

Rubidoux Community Services District

Board of Directors

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

General Manager

Brian R. Laddusaw



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

NOTICE AND AGENDA FOR THE RUBIDOUX COMMUNITY SERVICES DISTRICT BOARD MEETING

Thursday, March 16, 2023, at 4:00 PM

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.

Members of the public wanting to attend and/or address the Board virtually 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 **994 957 9980**
 - o Passcode is: rcsd
 - o Call into the meeting number 1-669-444-9171

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 – Bernard Murphy, President
2. Pledge of Allegiance
3. Roll Call
4. Approval of Minutes for March 2, 2023, Regular Meeting
5. Consideration to Approve March 17, 2023, 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. **PUBLIC HEARING** – Second Reading and Consideration to Adopt Ordinance No. 2023-133, An Ordinance Establishing Board Member Stipends: **DM 2023-24**

10. Receive and File Statement of Cash Asset Schedule Report Ending February 2023: **DM 2023-25**
11. Consider Proposal with Total Compensation Systems, Inc. to Provide Actuarial Valuation Services for the District's Other Post-Employment Benefits Plan: **DM 2023-26**
12. Consider Proposal with Jager Trans Inc. to Provide Commercial Driver's License Class "A" Training to Field Employees: **DM 2023-27**
13. Consider Proposal with Occupational Safety Training Systems, Inc. to Provide Safety Training to Employees: **DM 2023-28**
14. Consider Proposal from TKE for Additional Services for LAFCO Adjustments to RCSD Service Area Boundary: **DM 2023-29**
15. Consider Proposal from TKE for Engineering Design Work to Move a Water Pipeline from the Jurupa Community Services District to the Rubidoux Community Services District: **DM 2023-30**
16. Consider Award of a Contract for Professional Services with Krieger and Stewart for Construction Oversight for the Replacement of a Water Pipeline Crossing Market Street: **DM 2023-31**
17. Professional Services Agreement with Webb and Associates to Generate a Map of Easements from Meets and Bounds Descriptions for Easements at the Proposed Goldenwest Site: **DM 2023-32**
18. **CLOSED SESSION** – Pursuant to Government Code Section 54956.9: Legal Counsel Status on Litigation Case No. CIVDS 1310520, City of Riverside vs. Rubidoux Community Services District
19. Directors Comments - Non-action
20. Adjournment

4. Approval of Minutes for March 2, 2023, Regular Meeting

MINUTES OF REGULAR MEETING
March 2, 2023
RUBIDOUX COMMUNITY SERVICES DISTRICT

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

DIRECTORS ABSENT:

STAFF PRESENT: Brian Laddusaw, General Manager
Ted Beckwith, District Engineer
Martha Perez, Accounts Payable Manager
Miguel Valdez, Director of Operations
Melissa Trujillo, Human Resources

Call to order: the meeting of the Board of Directors of the Rubidoux Community Services District by President Murphy, at 4:00 P.M., Thursday, March 2, 2023, by teleconferencing at District Office, 3590 Rubidoux Boulevard, Jurupa Valley, California.

ITEM 4. APPROVAL OF MINUTES

Approval of Minutes for February 16, 2022, Board Meeting.

Director Skerbelis moved, and Director Muniz seconded to approve the February 16, 2023, Regular Board Minutes as presented.

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 5. Consideration to Approve the March 3, 2023, Salaries, Expenses and Transfers.

Consideration to Approve the March 3, 2023, Salaries, Expenses and Transfers.

Director Skerbelis moved, and Director Trowbridge seconded to Approve the March 3, 2023, Salaries, Expenses and Transfers.

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 6. PUBLIC ACKNOWLEDGE OF NON-AGENDA MATTERS

A member of the community from 7371 Font Avenue addressed the board regarding his water being shut off for the amount of \$109.00. He stated that he will be a regular attendee from now on at the board meetings and he was there to see to it that all of the board members are fired. Martha Perez interjected that she helped the gentleman in the morning and that all protocols were followed. Unfortunately, while he was in the hospital, the shut of notices were not received. She was able to help him. He paid his bill in full and his water was turned back on within 30 minutes. He praised Ms. Perez for working with him on this matter.

ITEM 7. CORRESPONDENCE AND RELATED INFORMATION

There was nothing to offer at this time.

ITEM 8. MANAGER'S REPORT

Operations Report:

Presented at the second meeting of the month.

Emergency and Fire Report:

Presented at the second meeting of the month.

Scott with IE Works Program gave a presentation to the board with an overview, a history, and what they are doing practically on a ground that RCSD could participate in and how it benefits agencies to join the program.

Director Skerbelis requested this be agendized at the next meeting.

Director Murphy moved and Director Skerbelis seconded this matter be agendized after staff has had adequate time to prepare a report as to their needs. This will consist of 1) HS program, 2) Pre-Apprenticeship program, 3) Registered Apprenticeship and 4) Internship programs within the program.

Roll call:

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

Noes – 0

Abstain – 1 (Trowbridge)

Absent – 0

The motion was carried 4-1.

ITEM 9. First Reading of Ordinance No. 2023-133, An Ordinance Establishing Board Member Stipends. DM 2023-20.

BACKGROUND

On February 2, 2023, at the regularly scheduled Rubidoux Community Services District (“District”) Board of Director’s (“Board”) meeting, the Board directed staff to prepare draft Ordinance No. 2023-133 and schedule its introduction (First Reading) at the February 16, 2023, regular Board meeting. On February 16, 2023, prior to the First Reading of Ordinance No. 2023-133, the Board motioned and voted to table the First Reading until March 2, 2023. Following proper Ordinance adoption procedures, once the First Reading was rescheduled to March 2, 2023, the resulting Second Reading, Public Hearing, and effective date would have to be rescheduled as follows:

- March 16, 2023 – Second Reading, Public Hearing, and Adoption of Ordinance No. 2023-133
- May 15, 2023 – Effective Date of Ordinance No. 2023-133 (60 days past adoption)

The originally scheduled Public Hearing for March 2, 2023, was cancelled and will be re-noticed for March 16, 2023, in the Press Enterprise, on the District’s website, and at the District’s office. Draft Ordinance No. 2023-133 was modified accordingly to reflect these date changes. No Other changes were made.

Draft Ordinance No. 2023-133 includes the following adjustments to the Board Member stipends:

1. Adjust the Board member stipend for regular meetings (including special, emergency, advisory, etc.) and committee meetings to the maximum allowed under current California Water Code.

Regular: From \$155.13/meeting to **\$179.58/meeting**

Committee: From \$63.81/meeting to **\$73.87/meeting**

2. Adjust the Board member stipends automatically, on an annual basis, **commencing July 1, 2024**, to the maximum allowed under the then current California Water Code.

For reference, the current California Water Code allows for a maximum 5% annual increase.

Based on the above schedule, the Board would notice an adjustment to their stipend pay on their June 9, 2023 paycheck, as the Board is paid in arrears.

If no material changes are proposed to DRAFT Ordinance No. 2023-133, staff recommends the Board continue with the timeline above and schedule the 2nd Reading and Public Hearing at the regularly scheduled March 16, 2023 Board meeting.

Director Trowbridge moved, and Director Murphy seconded to schedule the 2nd reading and public hearing at the next board meeting, March 16, 2023.

Roll call:

Ayes – 2 (Murphy, Trowbridge)

Noes – 2 (Skerbelis, Trueba)

Abstain – 1 (Muniz)

Absent – 0

The motion was 2 Ayes, 2 Noes, 1 Abstain. Staff was instructed to proceed with the motion item for next meeting, March 16, 2023.

ITEM 10. Riverside LAFCO 2023 Election – Regular Special District Member – Western and Eastern Region. DM 2023-21.

BACKGROUND

The Riverside Local Agency Formation Commission (“LAFCO”) has a seven-member commission comprised of two members representing the County of Riverside, two members representing Cities within Riverside County, two members representing Special Districts within Riverside County, and one member representing the Public. There is one alternative for each member type and commissioners serve four-year terms. Of the two members representing Special Districts, one comes from the western portion of the county and one comes from the eastern portion of the county. The Rubidoux Community Services District (“District”) lies within the western region.

On January 19, 2023, staff received correspondence from LAFCO indicating a vacancy of its Regular Special District Member – Western Area representative and was soliciting a call for nominations for any Board Member (“Board”) interested in filling the position. The term of the western vacant position will run until May 4, 2026.

During the regularly scheduled Board meeting on February 2, 2023, Vice-President Skerbelis indicated interest in the LAFCO Regular Special District Member position and the Board subsequently supported nominating Vice-President Skerbelis to be considered for the position. Staff submitted the Special District Selection Committee 2023 Western Region Nomination Form to LAFCO on February 6, 2023 (attached).

On February 23, 2023, staff received the LAFCO Special District Selection Committee 2023 Official Election Ballot and instructions. The ballot allows for the District to submit a vote for the western and eastern region. LAFCO conducts its voting using Instant Runoff Voting (“IRV”) which eliminates the requirement for the expensive and lengthy process of sending out a second runoff ballot to achieve a majority. An example of demonstrating how IRV works is attached. To submit the ballot the Board needs to rank each region’s nominees in the order of preference, using “1” for the District’s first choice, “2” for the District’s second choice and so on. Ranking more than one candidate will not work against the District’s first choice candidate, however, voting for only one candidate is allowed. For example, if the Board ranks Vice-President Skerbelis as their first preference for the Western Region, then the “1” is circled next to his name and then the District could either stop there or proceed with ranking the remaining five candidates. All completed ballots must be received by LAFCO no later than March 27, 2023.

Director Murphy moved, and Director Skerbelis seconded to fill it out will John Skerbelis for the Western Region and Bruce Underwood for the Eastern Region.

Roll call:

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

Noes – 0

Abstain – 1 (Trowbridge)

Absent – 0

The motion was carried 4-1.

ITEM 11. Consider Adopting Resolution No. 2023-902, a Resolution Concurring in the Nomination of John Skerbelis to the CSDA Board of Directors. DM 2023-22.

BACKGROUND

California Special District Association (“CSDA”) is receiving nominations for candidates to fill a Board of Director position, specifically Seat C for the Southern Network. This position is becoming available due to the current incumbent’s term expiring. The incumbent is Arlene Schafer, the Board Vice-President of Costa Mesa Sanitary District, who is running for re-election. CSDA is accepting nominations until March 31, 2023.

At the February 16, 2023, Rubidoux Community Services District (“District”) Board of Directors (“Board”) Meeting, staff suggested the Board consider the following actions:

- Deliberate and determine which Director or Directors, if any, are interested in being considered for the CSDA Seat C – Southern Network Board of Directors seat.
- If multiple Directors are interested, select a preferred candidate.
- Direct staff to prepare Resolution for nomination of preferred candidate.

At the conclusion of the staff report, the Directors deliberated and selected their preferred candidate, Vice-President John Skerbelis, to be nominated by the District for the CSDA Seat C Southern Network Board of Director position.

The next step is for the Board to consider adopting Resolution No. 2023-902, a Resolution Concurring in the Nomination of John Skerbelis to the CSDA Board of Directors for Seat C of the Southern Network. If adopted, Resolution No. 2023-902 must accompany the 2023 Board of Directors Nomination Form along with the 2023 CSDA Board Candidate Information Sheet and must be submitted to the CSDA on or before March 31, 2023. Voting will begin June 5, 2023, and end July 14, 2023. The successful candidate will be notified no later than July 18, 2023, with all new CSDA Board Members introduced at the Annual CSDA Conference in Monterey, CA in August 2023.

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

1) Adopt Resolution No. 2023-902, a Resolution Concurring the Nomination of John Skerbelis to the CSDA Board of Directors for Seat C; 2) Authorize the Board President to complete the 2023 the 2023 Board of Directors Nomination Form; 3) Authorize the nominee, Vice-President John Skerbelis, to complete the 2023 CSDA Board Candidate Information Sheet and 4) Direct the District General Manager to submit Resolution No. 2023-902, the completed 2023 Board of Directors Nomination Form, and the completed 2023 CSDA Board Candidate Information Sheet to the CSDA on or before March 31, 2023.

Roll call:

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

Noes – 0

Abstain – 1 (Trowbridge)

Absent – 0

The motion was carried 4-1.

ITEM 12. Consider Proposal to Provide Commercial Driver’s License Class “A” Training to Field Employees. DM 2023-23.

BACKGROUND

Rubidoux Community Services District (“District”) is authorized to employ twenty-six (26) full-time equivalent (“FTE”) employees and two (2) part-time employees. Each employee working within their position has a job description which describes the duties, responsibilities, required qualifications, and reporting relationships of a particular role. Included in the Utility Maintenance Worker and Systems Operator job class series is a requirement for the employee working in the role to obtain a Department of Motor Vehicles Commercial Driver’s License Class “A” designation within their first year of employment. Due to the significant cost and time associated with obtaining a Class “A” designation, District practice has been to coordinate and pay for the necessary driving school and training.

Over the last few years, the District has seen turnover in the Utility Maintenance Worker and Systems Operator job class series mostly due to retirements. Additionally, the Systems Operator job class series added a new FTE beginning fiscal year 2022-2023. Not all the individuals hired by the District to fill those vacant positions had a Class “A” designation and thus made it necessary for the District to facilitate this training.

Proper Class “A” training can last between 3-4 weeks and due to the already limited crew sizes at the District, staff plans to stagger the training amongst the individuals needing it over the remaining of this fiscal year and next to ensure the District has proper coverage and maintains a continuity of operations.

The District received proposals from two vendors who provide the necessary classroom time and behind the wheel training sufficient for a Class “A” designation. They were:

Vendor	Amount	Employees	Total
Jager Trans Inc.	\$ 2,605	4	\$ 10,420
United Truck Driving School	\$ 6,550	4	\$ 26,200

Staff plans to facilitate Class “A” training for four employees this fiscal year. Of the two proposals, Jager Trans Inc. was significantly less and came at a cost savings of approximately \$16,000 to the District. The proposal received from Jager Trans Inc. is attached for reference.

Included in fiscal year 2022-2023 Water Fund Budget is line 29 ‘Employee Education and Training’ for \$28,100 as staff anticipated and built in the cost of this training during preparation of the budget. Through February 2023, staff has utilized approximately \$3,500 of the budgeted \$28,100 leaving \$24,600 in unappropriated monies for the remaining four months of the fiscal year. Utilizing \$10,420 of this amount will leave \$14,180 for the remaining fiscal year, which is sufficient for any remaining employee education and training expenses not yet incurred.

Director Murphy moved and Director Skerbelis seconded the Proposal to Provide Commercial Driver’s License Class “A” Training to Field Employees be moved to the Personnel Committee.

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 13. Directors Comments

Director Murphy adjourned the meeting at 5:19 PM.

5. Consideration to Approve March 17, 2023, Salaries, Expenses and Transfers

RUBIDOUX COMMUNITY SERVICES DISTRICT
MARCH 2, 2023 (BOARD MEETING)
FUND TRANSFER AUTHORIZATION

NET PAYROLL 3/17/23	68,000.00
WIRE TRANSFER: FEDERAL PAYROLL TAXES 3/20/23	27,500.00
WIRE TRANSFER: STATE PAYROLL TAXES 3/20/23	5,500.00
WIRE TRANSFER: TO CREDIT UNION	3,000.00
WIRE TRANSFER: PERS RETIREMENT	18,190.00
WIRE TRANSFER: PERS HEALTH PREMIUMS	-
WIRE TRANSFER: PERS RETIRED HEALTH PREMIUMS AND FEES	-
WIRE TRANSFER: PERS REPLACEMENT BENEFIT	-
WIRE TRANSFER: PERS GASB 68 ADMIN FEE	-
WIRE TRANSFER: PERS ADJ	-
WIRE TRANSFER: SECTION 125	244.00
WIRE TRANSFER: SECTION 457 AND 401(A)	1,802.00

NET PAYROLL 3/31/23	68,000.00
WIRE TRANSFER: FEDERAL PAYROLL TAXES 3/31/23	27,500.00
WIRE TRANSFER: STATE PAYROLL TAXES 3/31/23	5,500.00
WIRE TRANSFER: TO CREDIT UNION	3,000.00
WIRE TRANSFER: PERS RETIREMENT	18,190.00
WIRE TRANSFER: PERS HEALTH PREMIUMS	-
WIRE TRANSFER: PERS RETIRED HEALTH PREMIUMS AND FEES	-
WIRE TRANSFER: PERS REPLACEMENT BENEFIT	-
WIRE TRANSFER: SECTION 125	244.00
WIRE TRANSFER: SECTION 457 AND 401(A)	1,802.00

CHECKING ACCOUNT TRANSFERS FOR ACCOUNTS PAYABLE:

3/17/2023 WATER FUND TO GENERAL FUND-Payables	109,513.00
WATER FUND TO GENERAL FUND-Trash	218,584.75
WATER FUND TO SEWER FUND	138,115.48
 SEWER FUND TO GENERAL FUND-Payables	 157,456.05

INTERFUND TRANSFERS:

3/17/2023 SEWER FUND CHECKING TO LAIF SEWER OP	949.00
SEWER FUND CHECKING TO LAIF SEWER ML	7,051.00
LAIF SEWER OP TO SEWER FUND CHECKING	20,000.00
LAIF WASTEWATER REPLACEMENT TO LAIF SEWER OP	-
GENERAL FUND CHECKING TO LAIF PROP TAX	185.00
GENERAL FUND CHECKING TO LAIF FIRE MITIGATION	815.00
GENERAL FUND PROP TAX TO GENERAL FUND CHECKING	24,000.00
GENERAL FUND CHECKING TO SEWER FUND CHECKING	7,051.00
GENERAL FUND CHECKING TO WATER FUND CHECKING	9,279.00
LAIF PROPERTY TAX TO GENERAL FUND CHECKING	293,000.00
LAIF FIRE MITIGATION TO LAIF PROPERTY TAX	1,580.00
LAIF PROJECT ADMIN BLDG TO LAIF PROPERTY TAX	-
WATER FUND CHECKING TO LAIF-COP PAYBACK	61,100.00
WATER FUND CHECKING TO LAIF-W.R.	8,900.00
WATER FUND CHECKING TO GENERAL FUND CHECKING	-
WATER FUND CHECKING TO LAIF WATER RESERVE	-
WATER FUND CHECKING TO LAIF WATER OP	92,721.00
WATER FUND CHECKING TO LAIF WATER ML	9,279.00

NOTES PAYABLE

<u>DESCRIPTION</u>	<u>BALANCE</u>	<u>PAYMENT</u>	<u>DUE DATE</u>
U.S. Bank Trust (1998 COP's Refunding)	1,345,000 Prin.	625,000	Jun-23
U.S. Bank Trust (1998 COP's Refunding)	103,785 Intr.	50,235	Jun-23
MN Plant-State Revolving Loan	3,470,293 Prin.	137,493	Jul-23
MN Plant-State Revolving Loan	535,862 Intr.	44,605	Jul-23
2022 Obligations	3,585,000 Prin.	323,842	Jul-23
2022 Obligations	571,896 Intr.	54,671	Jul-23

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Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Due Date	Discount Date	Invoice #
PO Number		Immediate GL Account	Immediate GL Account	Check #	Check #	Payment Date	Discount	Discount
GL Date				Credit Card	CC Reference #		Total Invoice	Total Invoice
17	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	02/28/2023	N	N		03/30/2023	02/28/2023	CB32196-0267
	WTR ANALYSES							\$0.00
03/16/2023								\$81.00
18	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	02/28/2023	N	N		03/30/2023	02/28/2023	CB32197-0267
	WTR ANALYSES							\$0.00
03/16/2023								\$80.00
19	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	02/28/2023	N	N		03/30/2023	02/28/2023	CB32198-0267
	WTR ANALYSES							\$0.00
03/16/2023								\$80.00
20	UNDERGROUND SERVICE ALERT / UNDERGROUND :	03/01/2023	N	N		03/31/2023	03/01/2023	22-2303116
	UNDR.SFTY BD							\$0.00
03/16/2023								\$37.82
21	EAGLE / EAGLE ROAD SVC & TIRE	03/01/2023	N	N		03/31/2023	03/01/2023	1-198317
	R&M TRUCK							\$0.00
03/16/2023								\$536.08
22	CARQUEST AUTO PARTS / CARQUEST AUTO PARTS	02/24/2023	N	N		03/26/2023	02/24/2023	7456-513479
	R&M TRUCK							\$0.00
03/16/2023								\$11.94
23	ELROD / ELROD FENCE CO. INC	01/23/2023	N	N		02/22/2023	01/23/2023	18201
	FENCE REPAIR							\$0.00
03/16/2023								\$589.00
24	EVERSOFT / EVERSOFT	03/01/2023	N	N		03/31/2023	03/01/2023	R2338942
	SFTNR RNTL							\$0.00
03/16/2023								\$803.44
25	FERGUSON / FERGUSON ENTERPRISE INC #1350	02/17/2023	N	N		03/19/2023	02/17/2023	0821816
	PARTS							\$0.00
03/16/2023								\$28.49
26	FERGUSON / FERGUSON ENTERPRISE INC #1350	02/22/2023	N	N		03/24/2023	02/22/2023	0822199
	PARTS							\$0.00
03/16/2023								\$1,657.79
27	GRAINGER / GRAINGER	02/23/2023	N	N		03/25/2023	02/23/2023	9619712103
	BOOTS							\$0.00
03/16/2023								\$149.49
28	GRAINGER / GRAINGER	02/24/2023	N	N		03/26/2023	02/24/2023	9621152769
	RUBBER BOOTS							\$0.00
03/16/2023								\$19.50
29	HACH CO. / HACH COMPANY	02/21/2023	N	N		03/23/2023	02/21/2023	13474226
	PH SENSOR							\$0.00
03/16/2023								\$1,949.96
30	HACH CO. / HACH COMPANY	01/25/2023	N	N		02/24/2023	01/25/2023	13437408
	WATER TEST KITS							\$0.00
03/16/2023								\$1,472.84
31	HARPER BURNS LLP / HARPER & BURNS LLP	03/01/2023	N	N		03/31/2023	03/01/2023	030123.A
	FEB.LGL.SVC							\$0.00
03/16/2023								\$3,250.00
32	HARPER BURNS LLP / HARPER & BURNS LLP	03/01/2023	N	N		03/31/2023	03/01/2023	030123.B
	CITY RVDS APPEAL							\$0.00
03/16/2023								\$550.00

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Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Due Date	Discount Date	Invoice #
PO Number		Immediate GL Account	Immediate GL Account	Check #	Check #	Payment Date	Discount	Discount
GL Date				Credit Card	CC Reference #		Total Invoice	Total Invoice
33	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRIAL	02/24/2023	N	N		03/26/2023	02/24/2023	012M3098
	PARTS							\$0.00
03/16/2023				N				\$2,027.59
34	IE ALARM SYSTEMS / IE ALARM SYSTEMS	03/01/2023	N	N		03/31/2023	03/01/2023	230497
	MONITORING SVC							\$0.00
03/16/2023				N				\$123.09
35	KRIEGER & STEWART / KRIEGER & STEWART, INC.	02/24/2023	N	N		03/26/2023	02/24/2023	47955
	WTR CNSLT							\$0.00
03/16/2023				N				\$6,984.75
36	KRIEGER & STEWART / KRIEGER & STEWART, INC.	02/24/2023	N	N		03/26/2023	02/24/2023	47956
	WSTE WTR CNSLT							\$0.00
03/16/2023				N				\$199.00
37	KRIEGER & STEWART / KRIEGER & STEWART, INC.	02/24/2023	N	N		03/26/2023	02/24/2023	47957
	PRETRTMNT							\$0.00
03/16/2023				N				\$7,467.50
38	KRIEGER & STEWART / KRIEGER & STEWART, INC.	02/24/2023	N	N		03/26/2023	02/24/2023	47958
	AGUA/COMM PK 37528							\$0.00
03/16/2023				N				\$3,953.85
39	KRIEGER & STEWART / KRIEGER & STEWART, INC.	02/24/2023	N	N		03/26/2023	02/24/2023	47959
	EMRLD RDGE 36947							\$0.00
03/16/2023				N				\$1,256.00
40	KRIEGER & STEWART / KRIEGER & STEWART, INC.	02/24/2023	N	N		03/26/2023	02/24/2023	47960
	AGUA/COMM PARK37528							\$0.00
03/16/2023				N				\$10,299.72
41	KRIEGER & STEWART / KRIEGER & STEWART, INC.	02/24/2023	N	N		03/26/2023	02/24/2023	47961
	EMRLD RDGE 37640							\$0.00
03/16/2023				N				\$3,267.00
42	KRIEGER & STEWART / KRIEGER & STEWART, INC.	02/24/2023	N	N		03/26/2023	02/24/2023	47962
	CATERPILLAR CT 22503							\$0.00
03/16/2023				N				\$439.00
43	KRIEGER & STEWART / KRIEGER & STEWART, INC.	02/24/2023	N	N		03/26/2023	02/24/2023	47963
	WTR CNSLT							\$0.00
03/16/2023				N				\$7,038.40
44	KRIEGER & STEWART / KRIEGER & STEWART, INC.	02/24/2023	N	N		03/26/2023	02/24/2023	47964
	VLV TRNG							\$0.00
03/16/2023				N				\$671.50
45	MASTER'S / MASTER'S SERVICES (GLACIER)	03/01/2023	N	N		03/31/2023	03/01/2023	000000681343
	BTL WTR							\$0.00
03/16/2023				N				\$71.50
46	MERIT OIL / MERIT OIL COMPANY	02/22/2023	N	N		03/24/2023	02/22/2023	762147
	GASOLINE							\$0.00
03/16/2023				N				\$1,578.62
47	MERIT OIL / MERIT OIL COMPANY	02/23/2023	N	N		03/25/2023	02/23/2023	762739
	DIESEL							\$0.00
03/16/2023				N				\$375.75
48	OCCUPATIONAL HLTH CNTRS OF CA / OCCUPATIONAL	02/16/2023	N	N		03/18/2023	02/16/2023	78356934
	PHYSCL-STREY FLORES							\$0.00
03/16/2023				N				\$312.00

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PO Number		Immediate GL Account	GL Account	Check #	Check #	Discount Date	Payment Date	Discount
GL Date				Credit Card	CC Reference #			Total Invoice
49	PROFUZION / PROFUZION CERTIFIED WELDING ✓							2669 ✓
WELDING/REPAIR		02/24/2023 ✓	N	N		03/26/2023 ✓	02/24/2023	\$0.00
03/16/2023 ✓				N				\$2,520.00 ✓
50	RIVERSIDE CITY / RIVERSIDE CITY ✓							00269540.A ✓
JAN.23TRTMNT		02/15/2023 ✓	N	N		03/17/2023	02/15/2023	\$0.00
03/16/2023 ✓				N				\$117,283.92 ✓
51	RIVERSIDE CITY / RIVERSIDE CITY ✓							00269540.B ✓
JAN23SRCHG		02/15/2023 ✓	N	N		03/17/2023	02/15/2023	\$0.00
03/16/2023 ✓				N				\$21,406.44 ✓
52	RDO EQUIPMENT / RDO EQUIPMENT CO. ✓							P0697435 ✓
R&M EQUIP		02/28/2023 ✓	N	N		03/30/2023 ✓	02/28/2023	\$0.00
03/16/2023 ✓				N				\$401.95 ✓
53	ACORN / ACORN TECHNOLOGY SERVICE ✓							96620 ✓
MARCH.IT SUPT.		03/01/2023 ✓	N	N		03/21/2023 ✓	03/01/2023	\$0.00
03/16/2023 ✓				N				\$4,080.00 ✓
54	ALADDIN / ALADDIN CLEANING SVC INC ✓							20230301 ✓
MARCH CLNG SVC		03/01/2023 ✓	N	N		03/31/2023 ✓	03/01/2023	\$0.00
03/16/2023 ✓				N				\$1,579.00 ✓
55	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓							CC30118-0267 ✓
WTR ANALYSES		03/02/2023 ✓	N	N		04/01/2023 ✓	03/02/2023	\$0.00
03/16/2023 ✓				N				\$180.00 ✓
56	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓							CC30119-0267 ✓
WTR ANALYSES		03/02/2023 ✓	N	N		04/01/2023 ✓	03/02/2023	\$0.00
03/16/2023 ✓				N				\$36.00 ✓
57	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓							CC30305-0267 ✓
WTR ANALYSES		03/06/2023 ✓	N	N		04/05/2023 ✓	03/06/2023	\$0.00
03/16/2023 ✓				N				\$675.77 ✓
58	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓							CC30308-0267 ✓
WTR ANALYSES		03/06/2023 ✓	N	N		04/05/2023 ✓	03/06/2023	\$0.00
03/16/2023 ✓				N				\$1,500.00 ✓
59	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓							CC30310-0267 ✓
WTR ANALYSES		03/06/2023 ✓	N	N		04/05/2023 ✓	03/06/2023	\$0.00
03/16/2023 ✓				N				\$2,000.00 ✓
60	CORODATA SHREDDING, INC / CORODATA SHREDDII ✓							1382868 ✓
SEPT.22 SHREDDING		09/30/2023 ✓	N	N		10/30/2023 ✓	09/30/2023	\$0.00
03/16/2023 ✓				N				\$34.00 ✓
61	CORODATA SHREDDING, INC / CORODATA SHREDDII ✓							1387027 ✓
OCT.22SHREDDING		10/31/2023 ✓	N	N		11/30/2023 ✓	10/31/2023	\$0.00
03/16/2023 ✓				N				\$34.00 ✓
62	DURNEY DON / DURNEY, DON ✓							20230306 ✓
GRDNG/WEED ABATE		03/06/2023 ✓	N	N		04/05/2023 ✓	03/06/2023	\$0.00
03/16/2023 ✓				N				\$1,180.00 ✓
63	STREAMLINE_DIGITAL / STREAMLINE ✓							B89E97D4-0028 ✓
MARCH WEBSITE		03/01/2023 ✓	N	N		03/31/2023 ✓	03/01/2023	\$0.00
03/16/2023 ✓				N				\$400.00 ✓
64	SCE / SCE ✓							23F700456862263.A ✓
WTR PMP ENRGY		02/24/2023 ✓	N	N		03/16/2023	02/24/2023	\$0.00
03/16/2023 ✓				N				\$23,057.33 ✓

\$138,690.36

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GL Date				Credit Card	CC Reference #			Total Invoice
65	SCE / SCE ✓							23F700456862263 B ✓
NO3 PH PMP ENRGY		02/24/2023 ✓	✓	N		03/16/2023 ✓	02/24/2023	\$0.00
03/16/2023 ✓								\$12,589.09 ✓
66	SCE / SCE ✓							23F700456862263 C ✓
FIELD OFC UTLTY		02/24/2023 ✓	✓	N		03/16/2023 ✓	02/24/2023	\$0.00
03/16/2023 ✓								\$180.55 ✓
67	SCE / SCE ✓							23M600000522796 ✓
STRT LIGHTS		03/03/2023 ✓	✓	N		04/02/2023 ✓	03/03/2023	\$0.00
03/16/2023 ✓								\$14,765.20 ✓
68	SCG / THE GAS COMPANY ✓							23M17882256005 ✓
MAIN OFC UTLTY		03/07/2023 ✓	✓	N		03/27/2023 ✓	03/07/2023	\$0.00
03/16/2023 ✓								\$355.08 ✓
69	SCG / THE GAS COMPANY ✓							23M12013321489 ✓
5473 OFC UTLTY		03/07/2023 ✓	✓	N		03/27/2023 ✓	03/07/2023	\$0.00
03/16/2023 ✓								\$14.79 ✓
70	SCG / THE GAS COMPANY ✓							23M05925730565 ✓
FIRE STN UTLTY		03/07/2023 ✓	✓	N		03/27/2023 ✓	03/07/2023	\$0.00
03/16/2023 ✓								\$640.96 ✓
71	SCG / THE GAS COMPANY ✓							23M01302181001 ✓
FIELD OFC UTLTY		03/07/2023 ✓	✓	N		03/27/2023 ✓	03/07/2023	\$0.00
03/16/2023 ✓								\$26.30 ✓
72	SOCAL TRUCK / SOCAL TRUCKWORKS ✓							12624 ✓
R&M TRUCK		02/23/2023 ✓	✓	N		03/25/2023 ✓	02/23/2023	\$0.00
03/16/2023 ✓								\$86.00 ✓
73	SOCAL TRUCK / SOCAL TRUCKWORKS ✓							12635 ✓
R&M TRUCK		02/24/2023 ✓	✓	N		03/26/2023 ✓	02/24/2023	\$0.00
03/16/2023 ✓								\$108.88 ✓
74	SOCAL TRUCK / SOCAL TRUCKWORKS ✓							12641 ✓
R&M TRUCK		02/27/2023 ✓	✓	N		03/29/2023 ✓	02/27/2023	\$0.00
03/16/2023 ✓								\$78.93 ✓
75	TOTAL COMP / TOTAL COMPENSATION SYS, INC ✓							20220927 ✓
GASB 75 VALUATION		09/27/2022 ✓	✓	N		10/27/2022 ✓	09/27/2022	\$0.00
03/16/2023 ✓								\$1,665.00 ✓
76	THERMAL COOL / THERMAL-COOL, INC. ✓							WO-0021279 ✓
R&M HVAC		02/17/2023 ✓	✓	N		03/19/2023 ✓	02/17/2023	\$0.00
03/16/2023 ✓								\$943.34 ✓
77	UNDERGROUND SERVICE ALERT / UNDERGROUND ✓							220230560 ✓
DIG ALERT		03/01/2023 ✓	✓	N		03/31/2023 ✓	03/01/2023	\$0.00
03/16/2023 ✓								\$120.25 ✓
78	VULCAN MATERIALS / CALMAT Dba VULCAN MATERI ✓							73557231 ✓
COLD MIX		02/15/2023 ✓	✓	N		03/17/2023 ✓	02/15/2023	\$0.00
03/16/2023 ✓								\$2,263.32 ✓
79	AIRGAS / AIRGAS USA, LLC ✓							9995559042 ✓
TNK RNTL		02/28/2023 ✓	✓	N		03/30/2023 ✓	02/28/2023	\$0.00
03/16/2023 ✓								\$188.51 ✓
80	AT&T / AT&T ✓							000019613086 ✓
PHONE CHGS		03/07/2023 ✓	✓	N		04/06/2023 ✓	03/07/2023	\$0.00
03/16/2023 ✓								\$440.24 ✓

435,826.97

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PO Number		Inv Date	GL Account	Immediate	Check #	Due Date	Discount Date	Discount
GL Date		Immediate	GL Account		Credit Card	CC Reference #	Payment Date	Total Invoice
113	MV ENGINEERING SERVICES, INC / MV ENGINEERING	02/23/2023	N	N		03/25/2023	02/23/2023	2023-04
	ADM.ASSISTANCE							\$0.00
03/16/2023					N			\$3,800.00
114	MV ENGINEERING SERVICES, INC / MV ENGINEERING	02/23/2023	N	N		03/25/2023	02/23/2023	2023-05
	ADM.ASSISTANCE							\$0.00
03/16/2023					N			\$766.00
115	PAYPRO EFT / PAYPRO ADMINISTRATORS	03/02/2023	N	N		03/17/2023	03/02/2023	82206
	ADMIN FEE							\$0.00
03/16/2023					N			\$480.00
116	SCE / SCE	03/07/2023	N	N		03/27/2023	03/07/2023	23M700040982544
	MAIN OFFICE							\$0.00
03/16/2023					N			\$1,075.27
117	SCE / SCE	03/07/2023	N	N		03/27/2023	03/07/2023	23M700617778997
	FIRE STN UTLITY							\$0.00
03/16/2023					N			\$1,533.82
118	MERIT OIL / MERIT OIL COMPANY	03/01/2023	N	N		03/16/2023	03/01/2023	763487
	GASOLINE							\$0.00
03/16/2023					N			\$1,346.89
119	WATER RESOURCES / WATER RESOURCES ECONOM	03/01/2023	N	N		03/31/2023	03/01/2023	0000180
	COST OF SVCS ASST							\$0.00
03/16/2023					N			\$225.00
120	WESTERN MUNICIPAL WATER / WESTERN MUNICIPAL	03/06/2023	N	N		04/05/2023	03/06/2023	IN14543
	JANUARY 23'BRINE							\$0.00
03/16/2023					N			\$152.97
121	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC	03/08/2023	N	N		04/07/2023	03/08/2023	0223-030823.A
	COMM TRSH							\$0.00
03/16/2023					N			\$58,445.58
122	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC	03/08/2023	N	N		04/07/2023	03/08/2023	0223-030823.B
	RES TRSH							\$0.00
03/16/2023					N			\$160,139.17
123	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC	03/08/2023	N	N		04/07/2023	03/08/2023	0223-030823.C
	RCSD SHR COMM							\$0.00
03/16/2023					N			(\$7,597.93)
124	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC	03/08/2023	N	N		04/07/2023	03/08/2023	0223-030823.D
	RCSD SHR RES							\$0.00
03/16/2023					N			(\$4,222.96)
125	CORODATA SHREDDING, INC / CORODATA SHREDDING	02/28/2023	N	N		03/30/2023	02/28/2023	DN1403592
	FEB 23" SHREDDING							\$0.00
03/16/2023					N			\$34.00
126	ULINE / ULINE	02/23/2023	N	N		03/25/2023	02/23/2023	160394718
	SPILL KITS							\$0.00
03/16/2023					N			\$3,760.78
127	SWRCB ACCOUNTING OFFICE / SWRCB - ACCOUNTING	12/08/2023	N	N		01/07/2023	12/08/2023	WD-0218048
	PERMIT							\$0.00
03/16/2023					N			\$794.00

4206,763.86

Grand Totals

Total Direct Expense:	\$540,376.20
Total Direct Expense Adj:	(\$11,820.89)
Total Non-Electronic Transactions:	\$528,555.31

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PO Number					Check #			Discount
GL Date		Immediate GL Account			Credit Card	CC Reference #	Payment Date	Total Invoice

Report Summary

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

\$ 11,820.89	\$ 528,555.31
11,820.89 Tri-Lo	537,120.65
<u>0.00</u>	8,565.37

PP
3/3/03

}	255.00	Union
	792.44	VSP
	2,878.43	Standard
	2,573.08	SDR MA
	2,066.42	Colonial
	<hr/>	
	8,565.37	
	<hr/>	
	0.00	

6. Public Comment – This is the time for Members of The Public to Address the Board on any Non-Agenda matter

7. Correspondence and Related Information:

8. Manager's Report (Second Meeting each Month):

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

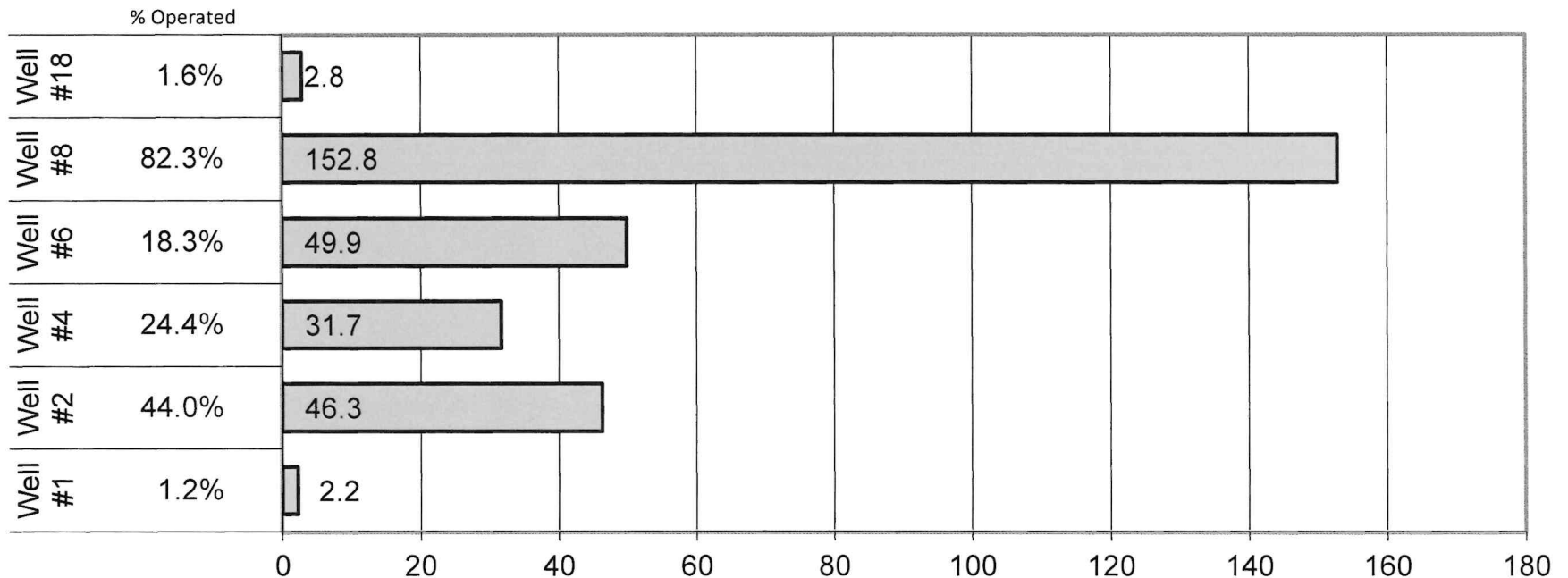
Water and Wastewater Production Comparison

Date	TOTAL WELL PRODUCTION in Million Gallons					Consumption to JURUPA C.S.D.	WASTEWATER FLOW TO RIVERSIDE
	Purchased	Potable Wells	Potable Total	Non-Potable Wells	Non-Potable Total	(Million Gallons)	(Million Gallons)
2/1/2023	0.00	3.33	3.33	0.31	3.64	0.00	1.70
2/2/2023	0.00	3.38	3.38	0.00	3.38	0.00	1.67
2/3/2023	0.00	3.38	3.38	0.40	3.78	0.00	1.59
2/4/2023	0.00	3.45	3.45	0.00	3.45	0.00	1.67
2/5/2023	0.00	3.11	3.11	0.00	3.12	0.00	1.71
2/6/2023	0.00	3.38	3.38	0.43	3.81	0.00	1.66
2/7/2023	0.00	3.73	3.73	0.00	3.73	0.00	1.64
2/8/2023	0.00	3.43	3.43	0.40	3.83	0.00	1.64
2/9/2023	0.00	4.22	4.22	0.40	4.62	0.00	1.63
2/10/2023	0.00	3.94	3.94	0.30	4.24	0.00	1.57
2/11/2023	0.00	4.02	4.02	0.00	4.02	0.00	1.64
2/12/2023	0.00	4.95	4.95	0.43	5.39	0.00	1.65
2/13/2023	0.00	2.85	2.85	0.00	2.85	0.00	1.68
2/14/2023	0.00	3.20	3.20	0.00	3.20	0.00	1.63
2/15/2023	0.00	2.75	2.75	0.00	2.75	0.00	1.64
2/16/2023	0.00	4.88	4.88	0.40	5.27	0.00	1.64
2/17/2023	0.00	3.22	3.22	0.29	3.51	0.00	1.58
2/18/2023	0.00	3.20	3.20	0.05	3.25	0.00	1.63
2/19/2023	0.00	3.30	3.30	0.37	3.67	0.00	1.65
2/20/2023	0.00	3.51	3.51	0.10	3.62	0.00	1.76
2/21/2023	0.00	3.36	3.36	0.00	3.36	0.00	1.64
2/22/2023	0.00	2.53	2.53	0.00	2.53	0.00	1.63
2/23/2023	0.00	3.28	3.28	0.00	3.28	0.00	1.64
2/24/2023	0.00	2.65	2.65	0.00	2.65	0.00	1.57
2/25/2023	0.00	2.97	2.97	0.00	2.98	0.00	2.02
2/26/2023	0.00	2.43	2.43	0.00	2.43	0.00	1.77
2/27/2023	0.00	1.90	1.90	0.00	1.90	0.00	1.67
2/28/2023	0.00	2.74	2.74	0.00	2.74	0.00	1.70
MINIMUM	0.00	1.90	1.90	0.00	1.90	0.00	1.57
AVERAGE	0.00	3.32	3.32	0.14	3.46	0.00	1.66
MAXIMUM	0.00	4.95	4.95	0.43	5.39	0.00	2.02
TOTAL	0.00	93.08	93.08	3.89	96.97	0.00	46.61

RUBIDOUX COMMUNITY SERVICES DISTRICT
MONTHLY WELL PRODUCTION
(Million Gallons)

DATE	POTABLE WATER							NONPOTABLE WATER					TOTALS		TOTAL PROD. (MG)
	JURUPA TIE-IN (MG)	GAC Plt TROYER Well #2 (MG)	Nitrate Removal Plt FLEETWOOD Well #4 (MG)	SKOTTY Well #6 (MG)	Thompson WTF			28th ST. Well #3 (MG)	DALY Well #7 (MG)	CLEMENT Well #11 (MG)	46th ST. Well #14 (MG)	Mission Wells #19 & #20 (MG)	POTABLE (MG)	NON POTABLE (MG)	
2/1/2023	0.00	0.48	0.37	0.65	0.00	1.74	0.08	0.00	0.00	0.31	0.00	0.00	3.33	0.31	3.64
2/2/2023	0.00	0.57	0.34	0.61	0.00	1.86	0.00	0.00	0.00	0.00	0.00	0.00	3.38	0.00	3.38
2/3/2023	0.00	0.61	0.27	0.49	0.00	2.00	0.00	0.00	0.00	0.40	0.00	0.00	3.38	0.40	3.78
2/4/2023	0.00	0.58	0.35	0.63	0.00	1.89	0.00	0.00	0.00	0.00	0.00	0.00	3.45	0.00	3.45
2/5/2023	0.00	0.52	0.30	0.55	0.00	1.74	0.00	0.00	0.00	0.00	0.00	0.00	3.11	0.00	3.12
2/6/2023	0.00	0.48	0.31	0.55	0.00	2.03	0.00	0.00	0.00	0.43	0.00	0.00	3.38	0.43	3.81
2/7/2023	0.00	0.57	0.52	0.92	0.00	1.72	0.00	0.00	0.00	0.00	0.00	0.00	3.73	0.00	3.73
Subtotal	0.00	3.81	2.47	4.40	0.00	12.99	0.08	0.00	0.00	1.14	0.00	0.01	23.75	1.15	24.90
2/8/2023	0.00	0.59	0.30	0.53	0.06	1.94	0.00	0.00	0.00	0.40	0.00	0.00	3.43	0.40	3.83
2/9/2023	0.00	0.61	0.24	0.35	0.54	1.81	0.67	0.00	0.00	0.40	0.00	0.00	4.22	0.40	4.62
2/10/2023	0.00	0.49	0.60	1.14	0.00	1.71	0.00	0.00	0.00	0.30	0.00	0.00	3.94	0.30	4.24
2/11/2023	0.00	0.59	1.27	0.31	0.00	1.86	0.00	0.00	0.00	0.00	0.00	0.00	4.02	0.00	4.02
2/12/2023	0.00	0.59	0.89	1.59	0.00	1.88	0.00	0.00	0.00	0.43	0.00	0.00	4.95	0.43	5.39
2/13/2023	0.00	0.69	0.06	0.08	0.00	2.03	0.00	0.00	0.00	0.00	0.00	0.00	2.85	0.00	2.85
2/14/2023	0.00	0.56	0.23	0.41	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	3.20	0.00	3.20
Subtotal	0.00	4.11	3.59	4.40	0.60	13.22	0.67	0.00	0.00	1.53	0.00	0.00	26.61	1.53	28.14
2/15/2023	0.00	0.44	0.28	0.51	0.00	1.52	0.00	0.00	0.00	0.00	0.00	0.00	2.75	0.00	2.75
2/16/2023	0.00	0.68	0.68	1.20	0.12	2.01	0.17	0.00	0.00	0.40	0.00	0.00	4.88	0.40	5.27
2/17/2023	0.00	0.52	0.28	0.50	0.00	1.92	0.00	0.00	0.00	0.29	0.00	0.00	3.22	0.29	3.51
2/18/2023	0.00	0.56	0.32	0.58	0.00	1.74	0.00	0.00	0.00	0.05	0.00	0.00	3.20	0.05	3.25
2/19/2023	0.00	0.59	0.24	0.42	0.00	2.06	0.00	0.00	0.00	0.37	0.00	0.00	3.30	0.37	3.67
2/20/2023	0.00	0.57	0.40	0.71	0.00	1.85	0.00	0.00	0.00	0.10	0.00	0.00	3.51	0.10	3.62
2/21/2023	0.00	0.56	0.40	0.73	0.00	1.68	0.00	0.00	0.00	0.00	0.00	0.00	3.36	0.00	3.36
Subtotal	0.00	3.91	2.60	4.63	0.12	12.78	0.17	0.00	0.00	1.20	0.00	0.00	24.22	1.20	25.42
2/22/2023	0.00	0.56	0.04	0.07	0.00	1.87	0.00	0.00	0.00	0.00	0.00	0.00	2.53	0.00	2.53
2/23/2023	0.00	0.56	0.34	0.47	0.00	1.91	0.00	0.00	0.00	0.00	0.00	0.00	3.28	0.00	3.28
2/24/2023	0.00	0.54	0.12	0.24	0.00	1.76	0.00	0.00	0.00	0.00	0.00	0.00	2.65	0.00	2.65
2/25/2023	0.00	0.00	1.05	1.86	0.00	0.07	0.00	0.00	0.00	0.00	0.00	0.00	2.97	0.00	2.98
2/26/2023	0.00	0.53	0.01	0.03	0.00	1.87	0.00	0.00	0.00	0.00	0.00	0.00	2.43	0.00	2.43
2/27/2023	0.00	0.40	0.07	0.11	0.00	1.32	0.00	0.00	0.00	0.00	0.00	0.00	1.90	0.00	1.90
2/28/2023	0.00	0.66	0.03	0.05	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	2.74	0.00	2.74
Subtotal	0.00	3.24	1.66	2.82	0.00	10.79	0.00	0.00	0.00	0.00	0.00	0.00	18.51	0.00	18.51
TOTAL	0.000	15.074	10.317	16.253	0.727	49.778	0.928	0.000	0.000	3.872	0.000	0.016	93.077	3.888	96.965

TOTAL WATER PRODUCED w/ % Operated February 2023

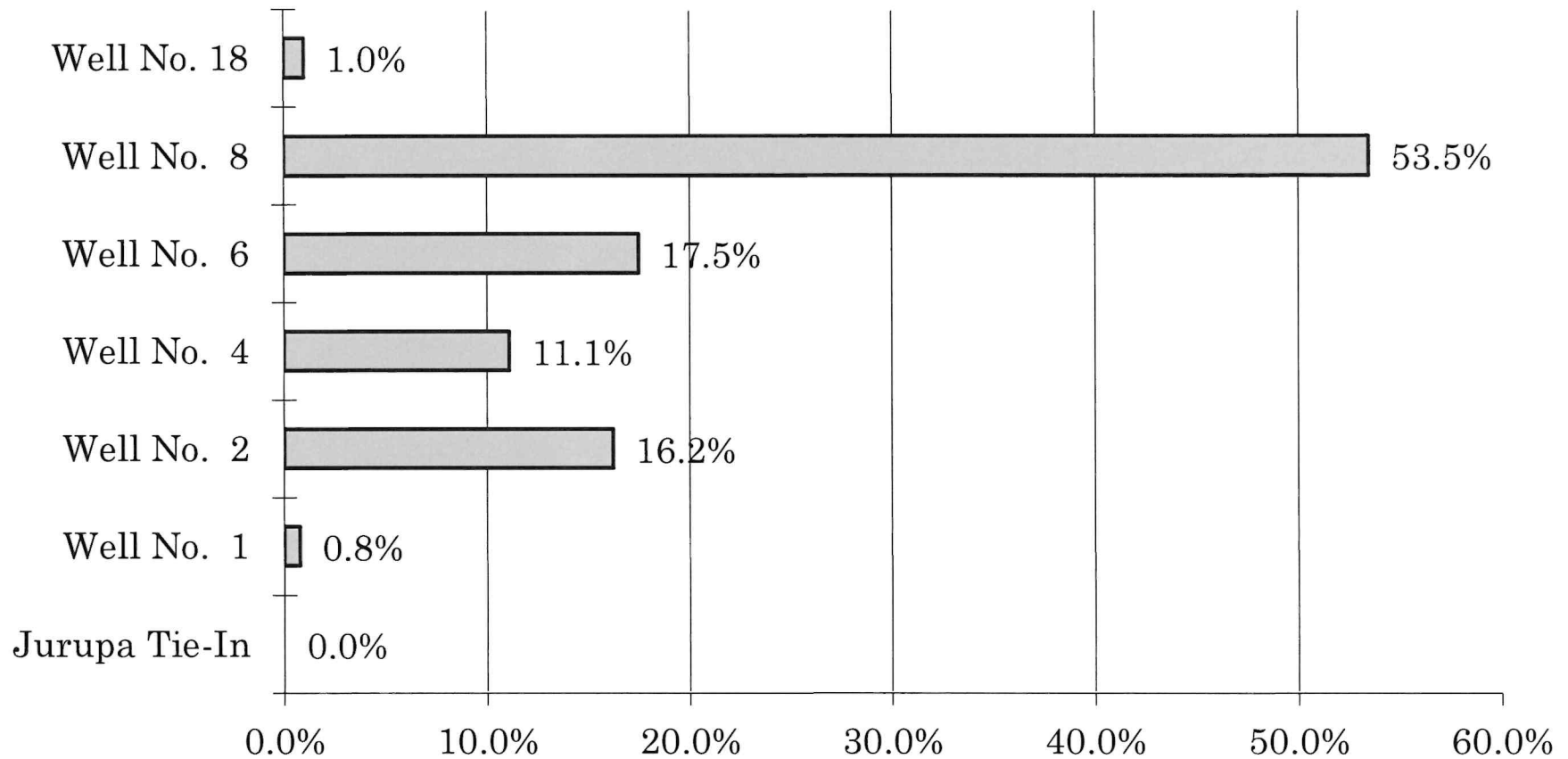


Max Production **1058.0 AF**
 Monthly Production **299.8 AF**
 Reserve Production **871.6 AF**

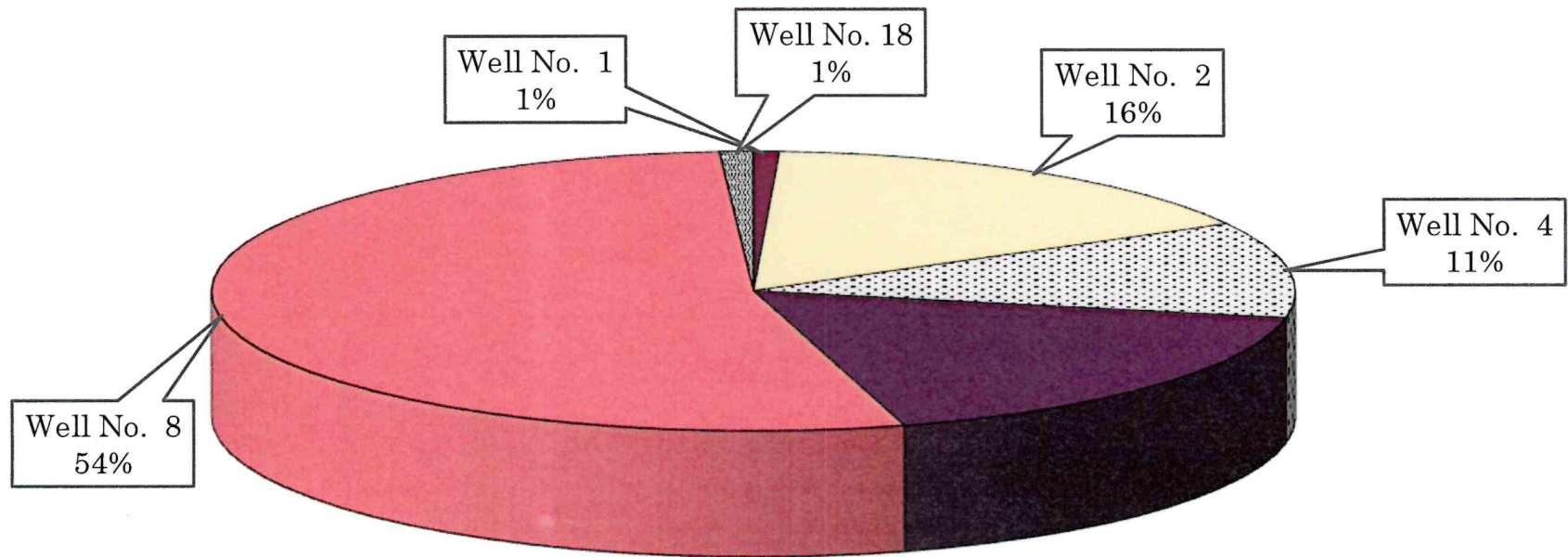
ACRE FEET

1 Acre Foot = 43,560 Cubic Feet = 325,829 Gallons

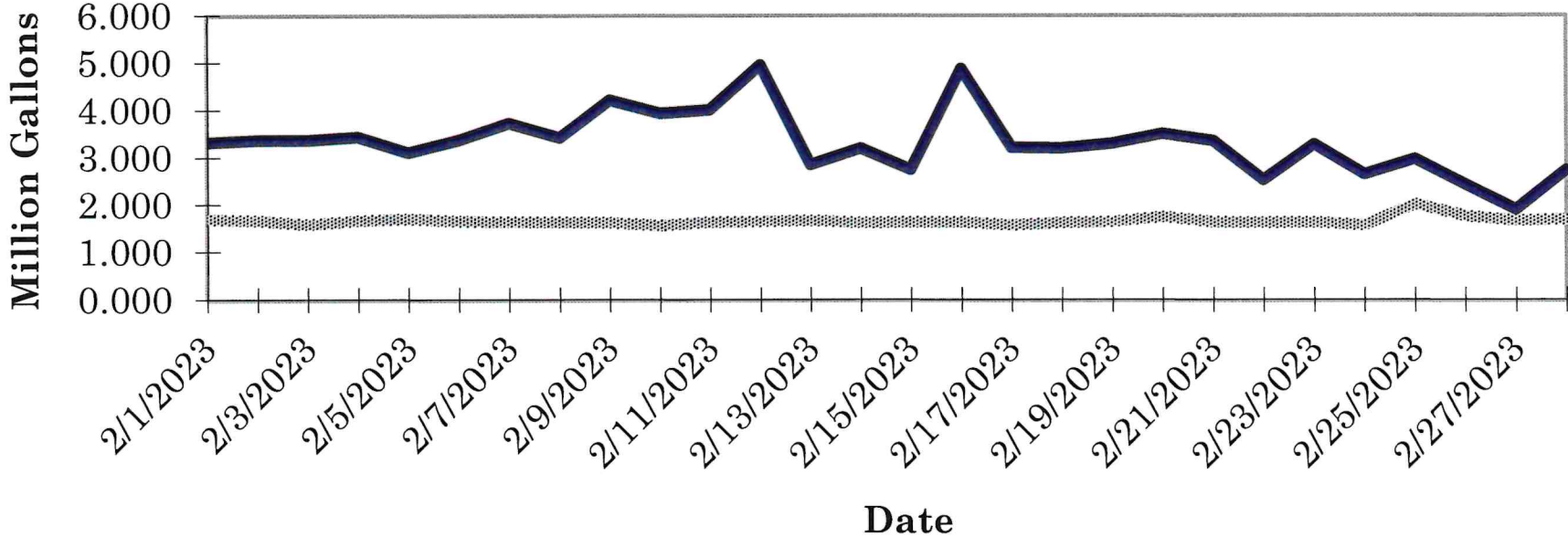
Source Potable Production Comparison February 2023



Source Potable Production Comparison February 2023

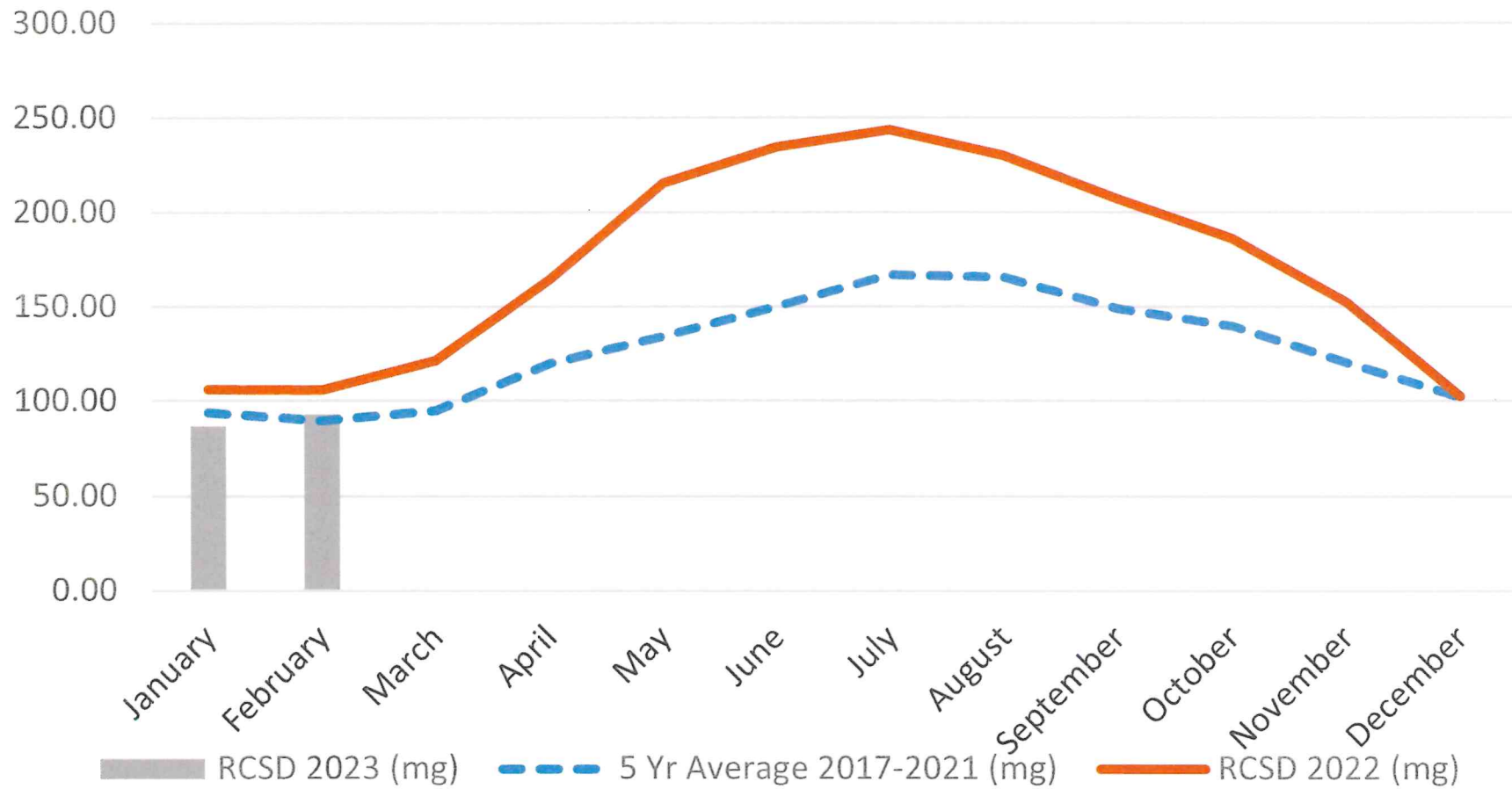


Potable Water & Wastewater Comparison February 2023



— Potable Water Prod. Wastewater Prod

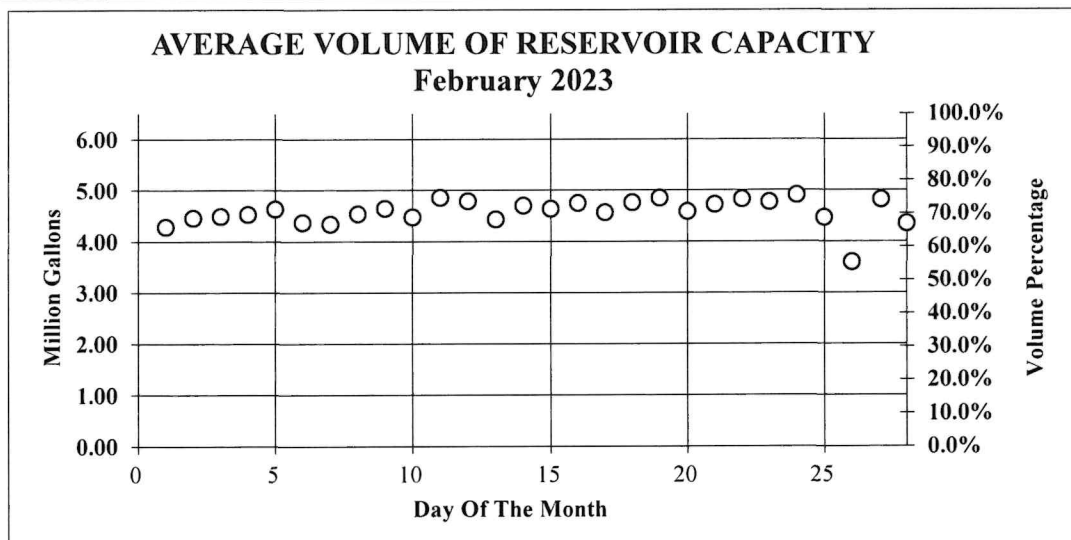
Potable Water Production Year 2023



RUBIDOUX COMMUNITY SERVICES DISTRICT

Reservoir Capacity Report

CAPACITY	ATKINSON SYSTEM		HUNTER SYSTEM		WATER AVAILABLE (Gallons)*	PERCENTAGE OF TOTAL CAPACITY
	2,000,000	3,000,000	425,000	1,000,000		
DATE	ATKINSON	WATSON	HUNTER I	PERRONE		
2/1/2023	64.0	62.3	82.1	78.5	4,284,858	66.7%
2/2/2023	67.5	65.5	82.2	79.8	4,462,232	69.5%
2/3/2023	69.8	66.9	78.7	75.6	4,491,444	69.9%
2/4/2023	70.1	67.3	80.0	76.4	4,526,053	70.4%
2/5/2023	72.6	68.7	81.0	77.7	4,634,156	72.1%
2/6/2023	64.9	63.8	81.8	80.6	4,366,966	68.0%
2/7/2023	66.0	64.1	79.2	75.6	4,336,529	67.5%
2/8/2023	69.6	66.7	82.1	79.5	4,535,141	70.6%
2/9/2023	72.1	68.7	81.0	79.4	4,640,246	72.2%
2/10/2023	69.8	67.0	77.6	74.0	4,475,015	69.7%
2/11/2023	75.9	72.7	82.9	80.3	4,853,902	75.5%
2/12/2023	77.6	70.7	79.2	77.7	4,785,006	74.5%
2/13/2023	70.2	64.3	78.4	76.2	4,427,105	68.9%
2/14/2023	73.5	69.8	81.8	78.7	4,698,305	73.1%
2/15/2023	71.8	68.8	82.0	78.3	4,632,942	72.1%
2/16/2023	74.8	70.5	81.0	79.1	4,748,386	73.9%
2/17/2023	70.1	68.8	79.8	75.8	4,563,226	71.0%
2/18/2023	75.5	71.4	80.3	76.5	4,758,252	74.1%
2/19/2023	77.1	72.6	81.4	77.8	4,844,105	75.4%
2/20/2023	70.5	67.8	82.0	79.6	4,587,089	71.4%
2/21/2023	73.6	70.5	81.5	78.8	4,721,472	73.5%
2/22/2023	77.0	72.4	80.9	77.1	4,826,315	75.1%
2/23/2023	75.2	71.2	82.4	77.9	4,770,186	74.2%
2/25/2023	68.8	65.7	82.0	76.7	4,462,347	69.5%
2/26/2023	46.2	51.6	82.1	77.1	3,590,765	55.9%
2/27/2023	76.6	71.9	82.5	77.6	4,815,733	75.0%
2/28/2023	65.8	63.5	82.6	77.6	4,346,984	67.7%



* The total capacity of all District reservoirs is 6,425,000 gallons.



Riverside County Fire Department
 Office of the Fire Marshal
 Rubidoux Community Services District
 3590 Rubidoux Blvd
 Rubidoux, CA 92509
 Bus (951) 684-7580



Monthly Activity Report February 2023

<i>Activity</i>	<i>Total</i>
Total Number of Plan Reviews Completed	0
Plan Review Turnaround Time <i>(Goal is 15 Days)</i>	0
Total Number of Construction Inspections Conducted	1
Inspection Turnaround Time <i>(Goal is within 3 Days of Contact)</i>	0
Total Number of Annual Fire Inspections Conducted <i>(Including Reinspections)</i>	20
Number of Weed Abatement Inspections Performed	0
Planning & Development Meetings Attended	0
Planning & Development Cases Reviewed	0
Special Event Meetings	0
Special Event Inspections	0

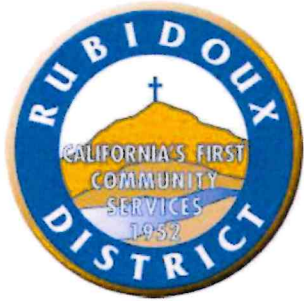
CAL FIRE/Riverside County Fire Department

Emergency Incident Statistics

February 2014 - February 2023



Rubidoux Community Service District



Total Calls for Rubidoux CSD February 2014-2023



<u>Month/Year</u>	<u>Total Calls for Station 38</u>	<u>Total Calls for District</u>
February 2014	203	218
February 2015	223	235
February 2016	242	248
February 2017	224	234
February 2018	215	235
February 2019	204	217
February 2020	250	267
February 2021	211	222
February 2022	213	221
February 2023	256	272

CAL FIRE/Riverside County Fire Department

Emergency Incident Statistics



Bill Weiser

Fire Chief

3/1/2023

Report Provided By: Riverside County Fire Department

Communications and Technology Division

GIS Section

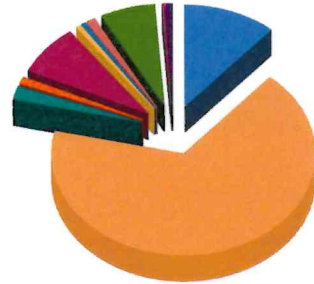
Please refer to Map and Incident by Battalion, Station, Jurisdiction

Incidents Reported for the month of February 2023 and Special District Rubidoux CSD And Both (Code 2, Alpha, Omega, Code 3, Charlie, Delta, Bravo, Echo)

*Incidents are shown based on the primary response area for the incident location. This does not represent total response times for all units only the first unit in.

Response Activity

Incidents Reported for the month of February 2023 and Special District Rubidoux CSD And Both (Code 2, Alpha, Omega, Code 3, Charlie, Delta, Bravo, Echo)



False Alarm	31	11.4%
Medical	183	67.3%
Other Fire	6	2.2%
Other Misc	3	1.1%
Public Service Assist	22	8.1%
Res Fire	1	0.4%
Rescue	2	0.7%
Standby	3	1.1%
Traffic Collision	18	6.6%
Vehicle Fire	1	0.4%
Wildland Fire	2	0.7%
Total:	272	100.0%

False Alarm	31
Medical	183
Other Fire	6
Other Misc	3
Public Service Assist	22
Res Fire	1
Rescue	2
Standby	3
Traffic Collision	18
Vehicle Fire	1
Wildland Fire	2
Incident Total:	272

Average Enroute to Onscene Time*

Enroute Time = When a unit has been acknowledged as responding. Onscene Time = When a unit has been acknowledge as being on scene. For any other statistic outside Enroute to Onscene please contact the IT Help Desk at 951-940-6900

<5 Minutes	+5 Minutes	+10 Minutes	+20 Minutes	Average	% 0 to 5 min
177	92	27	5	5.3	65.1%

*CODE 3 and CODE 2 incidents are included in the total count of incidents and the average Enroute to Onscene Time.

Incidents by Battalion, Station and Jurisdiction

			False Alarm	Medical	Other Fire	Other Misc	Public Service Assist	Res Fire	Rescue	Standby	Traffic Collision	Vehicle Fire	Wildland Fire	Total
Battalion 14	Station 16 Pedley	City of Jurupa Valley	0	2	0	0	1	0	0	0	0	0	0	3
	Station Total		0	2	0	0	1	0	0	0	0	0	0	3
	Station 18 West	City of Jurupa Valley	2	8	0	0	1	0	0	0	2	0	0	13
	Station Total		2	8	0	0	1	0	0	0	2	0	0	13
	Station 38 Rubidoux	City of Jurupa Valley	29	173	6	3	20	1	2	3	16	1	2	256
	Station Total		29	173	6	3	20	1	2	3	16	1	2	256
	Battalion Total		31	183	6	3	22	1	2	3	18	1	2	272
Grand Total			31	183	6	3	22	1	2	3	18	1	2	272

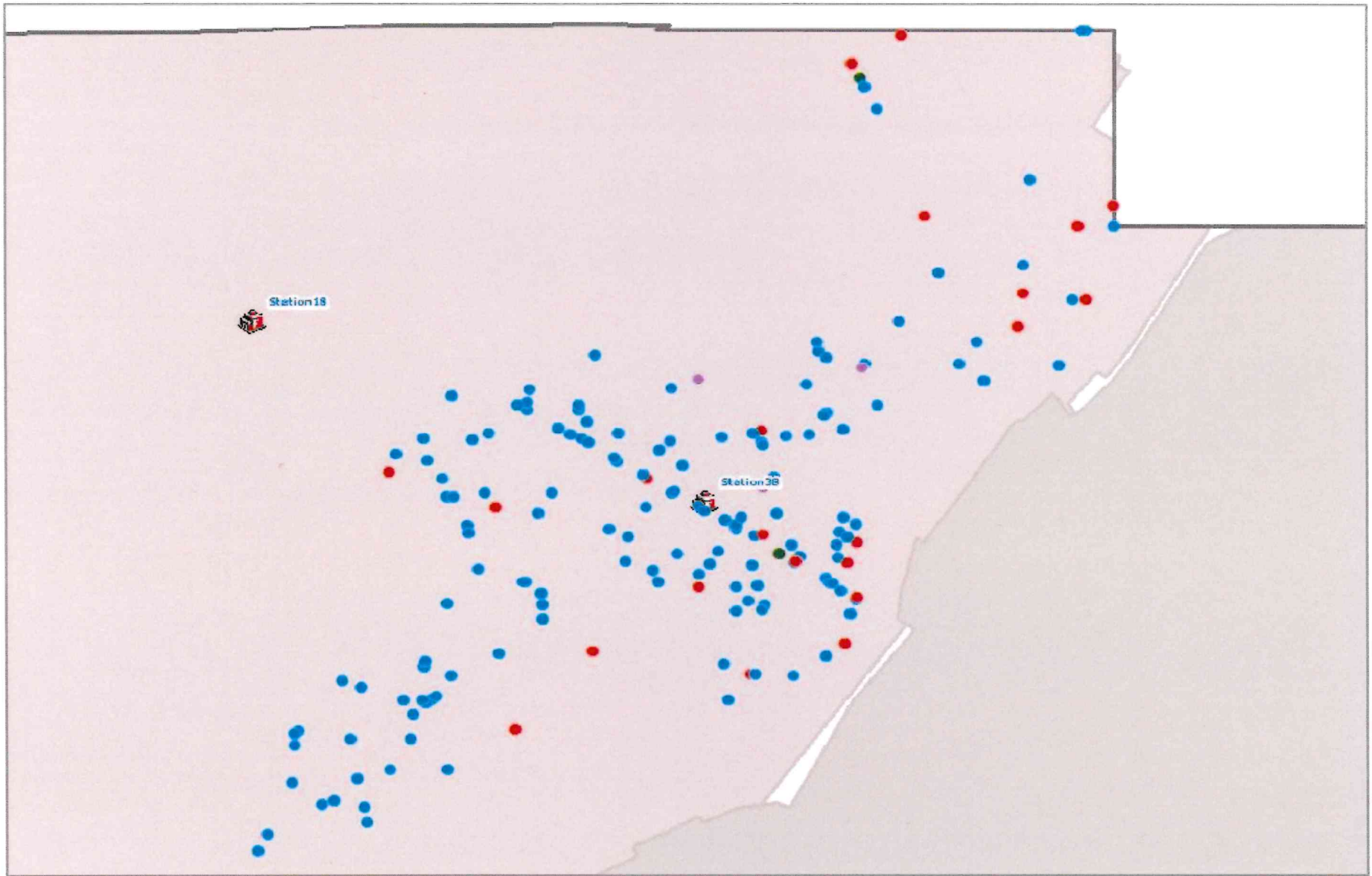
Incidents by Jurisdiction

	False Alarm	Medical	Other Fire	Other Misc	Public Service	Res Fire	Rescue	Standby	Traffic Collision	Vehicle Fire	Wildland Fire	Total
City of Jurupa Valley	31	183	6	3	22	1	2	3	18	1	2	272
Grand Total	31	183	6	3	22	1	2	3	18	1	2	272

Incidents by Supervisorial District - Summary

	DISTRICT 2 KAREN SPIEGEL	Grand Total
False Alarm	31	31
Medical	183	183
Other Fire	6	6
Other Misc	3	3
Public Service Assist	22	22
Res Fire	1	1
Rescue	2	2
Standby	3	3
Traffic Collision	18	18
Vehicle Fire	1	1
Wildland Fire	2	2
Total	272	272

MONTH = 2 and YEAR = 2023 and SPECIAL= 'Rubidoux CSD'



Legend

- | | | | |
|---------|------------|------------------|--------------|
| Fire | Medical | Riverside County | Fire Station |
| Hazard | Other Misc | Reservations | Casinos |
| Haz Mat | PSA | | |



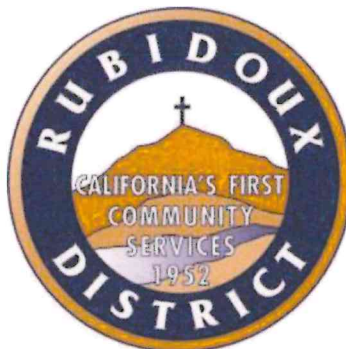
Riverside County Fire GIS

**9. PUBLIC HEARING – Second Reading and Consideration to Adopt
Ordinance No. 2023-133, An Ordinance Establishing Board Member
Stipends: DM 2023-2024**

Rubidoux Community Services District

Board of Directors

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



General Manager

Brian R. Laddusaw

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

DIRECTORS MEMORANDUM 2023-24

March 16, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: **PUBLIC HEARING** – Second Reading and Consideration to Adopt Ordinance No. 2023-133,
An Ordinance Establishing Board Member Stipends

BACKGROUND:

On February 2, 2023, at the regularly scheduled Rubidoux Community Services District (“District”) Board of Director’s (“Board”) meeting, the Board directed staff to prepare draft Ordinance No. 2023-133 and schedule its introduction (First Reading) at the February 16, 2023, regular Board meeting. On February 16, 2023, prior to the First Reading of Ordinance No. 2023-133, the Board motioned and voted to table the First Reading until March 2, 2023. On March 2, 2023, the Board conducted the First Reading of Ordinance No. 2023-133. Subsequent to the First Reading, staff was directed by the Board to continue with the Ordinance adoption schedule, which is as follows:

- March 16, 2023 (**TONIGHT**) – Second Reading, Public Hearing, and Consideration to Adopt Ordinance No. 2023-133
- May 15, 2023 – Effective Date of Ordinance No. 2023-133 (60 days past adoption)

This evening’s Public Hearing for Ordinance No. 2023-133 was posted on the District’s administration office windows, on the District’s website, and noticed in the Press-Enterprise Newspaper (attached).

As of the writing of this Director’s Memorandum, staff has not received any oral or written comments from the public as it pertains to Ordinance No. 2023-133. Additionally, no changes were made to draft Ordinance No. 2023-133 since the First Reading on March 2, 2023.

As a reminder, draft Ordinance No. 2023-133 includes the following adjustments to the Board Member stipends:

1. Adjust the Board member stipend for regular meetings (including special, emergency, advisory, etc.) and committee meetings to the maximum allowed under the current California Water Code.

Regular: From \$155.13/meeting to **\$179.58/meeting**

Committee: From \$63.81/meeting to **\$73.87/meeting**

2. Adjust the Board member stipends automatically, on an annual basis, **commencing July 1, 2024**, to the maximum allowed under the then current California Water Code. For reference, the current California Water Code allows for a maximum 5% annual increase.

If Ordinance No. 2023-133 is adopted at the conclusion of this evening's Public Hearing, the effective date of Ordinance No. 2023-133 would be May 15, 2023. The Board would notice an adjustment to their stipend pay on their June 9, 2023, paycheck, as the Board is paid in arrears.

RECOMMENDATION:

At the conclusion of this evening's Public Hearing, staff recommends the Board of Director's:

1. Consider adoption of Ordinance No. 2023-133, An Ordinance Establishing Board Member Stipends.

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

Attachment(s):

1. Draft Ordinance No. 2023-133, An Ordinance Establishing Board Member Stipends
2. Notice of Public Hearing (Window Posting)
3. Notice of Public Hearing (Press-Enterprise Proof of Publication)

ORDINANCE NO. 2023-133

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE RUBIDOUX
COMMUNITY SERVICES DISTRICT ESTABLISHING BOARD MEMBER STIPENDS**

WHEREAS, members of the Board of Directors of the Rubidoux Community Services District (District), while serving in their capacity as Directors, schedule and allocate time associated with their duties; and,

WHEREAS, Resolution No. 2020-861 presently provides \$155.13 per meeting stipend in attendance for each regular, special, or emergency meeting. Further, Resolution 2020-861 also stipulates Board Members shall receive a \$63.81 meeting stipend in attendance for each committee, ad hoc, and Board workshop meeting provided that such compensation is limited to a maximum not to exceed ten (10) service days per calendar month; and,

WHEREAS, Resolution 2020-861 also includes a \$155.13 per meeting stipend requiring Board President or Board Designee representation to the following organizations; County of Riverside Special District Association, Regional Advisory Committee (RAC) or other associations, groups, organizations or JPA's deemed necessary; and,

WHEREAS, in accordance with Division 10 of the California Water Code and pursuant to Government Code Section 61047, the Rubidoux Community Services District Board of Directors desire to increase the \$155.13 per meeting stipend 5% per annum from the effective date of Resolution 2020-861, May 4, 2020. Calculating the above, such amount equates to \$179.58 per meeting stipend. In addition, the Rubidoux Community Services District Board of Directors desire to increase the \$63.81 per committee meeting stipend 5% per annum from the effective date of Resolution 2020-

861, May 4, 2020. Calculating the above, such amount equates to \$73.87 per committee meeting stipend.

WHEREAS, in accordance with Division 10 of the California Water Code and pursuant to Government Code Section 61047, the Rubidoux Community Services District Board of Directors desire to maintain the maximum service days at ten (10) in any calendar month.

WHEREAS, in accordance with Division 10 of the California Water Code and pursuant to Government Code Section 61047, the Rubidoux Community Services District Board of Directors desire to automatically adjust the per meeting and committee meeting stipend amount to the maximum allowed under the then current California Water Code, effective the beginning of each subsequent fiscal year, commencing July 1, 2024.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE RUBIDOUX COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDAIN AS FOLLOWS:

1. The forgoing Recitals are true and correct.
2. Each Board Member shall receive a stipend of \$179.58 for each regular, special, continued, and emergency meeting at which the Board Member is in attendance.
3. Board President or designee shall be compensated \$179.58 for each RAC meeting, County of Riverside Special District Association annual meeting or other associations, groups, organizations, and JPA's while serving in official capacity as President or Designee.

4. Each Board Member shall receive a stipend of \$73.87 for each Standing Committee, Ad Hoc Committee, and Workshop meetings at which the Board Member is in attendance.
5. Each Board Member is limited to a maximum compensation of ten (10) service days during any calendar month for all aggregate meetings in attendance at the stipend rates stated in Sections 2, 3, and 4 herein.
6. Each Board Member's stipend amount will automatically be increased each fiscal year pursuant to the maximum allowed under the then current California Water Code, commencing July 1, 2024.
7. The adoption of Ordinance No. 2023-133 will supersede and rescind Resolution No. 2020-861 in its entirety.
8. The effective date of this ordinance shall be May 15, 2023.

INTRODUCED on the 2nd day, March 2023, **ADOPTED AND APPROVED** on the 16th day, March 2023, upon the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Bernard Murphy, President
Rubidoux Community Services District

(SEAL)

ATTEST:

Brian R. Laddusaw, General Manager
Rubidoux Community Services District

APPROVED AS TO FORM AND CONTENT:

John R. Harper, District Counsel

Rubidoux Community Services District

Board of Directors

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

General Manager

Brian R. Laddusaw



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

NOTICE OF PUBLIC HEARING OF THE

RUBIDOUX COMMUNITY SERVICES DISTRICT FOR THE ADOPTION OF ORDINANCE NO. 2023-133, AN ORDINANCE ESTABLISHING BOARD MEMBER STIPENDS

Notice is hereby given that the Board of Directors of the Rubidoux Community Services District (District) will conduct a Public Hearing on Thursday, March 16, 2023, at 4:00 PM, during the regular meeting of the Board of Directors. Subject Public Hearing shall be conducted at 3590 Rubidoux Blvd., Jurupa Valley, CA 92509.

The purpose of the Public Hearing is to receive comments (oral and/or written) as they pertain to Draft Ordinance No. 2023-133 which adjusts the RCSD Board of Directors meeting stipend. Subject stipend adjustment shall have an effective date of May 15, 2023.

A draft copy of Ordinance No. 2023-133 is available free to any interested party at the District office or by accessing the draft resolution at the District web site at www.rcsd.org. Any party interested in submitting comments may do so by 4:00 PM, March 16, 2023, at the District Board Meeting at the above address.

BRIAN R. LADDUSAW, CPA
General Manager

Date: March 6, 2023

THE PRESS-ENTERPRISE

1825 Chicago Ave, Suite 100
Riverside, CA 92507
951-684-1200
951-368-9018 FAX

PROOF OF PUBLICATION (2010, 2015.5 C.C.P)

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

03/06/2023

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: March 06, 2023
At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

RUBIDOUX COMM SERV DIST
3590 RUBIDOUX BLVD
RIVERSIDE, CA 92509

Ad Number: 0011589694-01

P.O. Number:

Ad Copy:

NOTICE OF PUBLIC HEARING OF THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR THE ADOPTION OF ORDINANCE NO. 2023-133, AN ORDINANCE ESTABLISHING BOARD MEMBER STIPENDS

Notice is hereby given that the Board of Directors of the Rubidoux Community Services District (District) will conduct a Public Hearing on Thursday, March 16, 2023, at 4:00 PM, during the regular meeting of the Board of Directors. Subject Public Hearing shall be conducted at 3590 Rubidoux Blvd., Jurupa Valley, CA 92509.

The purpose of the Public Hearing is to receive comments (oral and/or written) as they pertain to Draft Ordinance No. 2023-133 which adjusts the RCSD Board of Directors meeting stipend. Subject stipend adjustment shall have an effective date of May 15, 2023.

A draft copy of Ordinance No. 2023-133 is available free to any interested party at the District office or by accessing the draft resolution at the District web site at www.rcsd.org. Any party interested in submitting comments may do so by 4:00 PM, March 16, 2023, at the District Board Meeting at the above address.

BRIAN R. LADDUSAW, CPA
General Manager

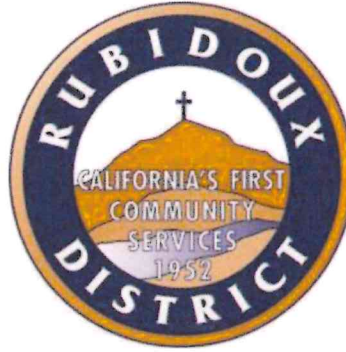
Date: March 6, 2023
Press-Enterprise
Published: 3/6/23

**10. Receive and File Statement of Cash Asset Schedule Report Ending
February 2023: DM 2023-25**

Rubidoux Community Services District

Board of Directors

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



General Manager

Brian R. Laddusaw

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

DIRECTORS MEMORANDUM 2023-25

March 16, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: Receive and File Statement of Cash Asset Schedule Report Ending February 2023

BACKGROUND:

Attached for the Board of Directors' consideration is the February 2023 Statement of Cash Assets Schedule Report for all District Fund Accounts. Year to date ("YTD") interest is \$230,749.55 for District controlled accounts. With respect to District "Funds in Trust", \$9,036.94 has been earned and posted. The District has a combined YTD interest earned total of \$239,786.49 as of February 28, 2023.

The District's Operating Funds (Excluding Restricted Funds and Operating Reserves) show a balance of \$14,178,660.16 ending February 28, 2023. This is **\$5,168,473.91 MORE** than July 1, 2022, beginning balance of \$9,010,186.25.

Further, the District's Field/Admin Fund current fund balance is \$720,684.77.

Submitted for the Board of Directors consideration is the ***February 2023 Statement of Cash Assets Schedule Report*** for review and acceptance.

RECOMMENDATION:

Staff recommends the Board of Directors “**Receive and File**” the February 2023 Statement of Cash Assets Schedule Report.

Respectfully,



BRIAN R. LADDUSAU, CPA
General Manager

Attachment(s): February 2023, Cash Assets Schedule Report

RUBIDOUX COMMUNITY SERVICES DISTRICT
 INVESTMENT SUMMARY - FEBRUARY 28, 2023
 CASH BASIS

	Beg. Balance 7/1/2022	YTD Int.	Other Activity YTD	Balance 2/28/2023	YTD Avg. Int. Rate
Operating Accounts	\$ 9,010,186.25	\$ 79,101.36	\$ 5,089,372.55	\$ 14,178,660.16	0.56%
Water Operating Reserve	4,282,837.74	38,222.26	-	4,321,060.00	0.88%
Wastewater Operating Reserve	584,943.83	5,220.35	-	590,164.18	0.88%
Water Replacement Reserve	758,237.06	7,296.83	118,770.85	884,304.74	0.83%
Fire Mitigation Reserve	1,816,926.78	18,459.34	1,563,017.91	3,398,404.03	0.54%
Wastewater Reserve	569,455.40	12,228.27	1,859,190.60	2,440,874.27	0.50%
Wastewater Replacement Res.	435,235.16	4,209.02	74,824.50	514,268.68	0.82%
Water Reserve	932,478.64	19,804.68	3,054,670.90	4,006,954.22	0.49%
COP Restricted	1,381,199.84	13,080.05	167,067.63	1,561,347.52	0.84%
Field/Admin Reserve	730,719.68	6,500.07	(16,534.98)	720,684.77	0.90%
Grant Restricted Reserve	300,818.36	3,069.19	(250,329.02)	53,558.53	5.73%
Project Admin Building	-	9,125.67	1,095,323.16	1,104,448.83	0.83%
Project Ops Building	-	14,432.46	1,995,230.14	2,009,662.60	0.72%
Funds in Trust	1,152,818.96	9,036.94	(57,596.64)	1,104,259.26	0.82%
Total Investments	\$ 21,955,857.70	\$ 239,786.49	\$ 14,693,007.60	\$ 36,888,651.79	0.65%

\$0.00

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
 FOR PERIOD JULY 1, 2022 THRU FEBRUARY 28, 2023
 CASH BASIS
FIRE MITIGATION

<u>DATE</u>	<u>INSTITUTION</u>	<u>INSTRUMENT</u>	<u>MATURITY</u>	<u>STATUS</u>	<u>PURCHASE / REDEEM</u>	<u>INT. RATE</u>	<u>INTEREST</u>	<u>PAR/ BALANCE</u>	<u>TOTAL</u>
2/1/2023	Premier Bank	CD		Beg. Bal.				170,424.60	
	Premier Bank			Interest	7.24	0.05	-	170,424.60	
	Premier Bank			Redeem	-			170,424.60	
2/28/2023	Premier Bank	CD	4/3/2023	Purchase	-			170,424.60	
2/1/2023	Premier Bank	Checking		Beg. Bal.				8,835.50	
	Premier Bank	Fire Mitigation		Activity	-	0.00	-	8,835.50	
2/28/2023	Premier Bank			End Bal.	-			8,835.50	
2/1/2023	LAIF	Fire Mitigation		Beg. Bal.				3,292,200.51	
	LAIF			Interest		2.62	-	3,292,200.51	
2/28/2023	LAIF			Activity	(94,417.11)			3,197,783.40	
2/1/2023	Premier Bank	Safekeeping		Beg. Bal				21,353.29	
	Premier Bank			Activity	-	-	7.24	21,360.53	
2/28/2023	Premier Bank			End Bal.				21,360.53	\$ 3,398,404.03

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
 FOR PERIOD JULY 1, 2022 THRU FEBRUARY 28, 2023
 CASH BASIS
WASTEWATER CIP FUNDS

<u>DATE</u>	<u>INSTITUTION</u>	<u>INSTRUMENT</u>	<u>MATURITY</u>	<u>STATUS</u>	<u>PURCHASE / REDEEM</u>	<u>INT. RATE</u>	<u>INTEREST</u>	<u>PAR/ BALANCE</u>	<u>TOTAL</u>
2/1/2023	LAIF	Sewer Mainline		Beg. Bal.				2,375,268.93	
	LAIF			Interest		2.62	-	2,375,268.93	
2/28/2023	LAIF			Activity	(6,774.75)			2,368,494.18	
2/1/2023	CBB	Safekeeping		Beg. Bal.				72,380.09	
	CBB			Activity	-	0.05	-	72,380.09	
2/28/2023	CBB			End Bal.				72,380.09	\$ 2,440,874.27

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
FOR PERIOD JULY 1, 2022 THRU FEBRUARY 28, 2023
CASH BASIS
WATER CIP FUNDS

<u>DATE</u>	<u>INSTITUTION</u>	<u>INSTRUMENT</u>	<u>MATURITY</u>	<u>STATUS</u>	<u>PURCHASE / REDEEM</u>	<u>INTEREST RATE</u>	<u>INTEREST</u>	<u>PAR/ BALANCE</u>	<u>TOTAL</u>
2/1/2023	LAIF	Water Mainline		Beg. Bal.				3,755,767.37	
	LAIF			Interest		2.62	-	3,755,767.37	
2/28/2023	LAIF			Activity	-			3,755,767.37	
2/1/2023	Citizens Bus	CD		Beg. Bal.				225,000.00	
	Citizens Bus			Activity	-	0.10	-	225,000.00	
	Citizens Bus			Redeem	-	n/a		225,000.00	
2/28/2023	Citizens Bus	CD	4/8/2023	Purchase	-			225,000.00	
2/1/2023	Premier Bank	Safekeeping		Beg. Bal.				1,670.97	
	Premier Bank			Activity	-		-	1,670.97	
2/28/2023	Premier Bank			End Bal.				1,670.97	
2/1/2023	CBB	Safekeeping		Beg. Bal.				24,515.88	
	CBB			Activity	-	0.05	-	24,515.88	
2/28/2023	CBB			End Bal.				24,515.88	\$ 4,006,954.22

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
 FOR PERIOD JULY 1, 2022 THRU FEBRUARY 28, 2023
 CASH BASIS
OPERATING FUNDS

<u>DATE</u>	<u>INSTITUTION</u>	<u>INSTRUMENT</u>	<u>MATURITY</u>	<u>STATUS</u>	<u>DEPOSIT/ WITHDRAW</u>	<u>INTEREST RATE</u>	<u>INTEREST</u>	<u>PAR/ BALANCE</u>	<u>TOTAL</u>
2/1/2023	Premier Bank	Checking-Gen.		Beg. Bal.				132,420.31	
	Premier Bank			Deposits	2,600,563.29	0.00	-	2,732,983.60	
2/28/2023	Premier Bank			Disbursements	(2,471,348.74)			261,634.86	
2/1/2023	Premier Bank	Checking Property Tax		Beg. Bal.				678,081.00	
	Premier Bank			Deposits	24,155.05	0.00	-	702,236.05	
2/28/2023	Premier Bank			Disbursements	(675,000.00)			27,236.05	
2/1/2023	Premier Bank	Checking-Sewer		Beg. Bal.				3,300.79	
	Premier Bank			Deposits	260,083.10	0.00	-	263,383.89	
2/28/2023	Premier Bank			Disbursements	(259,526.30)			3,857.59	
2/1/2023	Premier Bank	Checking-Water		Beg. Bal.				914,199.36	
	Premier Bank			Deposits	1,164,938.70	0.00	-	2,079,138.06	
2/28/2023	Premier Bank			Disbursements	(1,266,096.97)			813,041.09	

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
 FOR PERIOD JULY 1, 2022 THRU FEBRUARY 28, 2023
 CASH BASIS
OPERATING FUNDS

<u>DATE</u>	<u>INSTITUTION</u>	<u>INSTRUMENT</u>	<u>MATURITY</u>	<u>STATUS</u>	<u>DEPOSIT/ WITHDRAW</u>	<u>INTEREST RATE</u>	<u>INTEREST</u>	<u>PAR/ BALANCE</u>	<u>TOTAL</u>
2/1/2023	Premier Bank	Operations		Beg. Bal				276,342.99	
	Premier Bank	Safekeeping		Deposits	-	0.00	-	276,342.99	
2/28/2023	Premier Bank			Disbursements				276,342.99	
2/1/2023	LAIF	Gen. Fund-Prop Tax		Beg. Bal				8,471,441.83	
	LAIF	Qtrly. Interest		Deposits	556,696.61	2.62	-	9,028,138.44	
2/28/2023	LAIF			Disbursements	(303,000.00)			8,725,138.44	
2/1/2023	LAIF	Water Op.		Beg. Bal				2,624,431.73	
	LAIF	Qtrly. Interest		Deposits	466,979.04	2.62	-	3,091,410.77	
2/28/2023	LAIF			Disbursements	(264,026.00)			2,827,384.77	
2/1/2023	LAIF	Sewer Op.		Beg. Bal				1,321,645.12	
	LAIF	Qtrly. Interest		Deposits	6,774.75	2.62	-	1,328,419.87	
2/28/2023	LAIF			Disbursements	(84,395.50)			1,244,024.37	\$ 14,178,660.16

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
FOR PERIOD JULY 1, 2022 THRU FEBRUARY 28, 2023
CASH BASIS
RESERVED FUNDS

<u>DATE</u>	<u>INSTITUTION</u>	<u>INSTRUMENT</u>	<u>MATURITY</u>	<u>STATUS</u>	<u>DEPOSIT/ WITHDRAW</u>	<u>INTEREST RATE</u>	<u>INTEREST</u>	<u>PAR/ BALANCE</u>	<u>TOTAL</u>
2/1/2023	LAIF	Water Op. Reserve		Beg. Bal				4,321,060.00	
	LAIF	Qtrly. Interest		Deposits	-	2.62	-	4,321,060.00	
2/28/2023	LAIF			Disbursements	-			4,321,060.00	
2/1/2023	LAIF	Water Replacement		Beg. Bal				879,975.89	
	LAIF	Qtrly. Interest		Deposits	4,328.85	2.62	-	884,304.74	
2/28/2023	LAIF			Disbursements	-			884,304.74	
2/1/2023	LAIF	Wastewater Replacement		Beg. Bal.				504,873.18	
	LAIF	Qtrly. Interest		Interest		2.62	-	504,873.18	
2/28/2023	LAIF			Activity	9,395.50			514,268.68	
2/1/2023	LAIF	COP-Payback		Beg. Bal				1,528,641.53	
	LAIF	Qtrly. Interest		Deposits	32,705.99	2.62	-	1,561,347.52	
2/28/2023	LAIF			Disbursements	-			1,561,347.52	
2/1/2023	LAIF	Grant-Water		Beg. Bal				303,503.02	
	LAIF	Qtrly Interest		Deposits	-	2.62	-	303,503.02	
2/28/2023	LAIF			Disbursements	(303,503.02)			-	
2/1/2023	LAIF	Grant-Trash		Beg. Bal				53,558.53	
	LAIF	Qtrly Interest		Deposits	-	2.62	-	53,558.53	
2/28/2023	LAIF			Disbursements	-			53,558.53	
2/1/2023	LAIF	Field/Admin Bldg.		Beg. Bal				711,658.77	
	LAIF	Qtrly Interest		Deposits	9,026.00	2.62	-	720,684.77	
2/28/2023	LAIF			Disbursements	-			720,684.77	

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
 FOR PERIOD JULY 1, 2022 THRU FEBRUARY 28, 2023
 CASH BASIS

2/1/2023	LAIF	Wastewater Op. Reserve	Beg. Bal				590,164.18	
	LAIF	Qtrly. Interest	Deposits	-	2.62	-	590,164.18	
2/28/2023	LAIF		Disbursements	-			590,164.18	
2/1/2023	LAIF	Project Admin Bldg	Beg. Bal				1,106,728.33	
	LAIF	Qtrly. Interest	Deposits	-	2.62	-	1,106,728.33	
2/28/2023	LAIF		Disbursements	(2,279.50)			1,104,448.83	
2/1/2023	LAIF	Project Ops Bldg	Beg. Bal				2,010,173.46	
	LAIF	Qtrly. Interest	Deposits	-	2.62	-	2,010,173.46	
2/28/2023	LAIF		Disbursements	(510.86)			2,009,662.60	\$ 11,759,499.85

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
 FOR PERIOD JULY 1, 2022 THRU FEBRUARY 28, 2023
 CASH BASIS
FUNDS IN TRUST

<u>DATE</u>	<u>INSTITUTION</u>	<u>INSTRUMENT</u>	<u>MATURITY</u>	<u>STATUS</u>	<u>PURCHASE / REDEEM</u>	<u>INTEREST RATE</u>	<u>INTEREST</u>	<u>PAR/ BALANCE</u>	<u>TOTAL</u>
2/1/2023	U.S. Bank	COP's Refunding-Series 1998						737,312.40	
		Install Sale		7,814.80	-	0.17	24.87	737,337.27	
		Reserve-LAIF		729,522.47			0.65	-	737,337.27
2/28/2023								737,337.27	
2/1/2023	Premier Bank	Fiscal Agent-SRL MN Plant		Beg. Bal				366,879.77	
				Deposits	-	0.20	42.22	366,921.99	
2/28/2023				Disbursements	-			366,921.99	\$ 1,104,259.26
TOTAL CASH FUNDS									\$ 36,888,651.79

RCSD PORTFOLIO HOLDINGS REPORT
FEBRUARY 28, 2023

<u>Par \$</u>	<u>Issuer</u>	<u>Maturity</u>	<u>Acquisition Cost</u>	<u>Current Market</u>	<u>Gain/Loss</u>	<u>Yld Mat</u>
AGENCY						
Subtotals			-	-	-	
U.S. TREASURIES						
COMMERCIAL PAPER						
Subtotals			-	-	-	
COLLATERALIZED TIME DEPOSITS						
170,424.60	Premier	4/3/2023	\$ 170,424.60	\$ 170,424.60		0.05
225,000.00	Citizens Business Bank	4/8/2023	225,000.00	225,000.00		0.10
Subtotals			\$ 395,424.60	\$ 395,424.60	-	
CASH EQUIVALENT & MONEY MARKET						
33,878,092.79	LAIF	-	\$33,878,092.79	\$33,878,092.79	-	2.62
36,071.55	CHECK-PPBI-Fire- Prop tax		36,071.55	36,071.55	-	-
396,270.46	SAFEKEEPING		396,270.46	396,270.46	-	-
Subtotals			34,310,434.80	34,310,434.80	-	
GRAND TOTALS			\$34,705,859.40	\$34,705,859.40	-	

RCSD Investment Portfolio
February 28, 2023

Maturity

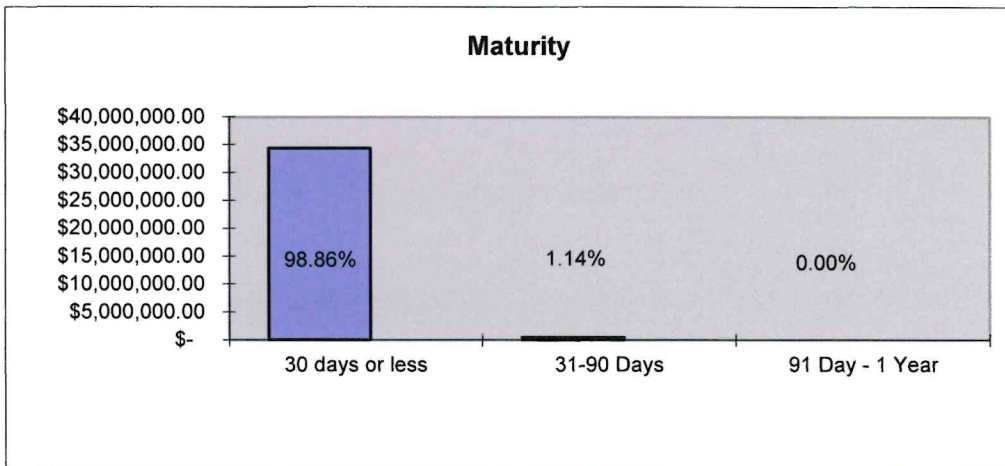
30 days or less
31-90 Days
91 Day - 1 Year

Total

Assets

\$ 34,310,434.80
395,424.60
-

\$ 34,705,859.40



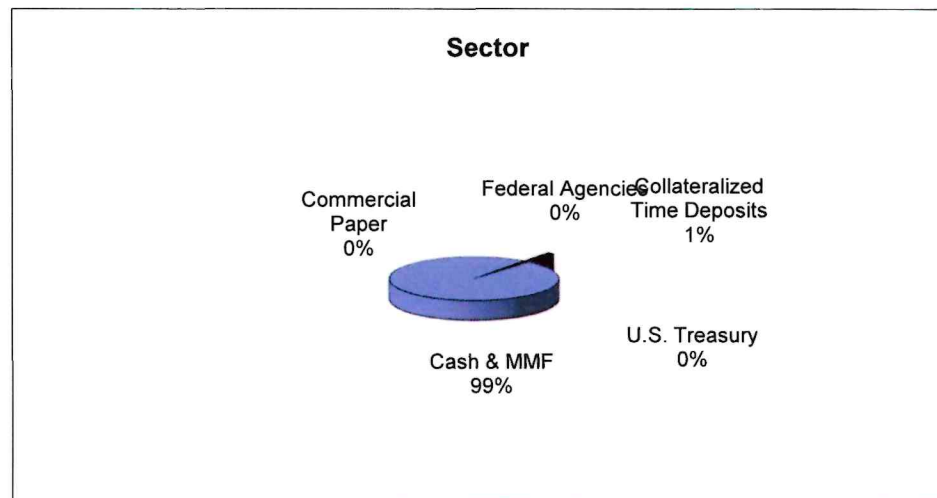
Sector

Cash & MMF
U.S. Treasury
Federal Agencies
Commercial Paper
Collateralized Time Deposits

Total

\$ 34,310,434.80
-
-
-
395,424.60

\$ 34,705,859.40



11. Consider Proposal with Total Compensation Systems, Inc. to Provide Actuarial Valuation Services for the District's Other Post-Employment Benefits Plan: DM 2023-26

Rubidoux Community Services District

Board of Directors

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

General Manager

Brian R. Laddusaw



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

DIRECTORS MEMORANDUM 2023-26

March 16, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Proposal with Total Compensation Systems, Inc. to Provide Actuarial Valuation Services for the District's Other Post-Employment Benefits Plan

BACKGROUND:

Under California Government Code §26909, Rubidoux Community Services District ("District") is required to undergo an audit of its financial statements at the end of each fiscal year. The audit must be conducted by a county auditor or by a Certified Public Accountant ("CPA"). Historically, the District has contracted with a CPA firm to conduct its audits and issue an opinion on its financial statements. In May 2022, the District's Board of Directors ("Board") agreed to a 5-year cost proposal with Rogers, Anderson, Malody, & Scott ("RAMS") to perform the District's audits through FY 2026.

Currently, the District offers its employees participation in a Defined Benefit Pension Plan ("Plan") administered by the California Public Employees' Retirement System ("CalPERS"). CalPERS provides service retirement and disability benefits, annual cost of living adjustments, and death benefits to plan members, who must be public employees and beneficiaries. The District sponsors three plans: two miscellaneous and one safety. Each year, the District's CalPERS plans are valued by an actuary as part of CalPERS annual valuation process. As a result, the valuation will establish, at the end of each fiscal year, total benefits already earned by current and former employees covered by CalPERS. This amount is then compared to total plan assets. Plan assets are established through normal payroll contributions, yearly unfunded liability payments, and from return on investments of already deposited plan assets. Liabilities in excess of plan assets creates an unfunded accrued liability ("UAL"). The UAL is included in the District's financial statements as a liability to the District.

Additionally, the District has established a single-employer Retiree Healthcare Plan otherwise considered an Other Post-Employment Benefit ("OPEB"). This coverage is available for employees who have retired from the District and maintain their health insurance through CalPERS. The District's current contribution cap is \$196

per month per retiree. Similar to the District’s Plans administered through CalPERS, the District’s OPEB plan must be valued by an actuary each fiscal year with the resulting liability included on the District’s financial statements. CalPERS does not perform actuarial services for the District’s OPEB plan. Additionally, the District’s current auditor, RAMS, is disallowed from performing actuarial services on the plan since they already perform the audit work for the District and would give rise to an independence issue. Thus, since 2019, the District has contracted with Total Compensations Systems, Inc. (“Total Comp”) to perform the actuarial work on the District’s OPEB plan.

Under Governmental Accounting Standards Board (“GASB”) 74 and 75, a full valuation is required of the District’s OPEB benefits every other year while a “roll-forward” valuation is allowed in between. The District is required to perform a full valuation for FY 2023. The District received a proposal from Total Comp for a full valuation for FY 2023 and “roll-forward” valuation for FY 2024, which are:

	<u>Full GASB 74/75</u>	<u>GASB 74/75 w/ 10% Discount</u>
Fee for Full Valuation	\$3,700	\$3,330
Roll-forward Valuation for 2 nd Year	\$1,850	\$1,665

Based on the terms of the proposal, the District has the option of a 10% discount on both valuations if the District remits 50% payment upon commencement of the work and the remaining 50% upon issuance of the final report. It’s noted in the proposal, the discount period would expire December 2022. Staff discussed this discount period with Total Comp who agreed to honor it. Historically, the District has followed this payment strategy and taken benefit of the 10% discount offered by Total Plan. Staff recommends the Board accept the proposal from Total Plan for a full valuation for FY 2023 and “roll-forward” valuation for FY 2024.

The costs of the valuation for FY 2023 was mistakenly omitted from the District’s General Fund Budget line 33 ‘Auditors Fees’. Staff recommends the Board consider a budget amendment to the District’s General Fund Budget line 33 ‘Auditors Fees’ in the amount of \$3,330 for the cost of a full valuation. If approved, the District’s General Fund Budget line 33 ‘Auditors Fees’ would adjust to \$35,330. Additionally, if the proposal is approved by the Board, staff will budget for the “roll-forward” valuation cost in FY 2024’s budget.

RECOMMENDATION:

Staff recommends the Board of Directors authorize the General Manager to:

1. Accept the proposal from Total Compensation Systems, Inc. for FY 2023 and 2024 valuation services of the Districts Other Post-Employment Benefits Plan.
2. Sign a Consulting Services Agreement with Total Compensation Systems, Inc. and issue a Task Order in the amount of \$3,330.
3. Amend the FY 2023 General Fund Budget line 33 ‘Auditors Fees’ to \$35,330.

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

Attachment(s):

1. Total Compensation Systems, Inc. – Proposal
2. Consulting Services Agreement

TCS Total Compensation Systems, Inc.

September 27, 2022

Brian Laddusaw
Rubidoux Community Services District
3590 Rubidoux Blvd
Riverside, CA 92509-4525

Dear Brian,

This letter is our proposal for GASB 74/75 actuarial valuation services. The proposal includes a full actuarial valuation as of June 30, 2022 as well as an anticipated roll-forward valuation as of June 30, 2023.

Fees and Our 10% Discount

To confidently schedule existing clients, we provide an incentive for clients who make a commitment in advance of the valuation date. To reserve a place in our schedule, please send the signed contract and non-refundable deposit of one-half of the full valuation fee by December 1, 2022. By reserving a spot, Rubidoux Community Services District is not only guaranteed a valuation slot, but is given priority over every client that didn't reserve one.

We give a 10% discount of the full valuation fee as well as of the subsequent roll-forward valuation fee to those who reserve a spot by December 1, 2022. That means that, to reserve a spot, we must receive the signed contract and a check for \$1,665 – i.e. one-half of 90% of \$3,700 – by December 1, 2022. The following table shows our fees under GASB 74/75:

	<u>Full GASB 74/75</u>	<u>GASB 74/75 w/ 10% Discount</u>
Fee for Full Valuation	\$3,700	\$3,330
Roll-forward Valuation for 2 nd Year	\$1,850	\$1,665

Our fees are generally all-inclusive without additional charges for phone calls, re-work, or additional information. However, because the vast majority of our clients do not require an in-person meeting or a separate funding valuation, we prefer not to bake those costs into our standard fees. We do not charge to present valuation results via telephone or a video call or to provide a recommended funding schedule. In the rare cases where an in-person meeting is necessary, we charge based on travel time (to a maximum of \$4,000). Fees for substantial additional funding work are determined based on the scope of the project.

If you choose *NOT* to reserve a spot, we still hope to work with you on the GASB 74/75 valuation, though it will be at the full fee quoted above.

Second Year Roll-Forward Valuation

As you know, GASB 75 requires a full actuarial valuation at least every two years. Because your last full valuation was performed as of June 30, 2020, you are due for this full valuation as of June 30, 2022. While this proposal does include the subsequent roll-forward valuation that we anticipate performing as of June 30, 2023, we will confirm with you prior to performing that work to ensure circumstances have not changed and that you would still like for us to proceed with the roll-forward valuation.

Timing and Data Requirements

Our records indicate that you will use the results of this June 30, 2022 valuation in your financials for the fiscal year ending June 30, 2023. This means that the valuation process is spread over a longer timeframe since the valuation census data should still be as of June 30, 2022 but asset and audit information will not be available until several months afterwards.

The following timeline shows when the primary data items are expected to be provided.

Data Item	Anticipated Delivery	Responsible Party
Census Data	October-November	Rubidoux Community Services District
Asset Information	October-February	Rubidoux Community Services District
Audit Report/CAFR	January-March	Rubidoux Community Services District
Draft Report	January-May	TCS

Please let us know if you have any questions about the above or generally about retiree health or pension benefits. We would very much appreciate once again having the opportunity to work with Rubidoux Community Services District.

Sincerely,



Geoffrey L. Kischuk
Actuary
gkischuk@totcomp.com

Will Kane
Actuary
wkane@totcomp.com

Luis Murillo
Actuary
lmurillo@totcomp.com

CONSULTING SERVICES AGREEMENT

This Agreement is entered into effective the 28th day of September, 2022 by and between Total Compensation Systems, Inc. ("Consultant"), a California corporation with principal offices located at 5655 Lindero Canyon Road, Suite 223, Westlake Village, California, 91362 and Rubidoux Community Services District ("Customer").

The following shall govern the provision of consulting services by Consultant to Customer.

1. Consulting Services. Consultant shall provide the consulting services described on Schedule 1 attached hereto.
2. Compensation to Consultant. Customer shall pay Consultant for the consulting services described on Schedule 1 attached hereto the compensation set forth on Schedule 2 attached hereto.
3. Term and Termination. (a) Term. This Agreement shall commence on the date first written above and shall continue in effect until December 31, 2024, or until all consulting services described on Schedule 1 have been performed, whichever occurs first, unless sooner terminated in accordance with the provisions of this Agreement. (b) Termination Without Cause. This agreement may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. (c) Termination With Cause. Either party shall have the right to terminate this Agreement upon the failure of either party to observe any of the covenants and agreements required to be observed by it under this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof. (d) Rights and Obligations after Termination. Termination of this agreement shall not relieve either party of any rights or obligations arising out of the Agreement prior to termination, with the exception that the amount of the final payment that shall be made by Customer shall be based solely upon the percentage of work that was completed by Consultant.
4. Customer Will Provide Information. Customer shall provide Consultant with the information necessary for Consultant to provide the consulting services described on Schedule 1 attached hereto.
5. Authorization to Acquire Information. Customer hereby authorizes Consultant to acquire the necessary information reasonably required by Consultant to provide the consulting services described on Schedule 1 attached hereto from any agency, agencies, source or sources.
6. Customer's Right to Provide Information. Customer represents and warrants to Consultant that it has the right to provide the information that will be given by Customer to Consultant, or which will be acquired by Consultant pursuant to paragraphs 4 and 5 above.
7. Limitation on Services. Customer understands that Customer retains sole authority and responsibility for the operation and design of all Customer's employee benefit plans.
8. Ownership of Systems and Materials. All systems, programs, operating instructions, forms and other documentation prepared by or for Consultant shall be and remain the property of Consultant. All data source documents provided by Customer shall remain the property of Customer.
9. Indemnification. (a) By Customer. Customer hereby agrees to defend and indemnify Consultant and hold Consultant harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Customer's gross negligence or willful misconduct. (b) By Consultant. Consultant hereby agrees to defend and indemnify Customer and hold Customer harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Consultant's gross negligence or willful misconduct.

10. General.

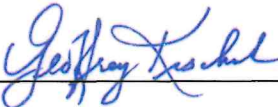
- a. Relationship of the Parties. The relationship between Consultant and Customer established by this Agreement is that of independent contractors. Consultant and Customer shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of the other.
- b. Force Majeure. No party shall have liability for damages or non-performance under this Agreement due to fire, explosion, strikes or labor disputes, water, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, transportation, facilities, labor, fuel or energy shortages, or other causes beyond that party's control.
- c. Entire Agreement. This Agreement and the Schedules attached hereto contain the entire agreement between the parties and supersedes all previous agreements and proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by written amendment signed by both of the parties hereto.

11. Confidentiality. Consultant recognizes that its work will bring it into close contact with confidential information of Customer, including personal information about employees of Customer. Consultant agrees not to disclose anything that is the confidential information of Customer, or that is proprietary to Customer, including its software, its legacy applications, and its databases, to any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as set forth below.

"CONSULTANT"
TOTAL COMPENSATION SYSTEMS, INC.

"CUSTOMER"
RUBIDOUX COMMUNITY SERVICES DISTRICT

Signed: 

Signed: _____

By: Geoffrey L. Kischuk

By: _____

Title: President

Title: _____

Date: September 27, 2022

Date: _____

SCHEDULE 1

For the purposes of this Agreement, "consulting services" shall include the following services provided by Consultant to Customer:

Consulting reports including all actuarial information necessary for Customer to comply with the requirements of current GASB accounting standards 74/75 related to retiree health benefits for two years, including one full valuation and one "roll-forward" valuation. Study results can be split by up to five employee classes. Consultant will provide as many copies of the final reports as Customer shall reasonably request.

Services do not include Consultant's in-person attendance at any meetings. Services also do not include a separate funding valuation unless requested by Customer.

SCHEDULE 2

Customer shall pay Consultant for the retiree health valuation report based on the full valuation a total of \$3,700. One-half, or \$1,850 shall be due within 30 days of the commencement of work by Consultant. One-half, or \$1,850 shall be due within 30 days of the delivery by Consultant to Customer of the draft consulting report for the full valuation (or within 30 days of contract termination, if earlier). Customer shall also pay Consultant for the retiree valuation report based on the "roll-forward" valuation a total of \$1,850 within 30 days of the delivery by Consultant to Customer of the draft consulting report for the "roll-forward" valuation (or within 30 days of contract termination, if earlier)

If Consultant receives a non-refundable deposit from Customer of \$1,665 by December 1, 2022, all amounts shown above shall be reduced by 10%.

**12. Consider Proposal with Jager Trans Inc. to Provide
Commercial Driver's License Class "A" Training to Field
Employees: DM 2023-27**

Rubidoux Community Services District

Board of Directors

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



General Manager

Brian R. Laddusaw

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

DIRECTORS MEMORANDUM 2023-27

March 16, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Proposal with Jager Trans Inc. to Provide Commercial Driver's License Class "A" Training to Field Employees

BACKGROUND:

Rubidoux Community Services District ("District") is authorized to employ twenty-six (26) full-time equivalent ("FTE") employees and two (2) part-time employees. Each employee working within their position has a job description which describes the duties, responsibilities, required qualifications, and reporting relationships of a particular role. Included in the Utility Maintenance Worker and Systems Operator job class series is a requirement for the employee working in the role to obtain a Department of Motor Vehicles Commercial Driver's License Class "A" designation within their first year of employment. Due to the significant cost and time associated with obtaining a Class "A" designation, District practice has been to coordinate and pay for the necessary driving school and training.

Over the last few years, the District has seen turnover in the Utility Maintenance Worker and Systems Operator job class series mostly due to retirements. Additionally, the Systems Operator job class series added a new FTE beginning fiscal year 2022|2023. Not all the individuals hired by the District to fill those vacant positions had a Class "A" designation and thus made it necessary for the District to facilitate this training.

Proper Class "A" training can last between 3-4 weeks and due to the already limited crew sizes at the District, staff plans to stagger the training amongst the individuals needing it over the remaining of this fiscal year and next to ensure the District has proper coverage and maintains a continuity of operations.

The District received proposals from two vendors who provide the necessary classroom time and behind the wheel training sufficient for a Class “A” designation. They were:

Vendor	Amount	Employees	Total
Jager Trans Inc.	\$ 2,605	4	\$ 10,420
United Truck Driving School	\$ 6,550	4	\$ 26,200

Staff plans to facilitate Class “A” training for four employees this fiscal year. Of the two proposals, Jager Trans Inc. was significantly less and came at a cost savings of approximately \$16,000 to the District. The proposal received from Jager Trans Inc. is attached for reference.

Included in fiscal year 2022|2023 Water Fund Budget is line 29 ‘Employee Education and Training’ for \$28,100 as staff anticipated and built in the cost of this training during preparation of the budget. Through February 2023, staff has utilized approximately \$3,500 of the budgeted \$28,100 leaving \$24,600 in unappropriated monies for the remaining four months of the fiscal year. Utilizing \$10,420 of this amount will leave \$14,180 for the remaining fiscal year, which is sufficient for any remaining employee education and training expenses not yet incurred.

On March 13, 2023, this item was considered by the Personnel Committee. The Personnel Committee unanimously voted to accept the proposal from Jager Trans Inc. and directed the General Manager to agendize the proposal for consideration by the full Board at tonight’s regularly scheduled meeting.

RECOMMENDATION:

Management recommends the Board of Directors:

1. Accept the proposal from Jager Trans Inc. to train four (4) employees for their Class “A” designation.
2. Authorize the General Manager issue a Task Order and enter into a Professional Services Agreement with Jager Trans Inc. in the amount of \$10,420.

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

Attachment(s):

A – Invoice 0569-0572

Jager Trans inc (Trucking School)

2005 w stonehurst dr
Rialto, CA
92377
818-297-4763
jagertransinc@gmail.com

INVOICE

INV0569

DATE

01/26/2023

DUE

On Receipt

BALANCE DUE

USD \$2,605.00

BILL TO

RCSD Employee #1

DESCRIPTION	RATE	QTY	AMOUNT
Fee of 2500\$ CDL Unlimited Hours of BTW Training	\$2,605.00	1	\$2,605.00
- Additional fee of 105\$ for Enrollment and Drug Test			
- Average time to master the course is only 3 weeks!			

TOTAL \$2,605.00

BALANCE DUE **USD \$2,605.00**

Jager Trans inc (Trucking School)

2005 w stonehurst dr
Rialto, CA
92377
818-297-4763
jagertransinc@gmail.com

INVOICE

INV0570

DATE

01/26/2023

DUE

On Receipt

BALANCE DUE

USD \$2,605.00

BILL TO

RCSD Employee #2

DESCRIPTION	RATE	QTY	AMOUNT
Fee of 2500\$ CDL Unlimited Hours of BTW Training	\$2,605.00	1	\$2,605.00
- Additional fee of 105\$ for Enrollment and Drug Test			
- Average time to master the course is only 3 weeks!			

TOTAL \$2,605.00

BALANCE DUE **USD \$2,605.00**

Jager Trans inc (Trucking School)

2005 w stonehurst dr
Rialto, CA
92377
818-297-4763
jagertransinc@gmail.com

INVOICE

INV0571

DATE

01/26/2023

DUE

On Receipt

BALANCE DUE

USD \$2,605.00

BILL TO

RCSD Employee #3

DESCRIPTION	RATE	QTY	AMOUNT
Fee of 2500\$ CDL Unlimited Hours of BTW Training	\$2,605.00	1	\$2,605.00
- Additional fee of 105\$ for Enrollment and Drug Test			
- Average time to master the course is only 3 weeks!			

TOTAL \$2,605.00

BALANCE DUE **USD \$2,605.00**

Jager Trans inc (Trucking School)

2005 w stonehurst dr
Rialto, CA
92377
818-297-4763
jagertransinc@gmail.com

INVOICE

INV0572

DATE

01/26/2023

DUE

On Receipt

BALANCE DUE

USD \$2,605.00

BILL TO

RCSD Employee #4

DESCRIPTION	RATE	QTY	AMOUNT
Fee of 2500\$ CDL Unlimited Hours of BTW Training	\$2,605.00	1	\$2,605.00
- Additional fee of 105\$ for Enrollment and Drug Test			
- Average time to master the course is only 3 weeks!			

TOTAL \$2,605.00

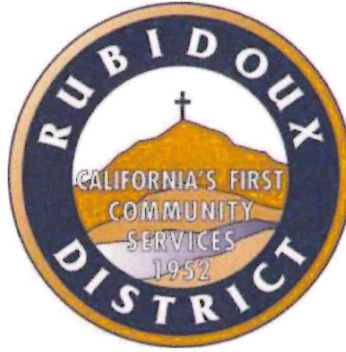
BALANCE DUE **USD \$2,605.00**

**13. Consider Proposal with Occupational Safety Training
Systems, Inc. to Provide Safety: DM 2023-28**

Rubidoux Community Services District

Board of Directors

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



General Manager

Brian R. Laddusaw

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

DIRECTORS MEMORANDUM 2023-28

March 16, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Proposal with Occupational Safety Training Systems, Inc. to Provide Safety Training to Employees

BACKGROUND:

Rubidoux Community Services District (“District”) is authorized to employ twenty-six (26) full-time equivalent (“FTE”) employees and two (2) part-time employees. Each employee working within their position has a job description which describes the duties, responsibilities, required qualifications, and reporting relationships of a particular role. Education and training are important tools for informing workers, supervisors, and managers about workplace hazards and controls so they can work more safely and be more productive.

Education and training provide managers, supervisors, and workers with:

- Knowledge and skills needed to do their work safely and avoid creating hazards which could place themselves or others at risk.
- Awareness and understanding of workplace hazards and how to identify, report and control them.
- Specialized training, when their work involves unique hazards.

Additional training may be needed depending on the roles assigned to individual managers, supervisors, and workers. For example, managers, and supervisors may need specific training to ensure they can fulfill their roles in providing leadership, direction, and resources for the health and safety of the organization and its staff. Workers assigned specific roles in the organization (utility maintenance, system operators, meter reader, etc.) may need different and unique training to ensure their full participation and understanding of those functions.

Historically, most of the District’s industry specific training (water and wastewater) has been done via 15–30-minute webinars provided through the District’s Workers’ Compensation provider. This training, although

efficient and cost advantageous, failed to provide employees with an in-depth knowledge and understanding of the subject matter which is crucial when working in a critical infrastructure industry for topics such as: ladder use, heat illness prevention, lock out/tag out, traffic control, trenching/shoring, backhoe operator safety, among others.

The District has identified its current safety program as a weakness which needs addressing. District staff believe training on these topics are best when done live and in-person. It facilitates student interaction, engagement, and content retention. The District received a proposal from Occupational Safety Training Systems, Inc. (“OSTS”) to address these needs (attached). OSTS specializes in industry specific training and topics while also satisfying required Cal-OSHA employee training. OSTS works with a number of public agencies including Jurupa Community Services District.

The proposal includes all the priority topics staff wishes to address the remaining of fiscal year 2022|2023 and into the subsequent fiscal year 2023|2024. The proposed fiscal year 2022|2023 training schedule includes:

TABLE 1				
Topic	Amount	Cost Allocation		
		General Fund	Water Fund	
Traffic Control	\$ 1,795.00	\$ -	\$ 1,795.00	
Trenching, Shoring, and Excavating Awareness	\$ 700.00	\$ -	\$ 700.00	
Trenching, Shoring, and Excavating Competent Person	\$ 1,400.00	\$ -	\$ 1,400.00	
Backhoe Operator Safety	\$ 830.00	\$ -	\$ 830.00	
CPR/First Aid/AED/Boodborne Pathogens	\$ 3,250.00	\$ 930.00	\$ 2,320.00	
	<u>\$ 7,975.00</u>	<u>\$ 930.00</u>	<u>\$ 7,045.00</u>	

The remaining trainings on the proposal not identified above will be budgeted for in fiscal year 2023|2024 and District staff will seek approval and authorization for those trainings in a subsequent Board meeting. Additionally, the trainings noted above will be allocated to the appropriate fund dependent on the type of District employee receiving the training. Most of the trainings on the schedule will be for the benefit of the District field staff while all District employees (administrative and field) will be trained on first aid. District staff has not received District-wide first aid training since 2019.

BUDGET CONSIDERATIONS:

The cost of these training were factored in when preparing the District’s fiscal year 2022|2023 budget and the budget considerations are as follow:

TABLE 2						
Budget - Fiscal Year 2022 2023	Budgetted Amount	Year-to-Date (inc. appropriations)	Available Funds	Cost Allocation	Remaining Funds	
GF Budget Ln. 37 'EE Education and Training'	\$ 10,000.00	\$ 6,767.38	\$ 3,232.62	\$ 930.00	\$ 2,302.62	
WF Budget Ln. 29 'EE Education and Training'	\$ 28,100.00	\$ 16,956.26	\$ 11,143.74	\$ 7,045.00	\$ 4,098.74	

Should the Board consider and approve the proposal, no budget amendment is necessary nor being recommended by staff. Current unallocated budgeted monies are sufficient to cover these training courses for the remainder of fiscal year 2022|2023 while also leaving capacity in the budget for additional employee education and training expenses not yet incurred.

On March 13, 2023, this item was considered by the Personnel Committee. The Personnel Committee unanimously voted to accept the proposal from Occupational Safety Training Systems Inc. and directed the General Manager to agendize the proposal for consideration by the full Board at tonight's regularly scheduled meeting.

RECOMMENDATION:

Management recommends the Board of Directors:

1. Accept the proposal from Occupational Safety Training Systems Inc. to train District staff on the topics noted in Table 1.
2. Authorize the General Manager issue a Task Order and enter into a Professional Services Agreement with Occupational Safety Training Systems Inc. in the amount of \$7,975.

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

Attachment(s):

A – Occupational Safety Training Systems, Inc. Proposal



O.S.T.S., Inc.

Occupational Safety Training Systems

14650 Central Avenue • Chino, Ca 91710

(877) 404-6787 • (909) 468-3602 • FAX (909) 468-3802

www.ostsinc.com

February 21, 2023

Melissa Trujillo
HR Generalist/Safety & Facilities Coordinator
Rubidoux Community Services District
35900 Rubidoux Blvd
Jurupa Valley, CA 92509

As an experienced Occupational Safety and Health consulting firm we are qualified to implement and manage your safety solutions. Our resources, experience, and quality products and services are second to none in the industry. From Injury and Illness Prevention Plans to Bloodborne Pathogen Programs and technical safety training, to quality program management, no one delivers like OSTs. A properly developed and managed safety program has a proven track record of minimizing an organization's overall bottom line expenditures.

Again, thank you for allowing OSTs, Inc. to provide you with this information. I am confident that you will find these services extremely competitive.

If you should have any questions regarding the following information, please call 909.614.2666.

Sincerely,

Kristina Urgino

☎ 909.614.2666 | 📞: 909.631.7359

📠 909.468.3602 | 📞 877.404.6787 | 📠: 909.393.9713

kuosts@ostsinc.com | ostskristina@gmail.com

O.S.T.S. Inc. | 🌐 ostsinc.com | 📍 14650 Central Avenue Chino, CA 91710

Training Services

OSTS Inc. has structured a simple, cost effective way for your organization to address required Cal-OSHA employee safety training. With 30 years of OSHA safety training and consulting experience, OSTS will bring safety practices into the workplace and assist in enhancing and maintaining a safe work environment, leading to more productivity, lower injury/illness-related costs, and overall higher employee morale. The majority of our classes combine multiple teaching modalities to enhance student subject matter retention. The modalities include lecture, visual presentation, and hands-on exercises. You will find that OSTS provides one of the most comprehensive safety topic list in our industry.

OSTS believes that live, in-person training is the most effective form of employee training. It facilitates student interaction, engagement, and content retention. Due to the most recent pandemic, we have added the option of live webinar presentations which still requires class participation.

Topic	Duration	Attendees	Group Rate	2 same day sessions	Maximum head-count per Group Rate
Ladder training	1 hour	Field			
Heat Illness Prevention	1 hour	Field	\$750.00	\$ 1,400.00	20
Extreme Cold Safety	30 minutes	Field			
PPE	1 hour	Field			
Confined Space training	8 hours	Field	\$ 1,400.00		20
Lock Out/ Tag Out Authorized	2 hours	Maintenance Crew	\$ 625.00	\$ 950.00	20
Lock Out/ Tag Out Affected	1 hour	All Employees who work with machinery			
Traffic Control	8 hours	Field	\$ 1,795.00		11
Trenching, Shoring and Excavating Awareness	4 hours	Field	\$ 700.00	\$ 1,400.00	10
Trenching, Shoring and Excavating Competent Person	8 hours	Supervisory of Field	\$ 1,400.00		10
Backhoe Operator Safety	4 hours	Field who already know how to operate	\$ 830.00	\$ 1,400.00	11
CPR/First Aid/AED/Bloodborne Pathogens (2 OSTS Trainers per day, 2 sessions of 14 students per day)	7 hours	Field/Office	\$ 3,250.00		28

A \$12 fuel surcharge will be added for each trainer for all in person training.

14. Consider Proposal from TKE for Additional Services for
LAFCO Adjustments to RCSD Service Area Boundary: **DM 2023-
29**

Rubidoux Community Services District

Board of Directors

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

General Manager

Brian R. Laddusaw



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

DIRECTORS MEMORANDUM 2023-29

March 16, 2023

To: Rubidoux Community Services District
 Board of Directors

Subject: Consider Proposal from TKE for Additional Services for LAFCO Adjustments to RCSD Service Area Boundary

BACKGROUND:

The Rubidoux Community Services District (“District”) Board of Directors (“Board”) awarded a Professional Services Contract to TKE Engineering (“TKE”) in March 2020 under DM 2020-12 to assist the District in making adjustments to its service boundary. TKE is nearing completion of the work and final approval from LAFCO, Jurupa Community Services District and West Valley Water District is expected in April. During this process, it was determined several areas needed to be modified and additional work outside the original scope approved for TKE was necessary. Extra work included modifications to the sphere of influence and District boundary, as well as creating separate boundaries for water and sewer, and incorporation of additional areas with more than 3 miles of the boundary length and 8 million square feet. This extra work is detailed in-depth in the attached letter from TKE.

TKE has requested an increase in project funding to cover the cost of performing this extra work in the amount of \$25,620 to complete the Local Agency Formation Commission of Riverside County (“LAFCO”) Annexation and Boundary Adjustment Project, bringing the total cost to \$65,070. It should be noted this is still less than the second lowest proposal of \$97,164 in 2020. The extra work was necessary to obtain approval from LAFCO and is reasonable. Under DM 2020-12 \$40,000 was initially authorized by the Board. Now an additional \$25,700 is necessary to finish the work.

Staff proposes the District’s Board of Directors consider amending the District’s FY 2022/2023 Budget by allocating \$20,560 from the Water Operating Reserve and \$5,140 from the Sewer Operating Reserve to “Property Taxes - General Secured”.

RECOMMENDATION

Staff recommends the Board of Directors authorize the General Manager:

- 1) Issue a Task Order to TKE in the amount of \$25,700 to pay for the additional services.
- 2) Amend the FY 2022/2023 Budget to allocate \$20,560 from the Water Operating Reserve and \$5,140 from the Sewer Operating Reserve to “Property Taxes - General Secured”.

Respectfully,



Brian R. Laddusaw, CPA
General Manager

Attachments:

1. DM 2020-12
2. TKE Extra Work Letter dated March 7, 2023

Rubidoux Community Services District

Board of Directors

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

General Manager

Steven W. Appel



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

DIRECTORS MEMORANDUM 2020-12

March 5, 2020

To: Rubidoux Community Services District
 Board of Directors

Subject: Adjustments to RCSD Service Area Boundary

BACKGROUND:

The Rubidoux Community Services District ("District") provides services to properties within its service area boundary. This designated service boundary was established at the formation of the District in 1952. Since then a few properties have been annexed into the District's service area boundary. Annexations as they occur are processed through the Riverside Local Agency Formation Commission (Riverside LAFCO).

District staff has identified eleven (11) areas that should be annexed into the District's service area boundary. The properties within these eleven areas are currently receiving District's services. These annexations would clean up and properly adjust the District's service area boundary. Once officially within the District's boundary, the tax rate areas (including voting and property fire tax) of the properties will accurately be reflective of the District's services being received.

Staff has met with representatives from TKE Engineering and Webb Associates to review the details of each of the eleven identified areas. The proposals are attached. TKE and Webb have provided a cost proposal and summary of how they would accomplish the annexation work and coordinate with the Riverside LAFCO. Both firms are capable of successfully performing the work.

TKE proposes a cost of \$39,450.00 and Webb proposes a cost \$97,164.00 to complete the annexation work for the eleven identified areas. This work was not included in the approved FY 2019/2020 District Budget, and to proceed a budget amendment is necessary. Staff proposes the District's Board of Directors consider amending the District's FY 2019/2020 Budget by allocating \$32,000.00 from the Water Operating Reserve and \$8,000.00 from the Sewer Operating Reserve to "Property Taxes - General Secured".

RECOMMENDATION

Staff recommends the Board of Directors authorize the General Manager:

- 1) To enter into a professional services agreement with TKE in the amount of \$39,450.00 to do the annexation work including coordinating the work with the Riverside LAFCO.
- 2) Amend the FY 2019/2020 Budget to allocate \$32,000.00 from the Water Operating Reserve and \$8,000.00 from the Sewer Operating Reserve to “Property Taxes - General Secured”.

Respectfully,

JEFFREY D. SIMS, P.E.
Assistant General Manager

Attachments:

1. Summary of Planned Annexations for 2020 with map
2. TKE Proposal dated February 27, 2020
3. Webb Proposal dated February 28, 2020



March 7, 2023

Ted Beckwith, Director of Engineering
RUBIDOUX COMMUNITY SERVICES DISTRICT
3590 Rubidoux Boulevard
Jurupa Valley, CA 92509

Subject: Extra Work for Annexation of 11 Service Areas

Dear Mr. Beckwith,

TKE Engineering, Inc. (TKE) has been requested to provide consulting engineering services to Rubidoux Community Services District (RCSD) for the preparation of annexation documents and coordination services, beyond our original scope of services.

TKE's original scope of services was to provide research, coordination and document preparation for annexation of 11 services areas. After performing research, preparing documents and participating in meetings with RCSD and Jurupa Community Services District staff for the original 11 services areas identified by RCSD, it was determined that several areas needed to be modified. Extra work included modifications to the sphere of influence and District boundary, as well as creating separate boundaries for water and sewer, and incorporation of additional areas with more than 3 miles of the boundary length and 8 million square feet. The following is a description of the additional scope of services and budget amount related to provide the additional services.

1. Research

TKE performed additional research for added areas in Area 1A, Area 1B and Areas 7-11. The added area totaled more than 8 million square feet and more than doubled the original annexation area size. There were also 2 areas which did not require annexation documents too be prepared but research was performed to verify that the existing boundary lines were accurate between RCSD and JCSD. The two additional areas were at the intersection of Skyloft Drive and along Limonite Avenue between Camino Real and Winncliff Drive.

Total budget increase for the services described above is \$3,240.00.

2. Coordination-

TKE's original scope of services included 6 coordination meetings with RCSD, JCSD, and/or LAFCO. Throughout the project duration, TKE has attended additional meetings beyond the original scope of services with RCSD, JCSD, WVWD and LAFCO to determine the limits of the boundary adjustment and if an adjustment is appropriate.

Total budget increase for the services described above is \$1,980.00.

3. LAFCO

TKE performed additional document preparation for added areas in Area 1A, Area 1B and Areas 7-11. The added area totaled more than 8 million square feet and more than 3 miles of additional boundary length. TKE was required to prepare legal descriptions and plats for the added length which more than doubled the original annexation area size. In addition, RCSD and JCSD have recently requested to modify Area 2 to remove 2 parcels from the proposed annexation adjustment. TKE will prepare revised legal, plat, and plan of services documents to account for the requested modifications.

Total budget increase for the services described above is \$20,400.00.

TKE requests that RCSD increase TKE's original budget by a total of \$25,620.00 from \$39,450.00 to \$65,070.00. TKE is available to meet with RCSD Staff to discuss the requested extra work and budgets upon your request. TKE will invoice on a monthly basis in accordance with our current rate schedule not to exceed the amounts presented. Again, thank you for the opportunity to provide services for the subject project. If you have any questions or require additional information, please advise.

Sincerely,



Terry M. Renner, P.E., Q.S.D.
TKE Engineering, Inc.

15. Consider Proposal from TKE for Engineering Design Work to Move a Water Pipeline from the Jurupa Community Services District to the Rubidoux Community Services District: DM 2023-

30

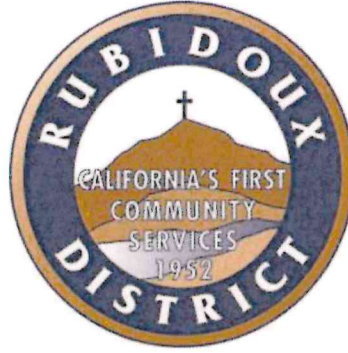
Rubidoux Community Services District

Board of Directors

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

General Manager

Brian R. Laddusaw



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

DIRECTORS MEMORANDUM 2023-30

March 16, 2023

To: Rubidoux Community Services District
 Board of Directors

Subject: Consider Proposal from TKE for Engineering Design Work to Move a Water Pipeline from the Jurupa Community Services District to the Rubidoux Community Services District

BACKGROUND:

The Rubidoux Community Services District (“District”) is in process of completing a boundary cleanup between the District and neighboring Jurupa Community Services District (“JCSD”) and West Valley Water District (“WVWD”). As part of this cleanup and after meeting with JCSD staff, it was determined houses in the area identified as “Area 2” in the Local Agency Formation Commission of Riverside County (“LAFCO”) Plan of Service will need to have their water service transferred from JCSD to the District so these residents are serviced by one district for both water and sewer service. To accomplish this, some water pipeline modifications will need to be done and associated plans and specifications developed in order to bid the project.

TKE Engineering (“TKE”) is the engineering firm performing the LAFCO Plan of Service and Boundary Annexation cleanup scope of work and is most familiar with the project. Staff requested a proposal from TKE to perform this engineering work so the water pipeline can be transferred to the District when LAFCO completes the application for the boundary cleanup.

TKE proposes to do this engineering work for \$27,750. Adding a contingency of approximately 10% brings the total to \$30,000. As this work will be necessary for the District to satisfy the terms of the Plan of Service, the District will include the associated construction work in the upcoming 2023/24 Fiscal Year Budget but the cost for the associated design work is not in the 2022/23 Fiscal Year Budget. A budget amendment is requested to move \$30,000 from the Water Fund Operating Reserve Budget to the Water Fund Capital Improvement Project Budget to fund this work.

RECOMMENDATION

Staff recommends the Board of Directors authorize the General Manager:

- 1) To issue a Task Order to TKE in the amount of \$27,750 to pay for the additional services.
- 2) Amend the FY 2022/2023 Budget to allocate \$30,000 from the Water Fund Operating Reserve Budget to the Water Fund Capital Improvement Project Budget.

Respectfully,

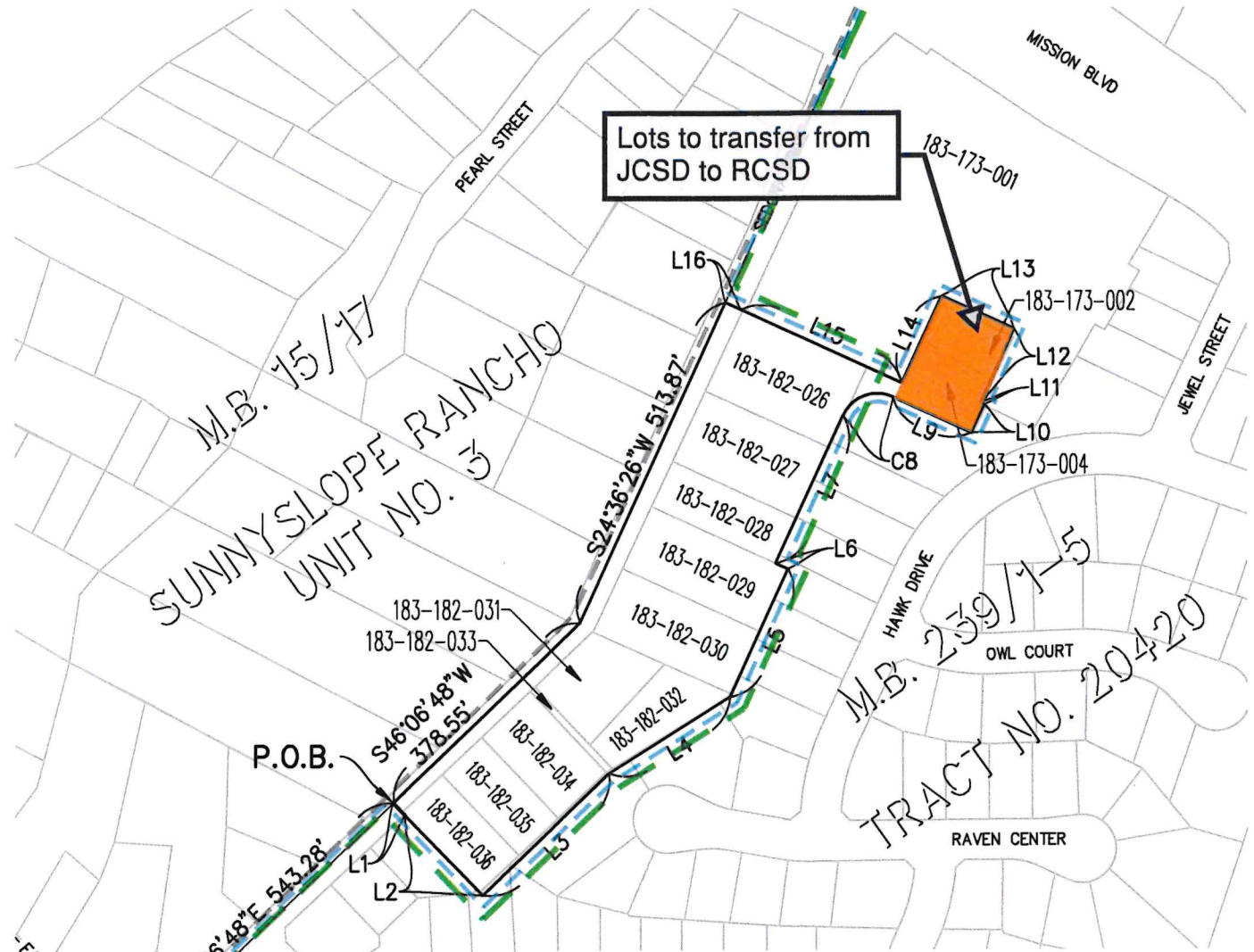


Brian R. Laddusaw, CPA
General Manager

Attachments:

1. Map showing Area 2 of the Annexation Project
2. TKE Proposal dated March 7, 2023

EXHIBIT 'B'



- EXISTING RCSD/JCSD WATER AND SEWER BOUNDARY
- - - PROPOSED RCSD/JCSD WATER BOUNDARY
- PROPOSED RCSD/JCSD SEWER BOUNDARY

LEGEND

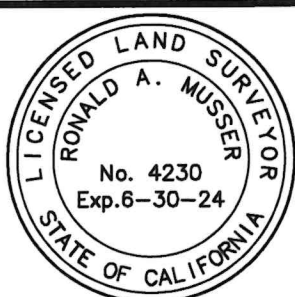
- ANNEXATION BOUNDARIES
- EXISTING A.P.N. BOUNDARIES
- EXISTING CENTERLINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- 123-456-789 APN BOUNDARY NUMBER



SCALE: 1"=250'
J.N.: 100-31



TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440



RUBIDOUX COMMUNITY SERVICES DISTRICT
ANNEXATION

AREA 2 - BOUNDARY

RONALD A. MUSSER L.S. No. 4230



March 7, 2023

Ted Beckwith, Director of Engineering
RUBIDOUX COMMUNITY SERVICES DISTRICT
3590 Rubidoux Boulevard
Jurupa Valley, CA 92509

Subject: Water System Conversion from JCSD to RCSD for Annexation Area 2

Dear Mr. Beckwith,

Thank you for the opportunity to submit a proposal to provide professional engineering services to Rubidoux Community Services (RCSD) for design of the water system conversion from JCSD to RCSD. RCSD will acquire a series of existing water pipelines along Mission Boulevard near Canal Street which currently belong to JCSD. The proposed acquisition will remove an existing normally closed valve between the two systems and construct isolation valve and flow meter further west to convert the pipelines to RCSD's ownership. The existing pipeline are approximately 1,500 linear feet in length and exist in Mission Boulevard between Golden West Avenue and 600 feet east of Canal Street and along a private easement running northerly across the State Route 60 Freeway.

Our scope of services is presented in the following paragraphs:

1. RECORDS RESEARCH

We will thoroughly research existing available utility records. The purpose of the records research is to assemble survey records to establish locations of street centerlines and street rights-of-way and determine locations of all existing utilities and improvements.

The research will consist of assembling copies of assessors' maps, tract maps, parcel maps, monument ties, benchmark data, corner records, street improvement plans, and utility drawings. We will notify Underground Service Alert to acquire a complete list of underground utility purveyors. The utility drawings will include existing drawings from RCSD and JCSD, and drawings and/or atlas maps from all private utility companies, and/or agencies. We will send letters to utility companies and agencies requesting their data. We will maintain copies of the letters for future reference.

2. DESIGN SURVEYING

We propose to use conventional surveying to prepare the base construction drawings. Our field survey crew will locate existing street centerline monuments utilizing survey control data. The crew will measure the horizontal angle, horizontal distance, and vertical elevation difference between each survey monument. We will complete a

traverse for each survey to ensure closure. Elevations will be tied to existing County benchmarks. In addition, we will measure sewer and storm drain inverts. We will collect appropriate detail as required including trees, walkways, sidewalks, driveways, curbs, gutters, cross gutters, fire hydrants, water valves, manholes, water meters, signs, street lights, power poles, and all other visible features.

3. BASE CONSTRUCTION DRAWINGS

We will prepare the base construction drawings on 24" by 36" sheets with RCSD's standard title block using AutoCAD software at a drawing scale of 1"=40'. The base construction drawings will include a plan view based on the survey data collected. We will add the sheet north arrow, graphic scale, existing improvements and utilities (based on both assembled records and field data), property lines, public and private right-of-way, street centerline, street names, and survey data to the plan view portion of the drawings. Once the base drawings are complete, we will perform a careful field review to ensure all underground facilities are shown correctly.

4. 50% DESIGN

50% design will consist of completed base construction drawings, precise alignment identification, replacement or parallel sewer recommendation, preliminary profiling, proposed connection design, critical interference identification, construction phasing requirements and a construction cost estimate for each project reach. The preliminary construction cost estimates will be prepared using an Excel spreadsheet. Descriptions of work, unit prices, and quantities will be included in the spreadsheet.

5. DESIGN REVIEW MEETING

After 50% design is complete, we will forward 2 copies of the drawings to RCSD and JCSD for review. After RCSD and JCSD has completed its review, we will meet with RCSD and JCSD Staff to acquire Staff's comments.

6. PERMITTING

After the 50% design review meeting, TKE will begin application preparation for required permits. Applicable permits include City of Jurupa Valley (City) encroachment permit. Upon completion of the application, TKE will submit the application and track permit issuance progress.

7. 90% DESIGN

TKE will prepare drawings including a title sheet; construction notes sheets, plan/profile sheets, and detail sheets.

The title sheet shall include the title of the job, a vicinity map showing the project vicinity in relationship to surrounding communities, a location map showing the project limits, a list of abbreviations used, benchmark data, general notes, construction quantities, an index for the drawings, and references.

The construction notes will include requirements for notifications, existing utility protection and relocation, construction materials, excavation, shoring, bedding, backfilling, compaction, connection, improvement restoration, testing, construction sequencing and existing abandonment requirements, if any.

The plan view will show digital topographic data, existing improvements and utilities, centerline control, proposed sewer, and appurtenances (connections, manholes, laterals, cleanouts). The profile (at a drawing scale of 1"=40' horizontal and 1"=4' vertical) will show existing ground surface over the proposed sewer, flow line, top of pipe, utility crossings, slopes, length of pipe, manholes, and special bedding requirements.

The construction details will include connections, valving, meter vault, and abandonment details, all at appropriate drawing scales.

The specifications (Bid Sheets and Special Provisions) shall be prepared in accordance with RCSD standards and will be prepared in Microsoft Word format. Again, the specifications will include bid schedule with special bid instructions on the RCSD's award intentions.

In addition, we will update the project construction cost estimates. We will use the bidding schedules to prepare the estimates. The bidding schedules will include all material and construction requirements as shown on the drawings.

8. DESIGN REVIEW MEETING

After the 90% design documents are complete, we will forward the documents together with the updated construction cost estimates to RCSD and JCSD staff for review and comment. We will meet with staff after their reviews are completed to obtain comments.

9. FINAL DESIGN

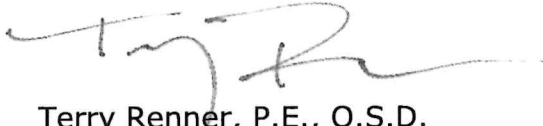
After receiving final RCSD and JCSD comments on the drawings and specifications, TKE will incorporate comments and provide RCSD and JCSD with hard (mylar drawings and specifications) and digital copies of the drawings and specifications for final approval. In addition, we will prepare final construction cost estimates.

Our Fee to provide the above scope of services is as follows:

Description	Amount
1. Records Research	1,950.00
2. Design Surveying	4,500.00
3. Base Construction Drawings	3,900.00
4. 50% Design	5,000.00
5. Design Review Meeting	800.00
6. Permitting	2,000.00
7. 90% Design	5,200.00
8. Design Review Meeting	800.00
9. Final Design	2,600.00
10. Reimbursables	1,000.00
	<hr/>
	27,750.00

Again, thank you for the opportunity to submit our proposal to provide professional engineering services. If you have any questions, please contact me at (951) 680-0440.

Sincerely,

A handwritten signature in black ink, appearing to read "Terry Renner", with a long horizontal flourish extending to the right.

Terry Renner, P.E., Q.S.D.
Senior Vice President
TKE ENGINEERING, INC.

**16. Consider Award of a Contract for Professional Services with
Krieger and Stewart for Construction Oversight for the
Replacement of a Water Pipeline Crossing Market Street: DM
2023-31**

Rubidoux Community Services District

Board of Directors

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

General Manager

Brian R. Laddusaw



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

DIRECTORS MEMORANDUM 2023-31

March 16, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Award of a Contract for Professional Services with Krieger and Stewart for Construction Oversight for the Replacement of a Water Pipeline Crossing Market Street

BACKGROUND:

The County of Riverside Transportation and Land Management Agency ("TLMA") is planning to go out to bid for the Market Street Bridge Replacement Project late summer to early fall, 2023. This replacement project consists of replacing the existing bridge on Market Street crossing the Santa Ana River with a new 4-lane bridge as well as new traffic approaches on each side of the river. The District's existing water pipeline serving the Agua Mansa area is within the bridge approach. The Engineer for TLMA sent to Rubidoux Community Services District ("District") a request for the District to complete the relocation of the District's water pipeline on or before June 1, 2023 but has since moved the completion date to August 1.

Based on information shown in these plans an existing District owned water pipeline crosses Market Street near Via Cerro and 24th Street and must be relocated before TLMA commences with their project. The relocation is necessary because the required depth of cover over the District owned water pipeline will not be sufficient during construction of the bridge and placement of new road base. There is no way to protect this shallow depth pipeline during placement and compaction of road base because any method of protection would obstruct and interfere with the installation of the road base.

The District contracted with Krieger and Stewart in 2021 under DM 2021-72, attached, to have plans and specifications prepared for the relocation of this pipeline and these plans are complete with the exception of a few final specifications which are being completed now. The District will go to bid with this project at the end of March and expects to award a construction contract in late April or early May. The District anticipates a construction time-frame of approximately 4 to 6 weeks with completion expected by mid-June. It should be noted the actual construction will only take 3 or 4 weeks but there will be time constraints due to traffic control along Market Street and additional time should be considered and allotted.

The District will need submittal review, construction staking, construction inspection during the course of the work and preparation of accurate as-built drawings. Staff has requested a proposal from Krieger and Stewart to perform these services. It is prudent to have the inspection and project oversight contract in place before the bidding so the oversight team can become familiar with the chosen contractor from the day the notice to proceed is given to the successful contractor. The proposal is for \$23,900. Staff believes a contingency of \$6,100 for unforeseen expenses is necessary as the contractor has not been chosen at this time and there may be additional unforeseen costs. This brings the total for this effort to \$30,000.

RECOMMENDATION:

Staff recommends the Board of Directors authorize the General Manager to:

1. Amend the FY 2022/23 Budget by moving \$30,000 from Water Fund reserves to the Water Replacement Fund – Operating Expenses with a new project expense referred to as the Market Street Bridge Pipeline Relocation Project.
2. Sign a phased Task Order to Krieger and Stewart to perform construction oversight on the Market Street Bridge Pipeline Relocation Project in the amount of \$23,900.

Respectfully,



Brian R. Laddusaw, CPA
General Manager

Attach:

1. Krieger and Stewart Proposal
2. Email from County of Riverside for the Market Street Bridge Replacement Project
3. Director's Memorandum 2021-72
4. Copy of Pipeline Replacement Plans



March 7, 2023

587-19.62A

Ted Beckwith, Director of Engineering
Rubidoux Community Services District
3590 Rubidoux Boulevard
Jurupa Valley, CA 92509

Via Email to tbeckwith@rcsd.org

Subject: Construction Support Services Proposal for
Market Street and 24th Street Pipeline Relocation

Dear Mr. Beckwith:

We appreciate the opportunity to submit our proposal to provide engineering services for subject project. Our proposal is divided into the following sections:

Scope of Services
Estimated Fee

As shown in **Table 1** therein, our estimated fee to provide the requested services is \$23,900. Our fee estimate is based on the rates in our **2023 Fee Schedule**.

With respect to Krieger & Stewart's team, Charles Krieger will serve as Principal in Charge and I will serve as Project Manager/Engineer. Our team members will be continuously available and responsive to Rubidoux Community Services District's staff and management during the construction project. Further, Krieger & Stewart's project team is ready to commence services immediately.

Again, we are pleased to be considered to provide consulting engineering services to the Rubidoux Community Services District, and are available to discuss our proposal with you at your convenience.

Sincerely,

KRIEGER & STEWART, INCORPORATED

A handwritten signature in black ink, appearing to read 'Sinisa Saric', is written over the printed name.

Sinisa Saric

SS/lge
587-19P62-Const Svcs Pro

Attachment: Construction Support Services Proposal



RUBIDOUX COMMUNITY SERVICES DISTRICT MARKET STREET AND 24TH STREET PIPELINE RELOCATION

CONSTRUCTION SUPPORT SERVICES PROPOSAL

Krieger & Stewart will provide construction engineering support services as directed by District staff. We anticipate that support services will include: attending the preconstruction conference, attending progress meetings, reviewing submittals, preparing responses to requests for information (RFIs) from the Contractor regarding the Contract Documents, evaluating Change Order Requests and providing responses to same, performing site visit, and preparing record drawings upon completion of construction, as outlined in the following tasks:

Task 1 - Preconstruction Conference

The preconstruction meeting will be conducted by the District and attended by District staff, Krieger & Stewart's Project Manager, City of Jurupa Valley, and the Contractor. In conjunction with District staff, we will be prepared to respond to questions regarding Contract Document requirements, including any special project requirements.

Task 2 - Course of Construction Meetings and Site Meeting

The course of construction progress meetings (progress meetings) will be attended by District staff, Krieger & Stewart's Project Manager, and the Contractor. The meetings will provide the opportunity for discussion of particular Contract Document requirements, outstanding RFIs, and status of the project. We anticipate two (2) virtual course of construction meetings will be required during the construction period.

We will attend one (1) project site meetings with the District's Project Engineer and Inspector and Contractor's staff to review specific construction issues/questions.

Task 3 - Submittals Review

We will assist District staff with the review and approval of project submittals to ensure compliance with the Construction Drawings and Specifications. As a minimum, we anticipate the submittals will be required for the construction schedule; traffic control; City permit; potholing report; testing and flushing plan; ductile iron pipe; ductile iron fittings; valves; air valve; aggregate base; trench paving; pavement overlay; and concrete (13 submittals).

We will upload our comments in the District's construction management software (Bluebeam). In addition, we will prepare and maintain a detailed submittal log for an ongoing record of: submittal numbers, dates received and returned, quantities received and returned, descriptions, manufacturers, actions taken, and other comments as necessary. Said submittal log will be available for transmittal to the District at any time.

Task 4 - Construction Staking

Our proposed services include coordinating our staking schedule with the Contractor's schedule, performing necessary office calculations, and preparing cut sheets.



**Market Street and 24th Street Pipeline Relocation
Construction Support Services Proposal
Page 2**

We will provide one (1) set of construction stakes for the water pipeline at 50-foot intervals, including all HPIs, VPIs, and points of curvature. Each reference mark will be marked with offset, plan station and description, stake elevation and cut to the flow line. Same staking information will be shown on the grade sheets and will be delivered electronically to the District and Contractor within 24 hours of completion of field work.

Task 5 - Construction Oversight and Inspection

We will provide one construction inspector to observe pipeline construction, which consists of the following: verify that all materials delivered conform to approved submittals, verify line and grade of the installed pipeline, observe backfilling and compaction, observe chlorination, testing and flushing of the constructed pipeline, prepare deficiency list and verify that all items are corrected.

Task 6 - RFI and Change Order Responses

We will provide responses to RFIs and Change Orders as requested by District staff. We anticipate that support services will include: preparation of responses to requests for information (RFIs) from the Contractor regarding the Contract Documents; responding to questions from the District; and providing technical assistance to resolve field problems encountered by the Contractor.

As requested by District staff, we will assist District staff with preparing responses to RFIs from the Contractor regarding the Contract Documents in order to ensure that the project is constructed in compliance with same. We anticipate to review of two (2) RFIs for this project.

As requested by District staff, we will assist District staff with review of requests for contract change orders received from the Contractor to determine if said requests are warranted. If a contract change order is not warranted, we will assist District staff in preparing a rejection letter to the Contractor. If a change order request appears to be justified, we will evaluate the proposed cost, review the change with District staff, and assist District staff with preparing a Contract Change Order for processing by the District. We anticipate one (1) change orders for this project.

Task 7 - Record Drawings

Once project construction has been completed, we will provide the District with a complete set of record drawings which will reflect the facilities as constructed. The record drawings will be prepared in AutoCAD and pdf format based on information provided by the District, the inspector, and the Contractor. Once the record drawings are prepared, copies will be submitted to District staff for approval.



Market Street and 24th Street Pipeline Relocation
Construction Support Services Proposal
Page 3

ESTIMATED FEE

As shown on **Table 1** attached, our estimated fee to provide the services outlined in the above **Scope of Services**, is \$23,900. Our engineering services fee estimate is based on the rates in our **2023 Fee Schedule**, also attached.

Our estimated fee is subject to negotiation based on clarification or revision of the Scope of Services.

Our fee estimate is based on the following understandings and assumptions:

1. Project Manager will attend the Preconstruction Meeting.
2. Estimated hours for material submittals review are based on 13 submittals and 2.0 hours review time per submittal. Clerical hours are based on 0.5 hour per submittal.
3. Course of Construction Meetings and Site Meeting includes attending two virtual progress meetings and one site meeting. Virtual progress meetings are based on 1.0 hour for the Project Manager and the site meeting is based on 2.0 hours.
4. Inspection is based on full-time inspection for three (3) weeks.
5. Contractor and K&S inspector will provide information for the record drawings. Preparation of the record drawings is based on 4.0 hours for the Project Manager and 4.0 hours for the CADD operator.
6. Construction staking is based on 12 hours of office time (grade sheets, pre and post-processing), and 6 hours of field time.

Our estimated fee for engineering services is based on our experience with similar projects; however, our actual fee will depend on the efficiency, competence, and diligence of the Contractor.

**TABLE 1
RUBIDOUX COMMUNITY SERVICES DISTRICT
MARKET STREET AND 24TH STREET PIPELINE RELOCATION
CONSTRUCTION SUPPORT SERVICES FEE ESTIMATE**

TASK / COMPONENT	PRINCIPAL IN CHARGE ⁽¹⁾		PROJECT MANAGER ⁽²⁾		CONSTRUCTION INSPECTOR ⁽³⁾		CADD SERVICES ⁽⁴⁾		SUPPORT SERVICES ⁽⁵⁾		2-MAN SURVEY CREW ⁽⁶⁾		TOTAL	
	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	\$	
1. PRECONSTRUCTION CONFERENCE			1	241					1	128			369	
2. COURSE OF CONSTRUCTION MEETINGS AND SITE MEETING			4	964					2	256			1,220	
3. SUBMITTALS REVIEW			26	6,266					6	768			7,034	
4. CONSTRUCTION STAKING			12	2,892							6	1,878	4,770	
5. CONSTRUCTION OVERSIGHT AND INSPECTION	1	270	4	964	26	3,952			2	256			5,442	
6. RFI AND CHANGE ORDER RESPONSES	1	270	8	1,928					4	512			2,710	
7. RECORD DRAWINGS			4	964			4	692					1,656	
Subtotal:	2	540	59	14,219	26	3,952	4	692	15	1,920	6	1,878	23,201	
													REIMBURSABLES @ 3%:	696
													TOTAL FOR CONSTRUCTION SUPPORT SERVICES (ROUNDED):	\$23,900

BILLING RATES (2023 FEE SCHEDULE)

⁽¹⁾ Principal Engineer	@	\$270 /Hr
⁽²⁾ Senior Engineer II	@	\$241 /Hr
⁽³⁾ Construction Inspector	@	\$152 /Hr
⁽⁴⁾ Operator III	@	\$173 /Hr
⁽⁵⁾ Staff Technican III	@	\$128 /Hr
⁽⁶⁾ 2-Man Survey Crew	@	\$313 /Hr





KRIEGER & STEWART, INCORPORATED
FEE SCHEDULE
2023

CLASSIFICATION	RATES \$/Hr.
Consulting, Design, Construction, Engineering, Environmental, Commissioning, and Surveying Services (Office)	
Principal	270.00
Senior III	255.00
Senior II	241.00
Senior I	225.00
Associate III	217.00
Associate II	211.00
Associate I	204.00
Staff III	196.00
Staff II	173.00
Staff I	151.00
Computer Aided Design Services	
Operator III	173.00
Operator II	164.00
Operator I	154.00
Surveying Services (Field)	
2 Man Crew with Standard Equipment and Survey Truck	313.00
1 Man Crew with Standard Equipment and Survey Truck	242.00
3rd Man on Crew	145.00
Construction Services (Field)	
Construction Engineer	217.00
Electrical Inspector	192.00
Construction Inspector:	
Regular Time	152.00
Overtime:	
Weekdays (8 hours to 12 hours)	181.00
Weekdays (More than 12 hours)	218.00
Saturday (12 hours or less)	181.00
Saturday (More than 12 hours)	218.00
Sunday and Holiday (Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the Day After, Christmas Day)	218.00
Support Services	
Staff Technician III	128.00
Staff Technician II	122.00
Staff Technician I	117.00
Utility Clerk III	92.00
Utility Clerk II	85.00
Utility Clerk I	84.00



KRIEGER & STEWART, INCORPORATED
FEE SCHEDULE
2023
(continued)

CLASSIFICATION	RATES \$/Hr.
Outside Services	
Special Consultants and Purchased Services	Cost + 15%
Reimbursable Expenses	
Vehicle Mileage	0.72 /Mile
Travel and Subsistence, including Air Fare, Ground Fare, and Vehicle Parking	Cost
Specialized Rental Equipment	Cost
Copies, Delivery, Postage, Prints, Telephone, and Sundry Charges	Cost

The above rates are subject to change on or about January 1 each year due to salary and cost increases, except for Construction Inspector and Survey Crew rates which are also subject to change if California Department of Industrial Relations issues new prevailing wage determinations during the course of the year. A gasoline surcharge may be included in response to increased prices; no such surcharge will be included on project invoices without prior notification.

TERMS OF PAYMENT:

Unless charge accommodations have been established beforehand, all accounts shall be prepaid. For accounts having charge accommodations, payment in full shall be made within 30 days of date of invoice. Any amount unpaid within said 30 days will be assessed a service charge of 1-1/2% per month (18% annual percentage rate), with a minimum charge of 1.00. Accounts with a past due balance of 30 days or more are subject, without notice, to credit discontinuance and mechanic's lien or stop notice. If it becomes necessary for Krieger & Stewart to initiate legal proceedings for the collection of any balance due, the action shall be brought and tried in the Judicial Districts wherein Krieger & Stewart offices are located. Client agrees that the court may award reasonable attorney's fees and costs of suit to the prevailing party.

2023-FEES (10/25/2022)

From: Kris J. Kofoed <kkofloed@dokkenengineering.com>
Sent: Thursday, March 2, 2023 11:14 AM
To: Nakhoul, Gus; Ted Beckwith
Cc: Juann Ramos; Ahmed, Umer; Garcia, Alexander; Brian Laddusaw; Jaclyn Makarzec; Yvonne Reyes
Subject: RE: CO-0528 Market Street Bridge Project - Rubidoux Community Services District Relocation Plans

Hi Ted,

In addition to Gus' email below, having your relocations completed by August 1st is acceptable. The City of Jurupa Valley is also aware of the relocations, and they have let their encroachment permit office know of the upcoming application. To help in expediting your application please contact Kahono Oei (koei@jurupavalley.org) prior to submitting it, he has indicated that he will assist in expediting its approval.

If you have any questions or need any additional information please let me know.



Kris Kofoed, PE

Senior Engineer | Dokken Engineering
Phone: 916.858.0642 | Mobile: 916.337.7657
Email: kkofloed@dokkenengineering.com
110 Blue Ravine Road, Suite 200 | Folsom, CA 95630
www.dokkenengineering.com

From: Nakhoul, Gus <GNakhoul@rivco.org>
Sent: Thursday, March 2, 2023 11:08 AM
To: Ted Beckwith <tbeckwith@rcsd.org>; Kris J. Kofoed <kkofloed@dokkenengineering.com>
Cc: Juann Ramos <jramos@dokkenengineering.com>; Ahmed, Umer <UAhmed@RIVCO.ORG>; Garcia, Alexander <AleGarcia@Rivco.org>; Brian Laddusaw <bladdusaw@rcsd.org>; Jaclyn Makarzec <jmakarzec@kriegerandstewart.com>; Yvonne Reyes <yreyes@rcsd.org>
Subject: RE: CO-0528 Market Street Bridge Project - Rubidoux Community Services District Relocation Plans

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ted, thank you for your expeditious response.

Gus Nakhoul, P.E.

Sr. Civil Engineer

**County of Riverside
Transportation Department**

Utility Coordination Unit

3525 14th Street, Riverside, CA 92501

Phone: (951) 955-9501

Fax: (951) 955-3164
Email: gnakhoul@rivco.org
Site: www.rctlma.org



From: Ted Beckwith <tbeckwith@rcsd.org>
Sent: Thursday, March 2, 2023 11:06 AM
To: Nakhoul, Gus <GNakhoul@rivco.org>; Kris J. Kofoed <kkofloed@dokkenengineering.com>
Cc: Juann Ramos <jramos@dokkenengineering.com>; Ahmed, Umer <UAhmed@RIVCO.ORG>; Garcia, Alexander <AleGarcia@Rivco.org>; Brian Laddusaw <bladdusaw@rcsd.org>; Jaclyn Makarzec <jmakarzec@kriegerandstewart.com>; Yvonne Reyes <yreyes@rcsd.org>
Subject: RE: CO-0528 Market Street Bridge Project - Rubidoux Community Services District Relocation Plans

Our plans are nearly complete and the District sent to the County through Dokken Engineers a 90% set in June 2022 but hasn't heard much otherwise since. Nevertheless I think the District should be able to advertise in the next couple of weeks and award the contract in April. It is a relatively small project so it should be able to be completed in a couple of months given no supply chain constraints effecting construction.

Sincerely,
Ted



Ted Beckwith
Director of Engineering
Rubidoux Community Services District
3590 Rubidoux Blvd.
Jurupa Valley, CA 92509
(951) 684-7580

From: Nakhoul, Gus <GNakhoul@rivco.org>
Sent: Thursday, March 2, 2023 7:50 AM
To: Ted Beckwith <tbeckwith@rcsd.org>; Kris J. Kofoed <kkofloed@dokkenengineering.com>
Cc: Juann Ramos <jramos@dokkenengineering.com>; Ahmed, Umer <UAhmed@RIVCO.ORG>; Garcia, Alexander <AleGarcia@Rivco.org>; Brian Laddusaw <bladdusaw@rcsd.org>; Jaclyn Makarzec <jmakarzec@kriegerandstewart.com>; Yvonne Reyes <yreyes@rcsd.org>
Subject: RE: CO-0528 Market Street Bridge Project - Rubidoux Community Services District Relocation Plans

Good morning Ted,

This project has been in the work for over a year and all the stakeholder aware of the projects. Utility Letters were sent out. I see that the district is just getting started on the relocation plans, and eventually is going to a bidding process which might impact the overall schedule. Is there way we could expedite

the process as not to impact our schedule? Your cooperation on this matter is greatly appreciated.
Thanks.

Gus Nakhoul, P.E.

Sr. Civil Engineer

**County of Riverside
Transportation Department
Utility Coordination Unit**

3525 14th Street, Riverside, CA 92501

Phone: (951) 955-9501

Fax: (951) 955-3164

Email: gnakhoul@rivco.org

Site: www.rctlma.org



From: Ted Beckwith <tbeckwith@rcsd.org>

Sent: Wednesday, March 1, 2023 5:32 PM

To: Kris J. Kofoed <kkofloed@dokkenengineering.com>

Cc: Juann Ramos <jramos@dokkenengineering.com>; Ahmed, Umer <UAhmed@RIVCO.ORG>; Nakhoul, Gus <GNakhoul@rivco.org>; Garcia, Alexander <AleGarcia@Rivco.org>; Brian Laddusaw <bladdusaw@rcsd.org>; Jaclyn Makarzec <jmakarzec@kriegerandstewart.com>; Yvonne Reyes <yreyes@rcsd.org>

Subject: RE: CO-0528 Market Street Bridge Project - Rubidoux Community Services District Relocation Plans

Kris,

Sorry for the confusion on my part on how the water pipeline was going to be relocated. Since the notice was given to the District a month after the range for completion from February 1 to June 1, the District requests the completion be extended to July 1. The District needs to finalize the set, go out to bid, award the contract and construct the improvements which is not practicable in the time frame given. If every thing goes perfectly July 1 will be a rushed schedule but probably doable. Another month to August 1 would be more comfortable. Please allow the District an extension in time due to the late notice and tight completion schedule granted.

Sincerely,

Ted



Ted Beckwith
Director of Engineering

Rubidoux Community Services District
3590 Rubidoux Blvd.
Jurupa Valley, CA 92509
(951) 684-7580

From: Kris J. Kofoed <kkofloed@dokkenengineering.com>
Sent: Wednesday, March 1, 2023 11:23 AM
To: Ted Beckwith <tbeckwith@rcsd.org>
Cc: Juann Ramos <jramos@dokkenengineering.com>; Umer Ahmed <uahmed@rivco.org>; Gus Nakhoul <gnakhoul@rivco.org>; Garcia, Alexander <alegarcia@rivco.org>; Brian Laddusaw <bladdusaw@rcsd.org>; Jaclyn Makarzec <jmakarzec@kriegerandstewart.com>; Yvonne Reyes <yreyes@rcsd.org>
Subject: RE: CO-0528 Market Street Bridge Project - Rubidoux Community Services District Relocation Plans

Hi Ted,

It appears there may have been some confusion regarding the construction of the RCSD relocations. The intent is that all utility companies complete their relocations separate from the bridge construction, utilizing their own forces or third party contractor.

Regarding the timeline for the relocations, the timeline provided in the NTO was given to make sure that all relocations are complete prior to the bridge contractor beginning their work. The date also provides some float should utility companies timelines slip. The County and Cities did not want to put a date close to the start of the bridge construction on the chance relocations are running behind; when this happens, it opens to the bridge project to delay claims due to utilities still being in conflict.

If you would like to discuss further please let me know.



Kris Kofoed, PE

Senior Engineer | Dokken Engineering
Phone: 916.858.0642 | Mobile: 916.337.7657
Email: kkofloed@dokkenengineering.com
110 Blue Ravine Road, Suite 200 | Folsom, CA 95630
www.dokkenengineering.com

From: Ted Beckwith <tbeckwith@rcsd.org>
Sent: Wednesday, March 1, 2023 10:57 AM
To: Kris J. Kofoed <kkofloed@dokkenengineering.com>
Cc: Juann Ramos <jramos@dokkenengineering.com>; Umer Ahmed <uahmed@rivco.org>; Gus Nakhoul <gnakhoul@rivco.org>; Garcia, Alexander <alegarcia@rivco.org>; Brian Laddusaw <bladdusaw@rcsd.org>; Jaclyn Makarzec <jmakarzec@kriegerandstewart.com>; Yvonne Reyes <yreyes@rcsd.org>

Subject: RE: CO-0528 Market Street Bridge Project - Rubidoux Community Services District Relocation Plans

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Kris,

I was under the impression that this work would be done by the county's contractor under the bridge construction project. Is this not the case now?

Also, the notice is dated March 1, 2023 yet the period to perform the work is from February 1, 2023 to June 1, 2023 for a project beginning in late fall 2023 (October?). This seems onerous on the District as the District will need to bid the project, award the project and then build the project. How was this time-line determined? Why is the District being given notice a month after the time period in which the District is to perform this work?

The District has a meeting scheduled tomorrow to discuss various projects with the City of Jurupa Valley and I will add this to the agenda as it also effects the City of Jurupa Valley.

Sincerely,
Ted



Ted Beckwith
Director of Engineering

Rubidoux Community Services District
3590 Rubidoux Blvd.
Jurupa Valley, CA 92509
(951) 684-7580

From: Kris J. Kofoed <kkofloed@dokkenengineering.com>

Sent: Wednesday, March 1, 2023 10:48 AM

To: Ted Beckwith <tbeckwith@rcsd.org>

Cc: Juann Ramos <jramos@dokkenengineering.com>; Umer Ahmed <uahmed@rivco.org>; Gus Nakhoul <gnakhoul@rivco.org>; Garcia, Alexander <alegarcia@rivco.org>

Subject: RE: CO-0528 Market Street Bridge Project - Rubidoux Community Services District Relocation Plans

Good Morning Ted,

The Market Street Bridge Replacement project is moving forward and the County anticipates construction to begin late fall 2023. Attached for your use is the formal Notice to Owner (NTO) to relocate the RCSD facilities in conflict with the County/Cities project.

If you have any questions please let me know.

Thanks



Kris Kofoed, PE

Senior Engineer | Dokken Engineering
Phone: 916.858.0642 | Mobile: 916.337.7657
Email: kkofoed@dokkenengineering.com
110 Blue Ravine Road, Suite 200 | Folsom, CA 95630
www.dokkenengineering.com

From: Kris J. Kofoed
Sent: Wednesday, June 29, 2022 11:15 AM
To: Ted Beckwith <tbeckwith@rcsd.org>
Cc: Juann Ramos <jramos@dokkenengineering.com>; Sharill Rivera-Rodriguez <SRivera-Rodriguez@dokkenengineering.com>
Subject: RE: CO-0528 Market Street Bridge Project - Rubidoux Community Services District Relocation Plans

Thank you Ted.



Kris Kofoed, PE

Senior Engineer | Dokken Engineering
Phone: 916.858.0642 | Mobile: 916.337.7657
Email: kkofoed@dokkenengineering.com
110 Blue Ravine Road, Suite 200 | Folsom, CA 95630
www.dokkenengineering.com

From: Ted Beckwith <tbeckwith@rcsd.org>
Sent: Tuesday, June 28, 2022 5:01 PM
To: Kris J. Kofoed <kkofoed@dokkenengineering.com>
Cc: Juann Ramos <jramos@dokkenengineering.com>; Sharill Rivera-Rodriguez <SRivera-Rodriguez@dokkenengineering.com>
Subject: RE: CO-0528 Market Street Bridge Project - Rubidoux Community Services District Relocation Plans

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Kris,

Attached are the District's 90% plans for the water relocation at the Market Street Bridge Project.

Sincerely,
Ted



Ted Beckwith
Director of Engineering

Rubidoux Community Services District
3590 Rubidoux Blvd.
Jurupa Valley, CA 92509
(951) 684-7580

From: Kris J. Kofoed <kkofloed@dokkenengineering.com>
Sent: Tuesday, June 28, 2022 11:15 AM
To: Ted Beckwith <tbeckwith@rcsd.org>
Cc: Juann Ramos <jramos@dokkenengineering.com>; Sharill Rivera-Rodriguez <SRivera-Rodriguez@dokkenengineering.com>
Subject: RE: C0-0528 Market Street Bridge Project - Rubidoux Community Services District Relocation Plans

Hi Ted,

Bluebeam is fine if that is easiest for you. If not a simple a pdf also works on our end.

Thanks



Kris Kofoed, PE

Senior Engineer | Dokken Engineering
Phone: 916.858.0642 | Mobile: 916.337.7657
Email: kkofloed@dokkenengineering.com
110 Blue Ravine Road, Suite 200 | Folsom, CA 95630
www.dokkenengineering.com

From: Ted Beckwith <tbeckwith@rcsd.org>
Sent: Tuesday, June 28, 2022 5:38 AM
To: Kris J. Kofoed <kkofloed@dokkenengineering.com>
Cc: Juann Ramos <jramos@dokkenengineering.com>; Sharill Rivera-Rodriguez <SRivera-Rodriguez@dokkenengineering.com>
Subject: RE: C0-0528 Market Street Bridge Project - Rubidoux Community Services District Relocation Plans

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Kris,

The District has finished the plans. I can send them to you but am wondering if you utilize Bluebeam for project coordination as I can send it to you that way also if it works better for you.

Sincerely,

Ted



Ted Beckwith
Director of Engineering

Rubidoux Community Services District
3590 Rubidoux Blvd.
Jurupa Valley, CA 92509
(951) 684-7580

From: Kris J. Kofoed <kkofloed@dokkenengineering.com>
Sent: Monday, June 27, 2022 12:01 PM
To: Ted Beckwith <tbeckwith@rcsd.org>
Cc: Juann Ramos <jramos@dokkenengineering.com>; Sharill Rivera-Rodriguez <SRivera-Rodriguez@dokkenengineering.com>
Subject: CO-0528 Market Street Bridge Project - Rubidoux Community Services District Relocation Plans

Hi Ted,

It has been a while since we last heard from RCSD regarding the Market Street Bridge Project, so I hope this email finds you well. I just wanted to touch base with you to get an update on your relocation plans. I believe when you last spoke with Juann Ramos and you were getting a consultant on board to prepare the plans. Any update you can provide us would be greatly appreciated.

If you have any questions please don't hesitate to reach out.

Thank you and have a wonderful day.



Kris Kofoed, PE

Senior Engineer | Dokken Engineering
Phone: 916.858.0642 | Mobile: 916.337.7657
Email: kkofloed@dokkenengineering.com
110 Blue Ravine Road, Suite 200 | Folsom, CA 95630
www.dokkenengineering.com

From: Ted Beckwith <tbeckwith@rcsd.org>
Sent: Friday, December 17, 2021 10:00 AM
To: Juann Ramos <jramos@dokkenengineering.com>
Cc: Garcia, Alexander <AleGarcia@Rivco.org>; Mendoza, Jesse <JESMENDO@RIVCO.ORG>; Raya Cruz, Emmanuel <ERayaCruz@rivco.org>; Nakhoul, Gus <GNakhoul@rivco.org>; Ahmed, Umer <UAhmed@RIVCO.ORG>; Kris J. Kofoed <kkofloed@dokkenengineering.com>
Subject: RE: CO-0528 - Market Street Project-Rubidoux Community Services District

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Juann,

The District wants to know that the County actually has the funding in place to construct this project before expending District funds towards design of this project. Please clarify that there are funds available to build this project and the source of those funds.

Sincerely,
Ted



Ted Beckwith
Director of Engineering

Rubidoux Community Services District
3590 Rubidoux Blvd.
Jurupa Valley, CA 92509
(951) 684-7580

From: Juann Ramos <jramos@dokkenengineering.com>
Sent: Thursday, November 11, 2021 3:45 PM
To: Ted Beckwith <tbeckwith@rcsd.org>
Cc: Garcia, Alexander <AleGarcia@Rivco.org>; Mendoza, Jesse <JESMENDO@RIVCO.ORG>; Raya Cruz, Emmanuel <ERayaCruz@rivco.org>; Nakhoul, Gus <GNakhoul@rivco.org>; Ahmed, Umer <UAhmed@RIVCO.ORG>; Kris J. Kofoed <kkofoed@dokkenengineering.com>
Subject: RE: CO-0528 - Market Street Project-Rubidoux Community Services District

Hi Ted,

Additionally, Dokken had the opportunity to coordinate with your consultant Jacklyn Makarzec from Krieger & Stewart, Incorporated (see attached emails) regarding the necessary conflict maps for the Market St project. I believe she has everything she needs to prepare the relocation plans. Based on the timelines provided by Umer below, we are requesting the relocation plans from Rubidoux Community Services District as soon as possible so we can incorporate them with our 95% design.

Let us know if you need any additional information.

Thx

Juann Ramos, PE
Dokken Engineering
916-337-8981

From: Ahmed, Umer <UAhmed@RIVCO.ORG>
Sent: Wednesday, November 10, 2021 4:28 PM

To: Ted Beckwith <tbeckwith@rcsd.org>

Cc: Garcia, Alexander <AleGarcia@Rivco.org>; Mendoza, Jesse <JESMENDO@RIVCO.ORG>; Raya Cruz, Emmanuel <ERayaCruz@rivco.org>; Nakhoul, Gus <GNakhoul@rivco.org>; Juann Ramos <jramos@dokkenengineering.com>

Subject: RE: C0-0528 - Market Street Project-Rubidoux Community Services District

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Good Afternoon Ted,

I believe our Consultant Dokken's project manager (Juann Ramos, copied in the email), reached out to you and your consultant some times last year. Regarding the project status, currently we just finished 65% plans, we are planning to advertise the project sometimes Dec 2022, which means construction will start after March 2023. This is just a preliminary schedule and subject to change due to any unavoidable circumstances. Also, I just talked to Juann, he will contact you this week to update you regarding the project and can answer any other question you may have.

If you have any questions you can either reach out to me, or contact Juann at 916-337-8981.

Regards,

Umer Ahmed, P.E.
Engineering Project Manager
Office: (951) 955-1637
Cell: (951) 205-7649
uahmed@rivco.org

From: Nakhoul, Gus <GNakhoul@rivco.org>

Sent: Wednesday, November 10, 2021 3:05 PM

To: Ahmed, Umer <UAhmed@RIVCO.ORG>

Cc: Ted Beckwith <tbeckwith@rcsd.org>; Garcia, Alexander <AleGarcia@Rivco.org>; Mendoza, Jesse <JESMENDO@RIVCO.ORG>; Raya Cruz, Emmanuel <ERayaCruz@rivco.org>

Subject: C0-0528 - Market Street Project-Rubidoux Community Services District

Umer,

I received call from Ted Beckwith, Director of Engineering at Rubidoux Community Services District inquiring about the status of the project and the timeline as to when will the project breaks ground. His concern is part of Rubidoux facility within the project limit needs to be relocated or raised. He needs to know the timeline to hire a consultant to prepare plans for facility relocation. Please give him a call or email him with the info requested. Ted could be reached at 951-512-1255. I have included him in this email. Thanks

Gus Nakhoul, P.E.

Sr. Civil Engineer

County of Riverside Transportation Department

Utility Coordination Unit

3525 14th Street, Riverside, CA 92501

Phone: (951) 955-9501

Fax: (951) 955-3164

Email: gnakhoul@rivco.org

Site: www.rctlma.org



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[County of Riverside California](#)

Rubidoux Community Services District

Board of Directors

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

General Manager
Jeffrey D. Sims



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

DIRECTORS MEMORANDUM 2021-72

October 21, 2021

To: Rubidoux Community Services District
 Board of Directors

Subject: Consider Award of a Contract for Professional Services for the Preparation of Bid Documents for the Replacement of a Water Pipeline Crossing Market Street due to Construction of a New Bridge Approach

BACKGROUND:

The County of Riverside, Transportation and Land Management Agency (TLMA) is in process of preparing bid documents for the Market Street Bridge Replacement Project. The Engineer for TLMA sent to Rubidoux Community Services District (District) plans depicting the location of the new bridge approach. Based on information shown in these plans an existing District owned Water Pipeline crossing Market Street near Via Cerro and 24th Street needs to be relocated. The relocation is necessary because the required depth of cover over the District owned Water Pipeline will not be sufficient during construction of the bridge and placement of new road base. There is no way to protect this shallow depth pipeline during placement and compaction of road base because any method of protection would obstruct and interfere with the installation of the road base.

The District needs to have a set of plans and specifications for relocation of the pipeline so this work can be included in the overall Bridge Project bidding package. Staff requested and received from Krieger and Stewart (K&S) a proposal for doing this engineering work. Their estimate is attached and includes optional bid assistance in the event this work is not included in the County's Bridge Project Bid Package and the District proceeds with bidding this work separately. Staff recommends approving the entire proposal including the optional bid assistance but not authorize them to proceed with the optional work until it is confirmed the District would need to bid this work separately. The total proposal is \$53,000 including the optional bid assistance work valued at \$3,400. If the Board authorizes staff to proceed with this effort, the task order issued to Krieger and Stewart would have a Phase 1 amount of \$49,600, and an optional Phase 2 amount of \$3,400.

Since this water replacement effort was not anticipated during the FY 2022 Budget preparation effort, a budget amendment will be necessary. The amendment proposes moving \$53,000 from Water Fund reserves to the Water Replacement Fund – Operating Expenses with a new project expense referred to as Market Street Bridge Pipeline Relocation.

RECOMMENDATION:

Staff recommends the Board of Directors authorize the General Manager to:

1. Amend the FY 2022 Budget by moving \$53,000 from Water Fund reserves to the Water Replacement Fund – Operating Expenses with a new project expense referred to as the Market Street Bridge Pipeline Relocation.
2. Sign a phased Task Order to Webb and Associates to perform this work with Phase 1 in the amount of \$49,600 for design, and Phase 2 in the amount of \$3,400 for bidding assistance (which will be used only if the water pipeline relocation is bid separate from the overall County Market Street Bridge Project).

Respectfully,

JEFFREY D. SIMS, P. E.
General Manager

Attach:

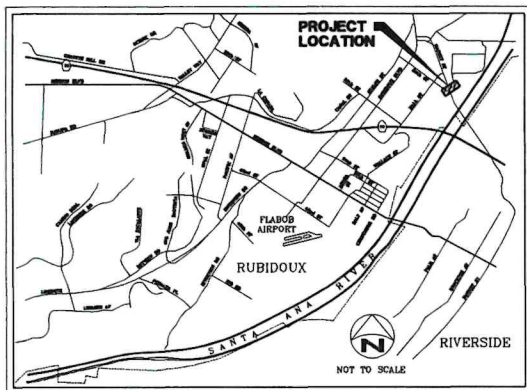
1. Krieger and Stewart Proposal
2. Email from County of Riverside for the Market Street Bridge Replacement Project

RUBIDOUX COMMUNITY SERVICES DISTRICT

MARKET STREET AND 24TH STREET PIPELINE RELOCATION



VICINITY MAP



LOCATION MAP

DRAWING INDEX

SHEET No.	DESCRIPTION
1	TITLE SHEET, LOCATION AND VICINITY MAPS, AND DRAWING INDEX
2	CONSTRUCTION NOTES
3	PLAN AND PROFILE - STA.10+05.0± TO STA.12+02.0±

LEGEND

SYMBOL	DESCRIPTION
	EXISTING EDGE OF PAVEMENT
	EXISTING WATERLINE
	EXISTING ELECTRICAL FACILITY
	EXISTING OVERHEAD ELECTRICAL FACILITY
	EXISTING GAS FACILITY
	EXISTING SEWER FACILITY
	EXISTING SEWER FORCE MAIN FACILITY
	EXISTING STORM DRAIN FACILITY
	EXISTING TELEPHONE FACILITY
	EXISTING FIBER OPTIC FACILITY
	EXISTING TELEPHONE MANHOLE
	EXISTING POWER POLE
	EXISTING RIGHT-OF-WAY
	PROPOSED PIPELINE
	UTILITY INTERFERENCE FLAG, APPROXIMATE LOCATION OF INTERFERENCE WITH TYPE OF UTILITY INDICATED BY ABBREVIATION: CATV- CABLE TV, E- ELECTRIC, G- GAS, S- SEWER, SD- STORM DRAIN, T- TELEPHONE, TR- TRAFFIC, AND W- WATER.
PVC	POLYVINYL CHLORIDE PIPE

ONE: 04-2013-1582-01.PLC NO. 387-15.02 - UPDATE PLS. TIME: 04/04/22 - PLOT TIME: 04/04/22 - PLOT SCALE: 1:1



VERIFY SCALES
 BAR IS ONE INCH ON ORIGINAL DRAWING.
 0" 1"
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

RUBIDOUX COMMUNITY SERVICES DISTRICT					
APPROVED BY	TED BECHTOLD DIRECTOR OF ENGINEERING	DATE		SYN	REVISIONS

K&S KRIEGER & STEWART
 Engineering Consultants
 3603 University Avenue • Riverside, CA 92501
 www.kstgroup.com • 951-686-6500

APPROVED BY _____
 REGISTERED ENGINEER No. _____ DATE _____

SCALE	AS SHOWN
FIELD BOOK	N/A
DESIGN	SS
DRAWN	SPK
CHECKED	SS

RUBIDOUX COMMUNITY SERVICES DISTRICT

MARKET STREET AND 24TH STREET
PIPELINE RELOCATION

**TITLE SHEET, LOCATION AND VICINITY
MAPS, AND DRAWING INDEX**

SHEET 1
OF 3 SHEETS
E.C.S.S. PLAN No.

CONSTRUCTION NOTES

GENERAL NOTES:


1. APPROVAL OF RCSD IMPLIES NO PERMISSION OTHER THAN THAT WITHIN THE RCSD JURISDICTION. ALL PERMITS SHALL BE ACQUIRED BY CONTRACTOR.
2. CONTRACTOR SHALL PROVIDE TRENCH PROTECTION AND CONDUCT ALL CONSTRUCTION IN ACCORDANCE WITH CAL-OSHA REQUIREMENTS AND SHALL DETERMINE DEPTH AND LOCATION OF EXISTING UNDERGROUND FACILITIES PRIOR TO TRENCHING.
3. PIPE SHALL BE HANDLED SO AS TO PROTECT PIPE AT ALL TIMES AND SHALL BE CAREFULLY BEDDED TO PROVIDE CONTINUOUS BEARING AND TO PREVENT UNEVEN SETTLEMENT. PIPE SHALL BE PROTECTED AGAINST FLOTATION AT ALL TIMES. OPEN ENDS SHALL BE SEALED AT ALL TIMES WHEN CONSTRUCTION IS NOT IN PROGRESS.
4. PIPELINE BACKFILL SHALL BE COMPACTED TO EITHER 90% RELATIVE DENSITY OR IN ACCORDANCE WITH THE REQUIREMENTS OF THE AGENCY HAVING JURISDICTION, WHICHEVER IS MORE STRINGENT.
5. CONTRACTOR SHALL WARRANTY ALL WORK FOR 12 MONTHS AFTER DATE OF NOTICE OF COMPLETION.
6. THE LOCATIONS OF EXISTING UNDERGROUND FACILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND ARE BASED ON INFORMATION PROVIDED BY OTHERS. CONTRACTOR SHALL EXERCISE CARE DURING EXCAVATIONS TO AVOID DAMAGE TO SAID FACILITIES. CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UNDERGROUND FACILITIES PRIOR TO COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY DAMAGES WHICH RESULT FROM HIS FAILURE TO EXACTLY LOCATE AND PROTECT ANY AND ALL FACILITIES.

AT LEAST 48 HOURS BEFORE COMMENCING ANY EXCAVATION, CONTRACTOR SHALL REQUEST UNDERGROUND SERVICE ALERT (811) AND NON-MEMBER COMPANIES OR UTILITIES TO MARK OR OTHERWISE INDICATE THE LOCATION(S) OF THEIR SUBSURFACE FACILITIES INCLUDING, BUT NOT LIMITED TO, STRUCTURES, VAULTS, VALVES, CONDUCTORS, CONDUIT, CABLES, AND SERVICE CONNECTIONS.
7. EXISTING IMPROVEMENTS INCLUDING WHERE DAMAGED OR REMOVED BY CONSTRUCTION SHALL BE REPLACED IN KIND. LIMITS OF REMOVAL AND REPLACEMENT SHALL BE APPROVED BY RCSD PRIOR TO COMMENCING REPLACEMENT CONSTRUCTION ACTIVITIES.

DUCTILE IRON PIPE RELOCATION NOTES:

1. ALL EXISTING IMPROVEMENTS AND UTILITIES ARE SHOWN BASED ON EXISTING RECORD DRAWINGS FOR 16" DUCTILE IRON PIPELINE. FIELD SURVEYS TO VERIFY EXISTING IMPROVEMENTS AND UTILITIES SHOWN WERE NOT PERFORMED.
2. PRIOR TO CONSTRUCTION OF PROPOSED 16" DUCTILE IRON PIPELINE, CONTRACTOR SHALL EXCAVATE AND EXPOSE ("POTHOLE") ALL EXISTING UTILITIES, BOTH CROSSING AND PARALLEL TO THE PROPOSED PIPELINE, THAT MAY INTERFERE WITH THE CONSTRUCTION OF PROPOSED 16" DUCTILE IRON RELOCATION PIPELINE, AS WELL AS CONNECTION POINTS.
3. CONTRACTOR SHALL ADJUST HORIZONTAL AND VERTICAL LOCATION OF THE PROPOSED 16" PIPELINE TO AVOID ALL UTILITY CONFLICTS AND CLEAR ALL EXISTING UTILITIES BY 1" MINIMUM, BASED ON HIS MEASUREMENTS, AT NO ADDITIONAL COST TO THE COUNTY AND RCSD.
4. IF POTENTIAL CONFLICT WITH THE PROPOSED 16" PIPELINE IS DISCOVERED, CONTRACTOR SHALL IMMEDIATELY NOTIFY COUNTY AND RCSD.
5. PRIOR TO CONNECTING PROPOSED RELOCATION PIPELINE TO EXISTING RCSD SYSTEM, SAID PROPOSED PIPELINE SHALL BE TESTED AND DISINFECTED BY CONTRACTOR. CONTRACTOR SHALL PROVIDE ALL NECESSARY OUTLETS FOR TESTING AND DISINFECTION OF SAID PROPOSED PIPELINE.

PWC NO. 202-1860-28 (PL NO. 202-1862) UPDATE BY: TMM, PWD, ENG... SS... PLOT DATE: 04/04/22, PLOT TIME: 11:17AM, PLOT SCALE: 1"=1'

VERIFY SCALES			
BAR IS ONE INCH ON ORIGINAL DRAWING			
			
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY			
SYM	REVISIONS	DATE	BY



KRIEGER & STEWART
Engineering Consultants
3603 University Avenue • Riverside, CA 92501
www.krieglerandstewart.com • 951-684-6900

APPROVED BY: _____ DATE: _____
REGISTERED ENGINEER No. _____

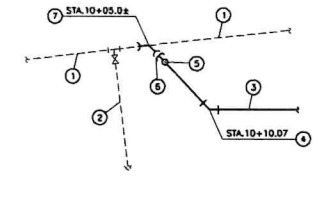
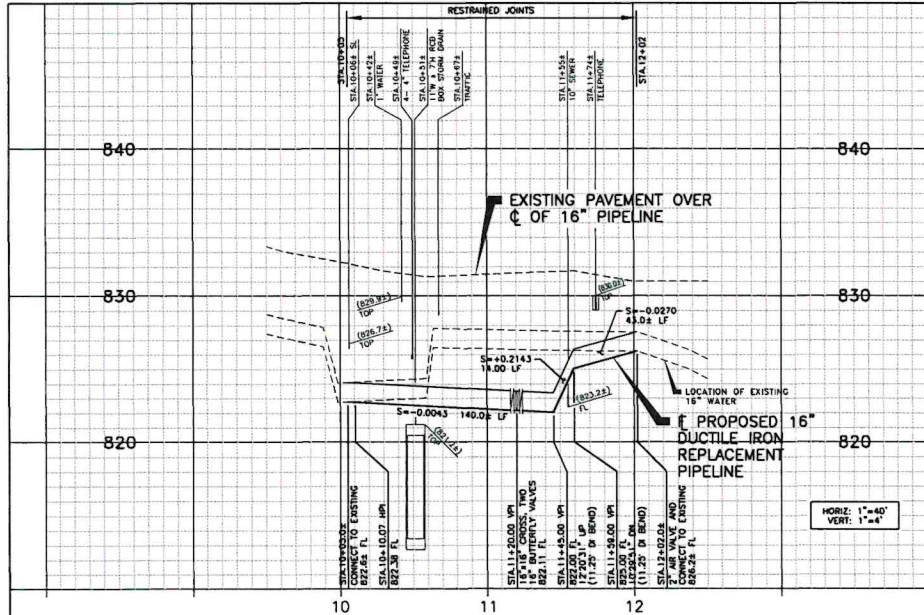
SCALE	AS SHOWN
FIELD BOOK	N/A
DESIGN	SS
DRAWN	SPK
CHECKED	SS

RUBIDOUX COMMUNITY SERVICES DISTRICT

MARKET STREET AND 24TH STREET
PIPELINE RELOCATION

CONSTRUCTION NOTES

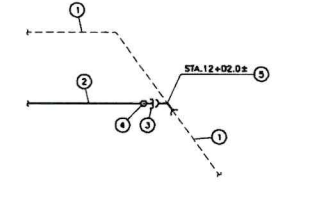
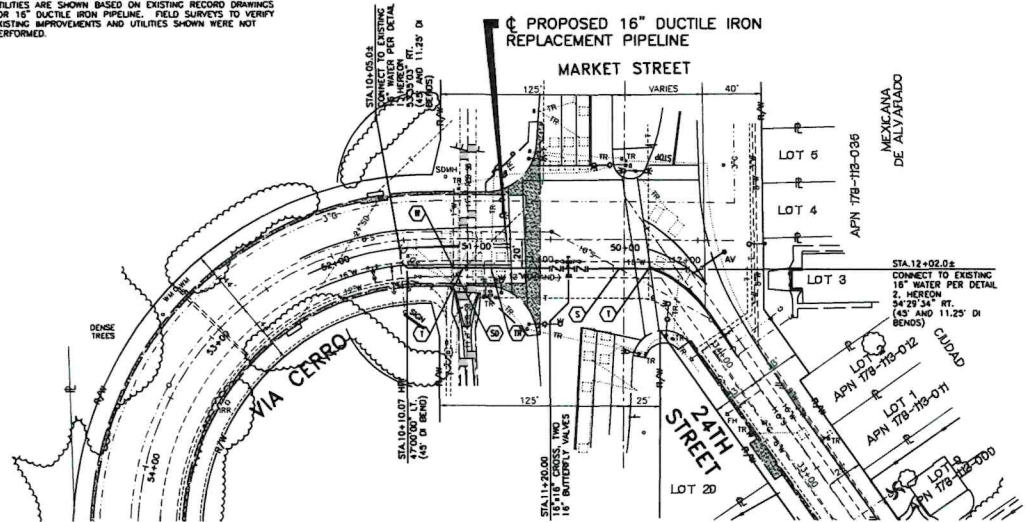
SHEET
2
OF 3 SHEETS
R.C.S.D. PLAN NO.



- LEGEND:**
- ① EXISTING 16" DUCTILE IRON PIPELINE.
 - ② EXISTING 6" FIRE HYDRANT.
 - ③ 16" DUCTILE IRON RELOCATION PIPELINE.
 - ④ 12"x45" DUCTILE IRON BEND.
 - ⑤ TEMPORARY 2" TOP OUTLET FOR TESTING.
 - ⑥ TEMPORARY 16" PLUG OR CAP FOR TESTING.
 - ⑦ 18"x45" AND 18"x11.25" BENDS BOLTED TOGETHER TO ACHIEVE REQUIRED CONNECTION ANGLE.
- NOTES:**
1. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL EXCAVATE AND EXPOSE EXISTING 16" DUCTILE IRON PIPELINE AT CONNECTION POINT TO DETERMINE ITS EXACT LOCATION (HORIZONTAL AND VERTICAL), DIAMETER, AND MATERIAL.
 2. CONTRACTOR SHALL BEGIN CONSTRUCTION WITH TEMPORARY 16" MJ PLUG OR CAP AND 2" TOP OUTLET FOR TESTING.
 3. AFTER 16" PIPELINE HAS BEEN TESTED AND DISINFECTED BY CONTRACTOR AND ACCEPTED BY DISTRICT, THE DISTRICT WILL CLOSE EXISTING VALVE TO ISOLATE THE CONNECTION LOCATION. THEREAFTER, CONTRACTOR SHALL CUT AND REMOVE PORTION OF EXISTING 16" PIPELINE AS REQUIRED FOR CONNECTION WORK, Dewater EXISTING AND PROPOSED PIPELINES SO THAT NO OPEN END OF THE EXISTING OR PROPOSED PIPELINE BECOME SUBMERGED. PLUG 2" TOP OUTLET, AND INSTALL 16" CONNECTION TO EXISTING SYSTEM WITH RESTRAINED JOINTS, INCLUDING ALL FITTINGS AND PIPING.
 4. CONNECTION PIPING AND FITTINGS SHALL BE KEPT CLEAN DURING INSTALLATION AND SHALL BE SWABBED WITH CHLORINE SOLUTION BEFORE INSTALLATION.
 5. CONTRACTOR SHALL FURNISH ALL SURVEYING AND MEASUREMENTS REQUIRED TO DETERMINE EXACT LOCATION, DIAMETER, AND ALIGNMENT OF EXISTING 16" PIPELINE AT CONNECTED POINTS.

CONNECTION DETAIL 1 AT STA.10+05.0±
N.T.S.

NOTE:
ALL EXISTING IMPROVEMENTS, PROPOSED IMPROVEMENTS, AND UTILITIES ARE SHOWN BASED ON EXISTING RECORD DRAWINGS FOR 16" DUCTILE IRON PIPELINE. FIELD SURVEYS TO VERIFY EXISTING IMPROVEMENTS AND UTILITIES SHOWN WERE NOT PERFORMED.



- LEGEND:**
- ① EXISTING 16" DUCTILE IRON PIPELINE.
 - ② 16" DUCTILE IRON RELOCATION PIPELINE.
 - ③ TEMPORARY 16" PLUG OR CAP FOR TESTING.
 - ④ TEMPORARY 2" TOP OUTLET FOR TESTING.
 - ⑤ 18"x45" AND 18"x11.25" BENDS BOLTED TOGETHER TO ACHIEVE REQUIRED CONNECTION ANGLE.
- NOTES:**
1. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL EXCAVATE AND EXPOSE EXISTING 16" DUCTILE IRON PIPELINE AT CONNECTION POINT TO DETERMINE ITS EXACT LOCATION (HORIZONTAL AND VERTICAL), DIAMETER, AND MATERIAL.
 2. CONTRACTOR SHALL END CONSTRUCTION WITH TEMPORARY 16" MJ PLUG OR CAP AND 2" TOP OUTLET FOR TESTING.
 3. AFTER 16" PIPELINE HAS BEEN TESTED AND DISINFECTED BY CONTRACTOR AND ACCEPTED BY DISTRICT, THE DISTRICT WILL CLOSE EXISTING VALVE TO ISOLATE THE CONNECTION LOCATION. THEREAFTER, CONTRACTOR SHALL CUT AND REMOVE PORTION OF EXISTING 16" PIPELINE AS REQUIRED FOR CONNECTION WORK, Dewater EXISTING AND PROPOSED PIPELINES SO THAT NO OPEN END OF THE EXISTING OR PROPOSED PIPELINE BECOME SUBMERGED. PLUG 2" TOP OUTLET, AND INSTALL 16" CONNECTION TO EXISTING SYSTEM WITH RESTRAINED JOINTS, INCLUDING ALL FITTINGS AND PIPING.
 4. CONNECTION PIPING AND FITTINGS SHALL BE KEPT CLEAN DURING INSTALLATION AND SHALL BE SWABBED WITH CHLORINE SOLUTION BEFORE INSTALLATION.
 5. CONTRACTOR SHALL FURNISH ALL SURVEYING AND MEASUREMENTS REQUIRED TO DETERMINE EXACT LOCATION, DIAMETER, AND ALIGNMENT OF EXISTING 16" PIPELINE AT CONNECTED POINTS.

CONNECTION DETAIL 2 AT STA.12+02.0±
N.T.S.



VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

SYM	REVISIONS	DATE	BY

KRS KRIEGER & STEWART
Engineering Consultants
3603 University Avenue • Riverside, CA 92501
www.krsengineering.com • 951-684-6900

APPROVED BY _____ DATE _____
REGISTERED ENGINEER No. _____

SCALE	1"=40'
FIELD BOOK	N/A
DESIGN	SS
DRAWN	SPK
CHECKED	SS

RUBIDOUX COMMUNITY SERVICES DISTRICT
MARKET STREET AND 24TH STREET
PIPELINE RELOCATION
PLAN AND PROFILE
STA.10+05.0± TO STA.12+02.0±

SHEET
3
OF 3 SHEETS
R.C.S.D. PLAN No.

**17. Professional Services Agreement with Webb and Associates
to Generate a Map of Easements from Meets and Bounds
Descriptions for Easements at the Proposed Goldenwest Site:
DM 2023-32**

Rubidoux Community Services District

Board of Directors

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

General Manager

Brian R. Laddusaw



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

DIRECTORS MEMORANDUM 2023-32

March 16, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: Professional Services Agreement with Webb and Associates to Generate a Map of Easements from Meets and Bounds Descriptions for Easements at the Proposed Goldenwest Site

BACKGROUND:

The Rubidoux Community Services District (“District”) has been moving forward with the acquisition of land in the Right of Way between Limonite and Goldenwest within the City of Jurupa Valley (“City”). As part of this effort, under DM 2023-01, the District engaged Webb and Associates to do a Title Report and Phase 1 Environmental Assessment as a part of the due diligence in obtaining the property. The Title Report has been received and it contains several Meets and Bounds Legal Descriptions of various easements in the area but does not have Plat Maps associated with the Meets and Bounds Legal Descriptions so it is difficult to know where these easements occur on the map relative to the Goldenwest Booster Pump Site.

Staff asked Webb to provide a proposal to plot the legal descriptions on a map for ease of use in locating the easements. Webb has provided a proposal to perform this work in the amount of \$4,500. There are funds available for this effort in Line 76 of the Water Fund Budget as indicated in DM 2023-01. Staff proposes utilizing \$5,000 from this budget item to allow for a small contingency on this effort.

RECOMMENDATIONS:

Staff recommends the Board of Directors consider authorizing the General Manager to:

1. Appropriate \$5,000 from Line 76 of the Water Fund Budget for preparation of the map showing easements in the area of the Goldenwest Booster pump.
2. Sign a Task Order in the amount of \$4,500 with Webb and Associates to prepare map.

Respectfully,



BRIAN R. LADDUSAW
General Manager

Attach:

1. Webb and Associates Proposal Dated March 13, 2022
2. Title Report for the Goldenwest Booster Site

Corporate Headquarters
3788 McCray Street
Riverside, CA 92506
951.686.1070

Palm Desert Office
74967 Sheryl Avenue
Palm Desert, CA 92260
951.686.1070

Murrieta Office
41870 Kalmia Street #160
Murrieta, CA 92562
T: 951.686.1070

March 13, 2023

Sent Via Email to TBeckwith@rcsd.org

Mr. Ted Beckwith, P.E.
Director of Engineering
RUBIDOUX COMMUNITY SERVICES DISTRICT
3590 Rubidoux Blvd.
Jurupa Valley, CA 92509

RE: Proposal for Additional Mapping Services related to the proposed Goldenwest Pump Station Site Acquisition

Dear Mr. Beckwith:

Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal for Additional Mapping Services related to the proposed Goldenwest Pump Station Site Acquisition. The scope of work is as follows:

PROJECT UNDERSTANDING

RCSD desires to acquire a suitable site from the City of Jurupa Valley to relocate the Goldenwest Booster Station. WEBB has obtained a preliminary title report for the proposed site which lists various easements encumbering the site. The legal descriptions from the easements need to be mapped as they relate to the proposed site to determine the impact, if any, on the proposed site and future design of the booster station.

SCOPE OF WORK

WEBB will analyze the legal descriptions for easements provided in the preliminary title report and map those easements onto our current mapping for the project. An exhibit showing the impacts will be prepared and submitted to RCSD for review.

WEBB is committed to providing the highest quality service to the District and to provide quality engineering services for this project. Our fee for these services is **\$4,500** and will be billed on a lump sum percent complete basis.

If you find this proposal acceptable, please notify our office so a contract agreement can be prepared. We appreciate this opportunity to be of service to your firm and look forward to hearing from you. If you have any questions regarding this proposal, please contact us at 951-686-1070.



Sincerely,

ALBERT A. WEBB ASSOCIATES

Handwritten signature of Bradley A. Sackett in black ink.

Bradley A. Sackett, P.E.
Senior Engineer

Handwritten signature of Bruce Davis in black ink.

Bruce Davis, P.E.
Senior Vice President



Jimmy Morada
Associate Senior
Underwriter/Advisory Title
Officer

Stewart Title Guaranty Company
Commercial Services (Los Angeles)
525 North Brand Blvd.
Glendale, CA 91203
(818) 547-2037 Phone
Jimmy.Morada@stewart.com

PRELIMINARY REPORT

Order No. : 23000110064
Title Unit No. : 11
Your File No. :
Buyer/Borrower Name :
Seller Name : TBD

Property Address: APN 186-07, CA

In response to the above referenced application for a Policy of Title Insurance, Stewart Title Guaranty Company Commercial Services (Los Angeles) hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Stewart Title Guaranty Company Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referenced to as an Exception on Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions, and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on covered Risks of said policy or policies are set forth in Exhibit A attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limits of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters, which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report, (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance a binder or commitment should be requested.

Dated as of January 13, 2023 at 7:30 a.m.

Jimmy Morada, Title Officer
Jeff Kreueger, Title Officer
Kristine Poole, Title Officer

When replying, please contact:

StewartcommercialservicesLA@Stewart.com

IF ANY DECLARATION, GOVERNING DOCUMENT (FOR EXAMPLE, COVENANT, CONDITION OR RESTRICTION) OR DEED IDENTIFIED AND/OR LINKED IN THIS TITLE PRODUCT CONTAINS ANY RESTRICTION BASED ON AGE, RACE COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, VETERAN OR MILITARY STATUS, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (p) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE BY SUBMITTING A “RESTRICTIVE COVENANT MODIFICATION” FORM, TOGETHER WITH A COPY OF THE ATTACHED DOCUMENT WITH THE UNLAWFUL PROVISION REDACTED TO THE COUNTY RECORDER’S OFFICE. THE “RESTRICTIVE COVENANT MODIFICATION” FORM CAN BE OBTAINED FROM THE COUNTY RECORDER’S OFFICE AND MAY BE AVAILABLE ON ITS WEBSITE. THE FORM MAY ALSO BE AVAILABLE FROM THE PARTY THAT PROVIDED YOU WITH THIS DOCUMENT. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

PRELIMINARY REPORT

The form of Policy of Title Insurance contemplated by this report is:

- Standard Coverage Owner's Policy
- Extended Coverage Owner's Policy
- CLTA/ALTA Homeowner's Policy
- Standard Coverage Loan Policy
- Extended Coverage Loan Policy
- Short Form Residential Loan Policy
-

SCHEDULE A

The estate or interest in the land hereinafter described or referred to covered by this report is:

Fee

Title to said estate or interest at the date hereof is vested in:

[City of Jurupa Valley, who acquired to has The County of Riverside](#)

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Riverside, City of and described as follows:

That portion of Parcel 44 as shown by Map on file in [Book 25, Pages 66 and 67](#) of Records of Survey, Records of Riverside County, California, lying in Section 20, township 2 South, Range 5 West, San Bernardino Meridian, described as follows:

Commencing at the most Northerly corner of said Parcel 44, said point being on the centerline of Golden West Avenue (60.00 feet full-width) as shown on said Record of Survey, and the beginning of a tangent curve concave Southeasterly and having a radius of 300.00 Feet, the radial line to said point bears North 26°57'39" West;

Thence Southwesterly along said curve, to the left, through a central angle of 07°40'00", an arc distance of 40.14 feet to a point thereon, the radial line to said point bears North 34°37'39" West;

Thence leaving said centerline and along said radial line, South 34°37'39" East, a distance 27.35 feet for the true point of beginning, said point also being the beginning of a non-tangent curve concave Southeasterly and having a radius of 275.00 feet, the radial line to said point bears North 36°43'08" West;

Thence Southwesterly along said curve, to the left, through a central angle of 35°21' 13", an arc distance of 169.68 feet to the beginning of a reverse curve concave Northwesterly and having a radius of 433.00 feet, the radial line to said point bears North 72°04'21" West;

Thence Southwesterly along said curve, to the right, through a central angle of 08°55'07", an arc distance of 67.40 Feet;

Thence South 39°08'54" East, a distance of 5.97 feet;

Thence North 50°51'06" East, a distance of 214.78 feet;

Thence North 35°16'53" West, a distance of 82.17 feet to the true point of beginning.

Containing 0.28 acres (12,142 square feet), more or less.

The legal description above has not been consummated of record-in order to validate a conveyance must be recorded showing the new legal description.

[APN: 186-07](#)

APN: 186-07
(End of Legal Description)

THE MAP ATTACHED THROUGH THE HYPERLINK ABOVE IS BEING PROVIDED AS A COURTESY AND FOR INFORMATION PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. THERE WILL BE NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO ANY MATTERS CONCERNING THE CONTENTS OR ACCURACY OF THE MAP.

SCHEDULE B

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

Taxes:

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes, to be levied for the fiscal year 2023- 2024.
- B. General and special city and/or county taxes, bonds or assessments which may become due on the property, if, and when, title is no longer vested in a government or quasi-governmental agency. Parcel No: As the date of this report no Assessors Parcel Number has been assigned.
- C. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California.
- D. Taxes and/or assessments affecting the Land, if any, for community facility districts, including Mello Roos, which may exist by virtue of assessment maps or filed notices. These taxes and/or assessments are typically collected with the county taxes; however, sometimes they're removed and assessed and collected separately.

Exceptions:

- 1. Taxes or assessments which are not shown as existing liens by the records of the taxing authority that levies taxes or assessments on real property or by the public records.

Proceeding by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- 2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.
- 7. Any interests (including rights of the public) in and to any portion of the Land lying within roads, streets, alleys or highways.
- 8. Water rights, claims or title to water in, on or under the Land, whether or not shown by the public records.
- 9. Ownership of, or rights to, minerals or other substances, subsurface and surface, of whatsoever kind, including, but not limited to coal, ores, metals, lignite, oil, gas, geothermal resources, brine, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether the ownership or rights arise by lease, grant, exception, conveyance, reservation or otherwise, and whether or not

appearing in the public records or listed in Schedule B. Stewart Title Guaranty Company and its issuing agent make no representation as to the present ownership of any such interests. There may be leases, grants, exceptions, or reservations of interests that are not listed.

10. Mutual rights of way reserved to the Stearns Ranchos Co., and the Jurupa Land and Water Co., and their assigns for ditches, flumes or pipe lines, as may by said parties be deemed necessary or proper for the supplying of the main canal with water, provided however, that such ditches shall, where practicable, follow the line of the surveyed subdivisions of the Jurupa Rancho.
11. A right of way for the Marrows Canal and the North Riverside and Jurupa Canal, and its laterals and any extension thereof which the Stearns Ranchos Co., their successors and assigns may desire to make, also for all ditches, aqueducts, pipe lines and flumes which may be constructed for the irrigation of any other lands of the Stearns Ranchos Co., whether on the Jurupa Rancho of the Sierra Rancho and excepting all public roads laid out on said lands, all as reserved in the Deed from the Stearns Ranchos Co., granted the herein described lands or portions thereof and further excepting the right of way for the Wilbur Ditch.
12. Covenants, conditions and restrictions as set forth in a document recorded March 15, 1918 in [Book 479 Page 10](#) of Deeds.
13. Easement and rights incidental thereto for utilities to California Electric Power Company, as set forth in a document recorded November 16, 1948 as [Instrument No. 1863 in Book 1027 Page 223](#), of Official Records.
14. Matters contained in a survey filed in [Book 25, Page 66](#) of Records of Survey.
15. Easement and rights incidental thereto for utilities to California Electric Power Company, as set forth in a document recorded March 21, 1957 as [Instrument No. 20863, in Book 2059 Page 176](#), of Official Records.
16. Covenants, conditions and restrictions as set forth in a document recorded May 10, 1957 as [Instrument No. 34570, in Book 2086 Page 116](#), of Official Records.

Said Declaration reserves an easement over the front 5 feet of each parcel described therein for water lines.
17. Easement and rights incidental thereto for lay, construct, maintain, operate, repair, renew, change the size of and remove a pipe line with maturing, regulation and other equipment for the transportation of gas, over and through, under, along and across that certain parcel of land as described to Southern California Gas Company, as set forth in a document recorded January 3, 1958 as [Instrument No. 395, in Book 2201 Page 123](#), of Official Records.
18. Rights of parties in possession whether or not recorded in the public records.
19. Any facts, rights, interests or claims which would be disclosed by an inspection of the Land.
20. No insurance as to the legal description referred to herein.

(End of Exceptions)

NOTES AND REQUIREMENTS

- A. There are no transfers or conveyances shown in the public records within 24 months of the date of this Preliminary Report. If you have knowledge of any transfers or conveyances, please contact your title officer immediately for further requirements.
- B. If an Owner's Policy of title insurance is requested, a CLTA Standard Coverage Owner's Policy will be issued unless instructed otherwise. If a different form of policy is desired, please contact your Title Officer.
- C. All Transactions - Seller(s) and Buyer(s) or Borrowers are provided, as attachments, the document entitled "Acknowledgement of Receipt, Understanding and Approval of STG Privacy Notice for Stewart Title Companies and Stewart's Affiliated Business Arrangement Disclosure Statement" and the individually named documents, for review and acknowledgment prior to closing.
- D. All Transactions - Buyer(s)/Seller(s)/Borrower(s) are provided the Preliminary Report for review and acknowledgment prior to closing. Buyer(s) approval shall include the Preliminary Report items that are to remain as exceptions to the title policy.
- E. All Transactions - Seller(s)/Owner(s) are provided Stewart Title Guaranty Company's Owner's Affidavit and Indemnity for completion and submission prior to closing.
- F. There are no items in this preliminary report that will cause Stewart Title Guaranty Company to decline to attach the CLTA Endorsement Form 116.01-06 (or similar ALTA 22-06 equivalent), indicating that there is located a Commercial known as APN 186-07 CA.
- G. In order to insure a conveyance, acquisition or encumbrance by the corporation or unincorporated association named below you must provide the following:
Entity: City of Jurupa Valley
 - (a) A copy of the corporation By-Laws or Articles.
 - (b) An original or certified copy of the Resolution authorizing the subject transaction.
 - (c) If the By-Laws or Articles require approval by a "parent" organization, a copy of that entities' By-Laws or Articles.
 - (d) If an unincorporated association, a statement pursuant to applicable law (such as California Corporation Code Section 20002).Additional requirements or items may be requested upon review of the required documents set forth above.

CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title Guaranty Company Commercial Services (Los Angeles) via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title Guaranty Company Commercial Services (Los Angeles). Stewart Title Guaranty Company Commercial Services (Los Angeles) may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and Stewart Title Guaranty Company Commercial Services (Los Angeles) shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title Guaranty Company Commercial Services (Los Angeles). Such benefits shall be deemed additional compensation to Stewart Title Guaranty Company Commercial Services (Los Angeles) for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

OWNER'S AFFIDAVIT AND INDEMNITY

Order Number: 23000110064
Address/Location: APN 186-07, CA
APN: 186-07

In connection with the request of the Undersigned ("Affiant") for the preparation and issuance of insurance, Affiant makes the following statements and representations for the benefit of, and reliance by, title insurer STEWART TITLE GUARANTY COMPANY (hereafter referred to as "TITLE"):

1. Affiant owns and holds title to the land described in Schedule A of the Preliminary Report or Commitment issued in connection with the above referenced Order Number (the "Land").
2. The Affiant's ownership and/or possession of the Land has been peaceful and undisturbed, and title thereto has never been disputed, questioned or rejected, nor has the issuance of title insurance ever been refused, except as follows: **(If none, please state "none")**

3. Other than the Affiant, there are no parties entitled to possession of the Land other than the following: **(If none, please state "none")**

4. There are no leases, licenses, options, rights of first refusal, or contracts to sell, affecting the Land, or any parties currently in possession, of the Land, except the following: **(If none, please state "none")**

5. All assessments by a management company or owners' association, or for common area or building maintenance, if any, are paid current or are not yet due and payable except for the following **(If none, please state "none")**

6. There are no pending contemplated repairs/improvements to the Land, except the following: **(If none, please state "none")**

7. There has been no construction, building materials, repairs, improvements or remodeling performed, provided, furnished or delivered within the last 12 months, except as follows: **(If none, please state "none")**

_____ This work performed, as detailed above, was completed on _____ (date of completion).

8. Affiant is not aware of the existence of any of the following:
 - a. Improvements, including fences, encroaching into any easements on the Land, or over any boundary lines of the Land.
 - b. Adjoining property improvements encroaching onto the Land.
 - c. Liens against the Land and/or judgments or tax liens against Affiant or any other property owner currently in title, except those described in the Preliminary Report or Commitment issued in connection with the above referenced Order Number.
 - d. Outstanding claims or persons entitled to claims for mechanics' or materialman liens against the Land.
 - e. Pending repairs/improvements to any adjacent street(s) or any assessments related to road maintenance.
 - f. Any pending litigation involving the Land, the Affiant or any other property owner currently in title.
 - g. Recent improvements completed or being made to any common area(s) located within the subdivision in which the Land is located.
 - h. Violations of building permits, zoning laws or recorded covenants, conditions and/or restrictions imposed on the Land.
 - i. Any pending assessments for Community Facility Districts.
 - j. Any new, pending or existing obligation or loan including any home improvements on the Land pursuant to the PACE or HERO program, or any other similar type program.

- k. Any unrecorded or recorded easements, covenants, conditions, or restrictions affecting the Land, other than those listed in the Preliminary Report or Title Commitment.
- l. Any use of the property for the production, sale, warehousing or transporting of fresh fruits, vegetables, livestock or poultry (e.g., supermarkets, restaurants, wineries, breweries and meat packing plants).

With regard to 8a.-8l, except as follows: (If none, please state "none")

-
- 9. No proceedings in bankruptcy or receivership have been instituted or filed by, or against, the Affiant or any other property owner currently in title.
 - 10. There are no unpaid taxes, assessments or utility type bills including but not limited to bills for water, sewer, hazardous waste, recycling, storm drain and/or rubbish and there are no liens related to such utilities from or on the Land, with the exception of the following: **(If none, please state "none")**

-
- 11. There are no financial obligations secured by trust deeds, mortgages, financing statements, vendor's liens, security agreements or otherwise, against the Land, except as set forth in the Preliminary Report, proforma and/or Commitment, and as set forth below: **(If none, please state "none")**

<u>Creditor</u>	<u>Approximate Balance</u>

- 12. There has been no harvesting or production of any oil, gas, geothermal materials or other minerals from or on the Land and there are no oil, gas, geothermal and/or mineral leases, licenses, options, rights of first refusal, and/or contracts to sell, affecting the mineral rights associated with the Land, or other parties currently in possession, of the mineral rights on the Land, except the following: **(If none, please state "none")**

-
- 13. Other than the Affiant, there are no other parties currently in possession of the Land, including but not limited to, any possessory interest associated with the harvesting of any oil, gas, geothermal materials or other minerals, except the following: **(If none, please state "none")**

-
- 14. Affiant has not executed and will not execute any documents or instruments related to the title to, or interest in, the Land prior to the recordation of the documents in this transaction.

- 15. By signing below, Affiant agrees to cooperate with TITLE and, upon request from TITLE, to promptly provide and/or execute, any corrective or curative information or documentation requested.

This is a sworn affidavit and is made for the purpose of inducing TITLE to provide certain insurance coverage to a purchaser and/or lender, and the representations contained herein are material to such insurance coverage. The undersigned hereby indemnifies and holds TITLE harmless from any loss or damage, liability, costs, expenses and attorneys' fees which it may sustain under its policies of title insurance or commitments to the extent any representation contained herein is incorrect. The undersigned understands that TITLE may decide not to provide the requested title insurance despite the information and affirmations contained herein.

PLEASE READ, COMPLETE AND RESPOND TO ALL STATEMENTS CONTAINED IN THIS OWNER'S AFFIDAVIT AND INDEMNITY BEFORE SIGNING IN THE PRESENCE OF A NOTARY PUBLIC. THE NOTARY PUBLIC WILL EXECUTE THE ACKNOWLEDGMENT ON THE FOLLOWING PAGE. HOWEVER, IF YOU DO NOT UNDERSTAND OR HAVE ANY QUESTIONS ABOUT THIS AFFIDAVIT, YOU SHOULD SEEK THE ASSISTANCE OF YOUR INDEPENDENT FINANCIAL AND/OR LEGAL ADVISOR BEFORE SIGNING.

TBD

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by _____, proved to
me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Signature



Jimmy Morada
Associate Senior
Underwriter/Advisory Title
Officer

Stewart Title Guaranty Company
Commercial Services (Los Angeles)
525 North Brand Blvd.
Glendale, CA 91203
(818) 547-2037 Phone
Jimmy.Morada@stewart.com

Date : January 24, 2023
Escrow Officer :
Escrow No. : 23000110064
Title Order No. : 23000110064
Property Address : APN 186-07, CA

SELLER ACKNOWLEDGEMENT OF RECEIPT, UNDERSTANDING AND APPROVAL OF PRELIMINARY REPORT

The undersigned Seller(s) hereby acknowledge receipt of a copy of the Preliminary Report issued by Stewart Title Guaranty Company - Commercial Services under Order No. 23000110064, dated January 13, 2023 and hereby approves the legal description of subject property shown on Schedule A of the report.

Seller(s) Acknowledgement: Seller(s) herein warrant and confirm that, to Seller(s) knowledge, all Deeds of Trusts (e.g., mortgages, loans and lines of credit), liens, judgments and/or encumbrances affecting Seller(s) and subject property are reflected in the Preliminary Report. If not, Seller(s) will provide Escrow Holder with information to facilitate the pay-off and/or removal of any such items before or at the close of escrow.

The undersigned have received a copy of this acknowledgement as evidenced by the signature below.

Seller(s):

TBD



Jimmy Morada
Associate Senior
Underwriter/Advisory Title
Officer

Stewart Title Guaranty Company
Commercial Services (Los Angeles)
525 North Brand Blvd.
Glendale, CA 91203
(818) 547-2037 Phone
Jimmy.Morada@stewart.com

Date : January 24, 2023
Escrow Officer :
Escrow No. : 23000110064
Title Order No. : 23000110064
Property Address : APN 186-07, CA

BUYER ACKNOWLEDGEMENT OF RECEIPT, UNDERSTANDING AND APPROVAL OF PRELIMINARY REPORT

The undersigned Buyer(s) hereby acknowledge receipt of a copy of the Preliminary Report issued by Stewart Title Guaranty Company - Commercial Services under Order No. 23000110064, dated January 13, 2023 and hereby approves the legal description of subject property shown on Schedule A of the report.

Buyer(s) Approval of Preliminary Report: Buyer(s) herein hereby approves Items * of Schedule B of the report to be included in the Policy of Title Insurance as exceptions when written. Further, Buyer(s) hereby acknowledge receipt and approval of the Covenants, Conditions and Restrictions, and any and all Schedule B exceptions detailed above, for example, easements, right-of-ways, and restrictions, if any.

The undersigned have received a copy of this acknowledgement as evidenced by the signature below.

Buyer(s):

EXHIBIT "A"

LEGAL DESCRIPTION

Order No.: 23000110064
Escrow No.: 23000110064

The land referred to herein is situated in the State of California, County of Riverside, City of and described as follows:

That portion of Parcel 44 as shown by Map on file in [Book 25, Pages 66 and 67](#) of Records of Survey, Records of Riverside County, California, lying in Section 20, township 2 South, Range 5 West, San Bernardino Meridian, described as follows:

Commencing at the most Northerly corner of said Parcel 44, said point being on the centerline of Golden West Avenue (60.00 feet full-width) as shown on said Record of Survey, and the beginning of a tangent curve concave Southeasterly and having a radius of 300.00 Feet, the radial line to said point bears North 26°57'39" West;

Thence Southwesterly along said curve, to the left, through a central angle of 07°40'00", an arc distance of 40.14 feet to a point thereon, the radial line to said point bears North 34°37'39" West;

Thence leaving said centerline and along said radial line, South 34°37'39" East, a distance 27.35 feet for the true point of beginning, said point also being the beginning of a non-tangent curve concave Southeasterly and having a radius of 275.00 feet, the radial line to said point bears North 36°43'08" West;

Thence Southwesterly along said curve, to the left, through a central angle of 35°21' 13", an arc distance of 169.68 feet to the beginning of a reverse curve concave Northwesterly and having a radius of 433.00 feet, the radial line to said point bears North 72°04'21" West;

Thence Southwesterly along said curve, to the right, through a central angle of 08°55'07", an arc distance of 67.40 Feet;

Thence South 39°08'54" East, a distance of 5.97 feet;

Thence North 50°51'06" East, a distance of 214.78 feet;

Thence North 35°16'53" West, a distance of 82.17 feet to the true point of beginning.

Containing 0.28 acres (12,142 square feet), more or less.

The legal description above has not been consummated of record-in order to validate a conveyance must be recorded showing the new legal description.

[APN: 186-07](#)

APN: 186-07

(End of Legal Description)

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: January 24, 2023

Escrow No.: 23000110064

Property: APN 186-07, CA

From: Stewart Title Guaranty Company - Commercial Services

This is to give you notice that Stewart Title Guaranty Company - Commercial Services ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<i>Stewart Insurance Settlement Service</i>	<i>Charge or range of charges</i>
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50

CALIFORNIA LAND TITLE ASSOCIATION

**STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division;
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

* For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

2006 ALTA LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

Except as provided in Schedule B - Part II, this policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

PART I

1. (a) taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
(b) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

2006 ALTA OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy..

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys fees or expenses which arise by reason of:

1. a. Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protectionor the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**PROCEDURES TO ACCOMPANY THE
RESTRICTIVE COVENANT MODIFICATION FORM**

The law prohibits unlawfully restrictive covenants based upon:

“...age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry... Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.”

As the individual holding or acquiring an interest in the property, you may elect to have any unlawfully restrictive covenants “removed”, which means “redacted.”

To have the unlawfully restrictive covenant removed, you may prepare and submit to the county recorder's office, a “Restrictive Covenant Modification” form (RCM) together with a copy of the attached document with the unlawfully restrictive covenant redacted. This request must be submitted to the county recorder's office and must include your return address so the county recorder can notify you of the action taken by the county counsel.

NOTE: The RCM provided with your title product MAY NOT be the same form required by your county recorder's office; please double check your county recorder's office before completing this form.

The process at the county recorder's office is as follows:

- The county recorder takes the RCM with the redacted document and the original document attached and submits it to the county counsel for review to determine if, from a legal standpoint, the language was an unlawfully restrictive covenant and thus the redacted version should be indexed and recorded.
- The county counsel shall inform the county recorder of his/her determination within a reasonable amount of time, not to exceed three months from the date of your request.
- If county counsel determined that the redacted language was unlawful then, once recorded, the redacted document is the only one that effects the property and this modified document has the same effective date as the original document.
- If county counsel determined that the redacted language was not unlawful then county counsel will return the RCM package to the county recorder and the county recorder will advise the requestor that same the request has been denied and the redacted document has not been recorded.
- The modification document shall be indexed in the same manner as the original document and shall contain a recording reference to the original document.

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME

ADDRESS

CITY

STATE & ZIP

TITLE ORDER NO.

ESCROW NO.

APN NO.

RESTRICTIVE COVENANT MODIFICATION

(Unlawfully Restrictive Covenant Modification Pursuant to Government Code Section 12956.2)

I(We) _____ have or are acquiring an ownership interest of record in the property located at _____ that is covered by the document described below.

The following reference document contains a restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in Section 12955 of the Government Code, or ancestry, that violates state and federal fair housing laws and is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive covenant as shown on page(s) _____ of the document recorded on _____ in book _____ and page _____ or instrument number _____ of the official records of the County of _____, State of California.

Attached hereto is a true, correct and complete copy of the document referenced above, with the unlawful restrictive covenant redacted.

This modification document shall be indexed in the same manner as the original document pursuant to subdivision (d) of Section 12956 of the Government.

The effective date of the terms and conditions of the modification document shall be the same as the effective date of the original document.

(Signature of Submitting Party)

(Printed Name)

(Signature of Submitting Party)

(Printed Name)

_____ County Counsel, or their designee, pursuant to Government Code Section 12956.2, hereby states that it has been determined that the original document referenced above _____ Does _____ Does Not contain an unlawful restriction and this modification may be recorded.

County Counsel
By:

Date: _____

STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE

This Stewart Title Guaranty Company Privacy Notice ("Notice") explains how Stewart Title Guaranty Company and its subsidiary title insurance companies (collectively, "Stewart") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, social security number, driver's license number, passport number, or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Name, signature, social security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information about your transactions with Stewart, our affiliates, or others; and
4. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you or in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules and regulations.
- l. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter in a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Non-affiliated third-party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you.
- e. Parties involved in litigation and attorneys, as required by law.
- f. Financial rating organizations, rating bureaus and trade associations.
- g. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing to our affiliates for direct marketing, you may send an "opt out" request to Privacyrequest@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

Contact Information

If you have questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Privacy Notice at Collection for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020, effective January 1, 2023 ("CPRA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice at Collection for California Residents** ("CCPA & CPRA Notice"). This CCPA & CPRA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES

G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter into a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A:	Identifiers
Category B:	California Customer Records personal information categories
Category C:	Protected classification characteristics under California or federal law
Category D:	Commercial Information
Category E:	Biometric Information
Category F:	Internet or other similar network activity
Category G:	Geolocation data
Category H:	Sensory data
Category I:	Professional or employment-related information
Category J:	Non-public education information
Category K:	Inferences

Your Consumer Rights and Choices Under CPPA and CPRA

Your Rights Under CCPA

The CCPA provides consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.

4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*)
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Your Rights Under CPRA

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

1. Calling us Toll Free at 1-866-571-9270
2. Emailing us at Privacyrequest@stewart.com; or
3. Visiting <http://stewart.com/ccpa>.

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA and CPRA rights. Unless permitted by the CCPA or CPRA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

Changes to This CCPRA & CPRA Notice

Stewart reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When we make changes to this CCPA & CPRA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

Stewart's Privacy Notice can be found on our website at <https://www.stewart.com/en/privacy.html>.

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

18. CLOSED SESSION – Pursuant to Government Code Section
54956.9: Legal Counsel Status on Litigation Case No. CIVDS
1310520, City of Riverside vs. Rubidoux Community Services
District

19. Directors Comments – Non-action

20. Adjournment