges, or if there is a physical means of discontinuing service to those
242 occupants who do not meet the District's rules and requirements, then the District will
243 make service available to the occupants who do meet them.

244 8.3 Verification of Tenancy. To be eligible to become a customer without paying
245 the amount due on the delinquent account, the occupant shall verify that the delinquent
246 account customer of record is or was the landlord, manager, or agent of the dwelling.
247 Verification may include, but is not limited to, a lease or rental agreement, rent receipts,

EXHIBIT A

248 a government document indicating that the occupant is renting the property, or
249 information disclosed pursuant to Section 1962 of the Civil Code, at the discretion of the
250 District.

251 8.4 Methods of Establishing Credit. If prior service for a period of time is a
252 condition for establishing credit with the District, residence and proof of prompt payment
253 of rent for that period of time is a satisfactory equivalent.

254 9. **Language for Certain Written Notices**. All written notices under Section 4 and
255 Section 6 of this Policy shall be provided in English, Spanish, Chinese, Tagalog,
256 Vietnamese, Korean, and any other language spoken by ten percent (10%) or more
257 people within the District's retail service area.

258 10. **Other Remedies**. In addition to discontinuation of water service, the District may
259 pursue any other remedies available in law or equity for nonpayment of water service
260 charges, including, but not limited to: securing delinquent amounts by filing liens on real
261 property, filing a claim or legal action, or referring the unpaid amount to collections. In the
262 event a legal action is decided in favor of the District, the District shall be entitled to the
263 payment of all costs and expenses, including attorneys' fees and accumulated interest.

264 11. **Discontinuation of Water Service for Other Customer Violations**. The District
265 reserves the right to discontinue water service for any violations per District ordinances,
266 rules, or regulations other than nonpayment.

267 12. **Decisions by District Staff**. Any decision which may be taken by the District's
268 General Manager under this Policy may be taken by their designee.

269 13. **Annual Disconnections Notice**. Annually, the District shall post on its website,
270 www.rcsd.org, and notify the Board, the total number of discontinuations of residential
271 water service due to the inability to pay.

12. CONSIDER AGREEMENT WITH LENNAR HOMES OF CALIFORNIA, LLC
REGARDING WATER AND SEWER CAPACITY FEES FOR THE
SHADOW ROCK DEVELOPMENT:

DM 2022-84

Rubidoux Community Services District

Board of Directors

Hank Trueba Jr., President
Bernard Murphy, Vice-President
Armando Muniz
F. Forest Trowbridge
John Skerbelis

General Manager
Jeffrey D. Sims



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

DIRECTORS MEMORANDUM 2022-84

September 1, 2022

To: Rubidoux Community Services District
 Board of Directors

Subject: Consider Agreement With Lennar Homes of California, LLC Regarding Water and Sewer Capacity Fees For The Shadow Rock Development

BACKGROUND:

Lennar Homes of California, LLC (“Developer”) is in the process of building its Shadow Rock Development (“Development”) of which 315 single-family residential homes will be provided services from Rubidoux Community Services District (“District”). Of the 315 homes in the Development, approximately 213 have already been built and receiving services from the District.

The Developer was required to construct master planned water pipeline in Pacific Avenue, which has been completed. The Pacific Avenue Pipeline is included in the District’s water master plan and as such, the Developer can elect to use the value of the eligible costs paid to build the Pacific Avenue Pipeline as credits in-lieu of water capacity fees due for the Development. Currently the water capacity fee for a 3/4” water meter (considered 1 EDU) is \$6,800. The in-lieu water capacity fees credit available to the Developer for the value of the Pacific Avenue Pipeline covers 211.59 EDUs. Currently around 213 homes have been built and another 35 or so in various stages of construction.

Jurupa Unified School District (“JUSD”) acted as the lead agency in the formation of JUSD CFD No. 14 to fund various Development expenses including water and sewer capacity fees to be paid to the District. The District is to receive \$3,780,000 in water and sewer capacity fees for the 315 homes in the Development. JUSD has sold the bonds and the District’s share of the bond proceeds (\$3,780,000) is available for disbursement to the District. This amount is based on the current District capacity fees - \$6,800 (3/4” water meter) and \$5,200 for sewer.

The District soon plans to submit a disbursement request to JUSD for the entire \$3,780,000 and will receive the funds prior to all 315 lots being completed.

Recently the District adopted updated water and sewer master plans and is underway with completion of a Cost-of-Service Study (“COSS”). Included with the scope of work for the COSS is a review of the District’s current monthly rates and capacity fees. An outcome of the COSS is the District seeking to adjust the water and sewer capacity fees. Any adjustment of District water and sewer capacity fees would be done through a noticed and transparent process consistent with Prop 218 requirements. This process is estimated to be completed in the next 6 to 12 months.

In the event District capacity fees are increased prior to Developer completing all 315 lots in the Development, the funds collected by the District from JUSD CFD No. 14 will not be sufficient to cover all the capacity fees due the District. For example, if the District capacity fees increase by \$300 per lot and 50 lots remain to be built, JUSD CFD No. 14 funds would be short \$15,000.

The purpose of the *Agreement Regarding Water And Sewer Capacity Fees For Tract No. 31894 & 37470 (Lennar – Shadow Rock Development)*, (“Agreement”) memorializes:

1. Developer has 211.59 EDUs of in-lieu water capacity fees credit for eligible expenses paid to construct the Pacific Avenue Water Pipeline.
2. With receipt of the \$1,638,000 of the total \$3,780,000 from JUSD CFD No. 14 for sewer capacity fees the District will release the letter of credit posted by the Developer for sewer capacity fees.
3. The Developer agrees to pay for incremental increases in capacity fees, if any, beyond the JUSD CFD No. 14 funding of \$3,780,000 should the District increase the capacity fees. This requirement would be only for those lots not already connected to the District’s water and sewer systems.

It is anticipated the Developer will have all 315 lots connected by next summer under current capacity fees. But in the event a housing slow down occurs, and the District adopts new capacity fees amounts, this Agreement insures payment of the then current capacity fees for those remaining lots.

RECOMMENDATION:

Staff recommends the Board of Directors consider:

1. Approving the Agreement - *Agreement Regarding Water And Sewer Capacity Fees For Tract No. 31894 & 37470 (Lennar – Shadow Rock Development)*
2. Authorizing the General Manager to sign same on behalf of the District.

Respectfully,



JEFFREY D. SIMS, P. E.
General Manager

Attach:

1. Agreement Regarding Water And Sewer Capacity Fees For Tract No. 31894 & 37470 (Lennar – Shadow Rock Development)

AGREEMENT REGARDING WATER AND SEWER CAPACITY FEES

FOR

TRACT NO. 31894 & 37470 (Lennar - Shadow Rock Development)

This Agreement is made by and between the Rubidoux Community Services District, a public agency of the State of California, with its headquarters at Jurupa Valley, California, hereinafter designated as "the District" and Lennar Homes of California, LLC, hereinafter designated as the "Developer". District and Developer may be collectively referred to herein as "Parties" and individually as "Party".

RECITALS

A. WHEREAS, the Developer is building a development within the District's service area called Shadow Rock, hereinafter referred to as the "Development", comprised of 315 single-family residential homes that will be connected to the District's potable water system and sewage collection system; and

B. WHEREAS, of the 315 single-family residential homes, 280 are within Tract No. 31894 and 35 are within Tract No. 37470; and

C. WHEREAS, Developer has coordinated with Jurupa Unified School District ("JUSD") to act as lead agency for the formation of a community facilities district to fund development fees of various agencies associated with the Project. Agencies receiving funding through JUSD CFD 14 include - Jurupa Unified School District, Jurupa Community Services District, Rubidoux Community Services District, and the Jurupa Area Regional Parks District; and

D. WHEREAS, JUSD CFD 14 will provide \$3,780,000 of funding to the District to pay water and sewer capacity fees for 315 homes at the District's current rate for capacity fees. Currently the water capacity fee for one ¾" water meter is \$6,800 and the sewer capacity is \$5,200 for one equivalent dwelling unit ("EDU"); and

E. WHEREAS, in the District's 2015 Water Master Plan a 24" diameter water pipeline ("Master Plan Water") was included in Pacific Avenue and a necessary improvement conditioned on the Developer to design, and install for the Development; and

F. WHEREAS, Section 2 of the "Joint Community Facilities Agreement by and among Jurupa Unified School District, Rubidoux Community Services District, and Lennar Homes of California, Inc. with respect to Community Facilities District No. 14" executed October 17, 2019, the Developer can elect to advance construction of District master planned facilities in lieu of payment of District Capacity Fees; and

G. WHEREAS, the Developer completed the Master Plan Water and has submitted eligible expenses for the Master Plan Water totaling \$1,438,817.38; and

H. WHEREAS, the Developer has elected to advance the total amount of eligible expenses for the Master Plan Water in lieu of payment of the District's current Water Capacity Fee for 211.59 (\$1,438,817.38 divided by \$6,800/EDU) of the 315 single-family lots in the Development leaving \$703,182.62 of JUSD CFD 14 funding allocated to the District for payment of District water capacity fees; and

I. WHEREAS, the Developer has provided the District a Letter of Credit in the amount of \$1,638,000 as security for the payment of District sewer capacity fees for 315 lots at a cost of \$5,200/single-family lot; and

J. WHEREAS, of the \$3,780,000 of JUSD CFD 14 funding allocated to the District, \$1,638,000 is for payment of District sewer capacity fees for 315 lots at a cost of \$5,200/single-family lot; and

K. WHEREAS, from time to time the District adjusts its water and sewer capacity fees through a publicly noticed and transparent process which may happen prior to the Developer completing the Development; and

L. **WHEREAS**, the District desires to submit a requisition for the entire \$3,780,000 funded by JUSD CFD 14 allocated for payment of District water and sewer capacity fees for the Development; and

M. **WHEREAS**, as of June 30, 2022 the Developer has connected 213 single-family lots to the District's water and sewer system; and

N. **WHEREAS**, the purpose of this AGREEMENT REGARDING WATER AND SEWER CAPACITY FEES FOR TRACT NO. 31894 & 37470 (Lennar - Shadow Rock Development), hereinafter "Agreement", is to memorialize the terms, and conditions regarding payment of water and sewer capacity fees for the Development using funds disbursed to the District from JUSD CFD 14 and obligations of the Developer in the event disbursed funds from JUSD CFD 14 are insufficient for all 315 single-family lots at buildout due to adopted increases in the District's water and sewer capacity fees.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained the Parties agree to as follows:

TERMS

1. JUSD CFD 14 REQUISITIONS

The District using appropriate forms will on or before August 24, 2022 request a disbursement from JUSD CFD 14 for \$3,780,000 of funds allocated to the District for water and sewer capacity fees due for 315 single-family lots within the Development based on current District water and capacity fees as follows:

Water Capacity Fees: \$6,800 per 3/4" water meter
 \$6,800 x 315 lots
 \$2,142,000

Sewer Capacity Fees: \$5,200 per single family lot
 \$5,200 x 315 lots
 \$1,638,000

2. District Reimbursement of Water Master Plan Facilities

The District within thirty (30) calendar days of receipt of JUSD CFD 14 funds allocated to the District for water and sewer capacity fees for the Development (\$3,780,000) will reimburse the Developer \$1,438,817.38 for the cost of the Water Master Plan Facilities built by the Developer as discussed in Recitals E - H herein.

3. In Lieu Water Capacity Fee Credits Earned

The District agrees the Master Plan Water has an in-lieu value of water capacity fees of 211.59 three-quarter inch water meters to use in the Development based on the current District water capacity fee of \$6,800 per three-quarter inch water meter divided into \$1,438,817.38.

4. Water Capacity Fee Credits Based on Current Water Capacity Fees

The District agrees after deducting \$1,438,817.38 from the \$2,142,000 of JUSD CFD 14 funds allocated to pay District water capacity fees, there is a remaining balance of \$703,182.62 to apply to water capacity fees for the Development. Based on the current District water capacity fee of \$6,800 for three-quarter inch water meters the remaining balance equates to water capacity fee credits for 103.41 three-quarter inch meters.

5. Water Capacity Fee Payment In Excess of Water Fee Credits

The Developer acknowledges in the event the District adopts increased water capacity fees through a legislatively valid process prior to buildout of the Development such that the Water Fee Credit (\$703,182.62) is no longer sufficient to cover the water capacity fees due at the then higher water capacity fee, the Developer agrees it will pay the additional amounts with funds other than water fee credits from JUSD CFD 14 bond proceeds allocated to the District.

6. Sewer Capacity Fee Credits Based on Current Sewer Capacity Fees

The District agrees after receipt of JUSD CFD 14 funds allocated to the District for water and sewer capacity fees for the

Development, the Developer has 315 single-family Sewer Capacity Fee Credits based on \$1,638,000 divided by the District's current sewer capacity fee of \$5,200 per single-family lot.

7. Release of Developers Letter of Credit for Sewer Capacity Fees

The District agrees to release the Letter of-Credit for the Development's Sewer Capacity fees after receipt of JUSD CFD 14 funds allocated to the District for sewer capacity fees, a total of \$1,638,000.

8. Sewer Capacity Fee Payment In Excess of Sewer Fee Credits

The Developer acknowledges in the event the District adopts increased sewer capacity fees through a legislatively valid process prior to buildout of the Development such that the Sewer Fee Credit (\$1,638,000) is no longer sufficient to cover the sewer capacity fees due at the then higher sewer capacity fee, the Developer agrees it will pay the additional amounts with funds other than sewer fee credits from JUSD CFD 14 bond proceeds allocated to the District.

9. General Provisions

a. Indemnification. Each Party hereby agrees to indemnify, defend, save, and hold harmless the other Party and their respective officers, agents, servants, and employees, of and from any liabilities, claims, demands, suits, actions, and causes of action to the extent arising out of or in any manner connected with any act or omission of such indemnifying Party, performed in connection with such Party's duties and obligations hereunder.

b. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on each of the Parties and their successors and assigns. This Agreement shall not be assigned by Developer without the prior written consent of District, which consent shall be granted or denied in District's reasonable discretion, provided that Developer may assign all or portions of the benefit of this Agreement, and such assignee may assume all or portions of the obligations in this Agreement, to the extent applicable, in connection with the sale of all or a portion of the Development. In the event of such an assignment, the assignees shall agree to be bound by all terms and conditions of this Agreement and may be required by District to

enter into an assignment or other contractual arrangement to document said obligations.

c. Effective Date of Agreement. The Effective Date of this Agreement is the date last signed by the Parties.

d. Term and Termination. This Agreement shall expire upon completion of performance of this Agreement by both Parties. In the event either Party defaults in the performance of any of its obligations under this Agreement, the other Party shall have all rights and remedies available to them under the law, including without limitation, the right to terminate this Agreement upon written notice to the defaulting Party.

e. Notices. All notices permitted or required under this Agreement shall be deemed made when delivered to the applicable Party's representative as provided in this Agreement. Such notices shall be mailed or otherwise delivered to the addresses set forth below, or at such other addresses as the respective Parties may provide in writing for this purpose:

Rubidoux Community Services District

Attn: General Manager
3590 Rubidoux Blvd.
Jurupa Valley, CA 92509

Lennar Homes of California, LLC

Attn: Project Management
California Division - Inland Empire
980 Montecito Drive, Suite 302
Corona, CA 92879

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, certified mail, return receipt requested, to the party at its applicable address.

f. Attorneys' Fees. In the event any action is commenced to enforce or interpret any term or condition of this Agreement, in addition to costs and any other relief, the prevailing Party shall be entitled to its reasonable attorneys' fees, expert fees and other reasonable costs of defense.

g. Entire Agreement; Amendment. This Agreement contains the entire agreement of the Parties hereto with respect to the matters contained herein, and supersedes all negotiations, prior discussions and preliminary agreements or understandings, written or oral. No waiver or modification of this Agreement shall be binding unless consented to by both Parties in writing.

h. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

i. Invalidity and Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

j. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. Any disputes shall be subject to arbitration or judicial reference, and in conjunction therewith EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY.

k. Authority to Enter into Agreement. The Parties warrant they have all requisite power and authority to execute and perform this Agreement. Each person executing this Agreement on behalf of their Party warrants they have the legal power, right, and authority to make this Agreement and bind their respective party.

l. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Reimbursement Agreement as of the last date indicated below.

<signatures on following page>

RUBIDOUX COMMUNITY SERVICES
DISTRICT

Lennar Homes of California,
LLC

By: _____
Jeffrey D. Sims

Its: General Manager

By: _____
Name:

Its:

**13. CLOSED EXECUTIVE SESSION – PURSUANT TO GOVERNMENT
CODE 54956.8: REAL PROPERTY NEGOTIATIONS
PROPERTY: 5473 MISSION BLVD, JURUPA VALLEY, CA
AGENCY NEGOTIATOR: JEFF SIMS, GENERAL MANAGER
UNDER NEGOTIATION: PURCHASE CONTRACT TERMS, FINANCING**

14. **CLOSED EXECUTIVE SESSION – PURSUANT TO GOVERNMENT CODE
SECTION 54957(B)(1): GENERAL MANAGER POSITION**