

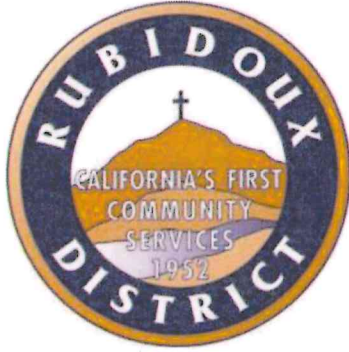
Rubidoux Community Services District

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, July 6, 2023, at 3:30 PM

(CLOSED SESSION AT 3:30 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. **(3:30 PM)** Call to Order – Bernard Murphy, President
2. Pledge of Allegiance
3. Roll Call
4. **CLOSED SESSION** – Pursuant to Government Code Section 54956.9: Legal Counsel Status Update on PFAS Contamination Litigation Case, Rubidoux CSD v. 3M, DuPont, and Others
5. **(4:00 PM)** Call to Order (Regular Meeting) – Bernard Murphy, President
6. Report – Actions taken in Closed Session
7. Approval of Minutes for June 15, 2023, Regular Meeting
8. Consideration to Approve July 7, 2023, Salaries, Expenses and Transfers
9. 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.

10. Correspondence and Related Information:
11. 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:

12. Receive and File Statement of Cash Asset Schedule Report Ending May 2023: **DM 2023-58**
13. Special District Member Election to the LAFCO Countywide Oversight Board: **DM 2023-59**
14. Consider Approval of Proposal for Transmission Main Flushing From Webb Associates: **DM 2023-60**
15. Consideration to Direct Staff to Prepare Draft Ordinance for Water and Wastewater Rate Adjustments: **DM 2023-61**
16. Consider Approval of a Proposal from Webb and Associates for Survey and Related Work for the Purchase of Land Adjacent to the Leland Thompson Water Treatment Plant: **DM 2023-62**
17. Consider Reimbursement Agreement Regarding Avalon Sewer Improvements (Highpointe – Tract No. 36974): **DM 2023-63**
18. Consider Reimbursement Agreement Regarding Avalon Sewer Improvements (Century – Tract No. 37640): **DM 2023-64**
19. Directors Comments - Non-action
20. Adjournment

6. Report – Actions taken in Closed Session

7. Approval of Minutes for June 15, 2023, Regular Meeting

MINUTES OF REGULAR MEETING
June 15, 2023
RUBIDOUX COMMUNITY SERVICES DISTRICT

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

DIRECTORS ABSENT:

STAFF PRESENT: Brian R. Laddusaw, General Manager
Ted Beckwith, District Engineer
Kirk Hamblin, Director of Finance and Administration
Martha Perez, Accounts Payable Manager
Miguel Valdez, Director of Operations
Melissa Trujillo, Human Resources
Chief Otterman, Riverside Fire Station 38

Call to order: the meeting of the Board of Directors of the Rubidoux Community Services District by President Murphy, at 3:30 P.M., Thursday, June 15, 2023, by teleconferencing at District Office, 3590 Rubidoux Boulevard, Jurupa Valley, California.

ITEM 1. (3:30 PM) Call to Order – Bernard Murphy, President

ITEM 2. Pledge of Allegiance

ITEM 3. Roll Call

ITEM 4. 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

No reportable action.

ITEM 5. (4:00 PM) Call to Order – Bernard Murphy, President

ITEM 6. Report – Actions taken in Closed Session

ITEM 7. APPROVAL OF MINUTES

Approval of Minutes for June 1, 2023, Board Meeting.

Director Trueba moved, and Director Muniz seconded to approve the June 1, 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 8. Consideration to Approve the June 16, 2023, Salaries, Expenses and Transfers.

Consideration to Approve the June 16, 2023, Salaries, Expenses and Transfers.

Director Skerbelis moved, and Director Trueba seconded to Approve the June 16, 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 9. PUBLIC ACKNOWLEDGE OF NON-AGENDA MATTERS

There was no one in attendance for non-agenda items.

ITEM 10. CORRESPONDENCE AND RELATED INFORMATION

The first article was from the LA Times regarding the Winter storms boosting the Central Valley, but the aquifer levels remain depleted. There is still an aggregated depletion of the groundwater aquifers. The second article is from KTLA news.com regarding SB1383. The panel says California should pause organic waste recycling mandate.

ITEM 11. MANAGER’S REPORT

Operations Report:

Miguel Valdez reported on the water/wastewater report for the month of May, production was an average of just under 4.0 mgd per day and an average of 1.66 mg/day was the wastewater flow to Riverside. We received a half million gallons from JCSD as a test, in case we need to receive water from JCSD to make sure the equipment was set up properly. Well No. 1 produced 0% of the water, Well No. 2 produced 14%, Well No. 4 produced 9% and Well No. 6 produced 30%, Well No. 8 produced 45% and Well No. 18 produced 2% of the water.

Emergency and Fire Report:

Chief Otterman reported the Incidents Reported for the month of May 2023 and Special District Rubidoux CSD. Station 38 had a total of 254 calls. 176 calls, 69.3% were medical aides. Additionally, there was a report for the City of Jurupa Valley. There were 24 False Alarms, 9.4%, 8 Other Fire, 8.1%, 7 Public Service Assist, 2.8%, 2 Standby, 0.8%, 26 Traffic Collisions, 10.2%, 1 Vehicle Fire, 0.4% and 8 Wildland Fires, 3.1%. The average response time was 4.5 minutes.

Director Murphy inquired about the dirt roads by the hills (fire roads). It has previously been discussed that some of the roads are impassable. He wanted to know if there is a mechanism for getting the dirt roads made to be passable.

Chief Otterman: It depends on whose jurisdiction it lies in. A lot of times it's public utilities or something like that. Some of them are fire roads made a long time ago. We would have to look at it and see whose roads they are.

Director Murphy: I'd be interested in looking into finding out if we could get someone to go out there and if there's a road that needs to get smoothed out before fire season, then we need to go have somebody do that. It would be useful to know what the scope of that is, where that is at, and how much it would cost. I think if we could make those roads passable prior to a fire starting, it makes response time that much less. If we could find out what's not working and maybe find out how much it will cost to get it working, it's something I'd be interested in finding out. The one in particular is around Shadow Rock Park over to Robertson's Ready Mix. We need to figure out some annual way of doing it. If we could get an answer before the end of the year.

Director Trueba: Who is the weed abatement officer?

Martha: Jared Adams

Chief Otterman: Jared is the Building Inspector. He will do the weeds too, but we have somebody assigned from the county that does that, just weed abatement. Jared is the Fire Assistant Inspector, but he mainly is doing businesses.

General Manager Brian Laddusaw gave an update on the tour of the District facilities the previous Tuesday. There were a few directors in attendance. This included the Leland Thompson facility, the Watson reservoir, and the Anita B. Smith treatment plant (off of Fleetwood). The next tour is the Burrtec transfer station on June 20th. Please meet at the District office at 8:00 am, with the tour starting at 8:30 am.

District Engineer, Ted Beckwith gave the board an update on some contracts and other information. We are ready to award the contract; the Notice to Proceed should go out next week

for the waterline replacement for the water crosses Market Street at Via Cerro. All the contract documents have been worked through and have been signed. That project will be starting. There will be a job walk on Tuesday afternoon. The Mission Blvd. administration building should be going out to bid next week. There will probably be a five to six week bid period and we should be awarding the contract sometime in August for the work. The Century Communities and Highpoint development, which are two tracts with about 400 houses going in on the other side of the 60 freeway off of Avalon, their tract maps are about to record. We expect construction to start in July or August. The LAFCO boundary cleanup should be going to the county surveyor in the next few weeks and expecting to get on the LAFCO board hearing sometime in September. Well 25, which we received a \$1.47 million dollar grant for construction on Well 25, we're working on site selection and the environmental study for that currently. The booster site we have finally been able to move forward with the City of Jurupa Valley on getting the site procured so we can purchase it. We expect that to happen by the end of July or August.

ITEM 12. PUBLIC HEARING – Consideration to Adopt Resolution No. 2023-905, a Resolution Adjusting the Solid Waste Collection and Disposal Charges for Residential, Commercial, and Industrial Customers. DM 2023-55.

BACKGROUND

As authorized by the Board of Directors (“Board”) and attached for your review and consideration is Resolution No. 2023-905, which if adopted, will result in rate adjustments to all Rubidoux Community Services District (“District”) residential, commercial, and industrial solid waste collection and disposal services.

Consideration to adjust the solid waste collection rates for FY 2023-2024 began in February 2023 when District staff first received the draft rates from its Burrtec representative, Richard Nino. Since February, the Board has followed the following rate increase timeline:

- March 8, 2023 – Solid Waste Committee –

At the time the proposed Solid Waste Collection rates were presented to the Committee in March, some of the County of Riverside pass-throughs costs were not yet finalized. At the conclusion of the Solid Waste Committee meeting, both Committee members voted to approve the rate increase knowing the rates were subject to change. At the direction of the Solid Waste Committee meeting, both Committee members voted to approve the rate increase knowing the rates were subject to change. At the direction of the Solid Waste Committee, only a second Committee meeting would be considered necessary should the final rates provided by Burrtec be materially different than the draft ones approved on March 8, 2023.

- March 23, 2023 – Final rates received from Burrtec –

The final rates received from Burrtec had trivial cost changes from the original draft rates provided on March 8, 2023. For example, in the original draft rates, a residential customers 90-gallon can (District’s most frequent customer class) had a rate of \$37.33/month. The new rate showed the same 90-gallon can for \$37.35/month, a difference of \$.02. Due to the nominal change in rates from first proposed to final, a second Committee meeting was not scheduled.

- April 20, 2023 – Directors Memorandum 2023-39 –

Staff presented the final draft rates to the full board for consideration and approval. Keeping with the example of a residential customer with a 90-gallon can, the final rate, broken up by cost component, is as follows:

Cost Component	Current FY 22 23 (\$)	Proposed		
		FY 23 24		
		(\$)	(\$)	(%)
CPI (8.70%)	\$ 17.85	\$ 19.40	\$ 1.55	8.68%
Rate Shortfall (Cap CPI at 6%)	\$ -	\$ (0.48)	\$ (0.48)	0.00%
Landfill tipping fee	\$ 8.78	\$ 8.69	\$ (0.09)	-1.03%
Recycling	\$ 1.74	\$ 2.05	\$ 0.31	17.82%
Mixed Organics	\$ 4.72	\$ 5.54	\$ 0.82	17.37%
SB 1383 Admin Fee	\$ -	\$ 0.90	\$ 0.90	0.00%
RCSD Admin Fee	\$ 1.00	\$ 1.25	\$ 0.25	25.00%
Total	\$ 34.09	\$ 37.35	\$ 3.26	9.56%

At the conclusion of DM 2023-39, the Board approved the Solid Waste Collection rates for FY 2023-2024 and directed staff to prepare and set the Solid Waste Public Protest Hearing pursuant to Proposition 218 and prepare a draft Resolution for the Board to consider and adopt at the conclusion of the Public Protest Hearing. A full listing of the proposed rate increases is included as Exhibit A to Resolution 2023-905 which is attached to this DM.

- June 15, 2023 – Directors Memorandum 2023-55 –

Prior to consideration by the Board, Proposition 218 notice requirements must be satisfied. Those requirements include the following:

- All affected property owners and tenants received the Proposition 218 notification (see attached notification);
- Proposition 218 notifications were mailed on April 27, 2023, at least 45-days before the Public Protest Hearing date;
- The notice was provided in English and Spanish (not a Proposition 218 requirement); and
- Identified the Public Protest Hearing location, time, and date affording all parties the ability to file their protests up to and including the hearing date.

On April 27, 2023, the District mailed 9,502 notices. The District received 722 non-deliverable notices from the post office, thereby adjusting the total mailed notices to 8,780. Proposition 218 requires 50% plus 1 protest votes to defeat such proposed rates. In this case, the District would need 4,391 protest votes ($8,780 \times 50\% + 1$) to defeat the

proposed rate increase. As of the writing of this Memorandum, the District has received two (2) written protests received are attached to this DM.

Finally, Proposition 218 requires the public agency to conduct a Public Protest Hearing. At the conclusion of tonight's Public Protest Hearing, the Board will tally all protests submitted (written or oral) as part of the protest vote, determining if the required 50% plus 1 protest vote threshold is met. The Board will be asked to approve the Solid Waste rate adjustment should the protest vote count be below 4,391.

The notice of tonight's pending adoption of Resolution No. 2023-905 was printed in the legal section of the Press Enterprise newspaper as well as on the District website and available for inspection at the District's office front counter.

Director Murphy opened the PUBLIC HEARING.

Director Murphy read three protest letters during the Hearing. The first was from M. Sheets, and the second was from Leland Doone on Villa Vista. The third was not in the original protest letters, but was added at tonight's meeting was from Miss Prado on 35th Street.

There was one verbal protest at the meeting.

Comment by the Board. Director Murphy pointed out that we have two programs available for reducing rates. One is the annual lifeline rate and the other is the LE, which is through the Community Action Partners. For the three people who provided the written protests, and for the gentleman here, we can let them know that there are these programs for reducing their bills.

There was one verbal protest at the meeting who had some questions. Director Murphy answered the questions of the gentleman.

Director Murphy closed the PUBLIC HEARING.

Director Muniz moved, and Director Trowbridge seconded the Board of Directors adopt Resolution No. 2023-905, a Resolution establishing residential, commercial, and industrial solid waste collection and disposal fees for FY 2023-2024.

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 13. Consideration to Adopt Draft Rubidoux Community Services District Operations and Capital Improvement Budgets and Salary Schedule for Fiscal Year 2023-2024. DM 2023-56.

BACKGROUND

Attached for the Board of Directors' ("Board") consideration is the proposed Fiscal Year 2023-2024 ("FY 2024") Budget for the Rubidoux Community Services District's ("District") Operating and Capital Funds. Additionally, attached to the Budget is the District's FY 2024 Salary Schedule.

The District's budgeting cycle is a multi-month process beginning in March 2023. During this time, District management met on a weekly basis to discuss all facets of the District's operations which ultimately become factors when setting budgetary figures. Items considered include but are not limited to the following:

- Current and forecasted operational challenges related to supply chain shortages, inflation, and new treatment processes.
- Critical capital infrastructure spending related to the water and sewer enterprise.
- Costs and debt service associated with the Field/Admin. Building project.
- Allocation of central services and discretionary property tax revenue.
- Preventative maintenance programs and other programmatic initiatives.
- SB 1383 compliance and administrative costs.
- TDS mitigation due to continuous elevated levels above 650 mg/l (maximum allowed based on City of Riverside discharge permit).
- Emphasis on reducing the District's Unfunded Accrued Liability ("UAL") through Additional Discretionary Payments ("ADPs").
- Potential capital contributions to the City of Riverside for wastewater treatment plant upgrades.
- Elimination of restrictive components of water and sewer enterprise to provide for greater flexibility of rate revenues for operating costs, projects, debt service, unforeseen capital expenditures, and unrestricted reserves.

Each week during the budgeting cycle, management would continuously assign costs to the District's operational and capital fund budgets. As costs were assigned, management simultaneously looked at anticipated revenues associated with each enterprise to determine if sufficient revenues could be generated at the District's current rates or if a rate adjustment was necessary. Due to significant challenges facing the District as noted above, rate adjustments across all three enterprises were necessary for FY 2024. District staff conducted and the Board participated in various rate setting events beginning in March 2023. The timeline of events is highlighted below.

RATE ADJUSTMENT TIMELINES:

Solid Waste –

- Solid Waste Committee Meeting – March 8, 2023
- Regular Board Meeting – April 20, 2023 (DM 2023-39 (DM 2023-39 Approve Rate Increase and Set Proposition 218 Public Protest Hearing and Resolution No. 2023-905 Consideration and Adoption))

Wastewater –

- Budget Workshops – May 4, May 18, June 1, 2023

Anticipated

- Regular Board Meeting – July 6, 2023 (Consideration to Prepare Draft Ordinance Adjusting Rate)
- Regular Board Meeting – July 20, 2023 (1st Reading of Ordinance)
- Regular Board Meeting – August 3, 2023 (2nd Reading of Ordinance and Public Hearing)

Water –

- Budget Workshops – May 4, May 18, June 1, 2023
- Regular Board Meeting – July 20, 2023 (1st Reading of Ordinance)
- Regular Board Meeting – August 3, 2023 (2nd Reading of Ordinance and Public Hearing)

Since the District’s 3rd and final budget workshop on June 1, 2023, staff reviewed the draft budget a final time to determine if all budgetary figures appeared appropriate for the Board’s consideration and adoption this evening. No further adjustments have been made to the draft budget since the final staff presentation at Budget Workshop 3.

SALARY SCHEDULE:

The Board is currently involved in two employment contracts with District staff. The District’s bargaining unit employees are represented by the Laborer’s International Union of North America, Local 777 (“LIUNA”) and cost-of-living-adjustments (“COLA”) are based on language contained in Article XXIV in the current Memorandum of Understanding (“MOU”) (attached). The District’s General Manager has a separate employment contract and COLAs are based on language contained in Section 4(B) (attached). The COLA language in both contracts is consistent with each other. Additionally, all other District employees not included in the bargaining unit have received COLAs in a similar manner.

COLAs have an effective date of every July 1 and are based on the percentage change to the Consumer Price Index (“CPI”) for the Riverside-San Bernardino-Ontario area urban wage earners and clerical workers (“CPI-W”) date series as published by the U.S. Bureau of Labor Statistics (“BLS”). The calculation for determining the CPI is done by comparing the data for the proceeding twelve (12) months ending in March. Should the CPI fall between 1.0% and 3%, all District employees would recognize a COLA for the calculated percentage amount. If the CPI was less than 1.0%, the COLA would be set at 1.0%, and if the CPI was greater than 3.0%, the COLA would be set at 3.0%. Further, if the CPI was greater than 4.25%, it would trigger a re-opener to the employment contracts for which District staff would meet and confer on an agreed upon percentage for that year’s COLA.

During the COLA setting process for FY 2022-2023 (“FY 2023”), an issue was raised regarding the appropriate method of calculating the CPI for determining the COLA. The two methodologies are summarized below:

1. Comparing March of the current year to March of the previous year to produce a singular data point.
2. Taking an average of the six (6) data points released by the BLS during March of the previous year to March of the current year.

Ultimately the issue of which methodology to be used was rendered irrelevant as both would have triggered a re-opener. The COLA for FY 2023 was agreed to by both the District and staff.

For FY 2024, the question is which methodology is appropriate. Based on the opinion of the District's General Counsel, either methodology is consistent with the language of the MOU but advised it may be appropriate for the Board to deliberate on the matter and memorialize the preferred methodology. This matter was then reassigned to the Personnel Committee ("Committee").

On May 17, 2023, the District's Personnel Committee held a meeting to provide direction to staff and decide on a recommendation to the full Board. At the conclusion of the meeting, both Committee members concurred the appropriate methodology for setting the COLA for July 1 should be based on the singular data point published by the BLS ending March. In this case, the CPI published by the BLS for the CPI-W data series of the Riverside-San Bernardino-Ontario area ending in March was 4.2% (attached). Based on this data point, when comparing it to the District's employment contracts, the COLA for FY 2024 will be 3%, as the amount does not exceed the threshold for a re-opener. Both Committee members agreed with a 3.0 % COLA for all District staff for FY 2024.

Additionally, the Committee members directed staff to receive concurrence from LIUNA on this preferred methodology and 3.0% COLA for FY 2024. Attached to this DM is a letter from LIUNA concurring with the 3.0% COLA.

Attached to the FY 2024 Operating and Capital Fund Budgets is the FY 2024 Salary Schedule for all District staff and classifications. Each position and step salary amount, including the General Managers, was adjusted by 3.0% from the current Salary Schedule dated December 15, 2022.

On the advice of General Counsel, the FY 2024 Salary Schedule will be considered as a separate action item, as noted below.

1. Director Murphy moved, and Director Trueba seconded to Approve and Adopt the Rubidoux Community Services District Fiscal Year 2023-2024 Operating and Capital Fund Budget.

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

2. Director Trueba moved and Director Muniz seconded to Approve and Adopt the Rubidoux Community Services District Fiscal Year 2023-2024 Salary Schedule.

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

Noes – 1 (Murphy)

Abstain – 0

Absent – 0

The motion was carried with a 4-1 vote.

ITEM 14. Consider Proposal from North/Star Utilities Solutions to Migrate Computer Information Systems to Cloud Environment. DM 2023-57.

BACKGROUND

In October 2015, the Rubidoux Community Services District (“District”) Board of Directors (“Board”) approved DM 2015-53 which authorized staff to solicit proposals for a new utility billing software. In April 2016, the Board authorized District staff to negotiate with North/Star Utilities Solutions, an unincorporated division of N. Harris Computer Corporation (“NS”), on a proposal they submitted to the District for a new utility billing software. In October 2017, the District went “live” with NS.

The District has used NS as its utility billing software since 2017. During this time, the NS application has been stored on “on-premise” servers at the District’s Administration Building in the customer service area. Support for the current server hosting the NS application is scheduled to be “sunset” (no longer supported) by Microsoft on October 11, 2023. Having a fully supported server is critical for ensuring the District mitigates any IT vulnerabilities and safeguards the integrity of the District’s billing software, which stores sensitive customer information. Not having the security of a fully supported server could make the District more susceptible to cyber-attacks.

With the sunset of the current NS software server, the District has two options for replacement:

1. Purchase a new server for “on-premise” configuration.
2. Migrate the District’s current computer information systems (“CIS”) to a cloud-based environment.

Both options come with similar and differing costs, which are summarized as follows:

Similar Costs –

1. Server Migration – Both options require NS to migrate the District’s billing utility data to the new server, regardless of the server being “on-premise” or on the “cloud”. Migration costs are a one-time approximately \$63,000 expense.

Differing Costs –

“On-Premise”:

1. Server Hardware – The District would be required to purchase new hardware (servers) to support the NS application. New “on-premise” servers would cost approximately \$80,000. Further, the typical useful life of a server is about 5 years. Thus, the District would potentially need to buy new servers every half decade. Additionally, new servers come with new server migration costs.

“Cloud”:

1. Cloud Spin Up – The District would incur a one-time “cloud” spin up fee of \$5,250.
2. Cloud Hosting – The District would incur annual cloud hosting fees, with the first year being \$40,900.

Choosing to stay with an “on-premise” server or migrating to a cloud environment is not entirely a financial based decision. Ultimately, while a switch to the “cloud” will alleviate some staff time, Acorn (IT consultant) costs, and energy costs it will be more costly to the District as it relates to known operational costs (hosting fees); but remaining “on-premise” could lead to District vulnerable to significant unforeseen costs or challenges, which include but are not limited to the following:

- Need to replace servers/hardware more frequently than every 5 years.
- Reduced security, more susceptible to cyber-attacks like ransomware. Recovering from a ransomware attack cost businesses \$1.85 million on average in 2021.
- Significant downtime for disaster recovery should a natural disaster like a fire or flood occur. Without a functioning NS application, the District will be unable to bill timely which could impact collections and hinder the District’s ability to make timely vendor payments or pay staff.

Switching to a cloud-based environment will not completely alleviate the District from the risk of cyber-attacks but it will enable the District to utilize a system with automated and deeply integrated services which enables the District to reduce human configuration errors while also providing the most comprehensive security and compliance controls offered in the public sector. The United States utility sector is expected to invest more than \$4 billion in cloud solutions over the next few years and has become a top priority for many utilities over the last couple of years.

Some of the benefits and key drivers of moving to the cloud include but are not limited to:

1. Increased security: NS will manage the environment and the security “in” the cloud while Amazon Web Services (“AWS”), a trusted leader in the industry, will handle the security “of” the cloud. Ransomware attacks have risen 13% in the last 5 years. The importance of security is pivotal. Having both NS and AWS is an advantage to mitigating security threats and takes the responsibility away from staff.
2. Reduce IT costs: Currently, NS provides support to District staff for the functionality of the software while Acorn provides minimal monitoring services for security. Also, it’s the responsibility of District staff to coordinate and implement security and patch updates. A migration to the cloud will shift the technical service responsibilities to NS freeing up staff time. Further, there is no need to purchase hardware and maintain it or perform the upgrades.
3. System monitoring: The District will be better protected against security threats. Included in the hosting, NS applies the latest patches and updates them timely to avoid exposure. The District will maximize performance of critical systems as NS will provide regular maintenance activities and configurations. Additionally, the District will experience a faster reaction time if there is an issue as NS will have access to the system. The District would no longer have to manually schedule software repairs for dates in the future and manually make the corrections. NS will automate these tasks and monitor the system on the District’s behalf.
4. Mobility: The CIS will be browser based, accessible from anywhere, anytime, on any device with secure VPN access required. If an event like a natural disaster hinders staff’s ability to operate from the District’s Administration office, they could continue working only needing an internet connection.
5. Scalable: If more space and data storage is needed, the District is automatically accommodated with no need for upgrading or purchasing new servers.

6. Disaster Recovery: Reduce downtime associated with disaster recovery. Alleviate the need to buy and configure new servers which could take months to coordinate and is wholly reliant on supply chain and vendor scheduling.

BUDGET CONSIDERATIONS

Discussions for making the strategic shift to cloud-based environments for the District's critical CIS began during the FY 2022-2023 budgeting cycle and thus no new budgeted monies are being requested with this recommendation. Included in the District's FY 2022-2023 General Fund Budget is line 55 'Northstar Migration and Setup' for \$100,000 (Attachment 1). Staff recommends the Board accept the cloud migration proposal from NS and utilize these monies to pay for the initial project costs (Attachment 2). Any of the \$100,000 not applied towards the project in FY 2022-2023 will roll back into unrestricted reserves at year-end.

This project will stretch into FY 2023-2024. Knowing this, staff has appropriately budgeted additional monies in FY 2023-2024 to cover the remaining project costs (Attachment 3). The cloud hosting costs will not be incurred by the District until the CIS migration project is completed, most likely in Fall 2023. The cloud hosting costs were considered by staff during the FY 2023-2024 budgeting cycle and included them in the General Fund Budget line 38 'Computer System and Support' (Attachment 3). Further, staff recommends the Board accept the cloud hosting and technical services agreement from NS (Attachment 4).

In summary, staff is requesting the Board consider and accept the NS CIS Migration and Cloud Hosting and Technical Services proposals. By accepting these proposals, staff is not requesting additional money but alternatively seeking to use already budgeted money in the District's FY 2022-2023 and 2023-2024 General Fund operating budgets.

Director Skerbelis moved and Director Muniz seconded the Board of Directors to do the following:

1. **Authorize the General Manager to accept and sign the North/Star Computer Information Services Migration proposal for a cloud-based environment.**
2. **Authorize the General Manager to accept and sign the North/Star Cloud Hosting and Technical Services proposal.**
3. **Authorize staff to utilize the FY 2022-2023 and FY 2023-2024 General Fund Budget, under the appropriate line items, to cover the cost of both proposals.**

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 14. Directors Comments

One of the directors thanked Brian for putting the tour together.

Director Murphy adjourned the meeting at 5:14 PM.

8. Consideration to Approve July 7, 2023, Salaries, Expenses and Transfers

RUBIDOUX COMMUNITY SERVICES DISTRICT
 JULY 7, 2023 (BOARD MEETING)
FUND TRANSFER AUTHORIZATION

NET PAYROLL 7/7/23	77,000.00
WIRE TRANSFER: FEDERAL PAYROLL TAXES 7/10/23	30,000.00
WIRE TRANSFER: STATE PAYROLL TAXES 7/10/23	6,200.00
WIRE TRANSFER: TO CREDIT UNION	3,000.00
WIRE TRANSFER: PERS RETIREMENT	20,230.00
WIRE TRANSFER: PERS HEALTH PREMIUMS	43,348.12
WIRE TRANSFER: PERS RETIRED HEALTH PREMIUMS AND FEES	1,398.67
WIRE TRANSFER: SECTION 125	244.00
WIRE TRANSFER: SECTION 457 AND 401(A)	3,096.00

CHECKING ACCOUNT TRANSFERS FOR ACCOUNTS PAYABLE:

7/7/2023 WATER FUND TO GENERAL FUND-Payables	217,878.46
WATER FUND TO GENERAL FUND-Trash	241,365.11
WATER FUND TO SEWER FUND	169,273.59
SEWER FUND TO GENERAL FUND-Payables	163,165.37

INTERFUND TRANSFERS:

7/7/2023 SEWER FUND CHECKING TO GENERAL FUND CHECKING	1,616.88
LAIF PROPERTY TAX TO GENERAL FUND CHECKING	765,000.00
LAIF FIRE MITIGATION TO LAIF PROPERTY TAX	600.00
WATER FUND CHECKING TO LAIF-COP PAYBACK	97,700.00
WATER FUND CHECKING TO LAIF-W.R.	14,300.00
WATER FUND CHECKING TO GENERAL FUND CHECKING	6,467.53
WATER FUND CHECKING TO LAIF WATER OP	55,000.00
LAIF WATER ML TO LAIF WATER OPS	226.50
LAIF WATER RESERVE TO LAIF WATER OP	32,006.29

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.	655,000	Dec-23
U.S. Bank Trust (1998 COP's Refunding)	69,488	Intr.	34,297	Dec-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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GL Date		Immediate GL Account		Credit Card	CC Reference #	Payment Date		Total Invoice
1	ACORN / ACORN TECHNOLOGY SERVICE							10299
UPS		06/01/2023	N	N		06/21/2023	06/01/2023	\$0.00
06/30/2023				N				\$176.17
2	AQUA METRIC SALES / AQUA METRIC SALES CO							INV0095391
3/4" METER		06/15/2023	N	N		07/15/2023	06/15/2023	\$0.00
06/30/2023				N				\$11,206.00
3	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CD30874-0267
WTR ANALYSES		04/13/2023	N	N		05/13/2023	04/13/2023	\$0.00
06/30/2023				N				\$400.00
4	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF30571-0267
WTR ANALYSES		06/08/2023	N	N		07/08/2023	06/08/2023	\$0.00
06/30/2023				N				\$81.00
5	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF30572-0267
WTR ANALYSES		06/08/2023	N	N		07/08/2023	06/08/2023	\$0.00
06/30/2023				N				\$200.00
6	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF30543-0267
WTR ANALYSES		06/08/2023	N	N		07/08/2023	06/08/2023	\$0.00
06/30/2023				N				\$45.00
7	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF30544-0267
WTR ANALYSES		06/08/2023	N	N		07/08/2023	06/08/2023	\$0.00
06/30/2023				N				\$45.00
8	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF30545-0267
WTR ANALYSES		06/08/2023	N	N		07/08/2023	06/08/2023	\$0.00
06/30/2023				N				\$78.00
9	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF30604-0267
WTR ANALYSES		06/09/2023	N	N		07/09/2023	06/09/2023	\$0.00
06/30/2023				N				\$72.00
10	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF30605-0267
WTR ANALYSES		06/09/2023	N	N		07/09/2023	06/09/2023	\$0.00
06/30/2023				N				\$36.00
11	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF30606-0267
WTR ANALYSES		06/09/2023	N	N		07/09/2023	06/09/2023	\$0.00
06/30/2023				N				\$180.00
12	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF30643-0267
WTR ANALYSES		06/09/2023	N	N		07/09/2023	06/09/2023	\$0.00
06/30/2023				N				\$97.50
13	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF30713-0267
WTR ANALYSES		06/12/2023	N	N		07/12/2023	06/12/2023	\$0.00
06/30/2023				N				\$72.00
14	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF30714-0267
WTR ANALYSES		06/12/2023	N	N		07/12/2023	06/12/2023	\$0.00
06/30/2023				N				\$54.00
15	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF30812-0267
WTR ANALYSES		06/13/2023	N	N		07/13/2023	06/13/2023	\$0.00
06/30/2023				N				\$1,000.00
16	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF30816-0267
WTR ANALYSES		06/13/2023	N	N		07/13/2023	06/13/2023	\$0.00
06/30/2023				N				\$39.00

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17	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF30817-0267
WTR ANALYSES		06/13/2023	N	N			07/13/2023 06/13/2023	\$0.00
06/30/2023					N			\$80.00
18	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF30821-0267
WTR ANALYSES		06/13/2023	N	N			07/13/2023 06/13/2023	\$0.00
06/30/2023					N			\$500.00
19	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF30823-0267
WTR ANALYSES		06/13/2023	N	N			07/13/2023 06/13/2023	\$0.00
06/30/2023					N			\$80.00
20	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF30853-0267
WTR ANALYSES		06/13/2023	N	N			07/13/2023 06/13/2023	\$0.00
06/30/2023					N			\$58.00
21	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF30854-0267
WTR ANALYSES		06/13/2023	N	N			07/13/2023 06/13/2023	\$0.00
06/30/2023					N			\$45.00
22	BENS / BEN'S LOCK & SAFE INC.							3417
KEYPAD REPAIR		06/15/2023	N	N			07/15/2023 06/15/2023	\$0.00
06/30/2023					N			\$145.00
23	CITY OF JURUPA VALLEY / CITY OF JURUPA VALLEY							26404
PERMITS		06/07/2023	N	N			07/07/2023 06/07/2023	\$0.00
06/30/2023					N			\$10,000.00
24	C WELLS / C. WELLS PIPELINE MATLS, INC							SINV23-2348
PARTS		06/07/2023	N	N			07/07/2023 06/07/2023	\$0.00
06/30/2023					N			\$1,142.15
25	FIRST CHOICE PLUMBING / FIRST CHOICE PLUMBING							125290
R&M OFC.		06/15/2023	N	N			07/15/2023 06/15/2023	\$0.00
06/30/2023					N			\$289.00
26	RALPH FLORA / RALPH FLORA							13356600-00
RFND OVRPYMT		06/15/2023	N	N			07/15/2023 06/15/2023	\$0.00
06/30/2023					N			\$27.70
27	HARPER BURNS LLP / HARPER & BURNS LLP							20230601
MAY.LGL SVC		06/01/2023	N	N			07/01/2023 06/01/2023	\$0.00
06/30/2023					N			\$1,850.00
28	HAUSER CARMEN / HAUSER CARMEN							10105600-14
RFND OVRPYMT		06/15/2023	N	N			07/15/2023 06/15/2023	\$0.00
06/30/2023					N			\$7.80
29	HOME DEPOT / HOME DEPOT CREDIT SERVICES							015809-6526420
SUPPLIES		06/15/2023	N	N			07/15/2023 06/15/2023	\$0.00
06/30/2023					N			\$100.42
30	MASTER'S / MASTER'S SERVICES (GLACIER)							0000000761160
BTL WTR		06/07/2023	N	N			07/07/2023 06/07/2023	\$0.00
06/30/2023					N			\$64.00
31	MASTER'S / MASTER'S SERVICES (GLACIER)							0000000761171
BTL WTR		06/07/2023	N	N			07/07/2023 06/07/2023	\$0.00
06/30/2023					N			\$49.00
32	CORODATA SHREDDING, INC / CORODATA SHREDDING							DN1416433
MAY 23' SHREDDING		05/31/2023	N	N			06/30/2023 05/31/2023	\$0.00
06/30/2023					N			\$34.00

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33	FERGUSON / FERGUSON ENTERPRISE INC #1350							0828814
AIR VALVE		06/06/2023	N	N		07/06/2023	06/06/2023	\$0.00
06/30/2023				N				\$1,142.89
34	HOUSTON HARRIS / HOUSTON & HARRIS PCS, INC.							23-25355
HYDROWASH		06/09/2023	N	N		07/09/2023	06/09/2023	\$0.00
06/30/2023				N				\$1,925.00
35	LILLESTRAND / LILLESTRAND LEADERSHIP CONSUL'							7828
CNSLTNG/LADD.VALDEZ		05/31/2023	N	N		06/30/2023	05/31/2023	\$0.00
06/30/2023				N				\$1,250.00
36	MALIER CONTRACTORS, INC / MALIER CONTRACTOI							4695
CONCR.REPAIR		06/12/2023	N	N		07/12/2023	06/12/2023	\$0.00
06/30/2023				N				\$2,600.00
37	MARTINEZ / MARTINEZ, EDUARDO							20230613
CONT.EDU		06/13/2023	N	N		07/13/2023	06/13/2023	\$0.00
06/30/2023				N				\$105.00
38	MCMASTER-CARR / McMASTER-CARR SUPPLY CO							99082096
SUPPLIES		06/07/2023	N	N		07/07/2023	06/07/2023	\$0.00
06/30/2023				N				\$67.35
39	RIVERSIDE COUNTY CDF / RIVERSIDE COUNTY CDF							235060
Q3 FY22/23		06/05/2023	N	N		07/05/2023	06/05/2023	\$0.00
06/30/2023				N				\$617,639.91
40	SHRED-IT / SHRED-IT USA							8004006156
SHREDDING		05/31/2023	N	N		06/30/2023	05/31/2023	\$0.00
06/30/2023				N				\$72.25
41	UPS / UNITED PARCEL SERVICE							0000F908W2233
POSTAGE		06/10/2023	N	N		07/10/2023	06/10/2023	\$0.00
06/30/2023				N				\$16.46
42	YO FIRE / YO FIRE							2023571
PARTS		06/09/2023	N	N		07/09/2023	06/09/2023	\$0.00
06/30/2023				N				\$1,955.07
43	WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI/							231973
RIO VISTA		05/27/2023	N	N		06/26/2023	05/27/2023	\$0.00
06/30/2023				N				\$265.05
44	WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI/							231994
AVALON SEWER IMPR.		05/27/2023	N	N		06/26/2023	05/27/2023	\$0.00
06/30/2023				N				\$1,616.50
45	WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI/							232026
GOLDEN WEST BOOSTER		05/27/2023	N	N		06/26/2023	05/27/2023	\$0.00
06/30/2023				N				\$226.50
46	WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI/							232057
HUNTER PSI		05/27/2023	N	N		06/26/2023	05/27/2023	\$0.00
06/30/2023				N				\$17,190.55
47	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF31072-0267
WTR ANALYSES		06/16/2023	N	N		07/16/2023	06/16/2023	\$0.00
06/30/2023				N				\$72.00
48	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF31073-0267
WTR ANALYSES		06/16/2023	N	N		07/16/2023	06/16/2023	\$0.00
06/30/2023				N				\$36.00

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49	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF31087-0267
WTR ANALYSES		06/16/2023	N	N			07/16/2023 06/16/2023	\$0.00
06/30/2023					N			\$72.00
50	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF31092-0267
WTR ANALYSES		06/16/2023	N	N			07/16/2023 06/16/2023	\$0.00
06/30/2023					N			\$180.00
51	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF31105-0267
WTR ANALYSES		06/16/2023	N	N			07/16/2023 06/16/2023	\$0.00
06/30/2023					N			\$500.00
52	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF31120-0267
WTR ANALYSES		06/16/2023	N	N			07/16/2023 06/16/2023	\$0.00
06/30/2023					N			\$420.00
53	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF31146-0267
WTR ANALYSES		06/17/2023	N	N			07/17/2023 06/17/2023	\$0.00
06/30/2023					N			\$72.00
54	ELROD / ELROD FENCE CO. INC							18791
RPRS		06/15/2023	N	N			07/15/2023 06/15/2023	\$0.00
06/30/2023					N			\$598.00
55	GONZALES / GONZALES, MICHAEL							20230615
EDU		06/15/2023	N	N			07/15/2023 06/15/2023	\$0.00
06/30/2023					N			\$458.50
56	GRAINGER / GRAINGER							9742996292
PARTS		06/16/2023	N	N			07/16/2023 06/16/2023	\$0.00
06/30/2023					N			\$68.90
57	INFOSEND / INFOSEND, INC							240534.A
MAY 23" POSTAGE		05/31/2023	N	N			07/19/2023 05/31/2023	\$0.00
06/30/2023					N			\$2,429.27
58	INFOSEND / INFOSEND, INC							240534.B
MAY 23" BILL PRINT		05/31/2023	N	N			07/19/2023 05/31/2023	\$0.00
06/30/2023					N			\$775.45
59	MASTER'S / MASTER'S SERVICES (GLACIER)							0000000773523
BTL WTR		06/21/2023	N	N			07/21/2023 06/21/2023	\$0.00
06/30/2023					N			\$86.50
60	MERIT OIL / MERIT OIL COMPANY							781998
GASOLINE		06/07/2023	N	N			06/22/2023 06/07/2023	\$0.00
06/30/2023					N			\$990.73
61	QUADIENT / QUADIENT LEASING USA, INC.							N9977489
POSTAGE MTR		06/08/2023	N	N			07/10/2023 06/08/2023	\$0.00
06/30/2023					N			\$219.17
62	RELIABLE / RELIABLE WORKPLACE SOLUTIONS							RWS23060015
COPIER USG		06/15/2023	N	N			07/15/2023 06/15/2023	\$0.00
06/30/2023					N			\$336.27
63	RELIABLE / RELIABLE WORKPLACE SOLUTIONS							RWS23060016
PRINTER USG		06/15/2023	N	N			07/15/2023 06/15/2023	\$0.00
06/30/2023					N			\$32.94
64	RELIABLE / RELIABLE WORKPLACE SOLUTIONS							RWS23060048
COPIER USG		06/15/2023	N	N			07/15/2023 06/15/2023	\$0.00
06/30/2023					N			\$6.35

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65	RELIABLE / RELIABLE WORKPLACE SOLUTIONS							RWS23060049
COPIER USG		06/15/2023	N	N			07/15/2023 06/15/2023	\$0.00
06/30/2023					N			\$216.47
66	RIVERSIDE COUNTY AUDITOR GAD / RIVERSIDE COU							20230605
SURVEY		06/05/2023	N	N			07/05/2023 06/05/2023	\$0.00
06/30/2023					N			\$84.41
67	RIVERSIDE COUNTY AUDITOR GAD / RIVERSIDE COU							INV-00237960
ANNEXATION		06/05/2023	N	N			06/05/2023 06/05/2023	\$0.00
06/30/2023					N			\$8,000.00
68	SACHT ENTERPRISES,INC / SACHT ENTERPRISES, IF							20230622
RFND OVRPYMT		06/22/2023	N	N			07/22/2023 06/22/2023	\$0.00
06/30/2023					N			\$12,815.00
69	SCE / SCE							23U700044576190
SWR PMP ENRGY		06/15/2023	N	N			07/05/2023 06/15/2023	\$0.00
06/30/2023					N			\$1,229.70
70	SCE / SCE							23U700158802582
WTR PMP ENRGY		06/15/2023	N	N			07/05/2023 06/15/2023	\$0.00
06/30/2023					N			\$7,421.93
71	SCE / SCE							23U700609292713
WTR PMP ENRGY		06/15/2023	N	N			07/05/2023 06/15/2023	\$0.00
06/30/2023					N			\$352.95
72	SCE / SCE							23U700767086653
5473 UTILTY		06/15/2023	N	N			07/05/2023 06/15/2023	\$0.00
06/30/2023					N			\$153.04
73	SCE / SCE							23U700456862263A
FIELD OFC UTLTY		06/20/2023	N	N			07/10/2023 06/20/2023	\$0.00
06/30/2023					N			\$265.19
74	SCE / SCE							23U700456862263B
NO3 PMP ENRGY		06/20/2023	N	N			07/10/2023 06/20/2023	\$0.00
06/30/2023					N			\$23,128.73
75	SCE / SCE							23U700456862263C
WTR PMP ENRGY		06/20/2023	N	N			07/10/2023 06/20/2023	\$0.00
06/30/2023					N			\$39,778.15
76	SCE / SCE							23U700456862263C.
WTR PMP ENRGY		06/20/2023	N	N			07/10/2023 06/20/2023	\$0.00
06/30/2023					N			\$2,823.30
77	UPS / UNITED PARCEL SERVICE							0000F90872243
POSTAGE		06/17/2023	N	N			07/17/2023 06/17/2023	\$0.00
06/30/2023					N			\$1.20
78	UPS / UNITED PARCEL SERVICE							000F908W2203
POSTAGE		05/20/2023	N	N			06/19/2023 05/20/2023	\$0.00
06/30/2023					N			\$20.08
79	AIRGAS / AIRGAS USA, LLC							9139345608
CO2 TNK PARTS		06/22/2023	N	N			07/22/2023 06/22/2023	\$0.00
06/30/2023					N			\$28.69
80	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF31201-0267
WTR ANALYSES		06/20/2023	N	N			07/20/2023 06/20/2023	\$0.00
06/30/2023					N			\$54.00

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GL Date		Immediate GL Account		Credit Card				Total Invoice
81	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF31202-0267
WTR ANALYSES		06/20/2023	N	N		07/20/2023	06/20/2023	\$0.00
06/30/2023				N				\$36.00
82	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF31340-0267
WTR ANALYSES		06/21/2023	N	N		07/21/2023	06/21/2023	\$0.00
06/30/2023				N				\$81.00
83	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF31417-0267
WTR ANALYSES		06/21/2023	N	N		07/21/2023	06/21/2023	\$0.00
06/30/2023				N				\$39.00
84	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF31418-0267
WTR ANALYSES		06/21/2023	N	N		07/21/2023	06/21/2023	\$0.00
06/30/2023				N				\$200.00
85	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF31419-0267
WTR ANALYSES		06/21/2023	N	N		07/21/2023	06/21/2023	\$0.00
06/30/2023				N				\$240.00
86	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF31420-0267
WTR ANALYSES		06/21/2023	N	N		07/21/2023	06/21/2023	\$0.00
06/30/2023				N				\$160.00
87	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF31421-0267
WTR ANALYSES		06/21/2023	N	N		07/21/2023	06/21/2023	\$0.00
06/30/2023				N				\$20.00
88	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF31536-0267
WTR ANALYSES		06/23/2023	N	N		07/23/2023	06/23/2023	\$0.00
06/30/2023				N				\$180.00
89	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF31538-0267
WTR ANALYSES		06/23/2023	N	N		07/23/2023	06/23/2023	\$0.00
06/30/2023				N				\$36.00
90	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF31589-0267
WTR ANALYSES		06/26/2023	N	N		07/26/2023	06/26/2023	\$0.00
06/30/2023				N				\$90.00
91	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF31640-0267
WTR ANALYSES		06/26/2023	N	N		07/26/2023	06/26/2023	\$0.00
06/30/2023				N				\$116.00
92	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF31642-0267
WTR ANALYSES		06/26/2023	N	N		07/26/2023	06/26/2023	\$0.00
06/30/2023				N				\$135.00
93	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF31644-0267
WTR ANALYSES		06/26/2023	N	N		07/26/2023	06/26/2023	\$0.00
06/30/2023				N				\$1,500.00
94	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF31646-0267
WTR ANALYSES		06/26/2023	N	N		07/26/2023	06/26/2023	\$0.00
06/30/2023				N				\$1,415.68
95	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF31647-0267
WTR ANALYSES		06/26/2023	N	N		07/26/2023	06/26/2023	\$0.00
06/30/2023				N				\$353.92
96	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF31649-0267
WTR ANALYSES		06/26/2023	N	N		07/26/2023	06/26/2023	\$0.00
06/30/2023				N				\$297.28

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GL Date	Immediate GL Account				Credit Card	CC Reference #	Payment Date	Total Invoice
97	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CF31651-0267
WTR ANALYSES		06/26/2023	N	N		07/26/2023	06/26/2023	\$0.00
06/30/2023					N			\$891.84
98	DEPENDABLE SPECIAL INSPECTIONS LLC / DEPEND							R38-4
INSP.FENCE PROJ.		05/17/2023	N	N		06/16/2023	05/17/2023	\$0.00
06/30/2023					N			\$600.00
99	DH WATER / D&H WATER SYSTEMS							I2023-0859
PARTS		06/23/2023	N	N		07/23/2023	06/23/2023	\$0.00
06/30/2023					N			\$334.50
100	GRAINGER / GRAINGER							9749073517
SUPPLIES		06/22/2023	N	N		07/22/2023	06/22/2023	\$0.00
06/30/2023					N			\$92.52
101	HACH CO. / HACH COMPANY							13622197
REAGENT SET		06/15/2023	N	N		07/15/2023	06/15/2023	\$0.00
06/30/2023					N			\$996.52
102	HACH CO. / HACH COMPANY							13626659
CHLORINE PKS		06/21/2023	N	N		07/21/2023	06/21/2023	\$0.00
06/30/2023					N			\$1,077.50
103	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI							012M5117
PARTS		06/20/2023	N	N		07/20/2023	06/20/2023	\$0.00
06/30/2023					N			\$33.11
104	LILLESTRAND / LILLESTRAND LEADERSHIP CONSUL'							7832
CNSLTNG/BECK,HAMBL		06/15/2023	N	N		07/15/2023	06/15/2023	\$0.00
06/30/2023					N			\$2,000.00
105	MERIT OIL / MERIT OIL COMPANY							783327
GASOLINE		06/13/2023	N	N		06/28/2023	06/13/2023	\$0.00
06/30/2023					N			\$1,380.86
106	RIVERSIDE CITY / RIVERSIDE CITY							00271358.A
MAY 23" SURCHARGE		06/20/2023	N	N		07/20/2023	06/20/2023	\$0.00
06/30/2023					N			\$18,105.01
107	RIVERSIDE CITY / RIVERSIDE CITY							00271358.B
MAY 23" TRTMT		06/20/2023	N	N		07/20/2023	06/20/2023	\$0.00
06/30/2023					N			\$116,246.41
108	SERVPRO OF EAST RIVERSIDE CITY / SERVPRO OF							5000777
MOLD REPAIR		06/15/2023	N	N		07/15/2023	06/15/2023	\$0.00
06/30/2023					N			\$3,453.54
109	YO FIRE / YO FIRE							2023744
PARTS		06/22/2023	N	N		07/22/2023	06/22/2023	\$0.00
06/30/2023					N			\$883.55
110	VICTOR PASILLAS / VICTOR PASILLAS							20230424.B
CLAIM		04/25/2023	N	N		05/25/2023	04/25/2023	\$0.00
06/30/2023					N			\$600.00
111	BERNELL / BERNELL HYDRAULICS, INC.							0457807-IN
PARTS		06/26/2023	N	N		07/26/2023	06/26/2023	\$0.00
06/30/2023					N			\$49.69
112	CHASE CARD SERVICES / CHASE CARD SERVICES							23U77049795.A
GENERAL OFFICE EXPEN		06/17/2023	N	N		07/11/2023	06/17/2023	\$0.00
06/30/2023					N			\$1,372.60

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GL Date	Immediate GL Account				Credit Card	CC Reference #	Payment Date	Total Invoice
113	CHASE CARD SERVICES / CHASE CARD SERVICES							23U77049795.B
OFFICE SUPPLIES	06/17/2023	N	N			07/11/2023	06/17/2023	\$0.00
06/30/2023					N			\$1,238.10
114	CHASE CARD SERVICES / CHASE CARD SERVICES							23U77049795.C
RECRUITMENT	06/17/2023	N	N			07/11/2023	06/17/2023	\$0.00
06/30/2023					N			\$505.00
115	CHASE CARD SERVICES / CHASE CARD SERVICES							23U77049795.D
R&M WATER SYSTEM	06/17/2023	N	N			07/11/2023	06/17/2023	\$0.00
06/30/2023					N			\$1,015.59
116	CHASE CARD SERVICES / CHASE CARD SERVICES							23U77049795.E
OPERATING EXPENSES	06/17/2023	N	N			07/11/2023	06/17/2023	\$0.00
06/30/2023					N			\$188.47
117	CHASE CARD SERVICES / CHASE CARD SERVICES							23U77049795.F
GENERAL SUPPLIES	06/17/2023	N	N			07/11/2023	06/17/2023	\$0.00
06/30/2023					N			\$36.41
118	CHASE CARD SERVICES / CHASE CARD SERVICES							23U77049795.G
R&M EQUIPMENT	06/17/2023	N	N			07/11/2023	06/17/2023	\$0.00
06/30/2023					N			\$105.00
119	COAST FITNESS REPAIR SHOP / COAST FITNESS RE							84747
EQUIPMENT	06/27/2023	N	N			07/27/2023	08/06/2023	\$0.00
06/30/2023					N			\$6,478.02
120	DURNEY DON / DURNEY, DON							20230626
GRDNG WD ABATE	06/26/2023	N	N			07/26/2023	06/26/2023	\$0.00
06/30/2023					N			\$2,617.50
121	GENESIS PRINTERS / GENESIS PRINTERS							12180
RED CARDS/POLICIES	06/26/2023	N	N			07/26/2023	06/26/2023	\$0.00
06/30/2023					N			\$1,339.58
122	GRAINGER / GRAINGER							9750391337
SUPPLIES	06/23/2023	N	N			07/23/2023	06/23/2023	\$0.00
06/30/2023					N			\$328.55
123	GRAINGER / GRAINGER							9753256800
SUPPLIES	06/27/2023	N	N			07/27/2023	06/27/2023	\$0.00
06/30/2023					N			\$189.93
124	GRAINGER / GRAINGER							9753256818
TOOLS	06/27/2023	N	N			07/27/2023	06/27/2023	\$0.00
06/30/2023					N			\$614.27
125	HACH CO. / HACH COMPANY							13629607
SUPPLIES	06/22/2023	N	N			07/22/2023	06/22/2023	\$0.00
06/30/2023					N			\$1,989.56
126	HACH CO. / HACH COMPANY							13633683
MAG.ANALYZER	06/26/2023	N	N			07/26/2023	06/26/2023	\$0.00
06/30/2023					N			\$1,914.01
127	HACH CO. / HACH COMPANY							13633888
WTR ANALYZER	06/27/2023	N	N			07/27/2023	06/27/2023	\$0.00
06/30/2023					N			\$7,273.13
128	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI							012M5302
PARTS	06/28/2023	N	N			07/28/2023	06/28/2023	\$0.00
06/30/2023					N			\$18.10

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GL Date		Immediate	GL Account	Credit Card	CC Reference #	Payment Date		Total Invoice
129	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI							012M5303
PARTS		06/28/2023	N	N		07/28/2023	06/28/2023	\$0.00
06/30/2023					N			\$167.35
130	MERIT OIL / MERIT OIL COMPANY							784798
GASOLINE		06/22/2023	N	N		07/22/2023	06/22/2023	\$0.00
06/30/2023					N			\$1,543.28
131	SOCAL TRUCK / SOCAL TRUCKWORKS							13028
R&M TRUCK		06/26/2023	N	N		07/26/2023	06/26/2023	\$0.00
06/30/2023					N			\$86.00
132	STEPSAVER / STEP-SAVER CA.LLC							CT490516
SALT		06/26/2023	N	N		07/26/2023	06/26/2023	\$0.00
06/30/2023					N			\$5,279.00
133	YO FIRE / YO FIRE							2023777
PARTS		06/23/2023	N	N		07/23/2023	06/23/2023	\$0.00
06/30/2023					N			\$1,357.65
134	GRAINGER / GRAINGER							9755417590
SUPPLIES		06/28/2023	N	N		07/28/2023	06/28/2023	\$0.00
06/30/2023					N			\$57.16
135	GRAINGER / GRAINGER							9755417616
SUPPLIES		06/28/2023	N	N		07/28/2023	06/28/2023	\$0.00
06/30/2023					N			\$34.85
136	KRIEGER & STEWART / KRIEGER & STEWART, INC.							48402
WTR CNSLT		06/26/2023	N	N		07/26/2023	06/26/2023	\$0.00
06/30/2023					N			\$7,751.75
137	KRIEGER & STEWART / KRIEGER & STEWART, INC.							48403
WSTE WTR CNSLT		06/26/2023	N	N		07/26/2023	06/26/2023	\$0.00
06/30/2023					N			\$199.00
138	KRIEGER & STEWART / KRIEGER & STEWART, INC.							48404
PRETRTMNT		06/26/2023	N	N		07/26/2023	06/26/2023	\$0.00
06/30/2023					N			\$1,120.00
139	KRIEGER & STEWART / KRIEGER & STEWART, INC.							48405
PRETRTMNT		06/26/2023	N	N		07/26/2023	06/26/2023	\$0.00
06/30/2023					N			\$5,085.50
140	KRIEGER & STEWART / KRIEGER & STEWART, INC.							48406
AGUA/COMM PK 37528		06/26/2023	N	N		07/26/2023	06/26/2023	\$0.00
06/30/2023					N			\$1,748.40
141	KRIEGER & STEWART / KRIEGER & STEWART, INC.							48407
EMRLD RDGE 36947		06/26/2023	N	N		07/26/2023	06/26/2023	\$0.00
06/30/2023					N			\$1,023.00
142	KRIEGER & STEWART / KRIEGER & STEWART, INC.							48408
EMRLD RDGE 37640		06/26/2023	N	N		07/26/2023	06/26/2023	\$0.00
06/30/2023					N			\$1,027.75
143	KRIEGER & STEWART / KRIEGER & STEWART, INC.							48409
SADDLEHORN RNCH 3817		06/26/2023	N	N		07/26/2023	06/26/2023	\$0.00
06/30/2023					N			\$2,160.00
144	KRIEGER & STEWART / KRIEGER & STEWART, INC.							48410
RCSD TRACK 32721		06/26/2023	N	N		07/26/2023	06/26/2023	\$0.00
06/30/2023					N			\$2,108.50

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145	KRIEGER & STEWART / KRIEGER & STEWART, INC.							48411
EMRLD RDGE 36947		06/26/2023	N	N		07/26/2023	06/26/2023	\$0.00
06/30/2023				N				\$7,260.50
146	KRIEGER & STEWART / KRIEGER & STEWART, INC.							48412
WTR CNSLT		06/26/2023	N	N		07/26/2023	06/26/2023	\$0.00
06/30/2023				N				\$4,975.00
147	KRIEGER & STEWART / KRIEGER & STEWART, INC.							48413
MARKET & 24TH PIPE		06/26/2023	N	N		07/26/2023	06/26/2023	\$0.00
06/30/2023				N				\$1,056.39
148	KRIEGER & STEWART / KRIEGER & STEWART, INC.							48414
THOMPSON FILT.SYST		06/26/2023	N	N		07/26/2023	06/26/2023	\$0.00
06/30/2023				N				\$13,759.35
149	KRIEGER & STEWART / KRIEGER & STEWART, INC.							48415
THOMPSON TANK EVA		06/26/2023	N	N		07/26/2023	06/26/2023	\$0.00
06/30/2023				N				\$3,433.95
150	KRIEGER & STEWART / KRIEGER & STEWART, INC.							48416
MGMT PLAN/SWR		06/26/2023	N	N		07/26/2023	06/26/2023	\$0.00
06/30/2023				N				\$14,725.50
151	KVL TIRES / KVL TIRES							23-0023739-124
R&M TRUCK		06/28/2023	N	N		07/28/2023	06/28/2023	\$0.00
06/30/2023				N				\$640.98
152	KVL TIRES / KVL TIRES							23-0023774-124
R&M TRUCK		06/28/2023	N	N		07/28/2023	06/28/2023	\$0.00
06/30/2023				N				\$44.68
153	MERIT OIL / MERIT OIL COMPANY							785378
DIESEL		06/22/2023	N	N		07/07/2023	06/22/2023	\$0.00
06/30/2023				N				\$442.53
154	MERIT OIL / MERIT OIL COMPANY							DIESEL
785682		06/23/2023	N	N		07/23/2023	06/23/2023	\$0.00
06/30/2023				N				\$361.79
155	MERIT OIL / MERIT OIL COMPANY							785947
DIESEL		06/26/2023	N	N		07/11/2023	06/26/2023	\$0.00
06/30/2023				N				\$215.95
156	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC							060823/062823.A
COM TRSH		06/29/2023	N	N		07/29/2023	06/29/2023	\$0.00
06/30/2023				N				\$59,307.20
157	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC							060823/062823.B
RES TRSH		06/29/2023	N	N		07/29/2023	06/29/2023	\$0.00
06/30/2023				N				\$182,057.91
158	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC							060823/062823.C
RCSD SHR COMM		06/29/2023	N	N		07/29/2023	06/29/2023	\$0.00
06/30/2023				N				(\$7,709.94)
159	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC							060823/062823.D
RCSD SHR RES		06/29/2023	N	N		07/29/2023	06/29/2023	\$0.00
06/30/2023				N				(\$5,340.49)
160	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC							060823/062823.E
BILLING FEE		06/29/2023	N	N		07/29/2023	06/29/2023	\$0.00
06/30/2023				N				(\$3,000.00)

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GL Date		Immediate GL Account			Credit Card	CC Reference #		Total Invoice	
161	UNIVAR SOLUTIONS / UNIVAR SOLUTIONS							51269168	
SODIUM HYPO		06/28/2023	N	N			07/28/2023 06/28/2023	\$0.00	
06/30/2023					N			\$5,164.25	
Grand Totals									
								Total Direct Expense:	\$1,281,117.11
								Total Direct Expense Adj:	(\$16,050.43)
								Total Non-Electronic Transactions:	\$1,265,066.68

Report Summary

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

BAC 6/29/23

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

10. Correspondence and Related Information:

11. 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

12. Receive and File Statement of Cash Asset Schedule Report Ending
May 2023: **DM 2023-58**

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 2023-58

July 6, 2023

To: Rubidoux Community Services District
 Board of Directors

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

BACKGROUND:

Attached for the Board of Directors' consideration is the May 2023 Statement of Cash Assets Schedule Report for all District Fund Accounts. Year to date ("YTD") interest is \$454,634.78 for District controlled accounts. With respect to District "Funds in Trust," \$9,254.47 has been earned and posted. The District has a combined YTD interest earned total of \$463,889.25 as of May 31, 2023.

The District's Operating Funds (Excluding Restricted Funds and Operating Reserves) show a balance of \$15,028,324.94 ending May 31, 2023. This is **\$6,018,138.69 MORE** than July 1, 2022, beginning balance of \$9,010,186.25.

Further, the District's Field/Admin Fund current fund balance is \$752,731.79.

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

RECOMMENDATION:

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

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

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

RUBIDOUX COMMUNITY SERVICES DISTRICT

INVESTMENT SUMMARY - MAY 31, 2023
CASH BASIS

	Beg. Balance 7/1/2022	YTD Int.	Other Activity YTD	Balance 5/31/2023	YTD Avg. Int. Rate
Operating Accounts	\$ 9,010,186.25	\$ 159,886.95	\$ 5,858,251.74	\$ 15,028,324.94	1.06%
Water Operating Reserve	4,282,837.74	67,192.37	(0.03)	4,350,030.08	1.54%
Wastewater Operating Reserve	584,943.83	9,177.05	0.32	594,121.20	1.54%
Water Replacement Reserve	758,237.06	13,371.72	155,469.05	927,077.83	1.44%
Fire Mitigation Reserve	1,816,926.78	40,225.65	1,587,347.91	3,444,500.34	1.17%
Wastewater Reserve	569,455.40	28,059.40	1,830,163.20	2,427,678.00	1.16%
Wastewater Replacement Res.	435,235.16	7,719.93	103,085.00	546,040.09	1.41%
Water Reserve	932,478.64	45,162.65	3,100,193.90	4,077,835.19	1.11%
COP Restricted	1,381,199.84	24,581.77	237,046.63	1,642,828.24	1.50%
Field/Admin Reserve	730,719.68	11,392.64	10,619.47	752,731.79	1.51%
Grant Restricted Reserve	300,818.36	3,428.27	(250,329.02)	53,917.61	6.36%
Project Admin Building	-	16,530.34	1,095,323.16	1,111,853.50	1.49%
Project Ops Building	-	27,906.04	1,995,230.14	2,023,136.18	1.38%
Funds in Trust	1,152,818.96	9,254.47	(57,596.64)	1,104,476.79	0.84%
Total Investments	\$ 21,955,857.70	\$ 463,889.25	\$ 15,664,804.83	\$ 38,084,551.78	1.22%

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
 FOR PERIOD JULY 1, 2022 THRU MAY 31, 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>
5/1/2023	Premier Bank	CD		Beg. Bal.				170,424.60	
	Premier Bank			Interest	7.23	0.05	-	170,424.60	
	Premier Bank			Redeem	-			170,424.60	
5/31/2023	Premier Bank	CD	10/3/2023	Purchase	-			170,424.60	
5/1/2023	Premier Bank	Checking Fire Mitigation		Beg. Bal.				8,835.50	
	Premier Bank			Activity	-	0.00	-	8,835.50	
5/31/2023	Premier Bank			End Bal.	-			8,835.50	
5/1/2023	LAIF	Fire Mitigation		Beg. Bal.				3,249,048.94	
	LAIF			Interest		2.83	-	3,249,048.94	
5/31/2023	LAIF			Activity	(5,190.00)			3,243,858.94	
5/1/2023	Premier Bank	Safekeeping		Beg. Bal.				21,374.30	
	Premier Bank			Activity	-	-	7.00	21,381.30	
5/31/2023	Premier Bank			End Bal.				21,381.30	\$ 3,444,500.34

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
 FOR PERIOD JULY 1, 2022 THRU MAY 31, 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>
5/1/2023	LAIF	Sewer Mainline		Beg. Bal.				2,365,464.64	
	LAIF			Interest		2.83	-	2,365,464.64	
5/31/2023	LAIF			Activity	(10,175.75)			2,355,288.89	
5/1/2023	CBB	Safekeeping		Beg. Bal.				72,389.11	
	CBB			Activity	-	0.05	-	72,389.11	
5/31/2023	CBB			End Bal.				72,389.11	\$ 2,427,678.00

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
 FOR PERIOD JULY 1, 2022 THRU MAY 31, 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>
5/1/2023	LAIF	Water Mainline		Beg. Bal.				3,790,288.75	
	LAIF			Interest		2.83	-	3,790,288.75	
5/31/2023	LAIF			Activity		36,244.00			3,826,532.75
5/1/2023	Citizens Bus	CD		Beg. Bal.				225,000.00	
	Citizens Bus			Activity		-	0.10	-	225,000.00
	Citizens Bus			Redeem		-	n/a		225,000.00
5/31/2023	Citizens Bus	CD	10/5/2023	Purchase	-			225,000.00	
5/1/2023	Premier Bank	Safekeeping		Beg. Bal.				1,670.97	
	Premier Bank			Activity		-	-	-	1,670.97
5/31/2023	Premier Bank			End Bal.					1,670.97
5/1/2023	CBB	Safekeeping		Beg. Bal.				24,631.47	
	CBB			Activity		-	0.05	-	24,631.47
5/31/2023	CBB			End Bal.					24,631.47

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
 FOR PERIOD JULY 1, 2022 THRU MAY 31, 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>
5/1/2023	Premier Bank	Checking-Gen.		Beg. Bal.				164,321.77	
	Premier Bank			Deposits	4,629,648.99	0.00	-	4,793,970.76	
5/31/2023	Premier Bank			Disbursements	(4,266,302.15)			527,668.61	
5/1/2023	Premier Bank	Checking Property Tax		Beg. Bal.				226,459.67	
	Premier Bank			Deposits	1,801,476.30	0.00	-	2,027,935.97	
5/31/2023	Premier Bank			Disbursements	(222,000.00)			1,805,935.97	
5/1/2023	Premier Bank	Checking-Sewer		Beg. Bal.				4,237.28	
	Premier Bank			Deposits	251,986.13	0.00	-	256,223.41	
5/31/2023	Premier Bank			Disbursements	(252,397.55)			3,825.86	
5/1/2023	Premier Bank	Checking-Water		Beg. Bal.				717,114.12	
	Premier Bank			Deposits	1,185,578.23	0.00	-	1,902,692.35	
5/31/2023	Premier Bank			Disbursements	(1,105,555.81)			797,136.54	

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
 FOR PERIOD JULY 1, 2022 THRU MAY 31, 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>
5/1/2023	Premier Bank	Operations		Beg. Bal				276,342.99	
	Premier Bank	Safekeeping		Deposits	-	0.00	-	276,342.99	
5/31/2023	Premier Bank			Disbursements				276,342.99	
5/1/2023	LAIF	Gen. Fund-Prop Tax		Beg. Bal				7,430,305.75	
	LAIF	Qtrly. Interest		Deposits	2,177,300.00	2.83	-	9,607,605.75	
5/31/2023	LAIF			Disbursements	(1,240,110.00)			8,367,495.75	
5/1/2023	LAIF	Water Op.		Beg. Bal				3,180,230.68	
	LAIF	Qtrly. Interest		Deposits	247,078.80	2.83	-	3,427,309.48	
5/31/2023	LAIF			Disbursements	(1,318,052.50)			2,109,256.98	
5/1/2023	LAIF	Sewer Op.		Beg. Bal				1,554,914.99	
	LAIF	Qtrly. Interest		Deposits	10,175.75	2.83	-	1,565,090.74	
5/31/2023	LAIF			Disbursements	(424,428.50)			1,140,662.24	\$15,028,324.94

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
 FOR PERIOD JULY 1, 2022 THRU MAY 31, 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>
5/1/2023	LAIF	Water Op. Reserve		Beg. Bal				4,350,030.08	
	LAIF	Qtrly. Interest		Deposits	-	2.83	-	4,350,030.08	
5/31/2023	LAIF			Disbursements	-			4,350,030.08	
5/1/2023	LAIF	Water Replacement		Beg. Bal				924,879.63	
	LAIF	Qtrly. Interest		Deposits	12,800.00	2.83	-	937,679.63	
5/31/2023	LAIF			Disbursements	(10,601.80)			927,077.83	
5/1/2023	LAIF	Wastewater Replacement		Beg. Bal.				536,611.59	
	LAIF	Qtrly. Interest		Interest		2.83	-	536,611.59	
5/31/2023	LAIF			Activity	9,428.50			546,040.09	
5/1/2023	LAIF	COP-Payback		Beg. Bal				1,819,349.24	
	LAIF	Qtrly. Interest		Deposits	93,200.00	2.83	-	1,912,549.24	
5/31/2023	LAIF			Disbursements	(269,721.00)			1,642,828.24	
5/1/2023	LAIF	Grant-Trash		Beg. Bal				53,917.61	
	LAIF	Qtrly Interest		Deposits	-	2.83	-	53,917.61	
5/31/2023	LAIF			Disbursements	-			53,917.61	
5/1/2023	LAIF	Field/Admin Bldg.		Beg. Bal				743,679.84	
	LAIF	Qtrly Interest		Deposits	9,051.95	2.83	-	752,731.79	
5/31/2023	LAIF			Disbursements	-			752,731.79	
5/1/2023	LAIF	Wastewater Op. Reserve		Beg. Bal				594,121.20	
	LAIF	Qtrly. Interest		Deposits	-	2.83	-	594,121.20	
5/31/2023	LAIF			Disbursements	-			594,121.20	
5/1/2023	LAIF	Project Admin Bldg		Beg. Bal				1,111,853.50	
	LAIF	Qtrly. Interest		Deposits	-	2.83	-	1,111,853.50	
5/31/2023	LAIF			Disbursements	-			1,111,853.50	
5/1/2023	LAIF	Project Ops Bldg		Beg. Bal				2,023,136.18	
	LAIF	Qtrly. Interest		Deposits	-	2.83	-	2,023,136.18	
5/31/2023	LAIF			Disbursements	-			2,023,136.18	\$12,001,736.52

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
 FOR PERIOD JULY 1, 2022 THRU MAY 31, 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>
5/1/2023	U.S. Bank	COP's Refunding-Series 1998						737,388.44	
		Install Sale		7,893.57	-	0.17	27.60	737,416.04	
5/31/2023		Reserve-LAIF (From US Bank)		729,522.47		0.65	-	737,416.04	
5/1/2023	Premier Bank	Fiscal Agent-SRL MN Plant		Beg. Bal				367,013.99	
		Deposits			-	0.20	46.76	367,060.75	
5/31/2023		Disbursements			-			367,060.75	\$ 1,104,476.79
TOTAL CASH FUNDS									\$38,084,551.78

RCSD PORTFOLIO HOLDINGS REPORT
MAY 31, 2023

<u>Issuer</u>	<u>Maturity</u>	<u>Acquisition Cost</u>	<u>Current Market</u>	<u>Gain/Loss</u>	<u>Yld Mat</u>
AGENCY		-	-	-	-
U.S. TREASURIES		-	-	-	-
COMMERCIAL PAPER		-	-	-	-
FUNDS IN TRUST		\$ 1,104,476.79	\$ 1,104,476.79		
COLLATERALIZED TIME DEPOSITS					
Premier	10/3/2023	\$ 170,424.60	\$ 170,424.60		0.05
Citizens Business Bank	10/5/2023	225,000.00	225,000.00		0.10
Subtotals		\$ 395,424.60	\$ 395,424.60	-	-
CASH EQUIVALENT & MONEY MARKET					
LOCAL AGENCY INVESTMENT FUND (LAIF)		\$ 33,044,832.07	\$ 33,044,832.07	-	2.83
DEPOSITS HELD WITH FINANCIAL INSTITUTIONS		3,539,818.32	3,539,818.32	-	-
Subtotals		\$ 36,584,650.39	\$ 36,584,650.39	-	-
GRAND TOTALS		\$ 38,084,551.78	\$ 38,084,551.78	-	-

RCSD Investment Portfolio
MAY 31, 2023

Maturity

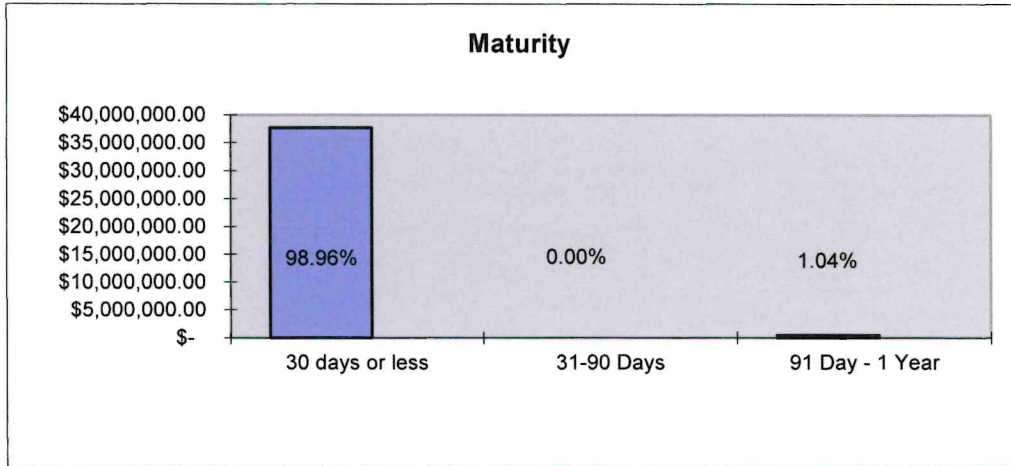
30 days or less
31-90 Days
91 Day - 1 Year

Total

Assets

\$ 37,689,127.18
-
395,424.60

\$ 38,084,551.78



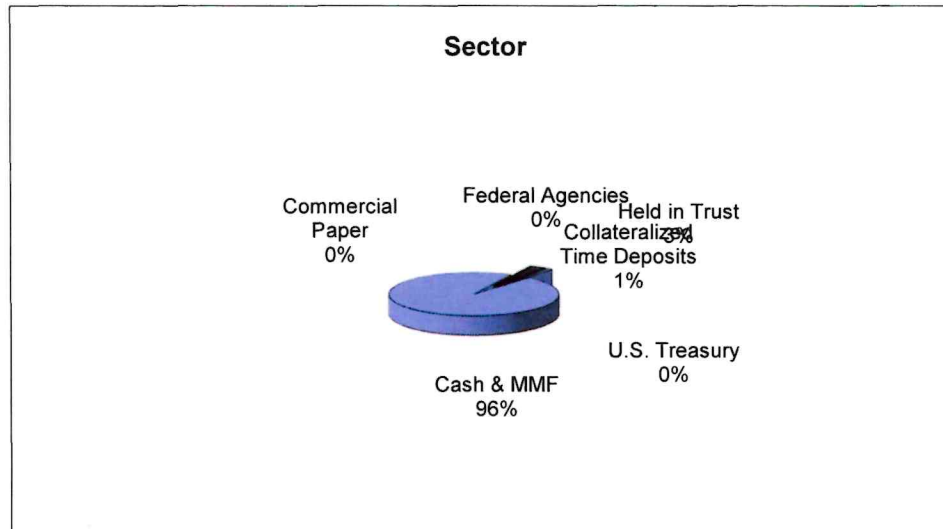
Sector

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

Total

\$ 36,584,650.39
-
-
-
1,104,476.79
395,424.60

\$ 38,084,551.78



13. Special District Member Election to the LAFCO Countywide Oversight
Board: **DM 2023-59**

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 2023-59

July 6, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: Special District Member Election to the LAFCO Countywide Oversight Board

BACKGROUND:

The Riverside Local Agency Formation Commission (“LAFCO”) currently has a vacancy for its Countywide Oversight Board (“CWOB”). A call for nominations was issued by LAFCO seeking potential nominees interested in the position. The Rubidoux Community Services District (“District”) is a member of the Independent Special Districts in Riverside County (“SDSC”). Each Independent SDSC was granted the authority to appoint one (1) special district representative to the oversight board pursuant to Health and Safety Code Section 34179.

Every Board of Director of the District was eligible to be nominated for this appointment. The CWOB reviews complex governmental financial documents and although not a statutory requirement, previous experience or skills involving financial matters or prior experience on an existing oversight board might be helpful.

On May 18, 2023, under Director’s Memorandum 2023-49 (Attachment A), Vice President Skerbelis indicated interest in the LAFCO CWOB vacancy and the Board subsequently supported nominating Vice President Skerbelis to the position. The nomination form was completed by President Murphy and submitted by staff to LAFCO shortly thereafter (Attachment B).

On June 13, 2023, District staff received the official ballot packet for the 2023 CWOB election (Attachment C). Vice President Skerbelis is one of five candidates on the ballot. The election for this position will not utilize Instant Runoff Voting (“IRV”). The District can only select one candidate. The candidate receiving the highest number of votes will be the primary appointee. The candidates receiving the second and third highest votes will be the first and second alternatives, respectively. The ballot must be completed by the Board President or other member of the Board authorized to vote in place of the Board President. Historically, the Board President has

completed the ballot. In this case, President Murphy would complete the ballot on behalf of the District. Staff recommends the Board review the ballot and authorize President Murphy to complete the ballot for the preferred candidate. Ballots must be delivered to the LAFCO office prior to 5:00 PM on July 14, 2023.

RECOMMENDATION:

Management recommends the Board of Directors of the District:

1. Review the LAFCO Countywide Oversight Board ballot and select a preferred candidate for the District's vote.
2. Authorize the Board President to complete and sign the ballot on behalf of the District and direct the General Manager to submit the ballot to LAFCO on or before July 14, 2023.

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

Attachment(s):

- A – DM 2023-49
- B – LAFCO CWOB Nomination Form
- C – LAFCO CWOB Ballot and Instructions

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 2023-49

May 18, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Call for Nominations for a Special District Member of the LAFCO Countywide Oversight Board

BACKGROUND:

The Riverside Local Agency Formation Commission ("LAFCO") currently has a vacancy for its Countywide Oversight Board ("CWOB"). A call for nominations was issued by LAFCO seeking potential nominees interested in the position. The Rubidoux Community Services District ("District") is a member of the Independent Special Districts in Riverside County ("SDSC"). Each Independent SDSC was granted the authority to appoint one (1) special district representative to the oversight board pursuant to Health and Safety Code Section 34179.

As part of the dissolution of redevelopment agencies ("RDAs"), oversight boards were established for each of the development successor agencies charged with winding down the affairs of the former RDAs. In September of 2015, Governor Brown signed SB 107, a bill which required the consolidation of RDA oversight boards. SB 107 mandated the consolidation of these boards by July 1, 2018, with a single new countywide board in each county. In Riverside County, the existing 25 oversight boards were consolidated into a Countywide Oversight Board. The law further directs the Independent SDSC in each county to appoint special district representatives to the board.

Every Board of Director of Rubidoux is eligible to be nominated for this appointment. The CWOB reviews complex governmental financial documents and although not a statutory requirement, previous experience or skills involving financial matters or prior experience on an existing oversight board might be helpful.

The nomination period for this position began May 10, 2023, and will conclude on June 9, 2023. If appointed, there is no specified expiration of the term, however, appointees serve at the pleasure of the SDSC. The

attachments included with this Director's Memorandum go into more details regarding the process. It is recommended Board Members review this in preparation of consideration of nominating a Director at the Board's regularly scheduled Board Meeting on May 18, 2023.

RECOMMENDATION:

Staff recommends the Board of Directors consider interest by District Board Members for the Countywide Oversight Board and authorize Board President Murphy to nominate a Director and sign the Nomination Form.

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

Attachment(s):

- A – 2023 Countywide Oversight Board Nomination Form
- B – Call for Nominations for a Special District Member of the Countywide Oversight Board
- C – Letter Regarding Countywide Oversight Board Election
- D – Board Members Eligible for Appointment

2023 COUNTYWIDE OVERSIGHT BOARD NOMINATION FORM

I, _____ of the _____
Print Name of Presiding Officer *Name of District*

hereby nominate the following individual to the position of:

Special District Member to the Countywide Oversight Board

Nominee: _____

District: _____

I hereby certify that I am the presiding officer of the above named district, or the alternate designated by the governing body.

Signature

Date

The nomination period for this position will begin on May 10, 2023 and will close at 5:00 p.m. on June 9, 2023. Any member of the Special District Selection C (presiding officer or an alternate board member designated by the governing body) may nominate a current member of the legislative body of one of the District's listed on the enclosed "Board Members Eligible for Appointment to the Countywide Oversight Board 2023."

Please submit your nomination in writing on this form with an original signature to Rebecca Holtzclaw at rholtzclaw@lafco.org, or mail the form to the following address: Riverside LAFCO, 6216 Brockton Avenue, Suite 111-B, Riverside, CA 92506.

Nominations must be received in our office by 5 p.m. on June 9, 2023.

If you have any questions, please contact our office.



Sent Via Electronic Mail

May 9, 2023

**CALL FOR NOMINATIONS FOR A SPECIAL DISTRICT MEMBER
OF THE COUNTYWIDE OVERSIGHT BOARD**

To: Presiding Officers (c/o Clerks) of Independent Special Districts in Riverside County
cc: District Managers

As you were recently notified (see attached letter), we are commencing the selection process for a special district member to the Countywide Oversight Board. I have determined that a physical meeting of the Special District Selection Committee (SDSC) is not feasible at this time. Therefore, selection proceedings will be conducted by electronic mail. Specifically, the position is as follows:

Regular Special District Member of the Countywide Oversight Board - must be a board member from any district shown on the attached list.

The term of the Special District Member appointed to the Countywide Oversight Board shall commence at the end of the voting period. There is no specified expiration of the term, however, appointees serve at the pleasure of the SDSC.

The nomination period for this position will begin on May 10, 2023 and will close on June 9, 2023. Any member of the SDSC (presiding officer or an alternate board member designated by the governing body) may nominate a member of the legislative body of an independent special district board to fill the position subject to the following eligibility requirements for nominees:

Countywide Oversight Board, Special District Member: Nominees must be a current member of the governing board of one of the Districts listed on the attachment titled *Board Members Eligible for Appointment to the Oversight Board*. The regular member will be selected based on the number of votes received.

Please submit nominations in writing on the nomination form accompanying this notice to Rebecca Holtzclaw at rholtzclaw@lafco.org, or mail the form to the following address: Riverside LAFCO, 6216 Brockton Avenue, Suite 111-B, Riverside, CA 92506. All nominations must be signed by the presiding officer of your district board of directors or designated alternate. Nominations do not require action by the district board of directors. **Nominations must be received in our office by 5 p.m., June 9, 2023.**


CALL FOR NOMINATIONS

Page Two
May 9, 2023

Following the nomination period, ballots and voting instructions will be sent to SDSC members. In order to expedite the ballot process, if you have not already done so, please provide an email address to which we can send the presiding officer's ballot materials. You may email the information to rholtzclaw@lafco.org.

If you have any questions, please contact our office.

Sincerely,



Gary Thompson
Executive Officer

Attachment(s): SDSC Appointment Notice dated April 20, 2023 (sent via email)
Board Members Eligible for Appointment to the Oversight Board

cc: Imelda Delos Santos, Principal Management Analyst, Riverside County Executive Office
Khanh Truong, Riverside County Auditor-Controller, Property Tax Division

Date: April 20, 2023

To: Presiding Officers (c/o Clerks) of Independent Special Districts in Riverside County
cc: District Managers

Re: County-wide Oversight Board Election

I am writing to alert you to upcoming proceedings for filling the special district representative vacancy for the County-wide Oversight Board (CWOB). A call for nominations to the CWOB will be issued in the next few weeks. Please start considering potential nominees. Although all members of the Independent Special Districts in Riverside County (SDSC) are eligible to vote on the appointment, eligibility for appointment to the Oversight Board is limited to members of the legislative bodies of independent special districts eligible to receive property tax distributions pursuant to Health and Safety Code 34188. A list of those qualifying districts whose members would be eligible for appointment is attached. Current Alternates retain their current appointment, and are eligible for appointment to the regular position.

The Oversight Board reviews complex governmental financial documents. Although not a statutory requirement, previous experience or skills involving financial matters or prior experience on an existing Oversight Board might be helpful.

Each Independent SDSC was granted the authority to appoint one (1) special district representative to the oversight board pursuant to Health and Safety Code Section 34179. Current law (Government Code Sec. 56332) requires the Executive Officer of LAFCO to conduct the proceedings. Within the next two weeks, we will begin the process for an appointment to the COWB.

Background: As part of the dissolution of redevelopment agencies (RDAs), oversight boards were established for each of the redevelopment successor agencies charged with winding down the affairs of the former RDAs. In September of 2015, Governor Brown signed SB 107, a bill which required the consolidation of RDA oversight boards. SB 107 mandated the consolidation of these boards by July 1, 2018, with a single new county-wide board in each county. In Riverside County, the existing 25 oversight boards were consolidated into a Countywide Oversight Board. The law further directs the Independent SDSC in each county to appoint special district representatives to the board.


Provide contact info. The CWOB proceedings will be conducted by email. Statute makes provisions for nominations and ballot materials to be transmitted and returned by email. It would be most helpful if you provide us with the name, telephone number and appropriate email address of the presiding officer of your district board or alternate board member designated by your board (by resolution). Please send that contact information as soon as possible to Rebecca Holtzclaw at rholtzclaw@lafco.org.

Re: County-wide Oversight Board Election
April 20, 2023
Page Two

Follow up. After we have issued the call for nominations and upon the close of the nomination period, we will issue ballot materials, including instructions, to each member of the Independent SDSC (presiding officers or board designated alternates), via each district's Board Clerk, with copies to each district's General Manager. Please follow up to ensure ballots are signed and returned to LAFCO in a timely manner. It is important that we achieve a quorum in order to have a valid election.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



GARY THOMPSON
Executive Officer

Attachments:
List of qualifying District Boards

Board Members Eligible for Appointment to the Countywide Oversight Board 2023

Organization Name

1. Banning Library District
2. Beaumont-Cherry Valley Recreation & Park District
3. Beaumont Library District
4. Cabazon County Water District
5. Coachella Valley Mosquito & Vector Control District
6. Coachella Valley Public Cemetery District
7. Coachella Valley Resource Conservation District
8. Coachella Valley Water District
9. Desert Healthcare District
10. Desert Recreation District
11. Desert Water Agency
12. Edgemont Community Services District
13. Eastern Municipal Water District
14. Elsinore Valley Cemetery District
15. Elsinore Valley Municipal Water District
16. Home Gardens Sanitary District
17. Jurupa Area Recreation & Park District
18. Jurupa Community Services District
19. Lake Hemet Municipal Water District
20. Mission Springs Water District
21. Murrieta Valley Cemetery District
22. Northwest Mosquito & Vector Control District
23. Palo Verde Cemetery District
24. Palm Springs Cemetery District
25. Palo Verde Healthcare District
26. Palo Verde Valley Library District
27. Riverside-Corona Resource Conservation District
28. Rubidoux Community Services District
29. Rancho California Water District
30. Summit Cemetery District
31. San Geronio Memorial Healthcare District
32. San Geronio Pass Water Agency
33. San Jacinto Basin Resource Conservation District
34. San Jacinto Valley Cemetery District
35. Temecula Public Cemetery District
36. Temescal Valley Water District
37. Valley Sanitary District
38. Valley-Wide Recreation & Park District
39. Western Municipal Water District

2023 COUNTYWIDE OVERSIGHT BOARD NOMINATION FORM

I, BERNARD MURPHY of the RUBIDOUX COMMUNITY SERVICES DISTRICT
Print Name of Presiding Officer Name of District

hereby nominate the following individual to the position of:

Special District Member to the Countywide Oversight Board

Nominee: JOHN SKERBELIS

District: RUBIDOUX COMMUNITY SERVICES DISTRICT

I hereby certify that I am the presiding officer of the above named district, or the alternate designated by the governing body.

 19 MAY 2023
Signature Date

The nomination period for this position will begin on May 10, 2023 and will close at 5:00 p.m. on June 9, 2023. Any member of the Special District Selection C (presiding officer or an alternate board member designated by the governing body) may nominate a current member of the legislative body of one of the District's listed on the enclosed "Board Members Eligible for Appointment to the Countywide Oversight Board 2023."

Please submit your nomination in writing on this form with an original signature to Rebecca Holtzclaw at rholtzclaw@lafco.org, or mail the form to the following address: Riverside LAFCO, 6216 Brockton Avenue, Suite 111-B, Riverside, CA 92506.

Nominations must be received in our office by 5 p.m. on June 9, 2023.

If you have any questions, please contact our office.

Brian Laddusaw

From: Brian Laddusaw
Sent: Monday, May 22, 2023 7:54 AM
To: Rebecca Holtzclaw
Subject: RE: 2023 Countywide Oversight Board Nomination Packet
Attachments: Nomination Form.pdf

Rebecca,

Please see attached nomination form.

Please confirm receipt. Also, let me know if there is anything else you need from me.

Brian



Brian R. Laddusaw, CPA
General Manager

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

From: Rebecca Holtzclaw <rholtzclaw@lafco.org>
Sent: Tuesday, May 9, 2023 5:21 PM
To: Banning Library District - DC c/o DM <Kevin@banninglibrarydistrict.org>; Beaumont Library District - DC <laura.cook@bld.lib.ca.us>; Beaumont Library District - DM <luren.dickinson@bld.lib.ca.us>; Beaumont-Cherry Valley RPD - DC <nancy@bcvparks.com>; Beaumont-Cherry Valley RPD - DM <duane@bcvparks.com>; Beaumont-Cherry Valley Water - Board <erica.gonzales@bcvwd.org>; Beaumont-Cherry Valley Water - DC <cenica.smith@bcvwd.org>; Beaumont-Cherry Valley Water - DM <dan.jaggers@bcvwd.org>; Cabazon County Water - DC c/o Ellen Koumparis <ekoumparis@cabazonwater.org>; Cabazon County Water District - DM (Michael Pollack <mpollack@cabazonwater.org>; Chiriaco Summit WD - DC <board@cswaterdistrict.org>; Chiriaco Summit WD - DM (Eduardo Guevara <eguevara@cswaterdistrict.org>; Citrus Pest Control District No. 2 - DC c/o DM <citruspest@gmail.com>; CV Mosquito & Vector Control - DC (Melissa Tallion <mtallion@cvmosquito.org>; CV Mosquito & Vector Control - DM (Jeremy Wittie <jwittie@cvmosquito.org>; CV Public Cemetery District - DC (Sherry Winder <sherry.winder@cvpcd.org>; CV Public Cemetery District - DM (Josh Bonner <josh.bonner@cvpcd.org>; CV Resource Conservation District - DC c/o DM <yfranco@cvrzd.com>; CV Water District - DC (Sylvia Bermudez <SBermudez@cvwd.org>; CV Water District - DM (Jim Barrett <jbarrett@cvwd.org>; De Luz CSD - DC (Jessica Richards <jrichards@deluzcsd.org>; De Luz CSD - DM (James Emmons <jemmons@deluzcsd.org>; Desert Healthcare District - DC (Andrea Hayles <ahayles@dhcd.org>; Desert Healthcare District - DM c/o CAO <cchristensen@dhcd.org>; Desert Recreation District - DC (Delia Granados <dgranados@drd.us.com>; Desert Recreation District - DM (Kevin Kalman <kkalman@drd.us.com>; Desert Water Agency - DC (Sylvia Baca <sbaca@dwa.org>; Desert Water Agency - DM (Mark Krause <mkrause@dwa.org>; Eastern MWD - DC (Sheila Zelaya <zelayas@emwd.org>; Eastern MWD - DM (J. Mouawad <mouawadj@emwd.org>; Edgemont CSD - DC <jessica@edgemontcsd.org>; Elsinore Valley Cemetery District - DC c/o DM <district.manager@evcd.org>; Elsinore Valley MWD - DC (Terese Quintanar <terese@evmwd.net>; Elsinore Valley MWD - DC + (Christy Gonzalez <cgonzalez@evmwd.net>; Elsinore Valley MWD - DM (Greg Thomas <gthomas@evmwd.net>; Fern Valley WD - DC (Jessica Priefer <fvwd@verizon.net>; Fern Valley WD - DM (Victor Jimenez



BALLOT INSTRUCTIONS

SPECIAL DISTRICT APPOINTEE TO THE CONSOLIDATED COUNTYWIDE REDEVELOPMENT OVERSIGHT BOARD

To: Presiding Officers (c/o Clerks) of Independent Special Districts in Riverside County
cc: District Managers

Please read these instructions carefully before completing your ballot. As previously announced, a physical meeting of the Special District Selection Committee (SDSC) is not feasible at this time, therefore, the selection proceedings are being conducted by mail/email. A nomination period for each of the positions in the title above was opened on May 10, 2023 and closed June 9, 2023.

Countywide Oversight Board: Five nominations were received. Election for this position will not utilize IRV. The candidate receiving the highest number of votes will be the primary appointee to the Oversight Board. The candidates receiving the second and third highest vote tallies will be the first and second alternates, respectively. Therefore, you are to select only one candidate for this position.


General Instructions and Information:

- Completed ballots must be delivered to the LAFCO office at **6216 Brockton Avenue, Riverside, CA 92506 prior to 5:00 p.m. on July 14, 2023.**
- Only the presiding officer or another board member authorized by your board of directors to vote may cast the ballot. Board members designated by their district board to vote in place of the presiding officer must provide that authorization (in the form of a resolution or minute order) to LAFCO no later than the time the ballot is cast. District managers or other staff members may not vote.
- The voting member must print his or her name on the ballot as well as sign and date the certification indicating he or she is authorized to vote for the district. Failure to do so will invalidate the ballot.
- We must receive a ballot with an original signature. Photocopies will not be accepted. However, if you have previously authorized us to deliver your ballot materials via email, you may return a scanned copy of the signed ballot by email to rholtzclaw@lafco.org.
- The duties and other information related to appointments to the Oversight Board were previously transmitted. This and other information can be reviewed on the Riverside LAFCO website, www.lafco.org. A link to Special District Selection Committee Proceedings is included in Featured Items on our home page.

Finally, these positions ensure special districts are appropriately represented on our local boards. Appointments are only valid if ballots representing a quorum, from 29 of our 56 independent special districts, are returned. If we fail to make a timely local appointment, the Governor is authorized to fill that position and local special districts will not be represented. Please return your ballots in a timely manner.

If you have any questions, please contact our office at (951) 369-0631.

Sincerely,


Gary Thompson
Executive Officer
June 14, 2023

2023 COUNTYWIDE OVERSIGHT BOARD

SPECIAL DISTRICT MEMBER OFFICIAL BALLOT

Name of District: _____
(Required)

Certification of voting member:

I, _____ hereby certify that I am (check one):
Print Name Here (Required)

- the presiding officer of the above named district.
- a member of the board of the above named district authorized by the board to vote in place of the presiding officer. [Authorization previously transmitted attached]

Original Signature (Required)

Date (Required)

Special District Member of the Countywide Oversight Board (Term begins July 1, 2023)

Select only one candidate for this position.

JOHN SKERBELIS, Rubidoux Community Services District	<input type="checkbox"/>
JOHN AGUILAR, Coachella Valley Water District	<input type="checkbox"/>
STEVEN A. PASTOR, Lake Hemet Municipal Water District	<input type="checkbox"/>
DEBRA CANERO, Valley Sanitary District	<input type="checkbox"/>
RUSS MARTIN, Mission Springs Water District	<input type="checkbox"/>

Listed in random drawing order conducted on 6/14/2023 at 1:00 p.m.

Ballot must be received by 5:00 p.m., July 14, 2023 by email to rholtzclaw@lafco.org or delivered to LAFCO at 6216 Brockton Ave. Suite 111-B, Riverside, CA 92506.

14. Consider Approval of Proposal for Transmission Main Flushing From Webb
Associates: **DM 2023-60**

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 2023-60

July 6, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Approval of a Professional Services Proposal for Transmission Main Flushing with Webb Associates

BACKGROUND:

Rubidoux Community Services District (“District”) and Jurupa Community Services District (“Jurupa”) have an interagency potable water intertie at Jewel Street. Both agencies contributed funds to construct this intertie approximately 10 years ago. Although the intertie allows water to move in both directions, the main use of the facility has been to move District water to Jurupa. Jurupa is reliant on its groundwater wells for supply, which like the District has required installation of treatment processes for removal of various contaminants. In addition to its wells, Jurupa is a member of the Chino Desalter Authority and entitled to a supply of desalted water.

Based on anticipated future demand increases, Jurupa needs additional water supply and has partnered with the District to purchase District water. Jurupa ceased taking water from the District in 2018 due to the emergence of 1,2,3-TCP. Shortly after the District installed treatment processes to mitigate 1,2,3-TCP, the PFAS family of compounds emerged as the next contaminant of concern. Jurupa made a policy decision to not deliver water exceeding the notification level for any PFAS contaminant. The District potable supply exceeded the notification limit (“NL”), but not the then current response limit (“RL”). In early 2020, the Division of Drinking Water lowered the NL and RL for PFOS and PFOA and due to the District’s proximity to a closed landfill placed the District on an Order to not serve water to customers in excess of the lowered RL by September 2021. The District successfully installed treatment systems on all wells to remove PFAS and met the September 2021 deadline.

In January 2022, District staff began working on a wholesale water rate, incorporating the added operating costs associated with PFAS treatment in addition to capital recovery of the treatment systems and in March 2022 the District successfully negotiated Amendment No. 1 to the inter-agency operating agreement with Jurupa. Jurupa commenced water purchases in April 2022 and this continued throughout calendar year 2022 till late November. Since late November 2022 Jurupa has again ceased taking water from the District due to a variety of water quality concerns. Staff have addressed all the concerns and is in process of generating a technical memo to present to Jurupa outlining how the various concerns have been addressed.

The most problematic concern is manganese sediment in the backbone water system in the most westerly portion of the District; closest to the Jewel Street Intertie. Fortunately, the District has a robust 24" diameter backbone water system connecting its wells and storage in the 1066' zone along with supply pipelines to the pumps lifting water to the 1238' zone. Unfortunately, though, at the westerly end of the system the District customer demand lessens resulting in very low velocities in the 24" diameter pipeline. Due to the low velocities, manganese builds up as sediment in the pipe. When deliveries of water to Jurupa at Jewel are started the velocity of water in the pipe increases just enough to stir up the sediment and it reaches Jurupa. However, the velocity isn't sufficient to move all the sediment.

Exacerbating this issue is a portion of the 24" diameter pipeline goes under the Sunnyslope Channel near the drive-in which acts like a "p-trap". This siphon needs to be cleaned out. Staff has systematically flushed downstream of the Sunnyslope Channel but can't get the necessary flow and velocities to adequately cleanse the pipe through the existing fire hydrants.

Staff provided Webb Associates a draft scope of work to develop a flushing strategy to clear the main backbone system, including the low point at the Sunnyslope Channel. The Webb proposal is attached. This effort will include: hydraulic modeling, development of plans to build a physical facility to flush the 24" diameter and discharge to the channel, permit acquisition, operational plan for the start and stopping of the flushing activity to avoid damage to the pipes from pressure transients, and support during construction. Webb's budget is \$79,555 to be charged on a time and materials basis. Rounded up, staff is proposing a budget amendment in the amount of \$80,000.

In the FY 2022/23 Budget staff anticipated 2,000 acre-feet (AF) of sales to Jurupa which would generate around \$1.2 million in revenue. With Jurupa not taking water, this revenue is not being realized in FY 2022/23. Revenue from Jurupa will only be approximately \$540,000 in FY 2022/23. Furthermore, staff assumed no sales to Jurupa in the FY 2023/24 Budget and did not consider this income in the budget. The revenue from sales to Jurupa goes to recovering some of the \$5 million spent on PFAS treatment facilities which the District installed in 2020 and 2021.

Budget Considerations:

Although staff was working on this effort simultaneously with the preparation of FY 2023/24 budget the last couple of months, the determination of the "p-trap" at the Sunnyslope Channel was a recent revelation and therefore the District did not anticipate and fund Webb's proposal in the Water Fund Budget for this year. Not having water sales to Jurupa significantly impacts the District's operating revenues and limits the District's ability to replenish its reserves from the \$5 million in capital spent the last couple of years. Additionally, the estimated \$1.2 million in revenue generated from water sales to Jurupa could help fund other District priority projects or mitigate rate increases in the future. As the new fiscal year just began, staff is unable to reallocate

budgeted monies for this effort and is proposing the District fund this work from its Water Fund unrestricted reserves, which has an estimated beginning fiscal year July 1 balance of \$5.86 million and is more than sufficient to cover this scope of work. Staff anticipates additional costs associated with this project, most notably construction costs, which will likely be known after the completion of Webb's work and will be authorized at a future Board meeting.

RECOMMENDATION:

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

1. Amend the District's FY 2023/24 Water Fund CIP Budget to create a new project called "Mission Blvd. Mainline Flushing and Facilities" in the amount of \$80,000 and fund this effort from the District's Water Fund unrestricted reserves.
2. Approve Webb Associates Proposal in the amount of \$79,555 and authorize staff to issue a work order to perform this work.

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

Attach:

1. Webb Proposal dated June 23, 2023

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

June 23, 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 Transmission Main Flushing.

Dear Mr. Beckwith:

Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal for the Transmission Main Flushing project. Webb understands that RCSD's system may have residual iron and manganese within its transmission main pipeline system and when flowrates are increased to provide additional water deliveries to JCSD, iron and manganese are detected at higher levels. It is presumed that this occurs because increased velocities may agitate sediments in the existing pipelines with higher concentrations of these contaminants. One particular area of concern is a siphon in the 24-in diameter main in Mission Blvd under the Sunnyslope Channel. Our proposed scope of work is to first model RCSD's existing system with and without the JCSD deliveries and compare the velocities, flowrates and pressures in the system at these conditions. Pipes that have increased flows with JCSD deliveries would then be identified. It is anticipated that the existing hydraulic model will be used for this effort and no updates to the model are included. Flushing is the preferred method of cleaning and this approach would be evaluated for implementation under the preliminary design phase. A flushing system to create high velocities in the 24-in dia. pipeline at the existing Sunnyslope Channel is anticipated with some of the equipment to be permanent and some temporary and removed after the flushing is complete. Webb will design and permit for construction and operation, which would include de-chlorination, energy dissipation and discharge to the existing Sunnyslope Channel. Anticipated permits and agency coordination include RCFC&WCD, City of Jurupa Valley and RWQCB. An implementation plan would be developed for the flushing and testing. A key part of the implementation plan is to determine how and where water will be tested to confirm if the program was a success. Additional water quality sampling and testing will be a component of the implementation plan which would be implemented by RCSD or others and is not included in this budget.

The scope of work is as follows:

- Perform hydraulic modeling to compare system conditions with and without JCSD Deliveries.



- Prepare a preliminary design for the required flushing facilities including a field survey and mapping of the proposed site.
- Coordinate with various agencies regarding the required facilities and permits needed.
- Hold a workshop with RCSD staff to review our findings and develop an implementation plan.
- Design and Permit the proposed facilities and flushing operation including the preparation of bid documents associated with the facilities including the preparation of plans, specifications for public bidding purposes and cost estimates.
- Project Management, Coordination, and kick off meeting.
- Engineering support during plan implementation (60 hours budgeted)

The anticipated deliverables are:

- 1) Hydraulic Model Results with mapping showing high velocity pipe sections during future JCSD deliveries.
- 2) Preliminary Design including list of potential permits needed.
- 3) Plans, Specifications and Estimates (PS&E) for proposed facilities.
- 4) Implementation Plan.
- 5) Engineering Support During Project and Implementation.

The total amount requested for these services is **\$79,555**, on a time and materials basis and not to be exceeded without prior authorization.

Exclusions and Additional Services:

Potholing
 Construction Management and Inspection
 Detailed Field Inspections
 Water Quality Testing

Services which are not specifically identified herein as services to be performed by WEBB are considered Additional Services for the purposes of this proposal. The client may request that WEBB perform services which are additional services. WEBB will perform such additional services upon execution of an amendment to this Agreement setting forth the scope, schedule, and fee for such additional services.

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



Bradley Sackett
Senior Engineer



Bruce Davis
Senior Vice President



Transmission Main Flushing Rubidoux Community Services District

Item	Description	Bruce Davis	Bradley Sackett	Chandler Drachslin	Simmaro Yos	Lexi Hinkley	Party Chief/2-Person Survey Crew	Jordan Moretti	Jon Ros	Total Hours	Subtotal - Labor	Expenses	Total/task ¹
	Billout Rate	\$ 302	\$ 302	\$ 189	\$ 272	\$ 135	\$ 314	\$ 170	\$ 259				
Task 1 - Engineering Tasks			22	64	54	18	12	24	12	206	\$ 46,814	\$ 75	\$ 46,889
	1.1 Hydraulic Modeling		4	8	2					14	\$ 3,264	\$ -	\$ 3,264
	1.2 Preliminary Design - flushing		4	16	8	6	12	24	12	82	\$ 18,174	\$ 75	\$ 18,249
	1.3 Initial Permit Investigation		2		4	2				8	\$ 1,962	\$ -	\$ 1,962
	1.4 PS&E for Flushing Facilities		8	40	32	8				88	\$ 19,760	\$ -	\$ 19,760
	1.5 Implementation Plan		4		8	2				14	\$ 3,654		\$ 3,654
Task 2 - Project Management and Coordination		4	22	8	15	34				83	\$ 18,034	\$ 40	\$ 18,074
	2.1 Kick Off meeting	1	2		1	3				7	\$ 1,583	\$ 20	\$ 1,603
	2.2 Workshop		2	2	4	3				11	\$ 2,475	\$ 20	\$ 2,495
	2.3 Permitting		2		4	12				18	\$ 3,312	\$ -	\$ 3,312
	2.4 Bid Support		2	4	4	2				12	\$ 2,718	\$ -	\$ 2,718
	2.5 Coordination	2	10	2	2	10				26	\$ 5,896		\$ 5,896
	2.6 Project management	1	4			4				9	\$ 2,050		\$ 2,050
Task 3 - Engineering Support during Implementation			16	8	24	12				60	\$ 14,492	\$ 100	\$ 14,592
	3.1 Support during Implementation		16	8	24	12				60	\$ 14,492	\$ 100	\$ 14,592
Total		4	60	80	93	64	12	24	12	349	\$ 79,340	\$ 215	\$ 79,555

1. Rounded to the nearest \$1.

**15. Consideration to Direct Staff to Prepare Draft Ordinance for
Water and Wastewater Rate Adjustments: DM 2023-61**

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 2023-61

July 6, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: Consideration to Direct Staff to Prepare Draft Ordinance for Water and Wastewater Rate Adjustments

BACKGROUND:

In January 2022, the Rubidoux Community Services District (“District”) Board of Directors (“Board”) hired IB Consulting (“IB”) to conduct a Comprehensive Cost of Services Study (“COSS”) to confirm the adequacy of revenues of the District’s then current rate plan to operate, maintain, and replace system assets to meet current and long-term needs of the District.

The COSS was a twelve (12) month process taking up all of calendar year 2022 and during this process, IB provided deliverables and financial resources to staff while also updating the Board at various milestones during their scope of work via Board presentations, which included:

Deliverables:

- Cost Allocation Plan
- Water Enterprise Financial Model
- Wastewater Enterprise Financial Model
- Utility Rate Report

Board Presentations:

- March 17, 2022 – Rates 101 Workshop
- April 21, 2022 – Financial Planning and Reserves
- June 16, 2022 – Long-Term Financial Plans
- September 14, 2022 – Long-Term Financial Plans and Proposed Rates
- October 20, 2022 – Drought Rates

In Fall of 2022, IB completed their work on the District's COSS and it was determined the existing rates approved with the 2019 5-year rate plan were not adequate to meet the District's future financial obligations. This work was detailed by IB in the form of an Administrative Record Report ("Report"). The Report became the nexus for establishing a new 5-year defensible rate plan to meet the District's future financial obligations to ensure safe and reliable water supplies and wastewater conveyance and treatment are available 24 hours a day – 365 days a year.

On October 20, 2022, the Board authorized staff to prepare and mail the 5-year water, water conservation, and wastewater rate plan pursuant to the conditions of Proposition 218. The Proposition 218 mailings were completed on October 31, 2022, 45 days prior to the Public Protest Hearing on December 15, 2022. After the Proposition 218 notifications were mailed, the District performed the following additional outreach to its constituents:

- November 10 and 20, 2022 - Provided bill stuffer in the November billing highlighting the need for water and wastewater rate adjustments
- November 30, 2022 - Virtual Townhall
- December 1, 2022 - City of Jurupa Valley City Council Meeting presentation
- December 7, 2022 – Virtual Townhall

The purpose of the outreach events and mailings was to provide transparency to all affected property owners and tenants about the proposed rate adjustments and offer them various opportunities to contact staff for a better understanding of the adjustments.

On December 15, 2022, the Board conducted a Public Protest Hearing for all affected property owners and tenants. At the end of the Public Protest Hearing, staff tallied all protests against the 5-year rate plan and determined the public failed to achieve the required 50% + 1 protests for the rates to not be considered by the Board and "not take effect". The Board then considered and adopted the new 5-year rate plan commencing July 1, 2023, with allowable increases every July 1 through 2027.

PROPOSED FY 2023|2024 WATER AND WASTEWATER RATE ADJUSTMENTS:

The newly adopted 5-year rate plan will have varying effects on the District's customers depending on customer class and meter size. Some customers may experience a reduction in monthly water and wastewater charges while others will see an increase. One of the District's largest customers, the Jurupa Area Recreation & Parks District, estimates they will save a few hundred dollars a month based on the new rate structure.

The purpose of adopting a new five-year rate plan allowed the District flexibility to adjust rates as necessary to cover future operating costs, and major maintenance and asset replacement, while also working to achieve its target reserve balances. Although adopted in December 2022, rates are not automatically adjusted every July 1 to the noticed rate amounts. The noticed rates are the maximum allowable rates under Proposition 218 the District may charge its customers. On an annual basis, staff will perform the necessary financial analysis to determine if a rate adjustment is necessary. During this analysis, staff may determine whether the District can achieve its financial targets with a rate adjustment less than the maximum allowed rates or alternatively, delay the date of implementation.

Analysis on the District's current rate structure began in March 2023 when staff commenced work on the District's Fiscal Year 2023|2024 ("FY 24") operating and capital fund budgets. During this time, District management met on a weekly basis to discuss all facets of the District's operations which ultimately become factors when setting budgetary figures. Items considered include but are not limited to the following:

- Current and forecasted operational challenges related to supply chain shortages, inflation, and new treatment processes.
- Critical capital infrastructure spending related to the water and sewer enterprise.
- Costs and debt service associated with the Field/Admin. Building project.
- Allocation of central services and discretionary property tax revenue.
- Preventative maintenance programs and other programmatic initiatives.
- SB 1383 compliance and administrative costs.
- TDS mitigation due to continuous elevated levels above 650 mg/l (maximum allowed based on City of Riverside discharge permit).
- Emphasis on reducing the District's Unfunded Accrued Liability ("UAL") through Additional Discretionary Payments ("ADPs").
- Potential capital contributions to the City of Riverside for wastewater treatment plant upgrades.
- Elimination of restrictive components of water and sewer enterprise to provide for greater flexibility of rate revenues for operating costs, projects, debt service, unforeseen capital expenditures, and unrestricted reserves.

Each week during the budgeting cycle, management would continuously assign costs to the District's operational and capital fund budgets. As costs were assigned, management simultaneously looked at anticipated revenues associated with each enterprise to determine if sufficient revenues could be generated at the District's current rates or if a rate adjustment was necessary. Due to significant challenges facing the District as noted above, rate adjustments across all three enterprises were necessary for FY 24. Separate from this staff report, the Board adjusted solid waste rates for FY 24 on June 15, 2023, with the adoption of Resolution No. 2023-905.

Water Enterprise:

Over the last couple of years, the District's Water Enterprise has seen significant changes impacting its operating environment and financial stability. In 2020, the District, along with the entire water industry, was given approximately 2-years to respond/mitigate the emergence of the presence of perfluorooctane sulfonate (PFOS) and perfluorooctanoic acid (PFOA) in the groundwater pumped for potable supplies. This was accomplished as a two-pronged approach by implementing treatment processes at the Anita B. Smith and Leland Thompson Water Treatment Facilities. The total project costs for mitigating these contaminants were approximately \$5.0 million, all of which was funded through various District reserve accounts. In September 2021, the District successfully achieved non-detect in its potable water for these contaminants.

Along with these new capital improvements have come additional routine operating costs, most notable the periodic change out of media (GAC or resin) held in these pressure vessels, and additional energy costs and sampling, among other costs. Prior to these new emerging contaminants, the District was already dealing with 1,2,3-TCP and relatively high ambient TDS levels in the District's drinking water wells. Based on current operating efforts for PFAS Treatment combined with existing 1,2,3-TCP Treatment, the District is utilizing 13

pressure vessels. Excluding capital expenses, the media change out expenses and added energy and chemical costs add approximately \$1,250,000 to the annual water system operating expense budget. In addition, each year the District is required to treat new per- and polyfluoralkyl substances that are within the family of the original PFOS and PFOA compounds. It is estimated there are over 9,000 total PFAS variations. Further, supply chain issues have increased lead times on various District parts/chemicals and the rising cost of inflation has put significant financial constraints on the District’s operating budgets.

The above highlights the District’s effort and focus in dealing with two of the District’s more pressing issues, PFOS/PFOA and 1,2,3-TCP. In addition, many of the District’s infrastructure and long-lived assets are starting to show their age. The District’s four (4) potable water tanks (Hunter 1, Atkinson, Watson, Perone) are 20+ years old each. In December 2019, the Board of Directors authorized a professional services contract with Harper & Associates to inspect the tanks with specific emphasis on: 1) corrosion evaluation, 2) structural/seismic, and 3) safety evaluation. The results of the assessment were not good, but otherwise not unexpected given the age and usage of the tanks over the years. Below is a summary of costs of repair and/or replacement. All tanks require substantial structural and safety upgrades to meet AWWA and OSHA regulations.

TABLE 1				
	Atkinson	Hunter 1	Perone	Watson
Capacity	2 MG	424,000 gallons	1 MG	3.03 MG
Required Safety/Health Modifications	\$ 18,000	\$ 43,100	\$ 19,300	\$ 19,300
Structural Modifications	\$ 351,800	\$ 200,500	\$ 267,500	\$ 41,000
Coating and Painting	\$ 460,000	\$ 180,000	\$ 314,200	\$ 681,200
Optional Items	\$ 238,800	\$ 132,800	\$ 147,800	\$ 49,300
Total w/o Optional Items	↗ \$ 829,800	↗ \$ 423,600	↗ \$ 601,000	↗ \$ 741,500
Grant Total All Modifications	\$ 1,068,600	\$ 556,400	\$ 748,800	\$ 790,800
New Welded Steel Tank w/ Foundation	\$ 1,850,000	\$ 695,000	\$ 995,800	\$ 2,272,500
Rehabilitation Cost vs New Tank Cost	57.8%	80.1%	75.2%	34.8%
Capacity Reduction	2 MG to 1.76 MG	424,000 gal to 286,542 gal	1 MG to .59 MG	3.03 MG to 1.99 MG

In short, from this evaluation the District is faced with approximately \$2.5 to \$3.5 million, most likely more in current dollars, to bring the tanks into refurbished conditions. It would cost close to \$6 million, again most likely more in current dollars, to replace all the District’s reservoirs.

Adjusting the District’s water rates to the fully noticed year one rate under the new 5-year rate plan is estimated to generate an additional \$288,000 in revenue. Staff anticipated the need to increase the District’s water rates to the fully noticed rates and incorporated the fully noticed year one rate increase into the Board approved FY 24 operating budget. For illustrative purposes in Table 2, staff prepared two financial scenarios of the water

enterprise, one being no adjustments to the District’s water rates, and the second being the year one fully noticed budgeted rates:

TABLE 2		
		Budget Approved Year 1
	No Rate Increase	Rate Plan
Operating Income	\$ 8,098,000	\$ 8,386,000
Operating Expenses	\$ (8,806,250)	\$ (8,806,250)
Operating Loss	\$ (708,250)	\$ (420,250)
Other Income/Expense	\$ 515,000	\$ 515,000
Debt Service	\$ (605,000)	\$ (605,000)
Assets and CIP	\$ (1,352,000)	\$ (1,352,000)
Other	\$ (1,442,000)	\$ (1,442,000)
Net Loss Before Transfers	\$ (2,150,250)	\$ (1,862,250)
Transfers		
Fire Fund - Discretionary Property Tax	\$ 782,000	\$ 782,000
COP Fund - Debt Service	\$ 240,000	\$ 240,000
General Fund - 1,2,3 TCP Settlement	\$ 1,232,000	\$ 1,232,000
Unrestricted Reserves	\$ (103,750)	\$ (391,750)
	\$ 2,150,250	\$ 1,862,250
	\$ -	\$ -

Not increasing the District’s water rates would exacerbate the District’s already estimated operating loss. Absent a one-time General Fund transfer to the Water Fund for its capital recovery share of the 1,2,3-TCP settlement proceeds, the District would have no choice but to either eliminate asset acquisitions and system reinvestment or continue to pull from reserves. As noted above, the District funded its PFAS mitigation project at a cost of approximately \$5,000,000 from reserves. It’s not financially viable for the District to continuously pull from reserves but should otherwise work to replenish those monies. If approved by the Board, a rate adjustment to the fully noticed year one rate under the 5-year rate plan would see an estimated increase to the District’s reserve account from about \$100,000 to \$400,000. A summary of the estimated reserve balance based on the two scenarios above is described in Table 3 below:

TABLE 3		
Undesignated Reserves	No Rate Increase	Year 1 Rate Plan
Projected FYE 2024 Level	\$ 5,967,734	\$ 6,255,734
Minimum Level	\$ 4,171,270	\$ 4,171,270
Minimum Level Shortfall	\$ -	\$ -
Target Level	\$ 7,578,878	\$ 7,578,878
Target Level Shortfall	\$ (1,611,144)	\$ (1,323,144)

Whether the Board approves the rate adjustment or not, the District does maintain an undesignated reserve balance over its minimum level but is far short of its target level reserve balance.

Wastewater Enterprise:

The largest financial component of the wastewater enterprise are payment obligations to the City of Riverside (“Riverside”) for sewage treatment. Payments to Riverside are broken into two main categories, flow and surcharges. The flow rate is determined by the Regional Advisory Committee (“RAC”) and is set for each fiscal year. Flow is billed in million gallons. The District currently has capacity rights to send up to 3.055 million gallons per day (mgd) to Riverside’s Wastewater Treatment Plant. The District averages about 1.6-1.7 mgd and 610-620 mg annually. There are three surcharges Riverside are allowed to bill the District for monthly and they are: flow, total suspended solids (“TSS”), and biochemical oxygen demand (“BOD”). The District does not exceed its flow capacity and is not billed a flow surcharge. The District’s TSS and BOD limits are set forth by agreements with Riverside and currently the District routinely exceeds these limits. On average, the District pays about \$20,000 per month in TSS and BOD surcharges.

Riverside is budgeting for significant increases to their chemical and biosolid disposal costs for FY 24 which impact the flow rate charged per million gallons. Based on these increased budgetary numbers, Riverside is proposing a flow rate per mg of \$2,449.77 for FY 24, an increase of almost \$200 per mg from FY 23. Although the RAC won’t consider the FY 24 flow rate until their next meeting in August, the District conservatively budgeted its FY 24 treatment costs based on Riverside’s proposal.

Also, the Board is aware of the ongoing thirteen (13) plus year lawsuit with Riverside regarding capital participation in Riverside’s wastewater treatment plant upgrades. After approximately nine (9) years of various legal proceedings between the two parties, in May 2019, the presiding judge in the matter issued a Tentative Statement of Decision finding the District is obligated to contribute proportionately based on capacity ownership in capital costs Riverside incurred when upgrading and expanding its facilities. In April 2021, Phase 2 of the legal proceedings (to establish the actual contribution amount) the presiding judge issued a tentative decision on the contribution amount of \$21.1 million. District staff and legal team evaluated all its options and are currently appealing the decision. Staff expects to have a decision on the appeal by early 2024.

Adjusting the District’s wastewater rates to the fully noticed year one rate under the new 5-year rate plan is estimated to generate an additional \$224,000 in revenue, entirely from the commercial sector as the District’s

residential customers would see a slight decrease in their wastewater rate in year one. Staff anticipated the need to increase the District’s wastewater rates to the fully noticed rates and incorporated the fully noticed year one rate increase into the Board approved FY 24 operating budget. For illustrative purposes in Table 4, staff prepared two financial scenarios of the wastewater enterprise, one being no adjustments to the District’s wastewater rates, and the second being the year one fully noticed budgeted rates:

TABLE 4		
	No Rate Increase	Budget Approved Year 1 Rate Plan
Operating Income	\$ 3,256,000	\$ 3,480,000
Operating Expenses	\$ (3,393,250)	\$ (3,393,250)
Operating Income(Loss)	\$ (137,250)	\$ 86,750
Other Income/Expense	\$ 112,000	\$ 112,000
Debt Service	\$ -	\$ -
Assets and CIP	\$ (160,000)	\$ (160,000)
Other	\$ (48,000)	\$ (48,000)
Net Income(Loss) Before Transfers	\$ (185,250)	\$ 38,750
Transfers		
Fire Fund - Discretionary Property Tax	\$ 50,000	\$ 50,000
Unrestricted Reserves	\$ 135,250	\$ (88,750)
	\$ 185,250	\$ (38,750)
	\$ -	\$ -

Not increasing the District’s wastewater rates would augment the District’s wastewater enterprise from recognizing operating income to an operating loss. Additionally, the District would need to pull the budget shortfall from unrestricted reserves to cover expenses while a rate increase would allow the District to transfer close to \$100,000 to reserves. The District’s wastewater reserves have been significantly depleted over the last decade due to the legal costs incurred related to the Riverside litigation. Although the District is still in the appeals process, the legal costs associated with the litigation have dwindled allowing the District to build back its reserves but the District remains well below its minimum reserve level. A summary of the estimated reserve balance based on the two scenarios above is described in Table 5 below:

TABLE 5

Undesignated Reserves	No Rate Increase	Year 1 Rate Plan
Projected FYE 2024 Level	\$ 1,429,712	\$ 1,653,712
Minimum Level	\$ 2,276,316	\$ 2,276,316
Minimum Level Shortfall	\$ (846,604)	\$ (622,604)
Target Level	\$ 4,825,043	\$ 4,825,043
Target Level Shortfall	\$ (3,395,331)	\$ (3,171,331)

Timeline:

As detailed above, with the adoption of a new 5-year rate plan for the water and wastewater enterprises, rates are not automatically adjusted every July 1 for a period of 5 years. For rates to be adjusted, the Board must formally do so through the proper Ordinance adoption procedures. For an Ordinance to be properly adopted, the District must follow the following criteria:

1. First and Second Reading of Draft Ordinance – No less than 2 weeks apart.
2. Public Hearing (not a protest hearing) with a minimum 10-day notice period. Must notice public in Press Enterprise, on the District’s website, and on the District’s administrative office windows.
3. Requires a 30-day delayed effective date.

Based on the criteria above, staff is proposing the following water and wastewater Ordinance adoption and rate adjustment timeline:

- Regular Board Meeting – July 20, 2023 (1st Reading of Ordinance)
- Regular Board Meeting – August 3, 2023 (2nd Reading of Ordinance and Public Hearing)
- Effective – September 3, 2023

Staff understands raising rates is not ideal, especially considering the impact of inflation on other household expenses; however, the District has a fundamental obligation to provide clean and reliable drinking water to its customers and to ensure wastewater is collected and adequately treated, and these costs for service need to be included in the rates. Additionally, the District must increase its system reinvestments and maintain healthy reserve balances. Sufficient reserve balances provide financial stability to the District by having adequate cash on hand to mitigate financial risks related to operating cashflow needs, unexpected increases in expenses, shortages in system reinvestment, and mitigating potential system failures.

RECOMMENDATION:

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

1. Prepare Draft Ordinance No. 2023-134 and Ordinance No. 2023-135 for adjusting wastewater and water rates, respectively, to the fully noticed year one rates of the 5-year rate plan adopted by the Board of Directors on December 15, 2022, and complete the following:
 - a. Schedule First Readings of Ordinances at the regular Board meeting on July 20, 2023.
 - b. Schedule Public Hearing and Second Readings of Ordinances at the regular Board meeting on August 3, 2023.

Respectfully,



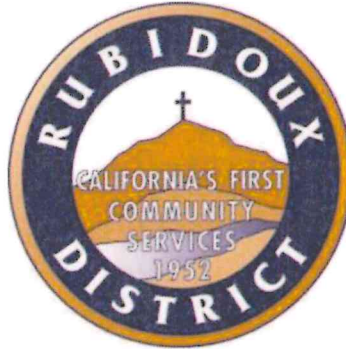
BRIAN R. LADDUSAW, CPA
General Manager

16. Consider Approval of a Proposal from Webb and Associates for Survey and Related Work for the Purchase of Land Adjacent to the Leland Thompson Water Treatment Plant: DM 2023-62

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 2023-62

July 6, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Approval of a Proposal from Webb and Associates for Survey and Related Work for the Purchase of Land Adjacent to the Leland Thompson Water Treatment Plant

BACKGROUND:

In February 2023, the Rubidoux Community Services District (“District”) Board of Directors (“Board”) entered into a Development Agreement with E.M. Ranch Owner, LLC (“Developer”) for the project known as the District at Jurupa Valley (“Project”) for the purposes of acquiring real property for future well sites and the expansion of the Leland Thompson Water Treatment Plant (“Thompson Plant”). Additionally, the District entered into a professional services contract with Webb and Associates (“Webb”) under DM 2023-09 for due diligence work related to the real property acquisitions to ensure the District is purchasing viable land for its future well sites and Thompson Plant expansion. The Project is in early planning stages with the City of Jurupa Valley (“City”) and the Developer is currently processing its General Plan Amendment and Specific Plan for the Project.

In the interim, the District was notified of a grant award from the United States Bureau of Reclamation (“USBR”) that will cover about half the estimated cost to develop Well 25 which is a new well identified in the District’s 2022 Water Master Plan (“WMP”). This well is expected to need treatment to meet the standards of the Division of Drinking Water (“DDW”) for potable water as do all existing District wells. Staff desires to consolidate water treatment at one site, namely the Thompson Plant, to take advantage of financial operating efficiencies of treating at a common site. The existing Thompson Plant does not have sufficient space for expansion, but the Developer has agreed to work with the District to sell the land known as Lot 10 immediately adjacent to the Thompson Plant.

Although the Developer has identified Lot 10 in the Tentative Tract Map, the map will not record until all the planning requirements of the City are satisfied. This could potentially take two years or longer. The terms of the USBR grant require the District to develop Well 25 within 3 years of the grant award. To have the land in place to build additional treatment capacity at the Thompson Plant, the District needs to purchase the parcel now, before the Tract Map records which creates the parcel. As a public agency, the District is exempt from the Subdivision Map Act and can purchase the land via a Legal Description and Plat map recorded with a grant deed and then perform a boundary survey and record a Record of Survey to establish the property boundaries. This can be done relatively quickly and since the District already has an agreement in place with the Developer to purchase the land, the District and Developer can invoke the Appraisal Clauses of the in-place agreement to decide on a price to purchase the land. After the parties reach an agreement on purchase terms, Staff will return to the board to obtain authorization for the purchase of the land. As the purchase price has not yet been determined a future budget amendment to fund the purchase will be necessary.

The District has adequate Water Capital Improvement Project (“CIP”) Fund Reserves from the payment of Water Capacity Fees to the District by other recent developments in the District. These reserves can be used to purchase the land identified as Lot 10 rather than to use Capacity Fee Credits as indicated in the Development Agreement with the Developer. This is necessary because the Developer should be paid now for the District to obtain the land the District needs now and not be asked to wait for a future and unknown date which may not occur if the project does not go forward.

The District asked for and obtained proposals from both Krieger and Stewart (“K&S”) and Webb for this effort. The proposal from K&S is for \$36,300 for the Base Bid plus \$1,924 for optional but necessary Grant Deed Preparation and Support bringing their total proposal cost to \$38,224. The proposal from Webb is \$33,811 and includes preparation of the Grant Deed. Both firms work for the District on many projects, and both are competent to perform this work. Since Webb’s proposal was lower, staff recommends using Webb for this effort. A small contingency of 3% brings the total to \$35,000, rounded. Money from the Water CIP Fund Reserves can be used to pay Webb to perform these needed Tasks. As the award of the USBR grant was not anticipated or known when the FY 2023/24 Budget was prepared, a budget amendment will be necessary to fund this work. Staff recommends moving \$35,000 from the Water CIP Fund Reserves to the Water CIP Fund in the FY 2023/24 Budget and creating a new line called “Thompson Plant Expansion Surveying Work”.

RECOMMENDATION:

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

1. Amend the District's FY 2023/24 Water Fund CIP Budget to create a new project called "Thompson Plant Expansion Surveying Work" in the amount of \$35,000 and fund this effort from the District's Water CIP Fund Reserves.
2. Approve Webb Associates Proposal in the amount of \$33,811 and authorize staff to issue a task order to perform this work.

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

Attach:

1. Webb Proposal dated June 29, 2023
2. Krieger and Stewart Proposal dated June 28, 2023
3. DM 2023-09
4. Plan showing the Location of the Leland Thompson Plant and potential site for purchase

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

June 29, 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 Engineering Services for the Leland Thompson Plant Expansion Land Purchase

Dear Mr. Beckwith:

Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal for Engineering Services related to the Leland Thompson Plant Expansion Land Purchase project. RCSD intends to purchase land to expand the existing Leland Thompson Plant to site additional water supply facilities to be determined in the future (wells, vessels, etc.) as shown as Lot 10 in Figure 1 below:

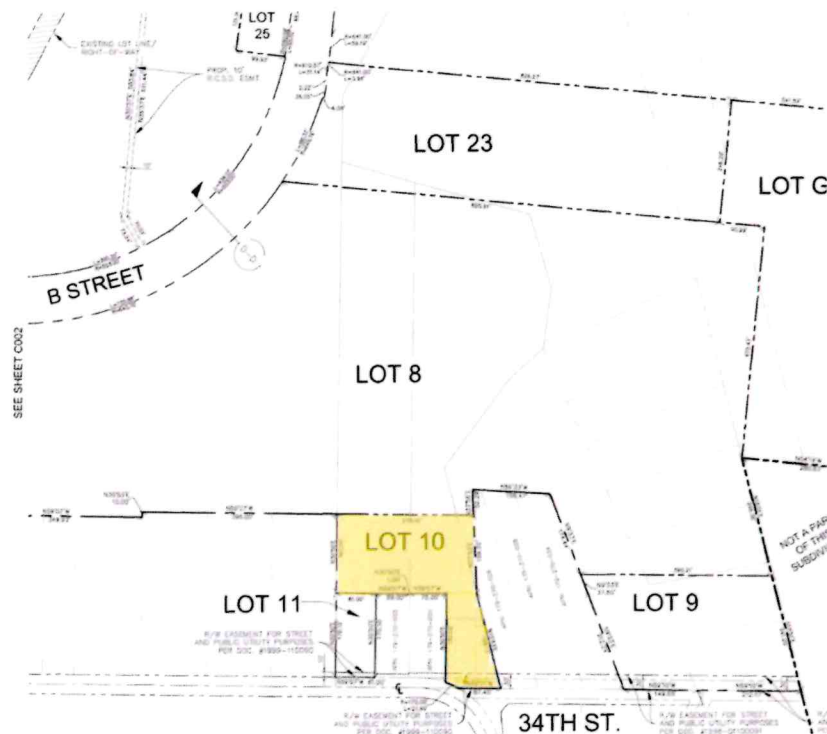


Figure 1 – Proposed Acquisition for RCSD



It is assumed that Lot 10 is currently under one ownership. The scope of work is as follows:

- Title Report for the proposed acquisition (two reports assumed)
- Legal Description and Plat Map for the proposed acquisition (one)
- Record of Survey along with setting of monuments

The total amount requested for these services is **\$33,811**, on a time and materials not to be exceeded without prior authorization.

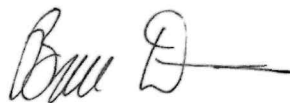
If you find this proposal acceptable, please notify our office so a contract agreement can be prepared. We appreciate this opportunity to be of service to your firm and look forward to hearing from you. If you have any questions regarding this proposal, please contact us at 951-686-1070.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Bradley Sackett, P.E.
Senior Engineer



Bruce Davis
Senior Vice President



**Leland Thompson Plant Expansion Land Purchase
Rubidoux Community Services District**

Item	Description	Party Chief/2-Person Survey Crew	Party Chief/2-Person Survey Crew	Jason Ardery Principal II	Andres Lopez Senior I	Jordan Moretti Assistant IV	Jon Ros Senior II	Amy Charron Project Coordinator	Albert Lorrabaquio Associate III	Total Hours	Subtotal - Labor	Sub-consultant budget	Expenses	Total/task ¹
	Billout Rate	\$ 314	\$ 302	\$ 250	\$ 170	\$ 259	\$ 135	\$ 233						
Task 1 - Title Reports			1				2		3	\$ 572	\$ 3,197	\$ -	\$ 3,769	
	2.1 Title Reports (assume 2)		1				2		3	\$ 572	\$ 3,197		\$ 3,769	
Task 2 - Legal Description and Plat Map		8	11	2	1	33	16		71	\$ 17,211	\$ -	\$ 20	\$ 17,231	
	3.1 Boundary Survey	8	7	2	1	29	2		49	\$ 13,077	\$ -	\$ 20	\$ 13,097	
	3.2 Legal Description and Plat Map		4			4	14		22	\$ 4,134	\$ -	\$ -	\$ 4,134	
Task 3 - Record of Survey / Monumentation		6	9	1	1	16	5		38	\$ 9,841	\$ -	\$ 2,970	\$ 12,811	
	4.1 Record of Survey Preparation		9			16	5		30	\$ 7,537	\$ -		\$ 7,537	
	4.2 Setting Monuments	6		1	1				8	\$ 2,304	\$ -	\$ 20	\$ 2,324	
	4.3 Applications and Fees									\$ -	\$ -	\$ 2,950	\$ 2,950	
Total		14	21	3	2	49	23		112	\$ 27,624	\$ 3,197	\$ 2,990	\$ 33,811	

1. Rounded to the nearest \$1.



June 16, 2023
Revised June 28, 2023

000-161.57A

Ted Beckwith, Director of Engineering
Rubidoux Community Services District
Post Office Box 3098
Jurupa Valley, CA 92519

Subject: Surveying Services Proposal for
Site Acquisition for Treatment Consolidation

Dear Mr. Beckwith:

We appreciate the opportunity to submit our proposal to provide Professional Land Surveying Services to the District for site acquisition for proposed consolidation of water treatment facilities. A preliminary review of the proposed site boundary indicates that there are three (3) underlying affected parcels, APNs 179-270-017, 179-270-18 and 179-270-033, all owned by EM Ranch Owner LLC; portions of each parcel comprise the proposed District parcel. As such, the tasks herein are based on the assumption that four (4) new parcels will be created.

Based on our understanding of the project we have prepared the following project scope of services and fee estimate for your consideration.

A. SCOPE OF SERVICES

We have organized our Scope of Services into the following tasks:

- Task 1 – Project Administration, Meetings, and Coordination with RCSD Staff
- Task 2 – Public Records Research
- Task 3 – Preliminary Title Reports
- Task 4 – Boundary Survey
- Task 5 – Legal Descriptions and Plats
- Task 6 – Record of Survey Preparation and Recordation

Optional Tasks:

- Task 7 – Phase I Environmental Site Assessment
- Task 8 – Grant Deed Preparation Support

Our proposed services for these tasks is described in the following paragraphs:

1. Project Administration, Meetings, and Coordination with RCSD Staff

We will coordinate periodic meetings with District staff to provide project status updates and seek input, if necessary, from District staff.

All correspondence and coordination required with the property owner or property owner's representative shall be performed by the District.



Ted Beckwith
June 16, 2023
Revised June 28, 2023
Page 2

Property valuation and appraisal services, financing and all negotiations in regards to the purchase of the parcel shall be performed by the District

2. Public Records Research

We will research and review available public records on file with the County of Riverside and City of Jurupa Valley, including, but not limited to, survey maps of record, right-of-way documents, and Assessor Parcel Number (APN) maps, and will review any other documents provided by the District, relating to District property(ies) and/or easement(s) adjoining the affected parcels.

It is our understanding that the District will coordinate site development with the City of Jurupa Valley Planning Department.

3. Preliminary Title Reports (PTRs)

We will review the limits of the proposed site to determine which individual parcels would be need to be acquired, and will advise the District how many PTRs will be required and the cost for same. Upon District authorization, we will order PTRs and will review same, including associated legal descriptions, underlying easements, and any other encumbrances that may affect the District's intended use of the parcel. Upon completion of our review, we will summarize our findings in a memorandum and review with District staff.

4. Boundary Survey

Upon completion of our survey research and review of the PTR documents, we will conduct a field boundary survey to retrace the boundaries set forth in the existing grant deeds of all affected parcels. Said boundary will be used in order to determine the boundary of the desired acquisition and those of the affected underlying parcels. Boundary survey services include both pre- and post-survey office time for field preparation, 2-member crew field time, survey data processing, adjustment ,and archiving.

5. Legal Descriptions and Plats

Based on the boundary survey data, we will prepare metes and bounds legal descriptions and plats for use as the Exhibit "A" and "B" attachments to the final Grant Deeds for all affected parcels.

All correspondence and coordination with the property owner or property owner's representative required to obtain signatures and the preparation of all Grant Deed documents required for recordation and filing of said Deeds with the Riverside County Recorder, apart from the Legal descriptions and Plats shall be performed by District staff.



Ted Beckwith
June 16, 2023
Revised June 28, 2023
Page 3

If the District would like Krieger & Stewart's assistance in preparing the Grant Deeds, we have provided this scope in optional task 7 below.

6. Record of Survey Preparation and Recordation

Upon recordation of all associated Grant Deeds with the Riverside County, we will perform a field survey based on the adjusted survey data to establish the boundary corners of the District-acquired parcel(s) and set final monuments. Upon completion of the field survey and monumentation, we will then prepare and record a Record of Survey with the Office of the Riverside County Surveyor in accordance with the current edition of the Professional Land Surveyors' Act (Business and Professions Code, Section 8762).

7. Grant Deed Preparation Support (Optional)

We will assist the District with the preparation of the Grant Deeds for signature by the property owners and the District, and will assist with filing and recording of the deeds with the Riverside County Recorder.

All correspondence and coordination with the property owner or property owner's representative required to obtain signatures shall be performed by District staff.

8. Phase I Environmental Site Assessment (Optional)

If the District elects to purchase the property, the bank may require an environmental site assessment (ESA) be performed to identify potential or existing environmental contamination liabilities to addresses both the underlying land as well as physical improvements to the property.

The actual sampling of soil, air, groundwater and/or building materials is typically not conducted during a Phase I ESA. The Phase I ESA is generally considered the first step in the process of environmental due diligence in accordance with US EPA requirements.

If a site is considered contaminated, a more detailed Phase II environmental site assessment may be required, involving chemical analysis for hazardous substances and/or petroleum hydrocarbons.

At the District's option, our Subconsultant, Leighton, will complete a Phase I ESA to determine any current or historical property uses which may have contaminated the soils or groundwater under the property. The ESA includes a review of historical records and databases for hazardous substances to identify potential contamination of the property (soils testing is not included in a Phase I ESA).



Ted Beckwith
June 16, 2023
Revised June 28, 2023
Page 4

B. FEE ESTIMATE

Our estimated fee for providing the services for Tasks 1 through 6 described above, **excluding the two optional tasks**, is \$36,300. Our total fee including the two optional tasks is \$47,580. A detailed breakdown of our estimated fee is included in attached **Table 1**. Our fee estimate is based on the rates specified in our **2023 Fee Schedule**. We will bill for our services on a monthly basis as work is completed. Our Scope of Services is subject to negotiation at the District's discretion.

We appreciate the opportunity to submit our proposal for subject services, and are available to discuss our proposal at your convenience.

Sincerely,

KRIEGER & STEWART, INCORPORATED

A handwritten signature in blue ink that reads "Charles A. Krieger". The signature is written in a cursive style with a large, stylized 'K'.

for Jaclyn B. Makarzec

JBM/blt
000-161P57-PRO-R1

Attachments: Table 1 – Estimated Fees for Services
2023 Fee Schedule

**TABLE 1
RUBIDOUX COMMUNITY SERVICES DISTRICT
SITE ACQUISITION FOR TREATMENT CONSOLIDATION**

ESTIMATED FEES FOR SURVEYING SERVICES

COMPONENT	SENIOR SURVEYOR ⁽¹⁾		STAFF SURVEYOR ⁽²⁾		2-MAN SURVEY CREW ⁽³⁾		CADD SERVICES ⁽⁴⁾		SUPPORT SERVICES ⁽⁵⁾		OUTSIDE SERVICES	TOTAL
	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	\$	\$
1. PROJECT ADMINISTRATION, MEETINGS, AND COORDINATION WITH RCSD STAFF	6	1,350										1,350
2. PUBLIC RECORDS RESEARCH	2	450	2	302								752
3. PRELIMINARY TITLE REPORTS	4	900	4	604					2	256	2,550 ⁽⁶⁾	4,310
4. BOUNDARY SURVEY	4	900	8	1,208	20	6,260						8,368
5. LEGAL DESCRIPTIONS AND PLATS	8	1,800	16	2,416			32	5,536	8	1,024		10,776
6. RECORD OF SURVEY PREPARATION AND RECORDATION	8	1,800	16	2,416	8	2,504	16	2,768	2	256	1,000 ⁽⁷⁾	10,744
SUBTOTAL:	32	7,200	46	6,946	28	8,764	48	8,304	12	1,536	3,550	36,300
SURVEYING SERVICES TOTAL (EXCLUDING OPTIONAL): \$36,300												
SURVEYING SERVICES TOTAL (EXCLUDING OPTIONAL, ROUNDED): \$36,300												
OPTIONAL TASKS												
7. GRANT DEED PREPARATION SUPPORT	4	900							8	1,024		1,924
8. PHASE I ENVIRONMENTAL SITE ASSESSMENT	2	450							2	256	8,650 ⁽⁸⁾	9,356
SURVEYING SERVICES TOTAL (INCLUDING OPTIONAL): \$47,580												
RATES PER KRIEGER & STEWART 2023 FEE SCHEDULE						OUTSIDE SERVICES						
⁽¹⁾ SENIOR SURVEYOR I	@	\$225 /Hr										⁽⁶⁾ Preliminary Title Reports - Estimated Fee, three (3) included.
⁽²⁾ STAFF SURVEYOR I	@	\$151 /Hr										⁽⁷⁾ Riverside County Surveyor Record of Survey - Checking fee deposit and recording fee.
⁽³⁾ 2-MAN SURVEY CREW	@	\$313 /Hr										⁽⁸⁾ Phase I Environmental Site Assessment: Leighton Consulting
⁽⁴⁾ CAD OPERATOR III	@	\$173 /Hr										
⁽⁵⁾ STAFF TECHNICIAN III	@	\$128 /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)

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 2023-09

January 19, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Award of Professional Services Contract with Webb and Associates for Due Diligence Services Related to Property Acquisitions at the District at Jurupa Valley for Future Well Sites and Expansion of the Leland Thompson Water Treatment Facility

BACKGROUND:

The 2022 Rubidoux Community Services District's Water Master Plan ("Water Master Plan") identifies three (3) well sites in the area long known as "Emerald Meadows" which is generally bounded by the Santa Ana River on the Southeast, the 60 Freeway on the Northeast, Rubidoux Blvd on the Northwest and 34th Street on the Southwest. This area is now under Specific Plan Development with the City of Jurupa Valley and has been renamed to "The District at Jurupa Valley" ("Project"). The area consists of mixed development ranging from multi-family, commercial and industrial speculation warehouses being developed by EM RANCH OWNER, LLC ("Developer").

The well sites are identified as Well 22, Well 23 and Well 24 in the Water Master Plan. The Project also abuts the District's Leland Thompson Water Treatment Facility ("Thompson Plant") on 34th street. To develop these well sites the District will need additional land to treat the raw water and it is more efficient to treat the water at one location than at each individual well head site. Additionally, the current process for "forward flushing" the PFAS removal from the Ion Exchange Vessels requires a location for discharge of the flushing effluent. Furthermore, Well 18 needs occasional flushing to prevent fouling of the well casing. Currently, the District performs these flushing procedures on land adjacent to the Thompson Plant and owned by the Developer. Each time the District flushes it obtains a temporary access agreement from the Developer.

The Developer has available to the District two parcels of land within the Development Area and has these parcels identified on their Parcel Map ("Map") under review by the City as a Tentative Parcel Map. The Developer also has available a parcel of land approximately one (1) acre in size which abuts the Thompson Plant. The Developer has offered to transfer title of these small well sites and larger treatment facility site upon recordation of the Map. Staff is currently drafting an agreement with the Developer to purchase these parcels

when the Map records. This agreement will be presented to the Board when it is complete. It is anticipated this agreement will be presented to the board in February 2023.

These parcels are of interest to the District in they not only provide the land necessary to develop two out of the three well sites in the Water Master Plan but there is sufficient land in the parcel identified as Parcel 10 to expand the Thompson Plant which is necessary to treat raw water from these new sources and provides an area to develop a retention basin on District owned property in which to discharge the flushing water.

The Developer has included these parcels in their Map for the District to purchase and it is prudent for the District to do proper due diligence on this purchase by performing a Phase One Environmental Assessment on the project. Webb and Associates (“Webb”) has been consulting with the District on the preliminary design and hydraulics for both sewer and water and is knowledgeable on the specifics of the project. Webb provided a proposal to perform the Phase One Environmental Assessment on this project in the amount of \$16,196. A reasonable contingency of 10% is applied to this for unforeseen circumstances. Rounding this brings the total to \$18,000.

When the District’s FY 2022/23 Budget was developed in early 2022, this opportunity to obtain land for these well sites or expansion of the Thompson Plant was not foreseen therefore a budget amendment is necessary to perform due diligence on acquiring these sites. Staff requests the budget amendment and issuance of a Task Order to Webb for this work but will not execute the Task Order until such time as the Developer is closer to recording the Map.

RECOMMENDATIONS:

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

1. Amend the District’s FY 2022|2023 Water Capital Improvement Project Budget by adding a new expense as Line 12 ‘District at J.V. Wells Sites/Thompson Plant Expansion’ in an amount equal to \$18,000.00.
2. Issue a Task Order in a not to exceed amount of \$16,196 to Webb and Associates under Master Agreement RCSD 2022-03 to prepare the Phase One Environmental Assessment on these parcels of land when appropriate.

Respectfully,

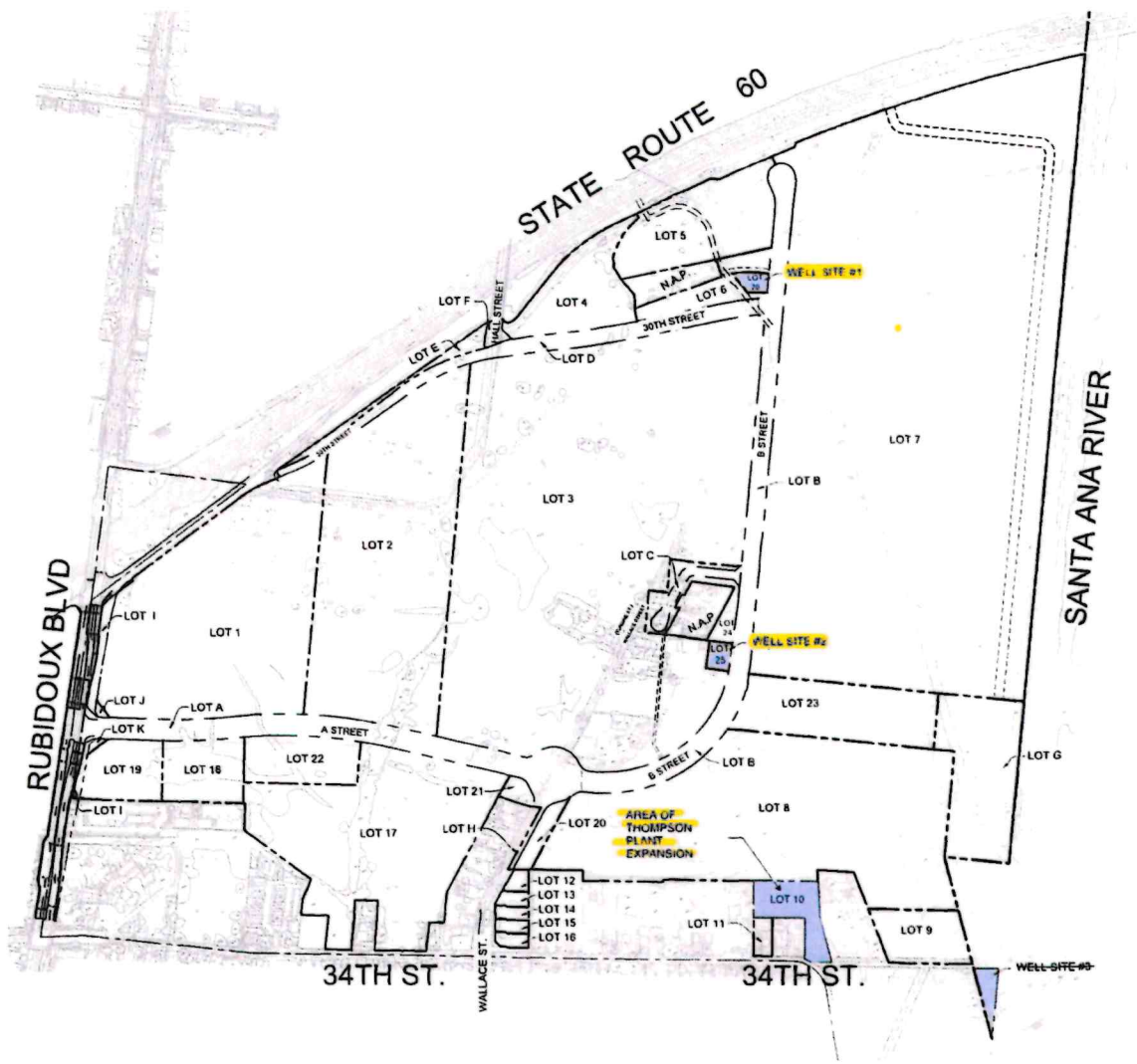


BRIAN R. LADDUSAW, C.P.A.
General Manager

Attach:

1. Relative Pages from the 2022 Water Master Plan
2. Site Plan identifying sites to potentially be acquired by the District
3. Proposal from Webb and Associates to prepare a Phase One Environmental Assessment on the parcels.

Prepared by: Kimley-Horn, Inc., 1100 North Main Street, Suite 100, San Jose, CA 95128
 Date: 01/24/2024
 Project: Well Location Map for Thompson Plant Expansion
 Drawing No.: W-001



PROPOSED WELL LOCATION

WELL SITE	LAND USE	AREA
1	WELL LOCATION	18,997 SF (0.25 AC)
2	WELL LOCATION	12,219 SF (0.28 AC)
3	WELL LOCATION	17,613 SF (0.39 AC)

	PREPARED BY: KIMLEY-HORN, INC. 1100 NORTH MAIN STREET, SUITE 100 SAN JOSE, CA 95128 PHONE: (408) 435-7000 FAX: (408) 435-7001 WWW.KIMLEY-HORN.COM			WELLS LOCATION C000	SHEET NUMBER C000
	THE DISTRICT JURUPA VALLEY				

17. Consider Reimbursement Agreement Regarding Avalon
Sewer Improvements (Highpointe – Tract No. 36974):
DM 2023-63

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 2023-63

July 6, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Reimbursement Agreement Regarding Avalon Sewer Improvements (Highpointe – Tract No. 36974)

BACKGROUND:

Highpointe Emerald Ridge, LLC and HP-SA ER, LLC, both California limited liability companies, (“Developer”) propose the development of Tract No. 36974 consisting of 184 single-family homes (“Project”) located north of the 60 Freeway along Canal Street, just west of Tract 37640 proposed by Century Communities. The Project is within Rubidoux Community Services District (“District”). For the District to provide water and sewer service to the Project, new water and sewer facilities will need to be installed.

In June 2022 the District adopted updated Water and Wastewater Master Plans. The updated Wastewater Master Plan identifies various wastewater facility improvements necessary to accommodate sewer flows within the District’s service area at buildout. Specific wastewater facilities are determined based on the amount of sewage flow generated within tributary areas (“Tributary Flow”). The Tributary Flow from each tributary area contributes added flow to existing downstream District sewer facilities. To confirm if there is available hydraulic capacity in the existing downstream sewer facilities, hydraulic analyses are performed on the existing downstream District sewer facilities with the addition of the Tributary Flow. Where the hydraulic analyses reflect hydraulic deficiencies in the existing District sewer facilities to accommodate the added Tributary Flow, new sewer facilities are included in the Wastewater Master Plan. The project cost of the new sewer facilities is used in the determination of the District’s Sewer Capacity Fee due for each new connection made to the District’s sewer system. The District assesses Sewer Capacity Fees based on the number of equivalent dwelling units (“EDU”) being connected, where one EDU is equal to the sewage flow generated by a residential home, or 210 gallons per day. It is District practice to reimburse eligible expenses incurred by developers who construct District sewer facilities included in the current District Wastewater Master Plan. The reimbursement

amount for constructing master plan facilities is recognized as a credit against Sewer Capacity Fees due the District. As an example, if a developer builds \$250,000 of District Sewer facilities identified in the District Wastewater Master Plan, the developer would receive 48.08 EDUs of Sewer Capacity Fees as paid (based on current Sewer Capacity Fee of \$5,200/EDU). Prior to initiating work on a master planned sewer improvement in lieu of paying Sewer Capacity Fees the District and developer must enter into a reimbursement agreement to memorialize understandings.

The Developer’s Project is within a sewer tributary area comprised of its Project of 184 EDUs and Century Communities Tract 37640, a separate but adjacent 215 EDU residential project. This sewer tributary area of 399 EDUs total will contribute Tributary Flow to the District’s downstream sewer facilities in Avalon Street, which eventually is conveyed to larger diameter sewer pipeline in Mission Blvd. Based on the hydraulic analyses performed new sewer facilities will be needed in Avalon Street to accommodate the total Tributary Flow.

At this time the Developer and the developer of Tract 37640 have uncertain time schedules for their individual projects, but both acknowledge new sewer facilities in Avalon Street will be required in sections before the first connection in either of their projects can be made. Based on the hydraulic analyses performed it was determined the existing downstream sewer facilities can accommodate portions of the Tributary Flow allowing for new sewer facilities in Avalon Street (“Avalon Sewer Improvements”) to be built in phases. Below is a table showing phasing of the Avalon Sewer Improvements to accommodate certain numbers of EDU:

Section	Description	Allowable EDU
1	12" diameter Sewer Pipeline from intersection of Avalon Street and Alta Street to Station 16+54.98 (stub out at the end of Section 2 per District prepared plans)	0
2	10" and 12" diameter from Station 16+54.98 to the intersection of Avalon Street and Raye Street. Section includes removal of existing water pipeline in casing under 60 Freeway and reuse of casing for placement of new 10" diameter sewer pipeline. Section design paid by District	144
3	12" diameter from intersection of Avalon Street and Raye Street to the intersection of Avalon Street and 34th Street	259
4	12" diameter from intersection of Avalon Street and 36th Street to the intersection of Avalon Street and Mission Blvd.	399

Note: Sections 1 and 2 must be competed prior to the first EDU

Given the construction timing of the Project and Tract 37640 is uncertain, each developer seeks to formalize a reimbursement agreement with the District for the portions of the Avalon Sewer Improvements they take the lead in installing.

The developer of Tract 37640 entered an agreement with the District on July 28, 2022, entitled “Reimbursement Agreement Master Planned Sewer System Improvements Tract 37640 (Century Communities)” regarding the construction of Section 2 of the Avalon Sewer Improvements (“Original Reimbursement Agreement”). Under this agreement, Century Communities initiated work on Section 2 of the Avalon Sewer Improvements but has since ceased work. Some of the work performed by Century Communities on Section 2 of the Avalon Sewer Improvements has been identified as eligible expenses for reimbursement against Sewer Capacity Fees due for Tract 37640. The reimbursable amount for prior work performed by Century Communities on Section 2 along with the costs paid by the District for the design of Section 2 reduces the maximum reimbursable amount available for Section 2 if completed by the Developer.

Staff has worked with the Developer on an agreement entitled “Reimbursement Agreement Master Planned Sewer System Improvements Tract No. 36974 (Highpointe Emerald Ridge)” (“Reimbursement Agreement”) to memorialize the following regarding the Avalon Sewer Improvements:

1. The maximum reimbursable amount for all Sections of the Avalon Sewer Improvements is based on the current Wastewater Master Plan costs (as adjusted for change in ENR index) but reduced for design expenses incurred by the District and prior reimbursable eligible expenses incurred by Century Communities on Section 2.
2. Reimbursements by the District for eligible expenses associated with the construction of Avalon Sewer Improvements incurred by the Developer will be in the form of Sewer Capacity Fee EDU credits calculated by dividing the allowable reimbursement amount by the then current Sewer Capacity Fee per EDU.
3. Avalon Sewer Improvements can be constructed in Sections but limited to a specific number of EDUs from the tributary area upstream of Section 1. Once all Sections of the Avalon Sewer Improvements are completed the entire Tributary Flow can be connected.
4. Sewer Capacity Fee EDU credits can only be used by the Developer for the Project. The credits are not transferrable to other future projects the Developer may build within the District.
5. No EDUs from the Tributary Flow can be connected until Sections 1 and 2 of the Avalon Sewer Improvements are completed.
6. Acknowledges the Developer, the District, or others can build any portion or all of the Avalon Sewer Improvements. If the Developer connects EDUs to the Avalon Sewer Improvements built by others or the District, the Developer will be obligated to pay all Sewer Capacity Fees due for EDUs connected.

The proposed Reimbursement Agreement with the Developer is attached as Attachment 1. Within the Reimbursement Agreement cost details are provided. The District accounted for cost of the Avalon Sewer Improvements in the updated Wastewater Master Plan. As such providing credits in the form of Sewer Capacity Fee EDUs for eligible expenses up to the maximum reimbursable amounts as shown in the District Wastewater Master Plan for completed Sections of the Avalon Sewer Improvements has no budgetary impact. Essentially

the Developer is electing to construct Avalon Sewer Improvements in-lieu of paying Sewer Capacity Fees that would otherwise be used by the District to build the facilities.

District Counsel Harper has reviewed the Reimbursement Agreement and finds it is consistent with District policies regarding issues of this matter. Staff recommends the Board of Directors consider approving the Reimbursement Agreement for the following reasons:

1. Provides ability for the Developer or other developers within the tributary area to connect EDUs without completing the entire Avalon Sewer Improvements.
2. The number of EDUs allowed for connection per Section completed of the Avalon Sewer Improvements is identified.
3. Confirmation the maximum reimbursable amount available for Section 2 of the Avalon Sewer Improvements available to the Developer has been adjusted to account for prior eligible expenses incurred by Century Communities on Section 2 and design costs incurred by the District for Section 2.
4. Acknowledge the maximum reimbursable amounts for Sections of the Avalon Sewer Improvements are reduced based on the design costs incurred by the District.
5. The net effect is cost neutral for the District and the Developer.
6. Confirms any Sewer Capacity Fee credits earned by the Developer can only be used for the Project.
7. Complies with District practice and policies.

RECOMMENDATION:

The General Manager recommends the Board of Directors consider the following:

1. Approving the agreement entitled “Reimbursement Agreement Master Planned Sewer System Improvements Tract No. 36974 (Highpointe Emerald Ridge)”

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

Attach:

1. Reimbursement Agreement Master Planned Sewer System Improvements Tract 36974 (Highpointe Emerald Ridge)

**REIMBURSEMENT AGREEMENT
MASTER PLANNED SEWER SYSTEM IMPROVEMENTS**

TRACT NO. 36947 (Highpointe Communities)

This Agreement is made by and between the Rubidoux Community Services District, a public agency ("District") and Highpointe Emerald Ridge LLC, a California limited liability company ("Developer"). District and Developer may be collectively referred to herein as "Parties" and individually as "Party."

RECITALS

A. **WHEREAS**, Developer proposes the construction of Tract No. 36947, consisting of 184 single-family homes ("Project"), located in the District's service area northerly of 60 Freeway between Avalon Street and Canal Streets as shown on Exhibit A; and

B. **WHEREAS**, the Developer is seeking or has obtained entitlement approvals through the City of Jurupa Valley, California, for the Project and as part of satisfying conditions of approval set by the City of Jurupa Valley, certain water and sewer facilities must be constructed for ownership acceptance, maintenance, and operation by the District for the District to provide water and sewer service within the Project; and

C. **WHEREAS**, the District periodically updates its Wastewater Master Plan and its most recent Wastewater Master Plan update was adopted by the District's Board of Directors on June 16, 2022 ("Wastewater Master Plan"); and

D. **WHEREAS**, the Wastewater Master Plan estimates the Developer's Project of 184 homes and another proposed project of 215 homes owned by Century Communities of California, LLC ("Century Communities"), 399 homes total, will generate the entire ultimate sewage flow ("Tributary Flow") to the intersection of Avalon Street and Alta Street, all of which is dependent on District owned existing downstream sewer pipelines in Avalon Street, Raye Street, and Pontiac Avenue; and

E. **WHEREAS**, the Wastewater Master Plan defines an Equivalent Dwelling Unit ("EDU") to be one single family residence or townhouse; and

F. **WHEREAS**, the District's hydraulic analyses has determined the Tributary Flow once connected to the District's existing wastewater collection system downstream of the intersection of Avalon Street and Raye Street, as shown in Exhibit B, has sufficient capacity for up to 140 EDU's; and

G. **WHEREAS**, to accommodate sewage flows for more than 140 EDU's of the Tributary Flow it is necessary for new sewer facilities as identified in the Wastewater Master Plan will need to be built; and

H. **WHEREAS**, per the Wastewater Master Plan certain sewer pipeline improvements will need to be made from the intersection of Avalon Street and Alta Street to the intersection of Avalon Street and Mission Blvd. ("Avalon Sewer Improvements") prior to a certain amount of EDU's creating the Tributary Flow are connected for discharge; and

I. **WHEREAS**, the Avalon Sewer Improvements are identified as segments and may be built in phases as shown on Exhibit C, and as described below:

- a. Segment 1: Avalon Street – Alta Street to end of pipe of Section 2 at Station 16+54.98; totaling 260 LF of 12" diameter sewer pipeline
- b. Segment 2: Avalon Street – Stub at end of Section 1 at Station 16+54.98 to the intersection of Raye Street; totaling 350 LF of 12" diameter sewer pipeline and 290 LF of 10" diameter sewer pipeline
- c. Segment 3: Avalon Street – Raye Street to 34th Street; totaling 984 LF of 12" diameter sewer pipeline
- d. Segment 4: Avalon Street – 36th Street to Mission Blvd.; totaling 823 LF of 12" diameter sewer pipeline; and

J. **WHEREAS**, once built and accepted for use by the District the sewer pipeline segments as described in Recital I above, can accommodate up to the following number of connected EDUs:

- a. Segment 1 and Section 2: 1 to 140 EDU
- b. Segment 1, 2, and 3 141 to 259 EDU
- c. Segment 1, 2, 3, and 4 260 to 399 EDU

Prior to the first EDU from the Tributary Flow being connected for discharge Segment 1 and Segment 2 of the Avalon Sewer Improvements must be built; and

K. **WHEREAS**, within the Wastewater Master Plan Avalon Sewer Improvement costs have been estimated and included, in part, to determine the District's Sewer Capacity Fees. If the Developer or another developer builds all or portions of the Avalon Sewer Improvements the eligible expenses incurred up to the cost included in the Wastewater Master Plan for the portion(s) built are reimbursable against Sewer Capacity Fees Due for EDUs connected; and

L. **WHEREAS**, construction of Segment 2 was commenced by Century Communities utilizing plans and specifications prepared at the District's expense

resulting in the installation of bore pits on either side of the 60 Freeway, with construction having since ceased; and

M. **WHEREAS**, the Developer has an uncertain time schedule for the construction of the Project and recognizes other area developers (e.g., Century Communities) or the District may take the lead of building the Avalon Sewer Improvements to accommodate sewage flows from developments creating the Tributary Flow; and

N. **WHEREAS**, the District has initiated the design of the Avalon Sewer Improvements and anticipates completion of the plans and specifications by June 1, 2023. Costs incurred by the District for the design of the Avalon Sewer Improvements, including past expenses for Segment 2 as described above in these Recitals will be deducted from the maximum reimbursable amounts included in the Wastewater Master Plan; and

O. **WHEREAS**, it is the purpose of this Reimbursement Agreement to establish and memorialize the terms and conditions between the Parties regarding the reimbursement of eligible cost associated with the design, bidding and installation of the portions of the Avalon Sewer Improvements the Developer constructs for the Project (collectively defined as the “Developer Sewer Improvements”); however, the terms and conditions contained herein shall not apply to any portion of the Avalon Sewer Improvements constructed by other area developers as described in Recital M above (the “Other Developer Sewer Improvements”).

NOW, THEREFORE, in consideration of the mutual covenants herein contained the Parties hereby agree to the following.

TERMS

1. Incorporation of Recitals

The Recitals are incorporated herein and made an operative part of this Reimbursement Agreement.

2. Design by District of Avalon Sewer Improvements. The District is in process of designing Sections 3 and 4 of the Avalon Sewer Improvements as a part of this agreement and expects to have the design completed by June 1, 2023. Developer shall be solely responsible for obtaining for the Developer Sewer Improvements all required federal, state, and local permits and approvals including, for example and not by way of limitation, the California Department of Public Health (“CDPH”), Union Pacific Railroad, and CalTrans. Notwithstanding the foregoing, the District shall assist Developer in procuring any such permits and will execute applicable and appropriate documentation necessary for the procurement of the same. The plans for the Avalon Sewer Improvements shall be designed and approved by District in its reasonable discretion, and as based on then current standards and specifications for new sewer system

construction within the District's service area. The District will use reasonable best efforts to diligently and timely process the Avalon Sewer Improvement plans for approval. Said activities by both Parties shall also be subject to the rights and obligations of the Parties under the Rules and Regulations of the District as the same may be revised from time to time.

3. Construction and Installation of the Avalon Sewer Improvements

The District retains the right in its reasonable discretion to take the lead, or have other area developers take the lead, in the construction of some or all Segments of the Avalon Sewer Improvements. Any entity (whether it be Developer, another area developer, or District) who takes the lead on a Segment of the Avalon Sewer Improvements shall be the "Lead Party" for such Segment). In order to avoid duplicating efforts or contracting for the same work or materials, the District shall require that the Lead Party for a Segment to deliver written notice to Developer, the District and all other area developers at least thirty (30) days prior to commencing signing any contracts or purchasing any materials for the such Segment. Should the Developer be the Lead Party for some or all of the Avalon Sewer Improvements, the Developer agrees to comply with the terms contained within this agreement as they relate to the Developer Sewer Improvements:

a. Construction and Installation. Developer shall be responsible, at its sole cost and expense, but subject to the reimbursement provisions below, for all activities and all costs of bidding, award, construction, and installation of the Developer Sewer Improvements in compliance with applicable federal, state, and local laws, rules and regulations including, but not limited to CEQA and NEPA clearances, as necessary.

b. Control and Payment of Subordinates and Independent Contractor. All work on the Developer Sewer Improvements shall be performed by Developer or under its supervision. Developer and its consultants and contractors will determine the means, methods, and details of performing the work, subject to the requirements of this agreement and applicable District Rules and Regulations. All wages, salaries, and other amounts due such personnel in connection with their performance of work under this agreement and as required by law shall be paid by Developer or its consultants and contractors according to a process that will result in all contractors, and materialmen delivering unconditional releases of lien no later than fifteen (15) days after the date of full payment for their services or materials. Such entities shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

c. Prevailing Wages. Developer is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Avalon Sewer Improvements

involve an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Developer shall fully comply with such Prevailing Wage Laws with respect to the Developer Sewer Improvements. The Parties acknowledge and agree a reimbursement for eligible costs for installing the Developer Sewer Improvements is due the Developer in the form of a credit against Sewer Connection Fees and the reimbursement amount relates to a public benefit making the new portion(s) of the Avalon Sewer Improvements a “Public Works”. Developer shall obtain a copy of the prevailing rates of per diem wages at the commencement of the bidding of the Avalon Sewer Improvements from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, Developer may view a copy of the prevailing rates of per diem wages at the District Office. Developer shall defend, indemnify, and hold District, its elected officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws with respect to the Developer Sewer Improvements.

4. Billings and Records.

Developer shall maintain complete and accurate records with respect to all costs and expenses associated with the permitting, construction, and installation of the Developer Sewer Improvements. Developer shall be responsible for obtaining billings from consulting professionals and contractor(s) performing permitting related activities, construction, and installation of the Developer Sewer Improvements and for determining the accuracy thereof.

5. Inspection and Transfer of Avalon Sewer Improvements

a. Without modifying or limiting Developer’s obligations under this Agreement, District will inspect and test the portions of Avalon Sewer Improvements constructed by the Developer. The District will track costs incurred by the District for all expenses associated with inspection and testing of the Developer Sewer Improvements. The Developer will deposit funds with the District in amounts requested by the District for the District to charge costs such as staff costs, consultant costs, and laboratory expenses specifically associated with the Developer Sewer Improvements. As the work associated with the Avalon Sewer Improvements is in the Public Right of Way, the District shall have access to the work site at all times during business hours to conduct tests or inspections. Any deficiencies in the Developer Sewer Improvement work shall be corrected by Developer at its sole cost and expense. Upon completion of the Developer Sewer Improvements, to the satisfaction of District, the Developer Sewer Improvements shall be presented to the District for acceptance.

b. Acceptance by the District of the Developer Sewer Improvements constructed by the Developer shall be conditioned upon performance of the obligations set forth in this agreement in regard to: (i) approval by District of the construction and installation of the Avalon Sewer Improvements; (ii) lien free completion of construction

of the Developer Sewer Improvements; and (iii) acceptance of title to the Developer Sewer Improvements by the District by way of the recordation of the applicable conveyance document in substantially the form set forth in Exhibit D attached hereto and incorporated herein by reference. District shall assist Developer in procuring the property rights necessary to construct, maintain, and operate the Developer Sewer Improvements in the public right-of-way including without limitation obtaining appropriate licenses, easement deeds or other conveyances necessary. District confirms that all of the Avalon Sewer Improvements shall be located within public right-of-way, and Developer shall not be required to obtain any easements, licenses or entry rights from any private third parties in order to construct them. Notwithstanding the foregoing, to the extent any private third party consents are required in order to construct the Avalon Sewer Improvements, the District shall be responsible for timely obtaining such consents, at no cost to Developer. Developer is responsible for all costs, including any District administrative costs (staff, legal review, etc.), associated with procuring property rights discussed in this section. Said activities by both Parties shall also be subject to the rights and obligations of the Parties under District Rules and Regulations as the same may be revised from time to time.

c. Within thirty (30) days after completion of construction and final inspection by District, District shall accept any one discrete segment or all discrete segments as defined in Recital I of the Developer Sewer Improvements as complete, subject to the provisions of this Reimbursement Agreement and District Rules and Regulations, provided such Developer Sewer Improvements are constructed in accordance with approved District provided plans, specifications, and contract documents, and operates satisfactorily. Upon acceptance of any Developer Sewer Improvements, Developer shall assign to District all of Developer's rights and remedies, including warranties, for such improvements as set forth in the approved contract documents. Developer shall be responsible for any accident, loss, or damage to said Developer Sewer Improvements prior to acceptance by District. Developer shall require its contractors to warrant all work and materials for the constructed Developer Sewer Improvements to be free from all defects due to faulty materials or workmanship for a period of one (1) year from the date of acceptance by District. Upon acceptance of any of the Developer Sewer Improvements by the District, District shall assume all liability and responsibility for the operation, maintenance, use and ownership of such Developer Sewer Improvements.

6. Reimbursement.

The reimbursement amount due the Developer by the District for eligible expenses for installing the Developer Sewer Improvements requires the Developer bid the Developer Sewer Improvements based upon paying prevailing wage rates required to be paid under Prevailing Wage Laws.

Other reimbursement conditions include:

a. Within thirty (30) days after completion of any discrete Segment of the Developer Sewer Improvements and acceptance by District, Developer shall provide the District with an itemized accounting showing all direct and indirect costs and expenses incurred by Developer for the permitting, construction, and installation of such Developer Sewer Improvements. District shall have thirty (30) days from its receipt of such cost and expenses to notify Developer of any items the District contends are not reasonable and/or not eligible for reimbursement. All items for which Developer does not receive such notification shall be deemed reasonable and eligible for reimbursement as Eligible Costs and Expenses.

b. In the event the District disputes the eligibility for reimbursement of any items contained in the itemized accounting, District shall provide written notification to Developer identifying the items disputed and explaining the basis for why District disputes such items. The Parties agree to cooperate with one another in efforts to resolve any disputes over any costs or expenses claimed for reimbursement by Developer in the itemized accounting. If despite good faith efforts the Parties cannot resolve any dispute regarding any cost or expense, such dispute will be submitted to a mediator agreed upon by the Parties, whose decision will be binding.

c. Within thirty (30) days after receipt of the itemized accounting as referenced in Section 6(a) and there are no disputes of the costs and expenses the itemized accounting will be deemed reasonable and eligible for reimbursement as Eligible Costs and Expenses whereafter the District shall provide the Developer a credit against the then current Sewer Capacity Fees due the District from the Developer for the Project. For clarification, if at the time Developer is eligible for reimbursement the Eligible Costs and Expenses exceed the amount of the then-due District Sewer Capacity Fees, the difference will be applied to future District Sewer Capacity Fees for the Project as they become due until Developer is fully reimbursed or a maximum of 10 years from the date of completion of the discrete Segment, whichever comes first, subject to the limitation in Section 6(d) below.

d. The District will reimburse the Developer in the form of credits against Sewer Connection Fees due for the Project for the Eligible Costs and Expenses for the Developer Sewer Improvements, without limitation, construction costs and amounts reimbursed for District Charges under Section 5(a). Credits against Sewer Connection Fees due for the Project shall be in number of EDU's rounded to the hundredth place (for example if the reimbursement amount due for an accepted Segment of the Developer Sewer Improvements is \$250,000 and the then current Sewer Capacity Fee is \$5,200/EDU, the Credit would be 48.08 EDU). In no event shall District be obligated to make any reimbursement to the Developer pursuant to this agreement in an amount which exceeds those shown per Segment of the Avalon Sewer Improvements on Exhibit E attached hereto and incorporated herein by reference. Notwithstanding anything herein to the contrary, in the event Developer pays the District Sewer Capacity Fees for the Project prior to either (i) completing the improvements or (ii) the District confirming the Eligible Costs and Expenses eligible for reimbursements, such that all or any portion

of the reimbursement cannot be credited against the District Sewer Capacity Fees, then the District will make a reimbursement payment to the Developer for such amount, within thirty (30) days after the Developer Sewer Improvements are accepted by the District.

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

7. Use of Avalon Sewer Improvements Built By Others

The Developer agrees some or all of the Segment of the Avalon Sewer Improvements may be built by the District or others. If the Avalon Sewer Improvements are built by others and the Developer subsequently benefits by use of portions or all Segments of the Avalon Sewer Improvements the Developer acknowledges and agrees prior to connecting any EDUs from its Project thereto the District shall receive Sewer Capacity Fees at the then current fees from the Developer for each and every EDU to be connected to the Avalon Sewer Improvements. The District will use received Sewer Capacity Fees to recover costs it incurred to design, and build the Avalon Sewer Improvements, or reimburse others who built the Avalon Sewer Improvements.

8. General Provisions

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

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

c. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on each of the Parties and their successors and assigns. This Agreement shall not be assigned by Developer without the prior written consent of District, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, District's failure to disapprove of a proposed assignee in writing (any such disapproval shall specify the reasonable basis for such disapproval) within ten (10) days following written request for approval shall be deemed District's approval of and consent to such assignment as required hereunder. Without limiting the foregoing, it shall be unreasonable for District to withhold consent so long as the proposed assignee has the financial resources to undertake the work contemplated in this Agreement. District's consent hereunder does not require approval by the District's board. In the event of such an assignment, the assignees shall agree to be bound by all terms and conditions of this Agreement which accrue from and after the date of said assignment and may be required by District to enter into an assignment or other contractual arrangement to reasonably document said obligations.

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

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

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

Rubidoux Community Services District

Rubidoux Community Services District
3590 Rubidoux Blvd.
Jurupa Valley, CA 92509
Attention: General Manager
Brian Laddusaw

Highpointe Communities

Highpointe Emerald Ridge LLC
c/o Highpointe Communities LLC

16501 Scientific Way
Irvine, CA 92618
Attn: Timothy D. England

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

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

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

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

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

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

l. Labor Certification. By its signature hereunder, Developer certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code. Developer agrees to comply with such provisions and to require its consultants and contractors to comply with such provisions before commencing any work.

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

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

o. Insurance. For the period during which Developer or its contractor(s) controls the job site, Developer will require that the contractor provide, for the entire period of construction, a policy of Workers' Compensation Insurance and Commercial General Liability Insurance with coverage broad enough to include the contractual obligation it may have under the construction contract and having a combined single limit of liability in the amount of \$2,000,000 covering District's officers, employees and agents as additional insureds.

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

RUBIDOUX COMMUNITY SERVICES DISTRICT

Brian Laddusaw
Its: General Manager

DEVELOPER

**HIGHPOINTE EMERALD RIDGE LLC,
a California limited liability company**

By: HP-SA ER LLC,
a California limited liability company, its Manager

By: Highpointe Investments LLC,
a California limited liability company,
its Co-Manager

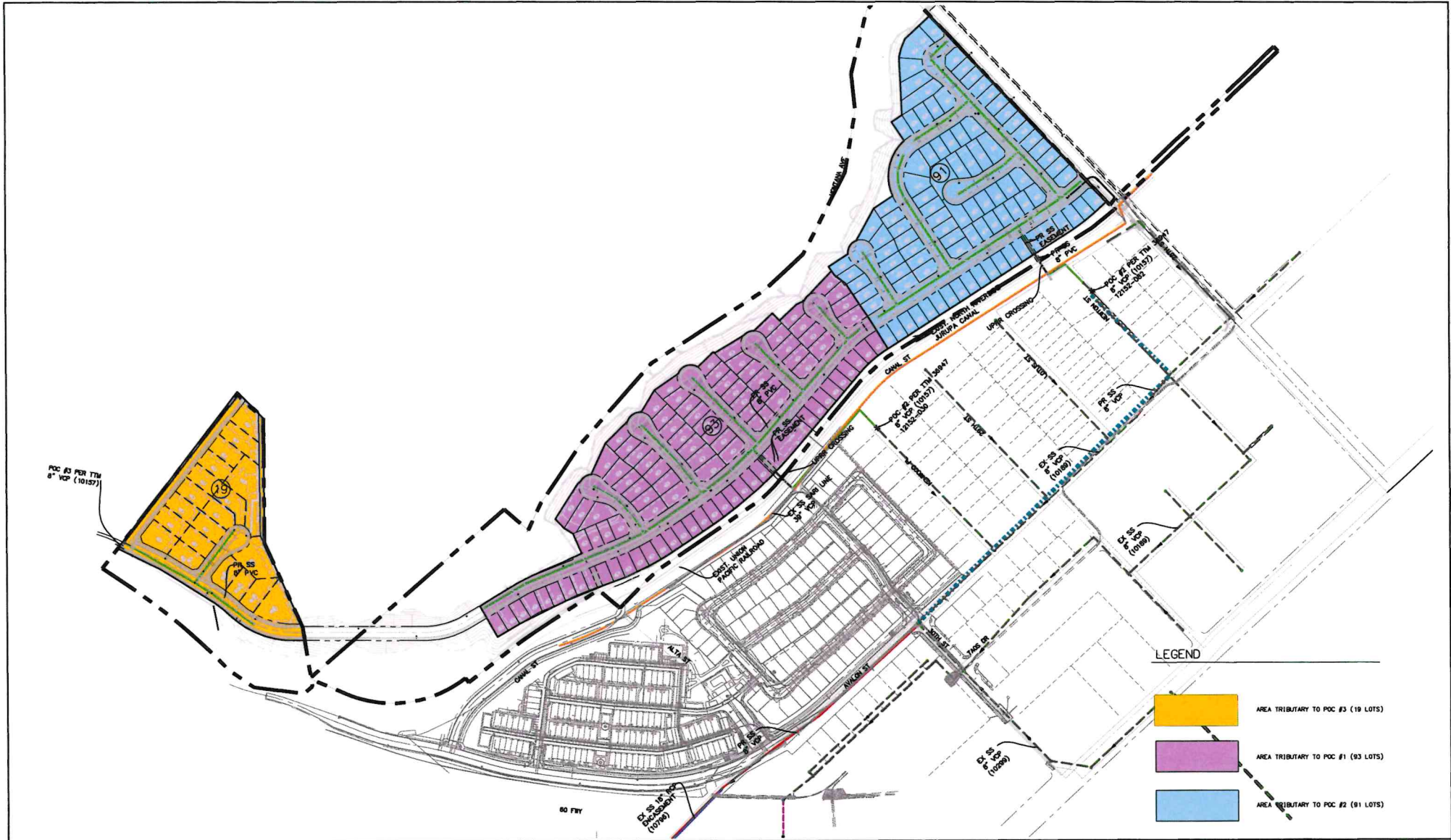
By: _____
Timothy D. England, Manager

By: Shakoory Investments, LLC,
a California limited liability company,
its Co-Manager

By: _____
Babak Shakoory, Manager

EXHIBIT A

Developer Project Tract 36947 and Tributary Area



SEWER SYSTEM EXHIBIT
 EMERALD RIDGE-NORTH
 TTM 36947

Exhibit A

PREPARED BY:
PROACTIVE
 ENGINEERING CONSULTANTS
PROACTIVE ENGINEERING, INC.
 200 South Main Street, Corona, CA 92682, Suite 300
 951-280-3300
 AUGUST 2021

SHEET NO.
 1 OF 1

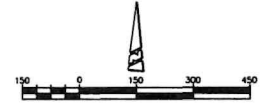


EXHIBIT B

Existing District Downstream Sewer Facilities



Exhibit B ~ Existing Avalon Street Sewer Facilities

EXHIBIT C

Avalon Sewer Improvements By Segment

This 94 ft segment is not specifically in the District's WWMP but can be included on pro rated basis.

TRACT 37640

PROP 12" SS 260LF

EX 18" CASING

STATE ROUTE 60

AVALON ST

PONTIAC AVE

RUBIDOUX BLVD



TRACT 36947
RCSD OFF-SITE SEWER
SEGMENT 1

PROACTIVE
ENGINEERING CONSULTANTS
200 South Main Street, Suite 300
Corona, CA 92882 (951) 280-3300

12/16/22

Z:\10.067_EMERALD RIDGE\DRAWINGS\EXHIBITS\OFF-SITE SEWER - DWG

TRACT 37840

Century Communities has constructed Bore and Jack Pits each side of the freeway.

EX 18" CASING

STATE ROUTE 60

PROP 12" SS
~640 LF

AVALON ST

PONTIAC AVE

RUBIDOUX BLVD

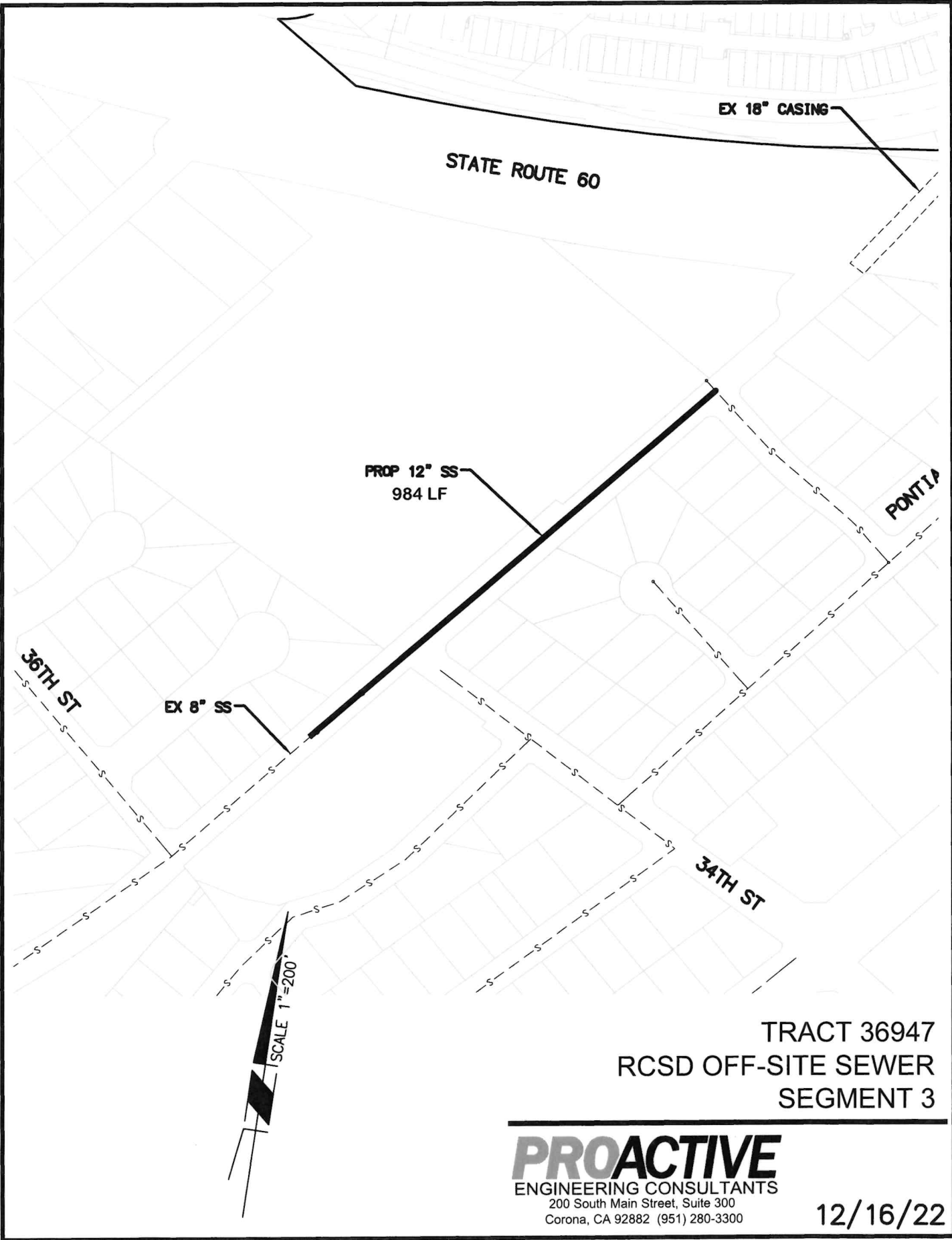
SCALE 1"=200'

TRACT 36947
RCSD OFF-SITE SEWER
SEGMENT 2

PROACTIVE
ENGINEERING CONSULTANTS
200 South Main Street, Suite 300
Corona, CA 92882 (951) 280-3300

12/16/22

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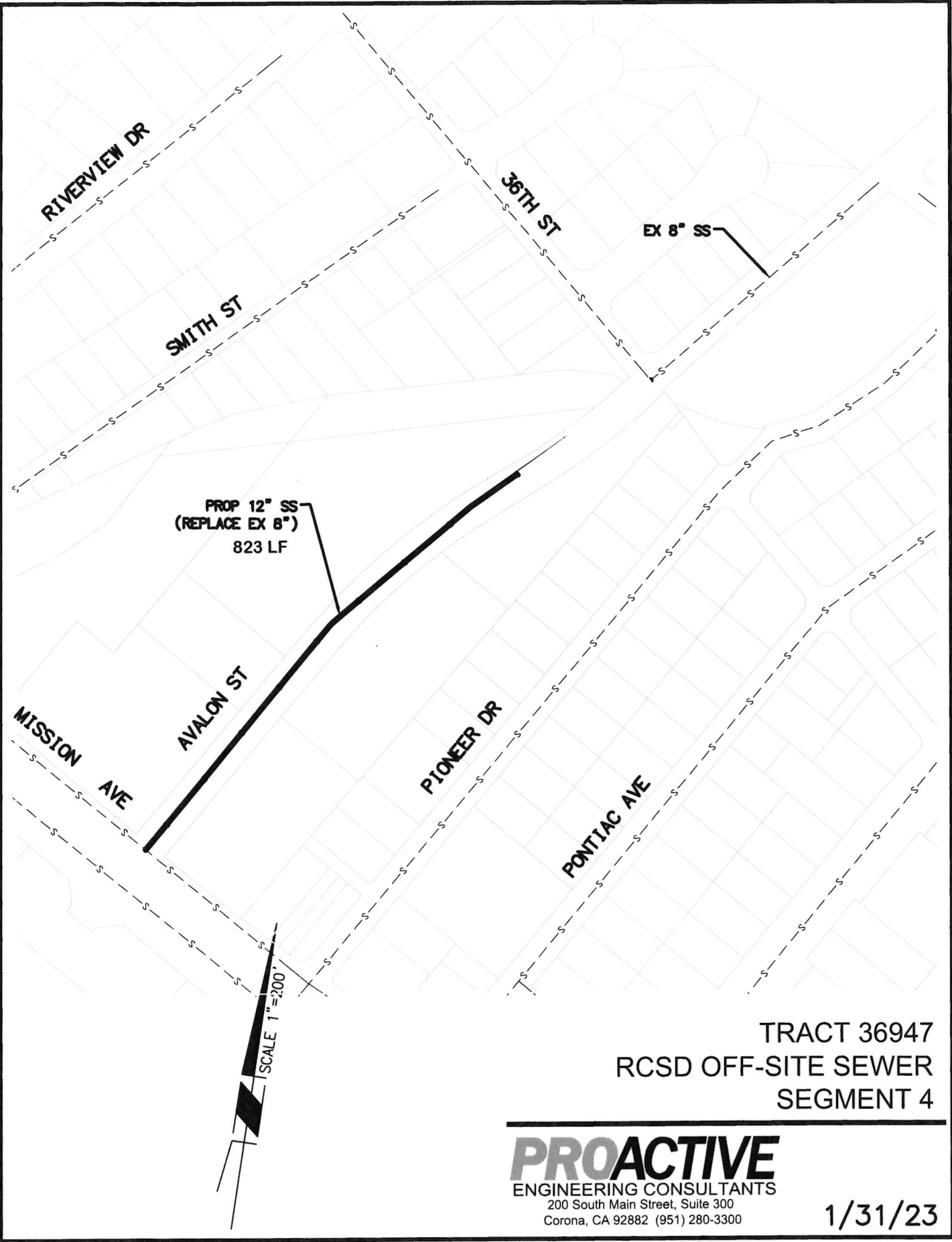


TRACT 36947
 RCSD OFF-SITE SEWER
 SEGMENT 3

PROACTIVE
 ENGINEERING CONSULTANTS
 200 South Main Street, Suite 300
 Corona, CA 92882 (951) 280-3300

12/16/22

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PROP 12" SS
 (REPLACE EX 8")
 823 LF

EX 8" SS



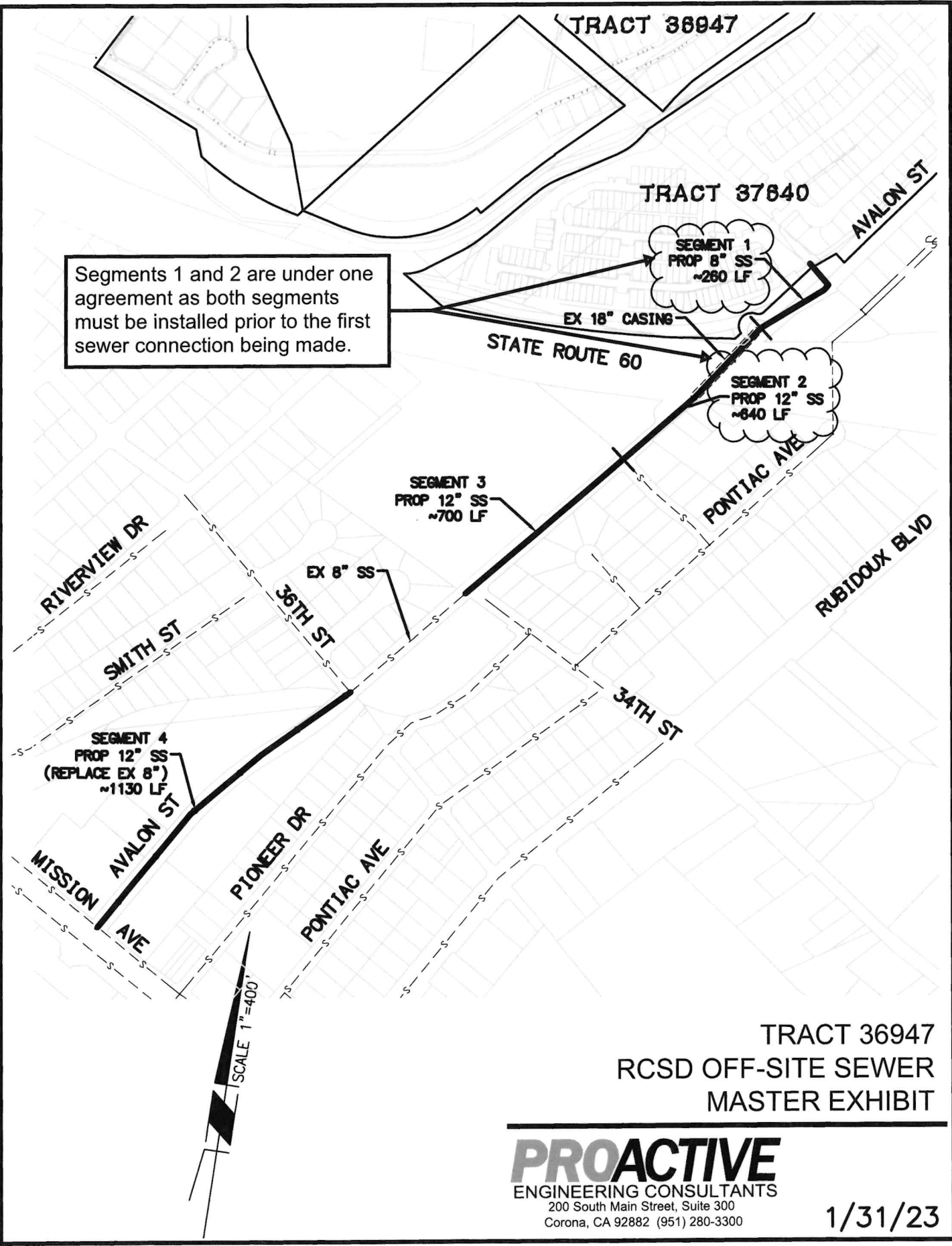
TRACT 36947
 RCSD OFF-SITE SEWER
 SEGMENT 4

PROACTIVE
 ENGINEERING CONSULTANTS
 200 South Main Street, Suite 300
 Corona, CA 92882 (951) 280-3300

1/31/23

Z:\10.067_EMERALD RIDGE\DRAWINGS\EXHIBITS\OFF-SITE SEWER-.DWG

Segments 1 and 2 are under one agreement as both segments must be installed prior to the first sewer connection being made.



TRACT 36947
 RCSD OFF-SITE SEWER
 MASTER EXHIBIT



PROACTIVE
 ENGINEERING CONSULTANTS
 200 South Main Street, Suite 300
 Corona, CA 92882 (951) 280-3300

1/31/23

EXHIBIT D

Conveyance Documents

**RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:**

RUBIDOUX COMMUNITY
SERVICES DISTRICT
P.O. 3098
Rubidoux, CA 92519-3098

EXEMPT FROM RECORDING FEES PER GOVT.
CODE §6103
EXEMPT FROM DOCUMENTARY TRANSFER
TAX PER REV. & TAX CODE §11922

Space above this line for Recorder's use

GRANT DEED AND BILL OF SALE

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, HIGHPOINTE EMERALD RIDGE, LLC ("**Grantor**") hereby grants and conveys to RUBIDOUX COMMUNITY SERVICES DISTRICT, a public agency organized and existing under and by virtue of the Community Services District Law ("**Grantee**") all sewer improvements ("**RCSD Facilities**") which Grantor has constructed within the public street right-of-way commonly known as Avalon Street generally between Alta Street and Mission Boulevard, located in the City of Jurupa Valley, County of Riverside, State of California.

Plans of such RCSD Facilities are included with *Exhibit "A"*, attached hereto, and *Exhibit "B"* provides a written description of same, attached hereto.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO GRANT DEED AND BILL OF SALE]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: _____

GRANTOR:

HIGHPOINTE EMERALD RIDGE, LLC
A California limited liability company

By: HP-SA ER LLC,
a California limited liability company, its Manager

By: Highpointe Investments, LLC,
a California limited liability company,
its Co-Manager

By: _____

Name: _____

Title: _____

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)
County of Riverside)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"

DEPICTION OF RCSD FACILITIES INCLUDED IN THIS CONVEYANCE

[to be attached]

EXHIBIT "B"

Description
of Location of
RCSD Facilities

DESCRIPTION OF FACILITIES

DETAILED DESCRIPTION.

**CERTIFICATE OF ACCEPTANCE OF AND CONSENT TO
GRANT DEED AND BILL OF SALE**

THIS IS TO CERTIFY that the attached Grant Deed and Bill of Sale for all sewer improvements which HIGHPOINTE EMERALD RIDGE, LLC ("Grantor") has constructed within the public street commonly known as Avalon Street between Alta Street and Mission Boulevard, is hereby accepted by the RUBIDOUX COMMUNITY SERVICES DISTRICT ("Grantee") on the date set forth below. Grantee consents to the recordation thereof by its duly authorized officer. Grantee acknowledges and agrees that Grantee shall be responsible for ownership, operation and maintenance of such utility assets.

Date: _____, 2023

(SEAL)

RUBIDOUX COMMUNITY SERVICES DISTRICT

By: _____

Name: Brian Laddusaw

Its: General Manager

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)
County of Riverside)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT E

Maximum Reimbursement Amounts by Segment of Avalon Sewer Improvements

Section	Description	Length (+/-)	2021 Project Cost Per WWMP	Adjusted Project Costs Per WWMP
1	12" diameter Sewer Pipeline from intersection of Avalon Street and Alta Street to Station 16+54.98 (stub out at the end of Section 2 per District prepared plans)	190	\$ 75,870.80	\$ 75,870.80
2	10" and 12" diameter from Station 16+54.98 to the intersection of Avalon Street and Raye Street. Section includes removal of existing water pipeline in casing under 60 Freeway and reuse of casing for placement of new 10" diameter sewer pipeline. Section design paid by District	640	\$ 360,000.00	<District Costs for Design Paid To TKE>
3	12" diameter from intersection of Avalon Street and Raye Street to the intersection of Avalon Street and 34th Street	700	\$ 279,524.00	<District Costs for Design To Webb>
4	12" diameter from intersection of Avalon Street and 36th Street to the intersection of Avalon Street and Mission Blvd.	723	\$ 288,708.36	<District Costs for Design To Webb>

Notes:

a. 2021 Project Cost based on construction estimates as of September 2021

b. Maximum reimburseable Project Cost to be adjusted by the ratio of the ENR-CCI's using the September 2021 ENR-CCI Los Angeles of 13,212.48 as the denominator against the current ENR-CCR Los Angeles at the time of Section completion and acceptance by the District

c. Project Costs shown are the estimated construction cost times 1.4 where the 40% add is comprised of: 15% for contingencies + 15% for Engineering Fees + 10% for other costs (admin., permitting, etc.)

d. Project costs do not include land acquisition costs

e. Developer has submitted \$X of eligible reimbursable expenses associated with Section 2 for installed bore pits

**18. Consider Reimbursement Agreement Regarding Avalon
Sewer Improvements (Century – Tract No. 37640): DM 2023-64**

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 2023-64

July 6, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Reimbursement Agreement Regarding Avalon Sewer Improvements (Century – Tract No. 37640)

BACKGROUND:

Century Communities, LLC, a Delaware Limited Liability Company (“Developer”) proposes the development of Tract No. 37640 consisting of 215 single-family homes (“Project”) located north of the 60 Freeway along Canal Street, just east of Tract 36974 proposed by Highpoint Development. The Project is within Rubidoux Community Services District (“District”). For the District to provide water and sewer service to the Project, new water and sewer facilities will need to be installed.

In June 2022 the District adopted updated Water and Wastewater Master Plans. The updated Wastewater Master Plan identifies various wastewater facility improvements necessary to accommodate sewer flows within the District’s service area at buildout. Specific wastewater facilities are determined based on the amount of sewage flow generated within tributary areas (“Tributary Flow”). The Tributary Flow from each tributary area contributes added flow to existing downstream District sewer facilities. To confirm if there is available hydraulic capacity in the existing downstream sewer facilities, hydraulic analyses are performed on the existing downstream District sewer facilities with the addition of the Tributary Flow. Where the hydraulic analyses reflect hydraulic deficiencies in the existing District sewer facilities to accommodate the added Tributary Flow, new sewer facilities are included in the Wastewater Master Plan. The project cost of the new sewer facilities is used in the determination of the District’s Sewer Capacity Fee due for each new connection made to the District’s sewer system. The District assesses Sewer Capacity Fees based on the number of equivalent dwelling units (“EDU”) being connected, where one EDU is equal to the sewage flow generated by a residential home, or 210 gallons per day. It is District practice to reimburse eligible expenses incurred by developers who construct District sewer facilities included in the current District Wastewater Master Plan. The reimbursement

amount for constructing master plan facilities is recognized as a credit against Sewer Capacity Fees due the District. As an example, if a developer builds \$250,000 of District Sewer facilities identified in the District Wastewater Master Plan, the developer would receive 48.08 EDUs of Sewer Capacity Fees as paid (based on current Sewer Capacity Fee of \$5,200/EDU). Prior to initiating work on a master planned sewer improvement in lieu of paying Sewer Capacity Fees the District and developer must enter into a reimbursement agreement to memorialize understandings.

The Developer’s Project is within a sewer tributary area comprised of its Project of 215 EDUs and Tract 36974, a 184 EDU residential project. This sewer tributary area of 399 EDUs total will contribute Tributary Flow to the District’s downstream sewer facilities in Avalon Street, which eventually is conveyed to larger diameter sewer pipeline in Mission Blvd. Based on the hydraulic analyses performed new sewer facilities will be needed in Avalon Street to accommodate the total Tributary Flow.

At this time the Developer and the developer of Tract 36974 have uncertain time schedules for their individual projects, but both acknowledge new sewer facilities in Avalon Street will be required in sections before the first connection in either of their projects can be made. Based on the hydraulic analyses performed it was determined the existing downstream sewer facilities can accommodate portions of the Tributary Flow allowing for new sewer facilities in Avalon Street (“Avalon Sewer Improvements”) to be built in phases. Below is a table showing phasing of the Avalon Sewer Improvements to accommodate certain numbers of EDU:

Section	Description	Allowable EDU
1	12" diameter Sewer Pipeline from intersection of Avalon Street and Alta Street to Station 16+54.98 (stub out at the end of Section 2 per District prepared plans)	0
2	10" and 12" diameter from Station 16+54.98 to the intersection of Avalon Street and Raye Street. Section includes removal of existing water pipeline in casing under 60 Freeway and reuse of casing for placement of new 10" diameter sewer pipeline. Section design paid by District	144
3	12" diameter from intersection of Avalon Street and Raye Street to the intersection of Avalon Street and 34th Street	259
4	12" diameter from intersection of Avalon Street and 36th Street to the intersection of Avalon Street and Mission Blvd.	399

Note: Sections 1 and 2 must be competed prior to the first EDU

Given the construction timing of the Project and Tract 36974 is uncertain, each developer seeks to formalize a reimbursement agreement with the District for the portions of the Avalon Sewer Improvements they take the lead in installing.

The developer of Tract 37640 entered an agreement with the District on July 28, 2022, entitled “Reimbursement Agreement Master Planned Sewer System Improvements Tract 37640 (Century Communities)” regarding the construction of Section 2 of the Avalon Sewer Improvements (“Original Reimbursement Agreement”). Under this agreement, Century Communities initiated work on Section 2 of the Avalon Sewer Improvements but has since ceased work. Some of the work performed by Century Communities on Section 2 of the Avalon Sewer Improvements has been identified as eligible expenses for reimbursement against Sewer Capacity Fees due for Tract 37640. The reimbursable amount for prior work performed by Century Communities on Section 2 along with the costs paid by the District for the design of Section 2 reduces the maximum reimbursable amount available for Section 2 if completed by the Developer.

Staff has worked with the Developer on an agreement entitled “Reimbursement Agreement Master Planned Sewer System Improvements Tract No. 37640 (Century Communities)” (Reimbursement Agreement”) to memorialize the following regarding the Avalon Sewer Improvements:

1. The maximum reimbursable amount for all Sections of the Avalon Sewer Improvements is based on the current Wastewater Master Plan costs (as adjusted for change in ENR index) but reduced for design expenses incurred by the District and prior reimbursable eligible expenses incurred by Century Communities on Section 2.
2. Reimbursements by the District for eligible expenses associated with the construction of Avalon Sewer Improvements incurred by the Developer will be in the form of Sewer Capacity Fee EDU credits calculated by dividing the allowable reimbursement amount by the then current Sewer Capacity Fee per EDU.
3. Avalon Sewer Improvements can be constructed in Sections but limited to a specific number of EDUs from the tributary area upstream of Section 1. Once all Sections of the Avalon Sewer Improvements are completed the entire Tributary Flow can be connected.
4. Sewer Capacity Fee EDU credits can only be used by the Developer for the Project. The credits are not transferrable to other future projects the Developer may build within the District.
5. No EDUs from the Tributary Flow can be connected until Sections 1 and 2 of the Avalon Sewer Improvements are completed.
6. Acknowledges the Developer, the District, or others can build any portion or all of the Avalon Sewer Improvements. If the Developer connects EDUs to the Avalon Sewer Improvements built by others or the District, the Developer will be obligated to pay all Sewer Capacity Fees due for EDUs connected.

The proposed Reimbursement Agreement with the Developer is attached as Attachment 1. Within the Reimbursement Agreement cost details are provided. The District accounted for cost of the Avalon Sewer Improvements in the updated Wastewater Master Plan. As such providing credits in the form of Sewer Capacity Fee EDUs for eligible expenses up to the maximum reimbursable amounts as shown in the District Wastewater Master Plan for completed Sections of the Avalon Sewer Improvements has no budgetary impact. Essentially the Developer is electing to construct Avalon Sewer Improvements in-lieu of paying Sewer Capacity Fees that would otherwise be used by the District to build the facilities.

District Counsel Harper has reviewed the Reimbursement Agreement and finds it is consistent with District policies regarding issues of this matter. Staff recommends the Board of Directors consider approving the Reimbursement Agreement for the following reasons:

1. Provides ability for the Developer or other developers within the tributary area to connect EDUs without completing the entire Avalon Sewer Improvements.
2. The number of EDUs allowed for connection per Section completed of the Avalon Sewer Improvements is identified.
3. Confirmation the maximum reimbursable amount available for Section 2 of the Avalon Sewer Improvements available to the Developer has been adjusted to account for prior eligible expenses incurred by Century Communities on Section 2 and design costs incurred by the District for Section 2.
4. Acknowledge the maximum reimbursable amounts for Sections of the Avalon Sewer Improvements are reduced based on the design costs incurred by the District.
5. The net effect is cost neutral for the District and the Developer.
6. Confirms any Sewer Capacity Fee credits earned by the Developer can only be used for the Project.
7. Complies with District practice and policies.

RECOMMENDATION:

The General Manager recommends the Board of Directors consider the following:

1. Rescind the prior agreement with Century Communities and replace it with this new agreement.
2. Approve the agreement entitled "Reimbursement Agreement Master Planned Sewer System Improvements Tract No. 37640 (Century Communities)"

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

Attach:

1. Reimbursement Agreement Master Planned Sewer System Improvements Tract 37640 (Century Communities)

**REIMBURSEMENT AGREEMENT
MASTER PLANNED SEWER SYSTEM IMPROVEMENTS**

TRACT NO. 37640 (Century Communities)

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

RECITALS

A. **WHEREAS**, Developer proposes the construction of Tract No. 37640, consisting of 97 single-family homes and 118 attached townhomes (“Project”), 215 total, located in the District’s service area northerly of 60 Freeway between Avalon Street and Canal Streets as shown on Exhibit A; and

B. **WHEREAS**, the Developer has obtained entitlement approvals through the City of Jurupa Valley, California and as part of satisfying conditions of approval set by the City of Jurupa Valley, the Developer must construct water and sewer facilities for ownership acceptance, maintenance, and operation by the District for the District to provide water and sewer service within the Project; and

C. **WHEREAS**, the District periodically updates its Wastewater Master Plan and its most recent Wastewater Master Plan update was adopted by the District’s Board of Directors on June 16, 2022 (“Wastewater Master Plan”); and

D. **WHEREAS**, the Wastewater Master Plan estimates the Developer’s Project of 215 homes and another proposed project of 184 homes, 399 homes total, will generate the entire ultimate sewage flow (“Tributary Flow”) to the intersection of Avalon Street and Alta Street, all of which is dependent on District owned existing downstream sewer pipelines in Avalon Street, Raye Street, and Pontiac Avenue; and

E. **WHEREAS**, the Wastewater Master Plan defines an Equivalent Dwelling Unit (“EDU”) to be one single family residence or townhouse; and

F. **WHEREAS**, the District’s hydraulic analyses has determined the Tributary Flow once connected to the District’s existing wastewater collection system downstream of the intersection of Avalon Street and Raye Street, as shown in Exhibit B, has sufficient capacity for up to 140 EDU’s; and

G. **WHEREAS**, to accommodate sewage flows for more than 140 EDU's of the Tributary Flow it is necessary for new sewer facilities as identified in the Wastewater Master Plan will need to be built; and

H. **WHEREAS**, per the Wastewater Master Plan certain sewer pipeline improvements will need to be made from the intersection of Avalon Street and Alta Street to the intersection of Avalon Street and Mission Blvd. ("Avalon Sewer Improvements") prior to a certain amount of EDU's creating the Tributary Flow are connected for discharge; and

I. **WHEREAS**, the Avalon Sewer Improvements are identified as segments and may be built in phases as shown on Exhibit C, and as described below:

- a. Segment 1: Avalon Street – Alta Street to end of pipe of Section 2 at Station 16+54.98; totaling 260 LF of 12" diameter sewer pipeline
- b. Segment 2: Avalon Street – Stub at end of Section 1 at Station 16+54.98 to the intersection of Raye Street; totaling 350 LF of 12" diameter sewer pipeline and 290 LF of 10" diameter sewer pipeline
- c. Segment 3: Avalon Street – Raye Street to 34th Street; totaling 984 LF of 12" diameter sewer pipeline
- d. Segment 4: Avalon Street – 36th Street to Mission Blvd.; totaling 823 LF of 12" diameter sewer pipeline; and

J. **WHEREAS**, once built and accepted for use by the District the sewer pipeline segments as described in Recital I above, can accommodate up to the following number of connected EDUs:

- a. Segment 1 and Section 2: 1 to 140 EDU
- b. Segment 1, 2, and 3 141 to 259 EDU
- c. Segment 1, 2, 3, and 4 260 to 399 EDU

Prior to the first EDU from the Tributary Flow being connected for discharge Segment 1 and Segment 2 of the Avalon Sewer Improvements must be built; and

K. **WHEREAS**, within the Wastewater Master Plan Avalon Sewer Improvement costs have been estimated and included, in part, to determine the District's Sewer Capacity Fees. If the Developer or another developer builds all or portions of the Avalon Sewer Improvements the eligible expenses incurred up to the cost included in the Wastewater Master Plan for the portion(s) built are reimbursable against Sewer Capacity Fees Due for EDUs connected; and

L. **WHEREAS**, the District and the Developer entered into an agreement dated July 28, 2022, entitled "Reimbursement Agreement Master Planned Sewer System

Improvements Tract 37640 (Century Communities)” regarding the construction of Segment 2 of the Avalon Sewer Improvements (“Original Reimbursement Agreement”); and

M. **WHEREAS**, construction of Segment 2 was commenced by the Developer utilizing plans and specifications prepared at the District’s expense resulting in the installation of bore pits on either side of the 60 Freeway, with construction having since ceased. Some or all of the eligible expenses incurred for the work performed on Segment 2 by the Developer may be a reimbursable expense pursuant to the Original Reimbursement Agreement even if the balance of Segment 2 improvements are completed by either the District or another developer; and

N. **WHEREAS**, the Developer has an uncertain time schedule for the construction of the Project and recognizes other area developers or the District may take the lead of building the Avalon Sewer Improvements to accommodate sewage flows from developments creating the Tributary Flow; and

O. **WHEREAS**, the Developer seeks to supersede and rescind the Original Reimbursement Agreement dated July 28, 2022 subject to the approval of this agreement; and

P. **WHEREAS**, the District has initiated the design of the Avalon Sewer Improvements and anticipates completion of the plans and specifications by June 1, 2023. Costs incurred by the District for the design of the Avalon Sewer Improvements, including past expenses for Segment 2 as described above in these Recitals will be deducted from the maximum reimbursable amounts included in the Wastewater Master Plan; and

Q. **WHEREAS**, it is the purpose of this Reimbursement Agreement to establish and memorialize the terms and conditions between the Parties regarding the reimbursement of eligible cost associated with the design, bidding and installation of the portions of the Avalon Sewer Improvements the Developer constructs for the Project (collectively defined as the “Developer Sewer Improvements”); however, the terms and conditions contained herein shall not apply to any portion of the Avalon Sewer Improvements constructed by other area developers as described in Recital N above (the “Other Developer Sewer Improvements”).

NOW, THEREFORE, in consideration of the mutual covenants herein contained the Parties hereby agree to the following.

TERMS

1. Incorporation of Recitals

The Recitals are incorporated herein and made an operative part of this Reimbursement Agreement.

2. Design by District of Avalon Sewer Improvements. The District is in process of designing Sections 3 and 4 of the Avalon Sewer Improvements as a part of this agreement and expects to have the design completed by June 1, 2023. Developer shall be solely responsible for obtaining for the Developer Sewer Improvements all required federal, state, and local permits and approvals including, for example and not by way of limitation, the California Department of Public Health (“CDPH”), Union Pacific Railroad, and CalTrans. Notwithstanding the foregoing, the District shall assist Developer in procuring any such permits and will execute applicable and appropriate documentation necessary for the procurement of the same. The plans for the Avalon Sewer Improvements shall be designed and approved by District in its reasonable discretion, and as based on then current standards and specifications for new sewer system construction within the District’s service area. The District will use reasonable best efforts to diligently and timely process the Avalon Sewer Improvement plans for approval. Said activities by both Parties shall also be subject to the rights and obligations of the Parties under the Rules and Regulations of the District as the same may be revised from time to time.

3. Construction and Installation of the Avalon Sewer Improvements

The District retains the right in its reasonable discretion to take the lead, or have other area developers take the lead, in the construction of some or all Segments of the Avalon Sewer Improvements. Any entity (whether it be Developer, another area developer, or District) who takes the lead on a Segment of the Avalon Sewer Improvements shall be the “Lead Party” for such Segment). In order to avoid duplicating efforts or contracting for the same work or materials, the District shall require that the Lead Party for a Segment to deliver written notice to Developer, the District and all other area developers at least thirty (30) days prior to commencing signing any contracts or purchasing any materials for the such Segment. Should the Developer be the Lead Party for some or all of the Avalon Sewer Improvements, the Developer agrees to comply with the terms contained within this agreement as they relate to the Developer Sewer Improvements:

a. Construction and Installation. Developer shall be responsible, at its sole cost and expense, but subject to the reimbursement provisions below, for all activities and all costs of bidding, award, construction, and installation of the Developer Sewer Improvements in compliance with applicable federal, state, and local laws, rules and regulations including, but not limited to CEQA and NEPA clearances, as necessary.

b. Control and Payment of Subordinates and Independent Contractor. All work on the Developer Sewer Improvements shall be performed by Developer or

under its supervision. Developer and its consultants and contractors will determine the means, methods, and details of performing the work, subject to the requirements of this agreement and applicable District Rules and Regulations. All wages, salaries, and other amounts due such personnel in connection with their performance of work under this agreement and as required by law shall be paid by Developer or its consultants and contractors according to a process that will result in all contractors, and materialmen delivering unconditional releases of lien no later than fifteen (15) days after the date of full payment for their services or materials. Such entities shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

c. Prevailing Wages. Developer is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Avalon Sewer Improvements involve an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Developer shall fully comply with such Prevailing Wage Laws with respect to the Developer Sewer Improvements. The Parties acknowledge and agree a reimbursement for eligible costs for installing the Developer Sewer Improvements is due the Developer in the form of a credit against Sewer Connection Fees and the reimbursement amount relates to a public benefit making the new portion(s) of the Avalon Sewer Improvements a "Public Works". Developer shall obtain a copy of the prevailing rates of per diem wages at the commencement of the bidding of the Avalon Sewer Improvements from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, Developer may view a copy of the prevailing rates of per diem wages at the District Office. Developer shall defend, indemnify, and hold District, its elected officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws with respect to the Developer Sewer Improvements.

4. Billings and Records.

Developer shall maintain complete and accurate records with respect to all costs and expenses associated with the permitting, construction, and installation of the Developer Sewer Improvements. Developer shall be responsible for obtaining billings from consulting professionals and contractor(s) performing permitting related activities, construction, and installation of the Developer Sewer Improvements and for determining the accuracy thereof.

5. Inspection and Transfer of Avalon Sewer Improvements

a. Without modifying or limiting Developer's obligations under this Agreement, District will inspect and test the portions of Avalon Sewer Improvements constructed by the Developer. The District will track costs incurred by the District for all expenses associated with inspection and testing of the Developer Sewer Improvements. The Developer will deposit funds with the District in amounts requested by the District for the District to charge costs such as staff costs, consultant costs, and laboratory expenses specifically associated with the Developer Sewer Improvements. As the work associated with the Avalon Sewer Improvements is in the Public Right of Way, the District shall have access to the work site at all times during business hours to conduct tests or inspections. Any deficiencies in the Developer Sewer Improvement work shall be corrected by Developer at its sole cost and expense. Upon completion of the Developer Sewer Improvements, to the satisfaction of District, the Developer Sewer Improvements shall be presented to the District for acceptance.

b. Acceptance by the District of the Developer Sewer Improvements constructed by the Developer shall be conditioned upon performance of the obligations set forth in this agreement in regard to: (i) approval by District of the construction and installation of the Avalon Sewer Improvements; (ii) lien free completion of construction of the Developer Sewer Improvements; and (iii) acceptance of title to the Developer Sewer Improvements by the District by way of the recordation of the applicable conveyance document in substantially the form set forth in Exhibit D attached hereto and incorporated herein by reference. District shall assist Developer in procuring the property rights necessary to construct, maintain, and operate the Developer Sewer Improvements in the public right-of-way including without limitation obtaining appropriate licenses, easement deeds or other conveyances necessary. District confirms that all of the Avalon Sewer Improvements shall be located within public right-of way, and Developer shall not be required to obtain any easements, licenses or entry rights from any private third parties in order to construct them. Notwithstanding the foregoing, to the extent any private third party consents are required in order to construct the Avalon Sewer Improvements, the District shall be responsible for timely obtaining such consents, at no cost to Developer. Developer is responsible for all costs, including any District administrative costs (staff, legal review, etc.), associated with procuring property rights discussed in this section. Said activities by both Parties shall also be subject to the rights and obligations of the Parties under District Rules and Regulations as the same may be revised from time to time.

c. Within thirty (30) days after completion of construction and final inspection by District, District shall accept any one discrete segment or all discrete segments as defined in Recital I of the Developer Sewer Improvements are complete, subject to the provisions of this Reimbursement Agreement and District Rules and Regulations, provided such Developer Sewer Improvements are constructed in accordance with approved District provided plans, specifications, and contract documents, and operates satisfactorily. Upon acceptance of any Developer Sewer Improvements, Developer shall assign to District all of Developer's rights and remedies, including warranties, for such improvements as set forth in the approved contract

documents. Developer shall be responsible for any accident, loss, or damage to said Developer Sewer Improvements prior to acceptance by District. Developer shall require its contractors to warrant all work and materials for the constructed Developer Sewer Improvements to be free from all defects due to faulty materials or workmanship for a period of one (1) year from the date of acceptance by District. Upon acceptance of any of the Developer Sewer Improvements by the District, District shall assume all liability and responsibility for the operation, maintenance, use and ownership of such Developer Sewer Improvements.

6. Reimbursement.

The reimbursement amount due the Developer by the District for eligible expenses for installing the Developer Sewer Improvements requires the Developer bid the Developer Sewer Improvements based upon paying prevailing wage rates required to be paid under Prevailing Wage Laws.

Other reimbursement conditions include:

a. Within thirty (30) days after completion of any discrete Segment of the Developer Sewer Improvements and acceptance by District, Developer shall provide the District with an itemized accounting showing all direct and indirect costs and expenses incurred by Developer for the permitting, construction, and installation of such Developer Sewer Improvements. District shall have thirty (30) days from its receipt of such cost and expenses to notify Developer of any items the District contends are not reasonable and/or not eligible for reimbursement. All items for which Developer does not receive such notification shall be deemed reasonable and eligible for reimbursement as Eligible Costs and Expenses.

b. In the event the District disputes the eligibility for reimbursement of any items contained in the itemized accounting, District shall provide written notification to Developer identifying the items disputed and explaining the basis for why District disputes such items. The Parties agree to cooperate with one another in efforts to resolve any disputes over any costs or expenses claimed for reimbursement by Developer in the itemized accounting. If despite good faith efforts the Parties cannot resolve any dispute regarding any cost or expense, such dispute will be submitted to a mediator agreed upon by the Parties, whose decision will be binding.

c. Within thirty (30) days after receipt of the itemized accounting as referenced in Section 6(a) and there are no disputes of the costs and expenses the itemized accounting will be deemed reasonable and eligible for reimbursement as Eligible Costs and Expenses whereafter the District shall provide the Developer a credit against the then current Sewer Capacity Fees due the District from the Developer for the Project. For clarification, if at the time Developer is eligible for reimbursement the Eligible Costs and Expenses exceed the amount of the then-due District Sewer Capacity Fees, the difference will be applied to future District Sewer Capacity Fees for the Project as they become due until Developer is fully reimbursed or a maximum of 10

years from the date of completion of the discrete Segment, whichever comes first, subject to the limitation in Section 6(d) below.

d. The District will reimburse the Developer in the form of credits against Sewer Connection Fees due for the Project for the Eligible Costs and Expenses for the Developer Sewer Improvements, without limitation, construction costs and amounts reimbursed for District Charges under Section 5(a). Credits against Sewer Connection Fees due for the Project shall be in number of EDU's rounded to the hundredth place (for example if the reimbursement amount due for an accepted Segment of the Developer Sewer Improvements is \$250,000 and the then current Sewer Capacity Fee is \$5,200/EDU, the Credit would be 48.08 EDU). In no event shall District be obligated to make any reimbursement to the Developer pursuant to this agreement in an amount which exceeds those shown per Segment of the Avalon Sewer Improvements on Exhibit E attached hereto and incorporated herein by reference. Notwithstanding anything herein to the contrary, in the event Developer pays the District Sewer Capacity Fees for the Project prior to either (i) completing the improvements or (ii) the District confirming the Eligible Costs and Expenses eligible for reimbursements, such that all or any portion of the reimbursement cannot be credited against the District Sewer Capacity Fees, then the District will make a reimbursement payment to the Developer for such amount, within thirty (30) days after the Developer Sewer Improvements are accepted by the District.

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

7. Effect on Original Reimbursement Agreement

With approval of this agreement the Developer and District agree the Original Reimbursement Agreement executed July 28, 2022, is rescinded and superseded by this agreement with the following understandings:

- a. Eligible Expenses incurred on Segment 2 of the Avalon Sewer Improvements: The District acknowledges the Developer commenced work on Segment 2 of the Avalon Sewer Improvements and incurred expenses some of which are eligible expenses for reimbursement.
- b. Value of Eligible Expenses Incurred on Segment 2 of the Avalon Sewer Improvements: Exhibit E attached hereto and incorporated herein by reference shows those eligible expenses incurred by the Developer associated with Segment 2 of the Avalon Sewer Improvements.
- c. Credits for Eligible Expenses: The Developer and District agree the value of the eligible expenses show on Exhibit E can only be used for the Project against Sewer Capacity Fees due the District.

8. Use of Avalon Sewer Improvements Built By Others

The Developer agrees some or all of the Segment of the Avalon Sewer Improvements may be built by the District or others. If the Avalon Sewer Improvements are built by others and the Developer subsequently benefits by use of portions or all Segments of the Avalon Sewer Improvements the Developer acknowledges and agrees prior to connecting any EDUs from its Project thereto the District shall receive Sewer Capacity Fees at the then current fees from the Developer for each and every EDU to be connected to the Avalon Sewer Improvements. The District will use received Sewer Capacity Fees to recover costs it incurred to design, and build the Avalon Sewer Improvements, or reimburse others who built the Avalon Sewer Improvements.

8. General Provisions

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

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

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

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

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

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

Rubidoux Community Services District

Rubidoux Community Services District
3590 Rubidoux Blvd.
Jurupa Valley, CA 92509
Attention: General Manager
Brian Laddusaw

Century Communities

Century Communities of California, LLC
c/o Century Communities
4695 MacArthur Court, Suite 350
Newport Beach, CA 92660
Attention: Justin Brewer
And Holly Traube Cordova, Esq.

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

g. Attorneys' Fees. In the event any action is commenced to enforce or interpret any term or condition of this Agreement, in addition to costs and any other

relief, the prevailing Party shall be entitled to its reasonable attorneys' fees, expert fees and other reasonable costs of defense.

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

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

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

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

l. Labor Certification. By its signature hereunder, Developer certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code. Developer agrees to comply with such provisions and to require its consultants and contractors to comply with such provisions before commencing any work.

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

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

o. Insurance. For the period during which Developer or its contractor(s) controls the job site, Developer will require that the contractor provide, for the entire period of construction, a policy of Workers' Compensation Insurance and Commercial General Liability Insurance with coverage broad enough to include the contractual obligation it may have under the construction contract and having a combined single limit of liability in the amount of \$2,000,000 covering District's officers, employees and agents as additional insureds.

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

**RUBIDOUX COMMUNITY SERVICES
DISTRICT**

DEVELOPER:

CENTURY COMMUNITIES OF
CALIFORNIA, LLC, a Delaware limited
liability company

Brian Laddusaw
Its: General Manager

By: _____
Name: _____
Its: _____

EXHIBIT A

Developer Project Tract 37640 and Tributary Area

LOT INFORMATION
NUMBER LOTS =232
LETTER LOTS=18
GROSS ACREAGE= 25.803 ACRES
NET ACREAGE= 22.290 ACRES

IN CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37640

SHEET 1 OF 18

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____
20____ AT _____ M IN BOOK _____ OF MAPS. AT
PAGES _____ AT THE REQUEST OF THE CITY CLERK OF
THE CITY OF JURUPA VALLEY.

NO. _____
FEE _____
PETER ALDANA, ASSESSOR - COUNTY CLERK - RECORDER
BY: _____ DEPUTY
SUBDIVISION GUARANTEE:
FIRST AMERICAN TITLE COMPANY

SURVEYORS STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MR. VINCENT ZOU ON APRIL 19, 2018. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

MIKE LOPEZ, L.S. 8995 DATE _____



CITY COUNCIL'S STATEMENT

THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS CITY COUNCIL, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES. THE COUNCIL DECLARES THAT THE ACCEPTANCE OF THE OFFERS IS TO VEST TITLE IN THE CITY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES BUT SAID STREETS SHALL NOT BECOME PART OF THE CITY MAINTAINED STREET SYSTEM UNTIL ACCEPTED BY RESOLUTION OF THIS COUNCIL ADOPTED PURSUANT TO SECTION 1806 OF THE STREETS AND HIGHWAYS CODE. THE EASEMENTS FOR STREET AND PUBLIC UTILITY PURPOSES: LOTS "A" CANAL STREET, "B" AVALON STREET AND "C" AVALON STREET.

THE OFFER OF DEDICATION OF LOT "D" (JUNIPER PLACE), LOT "E" (LOCKWOOD ROAD), LOT "F" (MAPLE STREET), LOT "G" (CORBIN LANE), LOT "H" (CORBIN LANE), LOT "I" (BOWLINE LANE), LOT "J" (BOWLINE LANE), LOT "K" (ALTA DRIVE), LOT "L" (MAHOGANY DRIVE), LOT "M" (OAK GROVE ROAD), LOT "N" (EDGEWATER PLACE), LOT "O" (MEADOW PLACE), LOT "P" (POPPYVIEW ROAD), LOT "Q" (ORCHID DRIVE) AND LOT "R" (POPPYVIEW ROAD) FOR EMERGENCY ACCESS PURPOSES IS HEREBY ACCEPTED, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS.

THE OFFER OF DEDICATION FOR PUBLIC UTILITY PURPOSES OVER THE NORTHEASTERLY 5.00 FEET OF LOTS 139, 198, 225 AND 227 IS HEREBY ACCEPTED AND SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS.

THE OFFER OF DEDICATION OVER A PORTION OF LOT 229 FOR DRAINAGE PURPOSES IS HEREBY ACCEPTED AND SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS.

THE OFFER OF DEDICATION OF A PORTION OF CANAL STREET, A PORTION OF LOT 228 AND LOTS "L", "N", "P" & "R", AS SHOWN AS EASEMENT "I", FOR STORM DRAIN PURPOSES, ACCESS AND APPURTENANCES IS HEREBY NOT ACCEPTED.

DATED: _____

CITY OF JURUPA VALLEY,
STATE OF CALIFORNIA

ATTEST:
CITY CLERK

BY: CHRIS BARAJAS, MAYOR

BY: VICTORIA WASKO, CITY CLERK

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED.

RIVERSIDE PORTLAND CEMENT COMPANY, HOLDER OF AN EASEMENT FOR SMOKE, GAS, DUST AND VAPOR AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED MAY 19, 1914 IN BOOK 397 OF DEEDS, PAGE 1, RIVERSIDE COUNTY RECORDS.

RIVERSIDE PORTLAND CEMENT COMPANY, HOLDER OF AN EASEMENT FOR SMOKE, GASES, DUST AND VAPOR AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 9, 1915 IN BOOK 434 OF DEEDS, PAGE 55 RIVERSIDE COUNTY RECORDS.

RIVERSIDE PORTLAND CEMENT COMPANY HOLDER OF AN EASEMENT FOR SMOKE, GASES, DUST AND VAPOR AND INCIDENTAL PURPOSES, RECORDED JUNE 22, 1917 IN BOOK 463 OF DEEDS, PAGE 168, OF OFFICIAL RECORDS.

OWNERS STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE. THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES: LOTS "A" THROUGH "C", INCLUSIVE. THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

AS A CONDITION OF DEDICATION OF LOTS "A" CANAL STREET, "B" AVALON STREET AND "C" AVALON STREET, THE OWNERS OF LOTS 216, 217, 220, 225, 226, 229 AND 230 (ALL OPEN SPACE) ABUTTING THESE HIGHWAYS AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.

AS A CONDITION OF DEDICATION OF LOT "B" AVALON STREET ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM FREEWAY ADJACENT THERETO, HAVE BEEN RELINQUISHED.

THE OWNER OF LOT 229 AND 230 ABUTTING ROUTE 60, ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM FREEWAY ADJACENT THERETO, HAVE BEEN RELINQUISHED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT TO THE CITY OF JURUPA VALLEY FOR EMERGENCY ACCESS PURPOSES: LOTS "D" THROUGH "R".

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF JURUPA VALLEY AS AN EASEMENT: THE NORTHEASTERLY 5.00 FEET OF LOTS 139, 198, 225, AND 227. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF JURUPA VALLEY AS AN EASEMENT: A VARIABLE WIDTH EASEMENT ON LOT 229. THE DEDICATION IS FOR DRAINAGE PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF JURUPA VALLEY AS AN EASEMENT FOR PUBLIC PURPOSES: A PORTION OF CANAL STREET, A PORTION OF LOT 228 AND LOTS "L", "N", "P", & "R", SHOWN AS EASEMENT "I", FOR STORM DRAIN PURPOSES, ACCESS AND APPURTENANCES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES TO RUBIDOUX COMMUNITY SERVICES DISTRICT ("DISTRICT"), A PUBLIC AGENCY OF THE STATE OF CALIFORNIA, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT AND RIGHT OF WAY TO CONSTRUCT, MAINTAIN, ENLARGE, RECONSTRUCT, REMOVE AND REPLACE, OPERATE, INSPECT, REPAIR, IMPROVE AND RELOCATE SEWER, WATER AND RECYCLED WATER FACILITIES, ALL AS SHOWN ON THIS MAP WITHIN THE SUBDIVISION AND DESIGNATED AS EASEMENT NOTE "D", "E", "H" & "J" AND OVER LOTS "D" THROUGH "R", INCLUSIVE, HEREON, TOGETHER WITH THE RIGHT OF ACCESS TO AND FROM SAID EASEMENT FOR THE PURPOSE OF EXERCISING THE RIGHTS GRANT IN SAID EASEMENT. OWNER RETAINS THE RIGHT TO USE THE EASEMENT AREA PROVIDED THAT OWNER SHALL NOT CONSTRUCT OR ERECT BUILDINGS, MASONRY WALLS, MASONRY FENCES AND OTHER STRUCTURES OR IMPROVEMENTS, OR PLANT OR GROW TREES OR SHRUBS, OR CHANGE THE SURFACE GRADE OR INSTALL PRIVATELY-OWNED PIPELINES WITHOUT PRIOR WRITTEN CONSENT OF DISTRICT.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: TO RUBIDOUX COMMUNITY SERVICES ("DISTRICT"), A PUBLIC AGENCY OF THE STATE OF CALIFORNIA, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT AND RIGHT OF WAY TO CONSTRUCT, MAINTAIN, ENLARGE, RECONSTRUCT, REPAIR, IMPROVE AND RELOCATE AN ACCESS ROAD FOR THE USE OF VEHICULAR TRAFFIC FOR ANY PURPOSE, ALL AS SHOWN ON THIS MAP WITH THE SUBDIVISION AND DESIGNATED EASEMENT NOTE "D", SPECIFICALLY OVER LOT 216, "ACCESS EASEMENT" HEREON. DISTRICT HAS THE RIGHT, BUT NOT THE DUTY, TO MAINTAIN A GRADED VEHICULAR ROADWAY IN GOOD REPAIR. OWNER RETAINS THE RIGHT TO USE THE EASEMENT AREA PROVIDED THAT OWNER SHALL NOT CONSTRUCT OR ERECT BUILDINGS, MASONRY WALLS, MASONRY FENCES AND OTHER STRUCTURES OR IMPROVEMENTS, OR PLANT OR GROW TREES OR SHRUBS, OR CHANGE THE SURFACE GRADE OR INSTALL PRIVATELY-OWNED PIPELINES WITHOUT THE PRIOR WRITTEN CONSENT OF DISTRICT.

WE HEREBY RETAIN LOTS "D"(JUNIPER PLACE), "E"(LOCKWOOD ROAD), "F"(MAPLE STREET), "G"(CORBIN LANE), "H"(CORBIN LANE), "I"(BOWLINE LANE), "J"(BOWLINE LANE), "K"(ALTA DRIVE), "L"(MAHOGANY DRIVE), "M"(OAK GROVE ROAD, "N"(EDGEWATER PLACE), "O"(MEADOW PLACE), "P"(POPPYVIEW ROAD), "Q"(ORCHID DRIVE), "R"(POPPYVIEW ROAD) AND "R"(POPPYVIEW ROAD) FOR PRIVATE STREETS FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN LOTS 216 THROUGH 232 INCLUSIVE FOR OPEN SPACE PURPOSES, SHOWN HEREON FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS AND ASSIGNEES.

CENTURY COMMUNITIES OF CALIFORNIA, L.L.C. A DELAWARE LIMITED LIABILITY COMPANY

AUTHORIZED SIGNER (AS AGENT)
JUSTIN BREWER, DIVISION PRESIDENT

SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENT

CITY ENGINEER'S STATEMENT

I, VIRPAL SINGH TOOR, HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE TRACT MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL APPLICABLE PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL CITY OF JURUPA VALLEY ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: _____, 20____

VIRPAL SINGH TOOR, RCE 46281
CITY ENGINEER

I, DENNIS W. JANDA, HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: _____, 20____

DENNIS W. JANDA, L.S. 6359
CITY SURVEYOR

ABANDONMENT NOTE:

PURSUANT TO SECTIONS 66434 AND 66499.20 1/2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING: THAT PORTION OF ALTA STREET AS SHOWN ON MAP OF WEST RIVERSIDE PER MAP BOOK 9, PAGE 34 DEDICATED TO THE COUNTY OF RIVERSIDE FOR PUBLIC USE AND ROAD PURPOSES PER RESOLUTION DOC. IN BOOK 1397 PAGES 187-189 AND CANAL STREET AS GRANTED IN INST. NO. 2007-233818, REC. 4-6-2007 O.R. WITHIN THIS TRACT MAP.

EXCEPTING AND RESERVING FROM THE ABANDONMENT AN EASEMENT TO THE CITY FOR PUBLIC UTILITIES AND PUBLIC SERVICE FACILITIES, TOGETHER WITH THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE REMOVE AND RENEW SUCH UTILITIES AND FACILITIES, AND FOR INCIDENTAL PURPOSES, PURSUANT TO SECTION 8340 OF THE STREETS AND HIGHWAY CODE.

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE, AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: _____
CASH OR SURETY TAX BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN, BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ _____.

DATE: _____
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

SCHEDULE A, RUBIDOUX RANCHO, SECTION 9, TOWNSHIP 2 SOUTH, RANGE 5 WEST, S.B.M.

TRACT NO. 37640

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

VERTEX SURVEY, INC.

OCTOBER 2021

NOTE:

SEE SHEET 3 FOR BOUNDARY ESTABLISHMENT.
SEE SHEET 4 FOR SURVEYOR'S NOTES, MAP REFERENCES, MONUMENT NOTES, BASIS OF BEARINGS, BOUNDARY SHEET DETAILS.
SEE SHEET 5 FOR INDEX, VICINITY MAP.
SEE SHEET 6 THROUGH 10 FOR MAP BOUNDARY
SEE SHEET 11 THROUGH 13 FOR DETAILS
SEE SHEET 14 FOR LOTS 216, 217 & 226 DETAIL
SEE SHEET 15 FOR LOT AREA TABLES

NOTARY ACKNOWLEDGEMENT

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 _____ }
COUNTY OF _____ }
ON _____ BEFORE ME, _____,
NOTARY PUBLIC, PERSONALLY APPEARED _____.

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE: _____ PRINT NAME: _____

MY COMMISSION NUMBER IS: _____

MY COMMISSION EXPIRES: _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY.

RUBIDOUX COMMUNITY SERVICES DISTRICT'S ACCEPTANCE STATEMENT

I HEREBY STATE THAT THE EASEMENTS DEDICATED ON THIS MAP TO THE RUBIDOUX COMMUNITY SERVICES DISTRICT ARE HEREBY ACCEPTED AND THE DISTRICT CONSENTS TO THE RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER.

BY: BERNARD MURPHY, PRESIDENT OF THE RUBIDOUX
COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

DATED: _____

BY: BRIAN R. LADDUSAW, GENERAL MANAGER OF
RUBIDOUX COMMUNITY SERVICES DISTRICT

DATED: _____

EASEMENT NOTES:

NOT PLOTTABLE

RIVERSIDE PORTLAND CEMENT COMPANY, HOLDER OF AN EASEMENT FOR SMOKE, GAS, DUST AND VAPOR AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED MAY 19, 1914 IN BOOK 397 OF DEEDS, PAGE 1, RIVERSIDE COUNTY RECORDS.

RIVERSIDE PORTLAND CEMENT COMPANY, HOLDER OF AN EASEMENT FOR SMOKE, GASES, DUST AND VAPOR AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 9, 1915 IN BOOK 434 OF DEEDS, PAGE 55 RIVERSIDE COUNTY RECORDS.

RIVERSIDE PORTLAND CEMENT COMPANY HOLDER OF AN EASEMENT FOR SMOKE, GASES, DUST AND VAPOR AND INCIDENTAL PURPOSES, RECORDED JUNE 22, 1917 IN BOOK 463 OF DEEDS, PAGE 168, OF OFFICIAL RECORDS.

- (A) AVALON STREET DEDICATED FOR PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES.
- (B) CANAL STREET DEDICATED FOR PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES.
- (C) A 5.00' WIDE EASEMENT DEDICATED TO THE CITY OF JURUPA VALLEY OVER LOT 139, LOT 198, LOT 225 AND LOT 227 FOR PUBLIC UTILITY, INGRESS AND EGRESS PURPOSES.
- (D) AN EASEMENT DEDICATED TO THE RUBIDOUX COMMUNITY SERVICES DISTRICT OVER LOTS 9, 22, 33, 81, 112, 122, 123, 125, 140, 142, 143, 153, 156, 157, 159, 177, 162, 163, 181, 182, 203, 204, 207, 208, 214, 215, 216, 217, 218, 219, 221, 223, 224, 225, 228, 231, AND 232, FOR PUBLIC WATER LINE PURPOSES, INGRESS, EGRESS AND APPURTENANCES.
- (E) A 15' WIDE EASEMENT DEDICATED TO THE RUBIDOUX COMMUNITY SERVICES DISTRICT OVER A PORTION OF LOT 228 FOR PUBLIC UTILITY, CONSTRUCTION, MAINTENANCE, INGRESS, AND EGRESS PURPOSES.
- (F) A VARIABLE WIDTH EASEMENT DEDICATED TO THE CITY OF JURUPA VALLEY OVER A PORTION OF LOT 229 FOR DRAINAGE PURPOSES.
- (H) CANAL STREET DEDICATED TO THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR PUBLIC UTILITY, INGRESS AND EGRESS PURPOSES.
- (I) AN EASEMENT DEDICATED TO THE CITY OF JURUPA VALLEY OVER A PORTION OF CANAL STREET, A PORTION OF LOT 228 AND LOTS "L", "N", "P" & "R" FOR STORM DRAIN PURPOSES, ACCESS AND APPURTENANCES.
- (J) A VARIABLE WIDTH EASEMENT DEDICATED TO THE RUBIDOUX COMMUNITY SERVICES DISTRICT OVER LOT 217 FOR PUBLIC SEWER LINE PURPOSES, INGRESS, EGRESS AND APPURTENANCES.

IN CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37640

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

VERTEX SURVEY, INC.

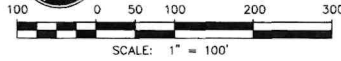
OCTOBER 2021

LEGEND

SNF	SEARCHED, NOTHING FOUND.
ESTAB	ESTABLISHED
REC	RECORD
BRG	BEARING
DIST	DISTANCE
M	MEASURED
DN	DOWN
ACCP T	ACCEPTED
PROP	PROPORTION
BC	BEGINNING OF CURVE
EC	END OF CURVE
(R)	RADIAL BEARING
c	CALCULATED FROM RECORD



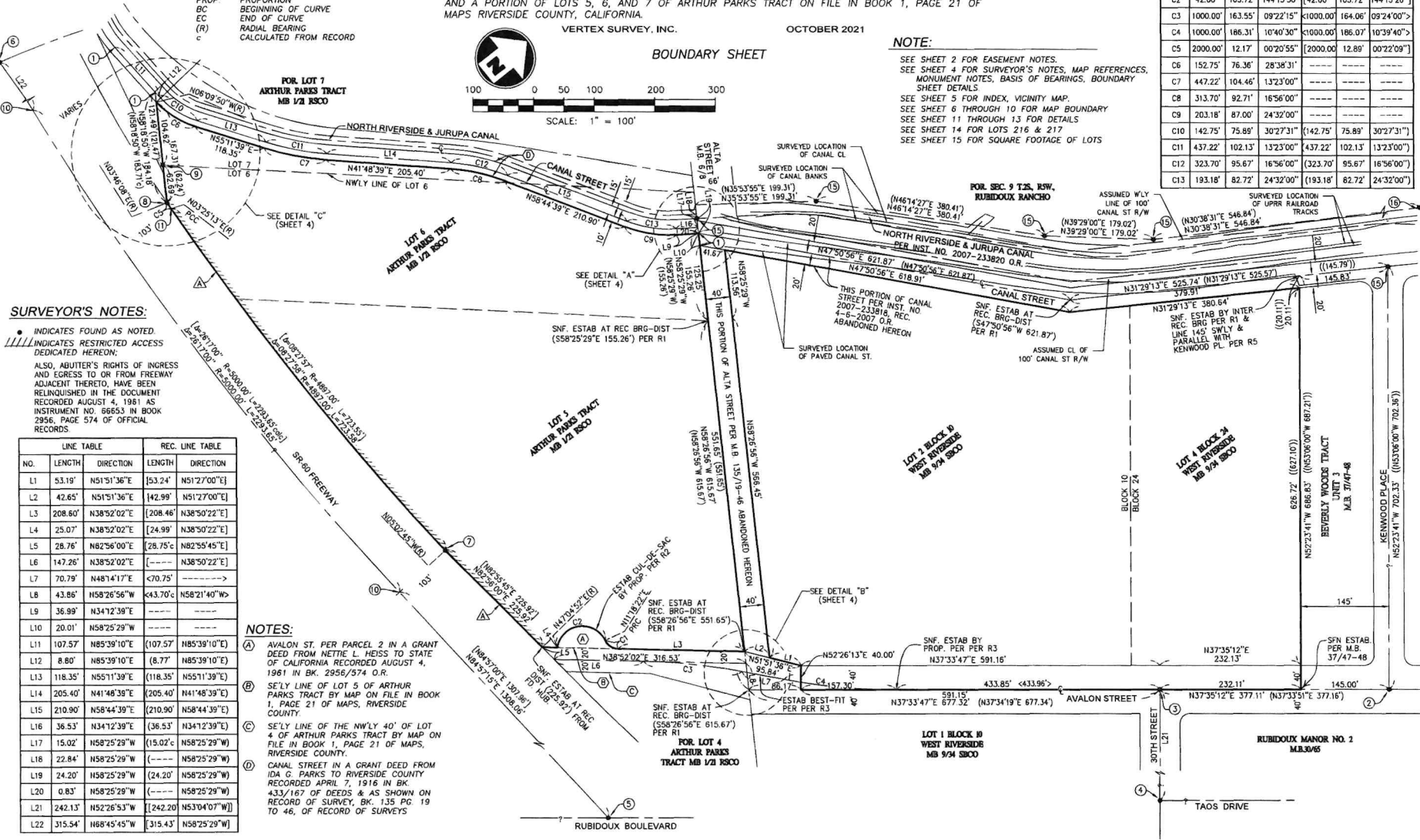
BOUNDARY SHEET



NOTE:

- SEE SHEET 2 FOR EASEMENT NOTES.
- SEE SHEET 4 FOR SURVEYOR'S NOTES, MAP REFERENCES, MONUMENT NOTES, BASIS OF BEARINGS, BOUNDARY SHEET DETAILS
- SEE SHEET 5 FOR INDEX, VICINITY MAP
- SEE SHEET 6 THROUGH 10 FOR MAP BOUNDARY
- SEE SHEET 11 THROUGH 13 FOR DETAILS
- SEE SHEET 14 FOR LOTS 216 & 217
- SEE SHEET 15 FOR SQUARE FOOTAGE OF LOTS

CURVE TABLE			REC. CURVE TABLE		
NO.	RADIUS	LENGTH	RADIUS	LENGTH	DELTA
C1	25.00'	27.24'	62°26'20"	[25.00']	27.24'
C2	42.00'	105.72'	144°13'30"	[42.00']	105.72'
C3	1000.00'	163.55'	09°22'15"	<1000.00'	164.06'
C4	1000.00'	186.31'	10°40'30"	<1000.00'	186.07'
C5	2000.00'	12.17'	00°20'55"	[2000.00']	12.89'
C6	152.75'	76.36'	28°38'31"	-----	-----
C7	447.22'	104.46'	13°23'00"	-----	-----
C8	313.70'	92.71'	16°56'00"	-----	-----
C9	203.18'	87.00'	24°32'00"	-----	-----
C10	142.75'	75.89'	30°27'31"	[142.75']	75.89'
C11	437.22'	102.13'	13°23'00"	437.22'	102.13'
C12	323.70'	95.67'	16°56'00"	[323.70']	95.67'
C13	193.18'	82.72'	24°32'00"	[193.18']	82.72'



SURVEYOR'S NOTES:

- INDICATES FOUND AS NOTED
- ////// INDICATES RESTRICTED ACCESS DEDICATED HEREON:
- ALSO, ADJUTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM FREEWAY ADJACENT THERETO, HAVE BEEN RELINQUISHED IN THE DOCUMENT RECORDED AUGUST 4, 1961 AS INSTRUMENT NO. 56653 IN BOOK 2956, PAGE 574 OF OFFICIAL RECORDS.

LINE TABLE		REC. LINE TABLE	
NO.	LENGTH	DIRECTION	DIRECTION
L1	53.19'	N51°51'36"E	[53.24'] N51°27'00"E
L2	42.65'	N51°51'36"E	[42.99'] N51°27'00"E
L3	208.60'	N38°52'02"E	[208.46'] N38°50'22"E
L4	25.07'	N38°52'02"E	[24.99'] N38°50'22"E
L5	28.76'	N82°56'00"E	[28.75'] N82°55'45"E
L6	147.26'	N38°52'02"E	----- N38°50'22"E
L7	70.79'	N48°14'17"E	<70.75'
L8	43.86'	N58°26'56"W	<43.70'
L9	36.99'	N34°12'39"E	-----
L10	20.01'	N58°25'29"W	-----
L11	107.57'	N85°39'10"E	[107.57'] N85°39'10"E
L12	8.80'	N85°39'10"E	[8.77'] N85°39'10"E
L13	118.35'	N55°11'39"E	[118.35'] N55°11'39"E
L14	205.40'	N41°48'39"E	[205.40'] N41°48'39"E
L15	210.90'	N58°44'39"E	[210.90'] N58°44'39"E
L16	36.53'	N34°12'39"E	[36.53'] N34°12'39"E
L17	15.02'	N58°25'29"W	[15.02'] N58°25'29"W
L18	22.84'	N58°25'29"W	----- N58°25'29"W
L19	24.20'	N58°25'29"W	[24.20'] N58°25'29"W
L20	0.83'	N58°25'29"W	----- N58°25'29"W
L21	242.13'	N52°26'53"W	[242.20'] N53°04'07"W
L22	315.54'	N68°45'45"W	[315.43'] N58°25'29"W

NOTES:

- (A) AVAVAL ST. PER PARCEL 2 IN A GRANT DEED FROM NETTIE L. HEISS TO STATE OF CALIFORNIA RECORDED AUGUST 4, 1961 IN BK. 2956/574 O.R.
- (B) SE'LY LINE OF LOT 5 OF ARTHUR PARKS TRACT BY MAP ON FILE IN BOOK 1, PAGE 21 OF MAPS, RIVERSIDE COUNTY.
- (C) SE'LY LINE OF THE NW'LY 40' OF LOT 4 OF ARTHUR PARKS TRACT BY MAP ON FILE IN BOOK 1, PAGE 21 OF MAPS, RIVERSIDE COUNTY.
- (D) CANAL STREET IN A GRANT DEED FROM IDA G. PARKS TO RIVERSIDE COUNTY RECORDED APRIL 7, 1916 IN BK. 433/167 OF DEEDS & AS SHOWN ON RECORD OF SURVEY, BK. 135 PG. 19 TO 46, OF RECORD OF SURVEYS

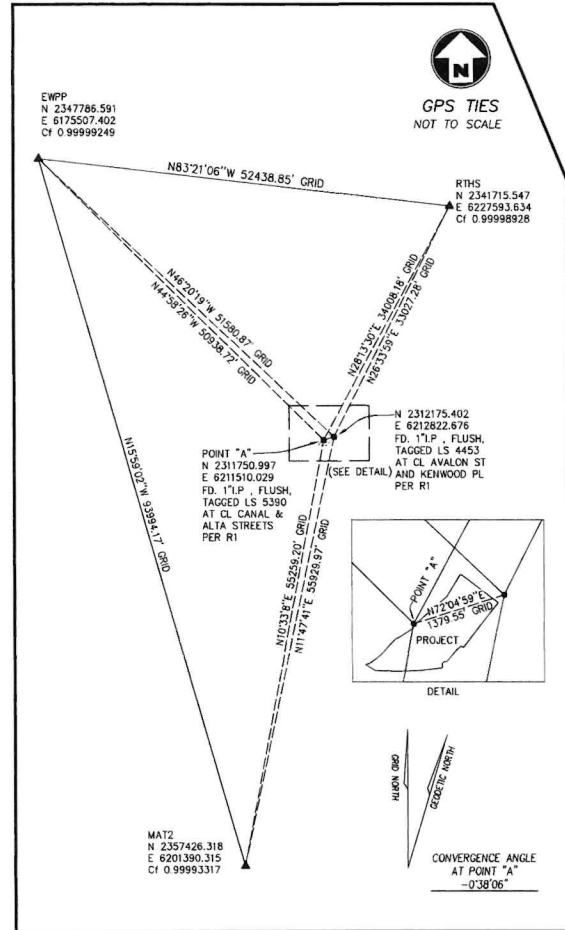
TRACT NO. 37640

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

VERTEX SURVEY, INC.

OCTOBER 2021

NOTES & BOUNDARY DETAIL SHEET



SURVEYOR'S NOTES:

REFERENCES:

- R1 () INDICATES RECORD DATA PER R.S.B. 135/19-46.
- R2 [] INDICATES RECORD DATA PER CALTRAN RIGHT-OF-WAY MAPS 905044, 905045, 905051 & 905084 RV. CO. SURVEY FILE NO. 204/117-118.
- R3 { } INDICATES RECORD DATA PER DEED IN BK.1330, PGS 52&53 O.R.
- R4 < > INDICATES RECORD DATA PER R.S.B. 53/38-39.
- R5 (()) INDICATES RECORD DATA PER BEVERLY WOODS TRACT UNIT NO. 3 PER M.B. 37/47-48.
- R6 [()] INDICATES RECORD DATA PER RUBIDOUX MANOR PER M.B. 30/41-42.

MONUMENT NOTES:

- ① SNF. ESTAB. PER REC. BRG-DIST PER R1.
 - ② 1" I.P. TAGGED LS 4453, DN. 0.2', PER R1.
 - ③ FD. 1" I.P. TAGGED LS 7181, FLUSH, PER R1
 - ④ FD. 3/4" I.P. TAGGED RCFC WCD, FLUSH, PER CR 02-229.
 - ⑤ FD. 2.5" CALTRANS ON BRIDGE DECK PER CALTRANS RIGHT-OF-WAY MAP NO. 905051.
 - ⑥ FD. 2" CALTRANS ON BRIDGE DECK PER CALTRANS RIGHT-OF-WAY MAP NO. 905084.
 - ⑦ FD. 2X2 HUB (NO TAG). [2" CALTRANS DISK PER R2, SFN] ACPT' IN LIEU OF CALTRANS DISK
 - ⑧ FD. REBAR W/ 1" BC. TAGGED CALTRANS, DEPT. OF TRANSPORTATION.
 - ⑨ FD. 2X2 HUB & TAG TAGGED RCE 862, DN. 0.2', PER R1 & R2
 - ⑩ BC, EC NOT SEARCHED FOR. ESTAB. BY PROPORTION PER R2.
 - ⑪ SNF. ESTAB. FROM CL STATIONING PER R2.
 - ⑫ SNF. ESTAB. AT BRG-DIST (S58°26'56"E 551.65') PER R1
 - ⑬ SNF. ESTAB AT BRG-DIST (S58°26'56"E 615.67') PER R1
 - ⑭ SFN ESTAB BT INTERSECTION
 - ⑮ FD. 1" I.P. TAGGED LS 5390
 - ⑯ FD. 1" I.P. NO TAG, OPEN PIPE
- INDICATES FOUND MONUMENT AS FOUND
 - INDICATES SET 1" I.P. AND TAG "LS 8995", FLUSH.

SET LEAD AND TAG "LS 8995" IN TOP OF CURB (RIVERSIDE COUNTY STANDARD "E") FOR BC's, EC's, PCC's, AND CORNER CUTBACKS PROJECTED PERPENDICULAR OR RADIAL FROM CENTERLINE.

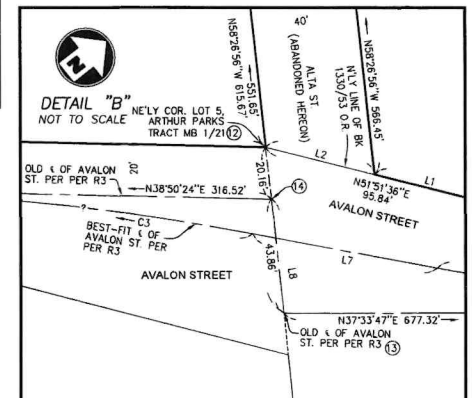
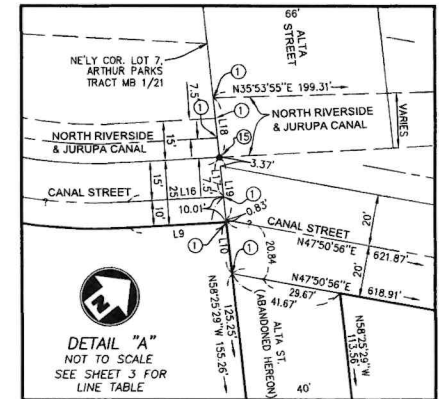
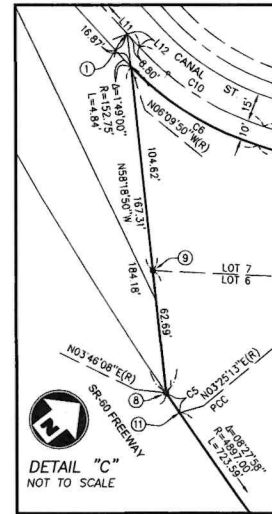
SET A 1" I.P. AND TAG OR NAIL AND TAG ON FINISH SURFACE "LS 8995", FLUSH, AT ALL REAR LOT CORNERS, ANGLE POINTS IN SIDE OR REAR LOT LINES, AND ANGLE POINTS IN SUBDIVISION BOUNDARY.

SET LEAD TACK AND TAG "LS 8995", FLUSH, IN TOP OF CURB (RIVERSIDE COUNTY STANDARD "E") ON SIDE LOT LINES PRODUCED 4.75' AT ALL FRONT CORNERS OR 0.25' BEHIND RIGHT-OF-WAY LINE.

ALL MONUMENTS SHOWN AS "SET" ARE SET PER RIVERSIDE COUNTY ORDINANCE 461.10, AND IN ACCORDANCE FOR THIS WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP.

NOTE:

- SEE SHEET 2 FOR EASEMENT NOTES.
- SEE SHEET 3 FOR BOUNDARY ESTABLISHMENT.
- SEE SHEET 5 FOR INDEX, VICINITY MAP.
- SEE SHEET 6 THROUGH 10 FOR MAP BOUNDARY
- SEE SHEET 11 THROUGH 13 FOR DETAILS
- SEE SHEET 14 FOR LOTS 216 & 217
- SEE SHEET 15 FOR SQUARE FOOTAGE OF LOTS



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM CCS83, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "RTHS", "MAT2", AND "EWPP" NAD83(NSRS2007) AS SHOWN HEREON. ALL BEARINGS SHOWN ON THE THIS MAP ARE GROUND. QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD REFERENCE. ALL DISTANCES ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.99998649. CALCULATIONS ARE MADE AT THE FD. 1" I.P. TAGGED 5043 AT THE CL OF CANAL & ALTA ST W/THE COORDINATES OF N 2311750.997', E 6211510.029, USING AN ELEVATION OF 877.67 FEET.

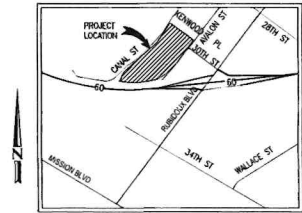
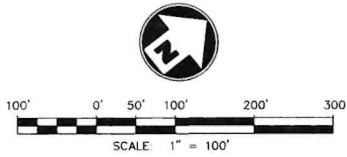
TRACT NO. 37640

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

VERTEX SURVEY, INC.

OCTOBER 2021

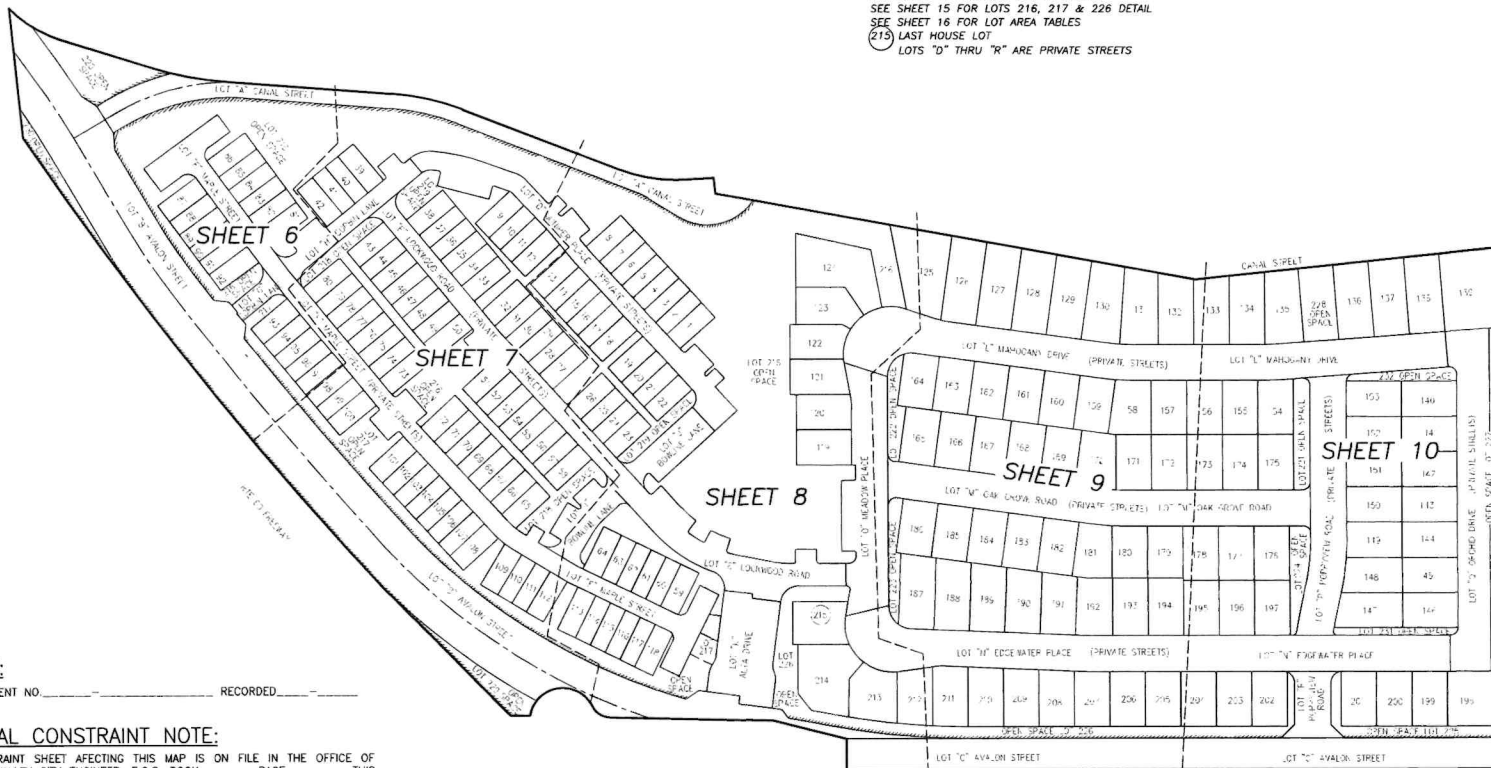
INDEX SHEET



VICINITY MAP
NO SCALE
SECTION 9 - T2S R5W
RUBIDOUX RANCHO

NOTES:

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



C.C.&R. NOTE:

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

ENVIRONMENTAL CONSTRAINT NOTE:

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

TRACT NO. 37640

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

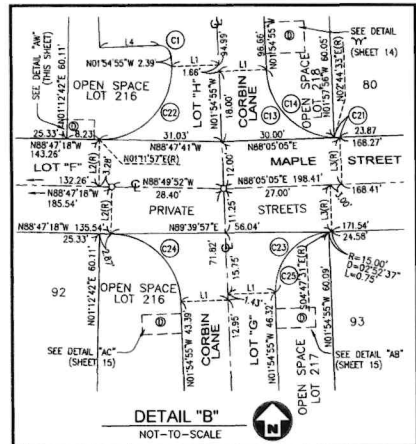
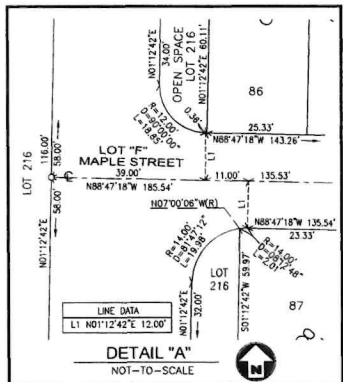
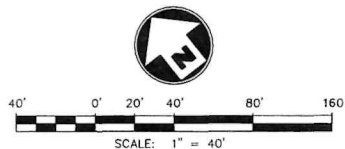
VERTEX SURVEY, INC.

OCTOBER 2021

NOTES:

SEE SHEET 2 FOR EASEMENT NOTES.
 SEE SHEET 3 FOR BOUNDARY ESTABLISHMENT.
 SEE SHEET 4 FOR SURVEYOR'S NOTES, MAP REFERENCES, MONUMENT NOTES, BASIS OF BEARINGS, BOUNDARY SHEET DETAILS.
 SEE SHEET 5 FOR INDEX, VICINITY MAP.
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 SEE SHEET 11 THROUGH 13 FOR DETAILS.
 SEE SHEET 14 FOR LOTS 216, 217 & 226 DETAIL.
 SEE SHEET 15 FOR LOT AREA TABLES.
 LOTS "D" THRU "R" ARE PRIVATE STREETS

- LEGEND**
- (A) AVALON STREET DEDICATED TO THE CITY OF JURUPA VALLEY FOR PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES.
 - (B) CANAL STREET DEDICATED TO THE CITY OF JURUPA VALLEY FOR PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES.
 - (C) AN EASEMENT TO THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR PUBLIC WATER LINE PURPOSES, INGRESS, EGRESS AND APPURTENANCES.

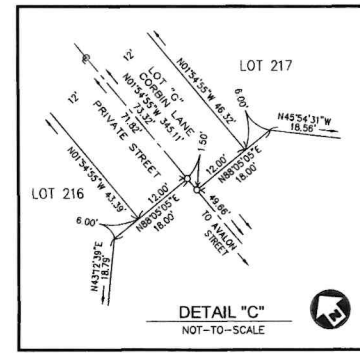
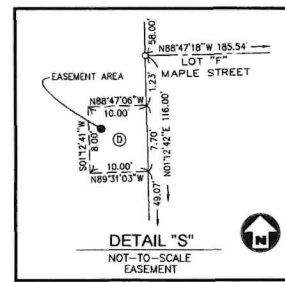
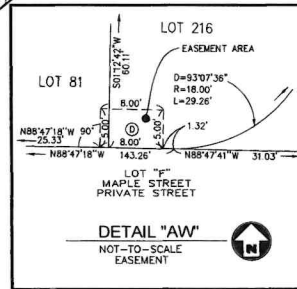
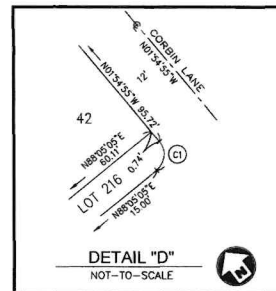


CURVE DATA

(C)	D=90°00'00"	R=3.00'	L=4.71'
(D)	D=90°00'00"	R=18.00'	L=28.27'
(E)	D=85°20'32"	R=18.00'	L=26.81'
(F)	D=04°39'28"	R=18.00'	L=1.46'
(G)	D=93°06'52"	R=18.00'	L=29.25'
(H)	D=90°00'00"	R=15.00'	L=23.56'
(I)	D=86°52'24"	R=18.00'	L=27.29'
(J)	D=87°07'23"	R=15.00'	L=22.81'

LINE DATA

NO.	BEARING	DIST.
L1	N88°05'05"E	12.00'
L2	N01°12'42"E	12.00'
L3	N01°54'55"E	12.00'
L4	N88°05'05"E	15.00'
L5	N01°54'55"W	45.00'

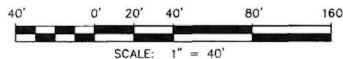


TRACT NO. 37640

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VERTEX SURVEY, INC.

OCTOBER 2021



CURVE DATA

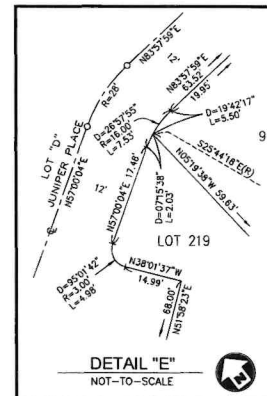
- (C1) D=90°00'00" R=3.00' L=4.71'
- (C6) D=26°57'55" R=40.00' L=18.83'
- (C7) D=26°57'55" R=28.00' L=13.18'
- (C8) D=97°06'34" R=3.00' L=5.08'
- (C9) D=02°04'24" R=248.00' L=8.97'
- (C10) D=44°42'19" R=18.00' L=12.48'
- (C11) D=44°42'19" R=28.00' L=21.85'
- (C12) D=44°42'19" R=40.00' L=31.21'
- (C13) D=90°00'00" R=18.00' L=28.27'
- (C14) D=85°20'32" R=18.00' L=28.81'
- (C15) D=87°02'27" R=3.00' L=4.56'
- (C16) D=75°31'21" R=15.00' L=19.77'
- (C17) D=104°28'39" R=3.00' L=5.47'
- (C18) D=16°25'17" R=100.00' L=28.66'
- (C19) D=101°32'15" R=3.00' L=5.32'
- (C22) D=78°27'47" R=18.00' L=24.65'
- (C23) D=04°39'28" R=18.00' L=1.46'

NOTES:

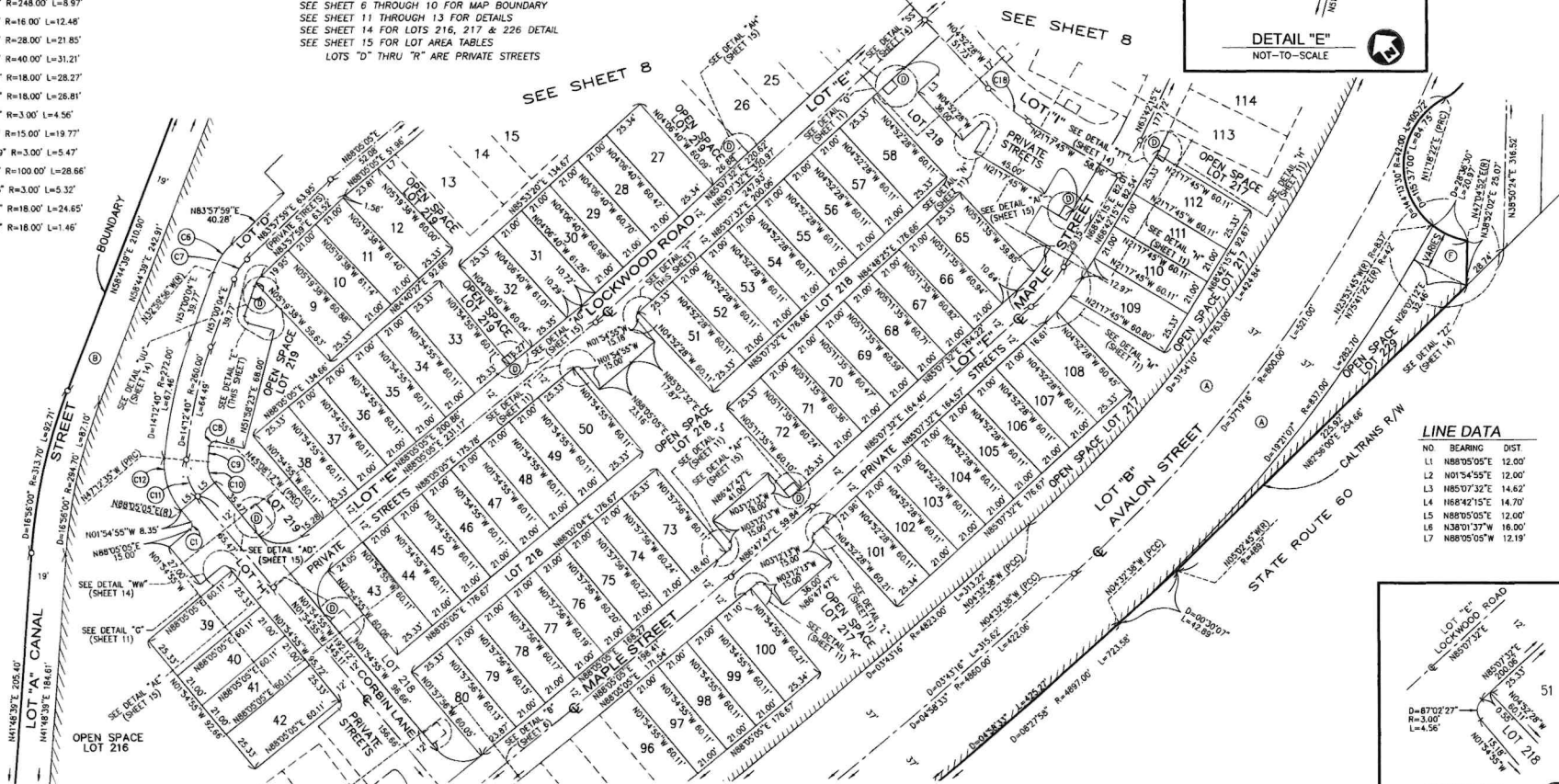
- SEE SHEET 2 FOR EASEMENT NOTES.
- SEE SHEET 3 FOR BOUNDARY ESTABLISHMENT.
- SEE SHEET 4 FOR SURVEYOR'S NOTES, MAP REFERENCES, MONUMENT NOTES, BASIS OF BEARINGS, BOUNDARY SHEET DETAILS.
- SEE SHEET 5 FOR INDEX, VICINITY MAP.
- SEE SHEET 6 THROUGH 10 FOR MAP BOUNDARY.
- SEE SHEET 11 THROUGH 13 FOR DETAILS.
- SEE SHEET 14 FOR LOTS 216, 217 & 226 DETAIL.
- SEE SHEET 15 FOR LOT AREA TABLES.
- LOTS "D" THRU "R" ARE PRIVATE STREETS.

LEGEND

- (A) AVALON STREET DEDICATED TO THE CITY OF JURUPA VALLEY FOR PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES.
- (B) CANAL STREET DEDICATED TO THE CITY OF JURUPA VALLEY FOR PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES.
- (D) AN EASEMENT TO THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR PUBLIC WATER LINE PURPOSES, INGRESS, EGRESS AND APPURTENANCES.
- (F) A VARIABLE WIDTH EASEMENT TO THE CITY OF JURUPA VALLEY OVER A PORTION OF LOT 229 FOR DRAINAGE PURPOSES.

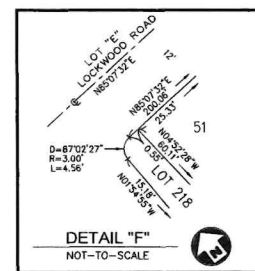


FOR LOT 7
ARTHUR PARKS TRACT
MB 1/2 1800



LINE DATA

NO	BEARING	DIST
L1	N88°05'05"E	12.00'
L2	N01°54'55"E	12.00'
L3	N85°07'32"E	14.62'
L4	N88°42'15"E	14.70'
L5	N88°05'05"E	12.00'
L6	N38°01'37"W	16.00'
L7	N88°05'05"W	12.19'



SEE SHEET 6

SEE SHEET 8

SEE SHEET 8

TRACT NO. 37640

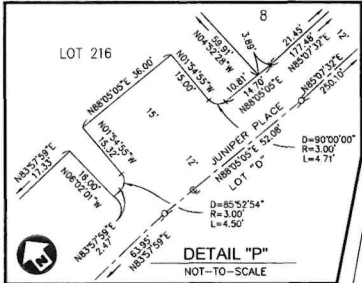
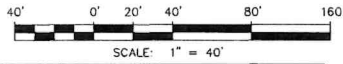
BEING A SUBDIVISION OF A PORTION OF LOT 2 IN BLOCK 10 AND LOT 4 IN BLOCK 24 OF MAP OF WEST RIVERSIDE, ON FILE IN BOOK 9, PAGE 34 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY AND A PORTION OF LOTS 5, 6, AND 7 OF ARTHUR PARKS TRACT ON FILE IN BOOK 1, PAGE 21 OF MAPS RIVERSIDE COUNTY, CALIFORNIA.

VERTEX SURVEY, INC.

OCTOBER 2021

NOTES:

- SEE SHEET 2 FOR EASEMENT NOTES
- SEE SHEET 3 FOR BOUNDARY ESTABLISHMENT
- SEE SHEET 4 FOR SURVEYOR'S NOTES, MAP REFERENCES, MONUMENT NOTES, BASIS OF BEARINGS, BOUNDARY SHEET DETAILS.
- SEE SHEET 5 FOR INDEX, VICINITY MAP
- SEE SHEET 6 THROUGH 10 FOR MAP BOUNDARY
- SEE SHEET 11 THROUGH 13 FOR DETAILS
- SEE SHEET 14 FOR LOTS 216, 217 & 226 DETAIL
- SEE SHEET 15 FOR LOT AREA TABLES
- (19) LAST HOUSE LOT
- LOTS "D" THRU "R" ARE PRIVATE STREETS



CURVE DATA

NO.	BEARING	DIST.
(1)	D=90°00'00" R=3.00' L=4.71'	
(2)	D=91°05'42" R=3.00' L=4.77'	
(3)	D=10°33'39" R=142.00' L=27.00'	
(4)	D=06°51'49" R=160.00' L=19.17'	
(5)	D=10°04'02" R=142.00' L=24.95'	
(6)	D=90°00'00" R=10.00' L=15.71'	
(7)	D=16°25'17" R=83.00' L=23.79'	
(8)	D=87°20'12" R=13.00' L=19.82'	
(9)	D=16°25'17" R=100.00' L=28.66'	

LINE DATA

NO.	BEARING	DIST.
L1	N85°07'32"E	12.00'
L2	N85°07'32"E	27.00'
L3	N85°07'32"E	12.00'
L4	N68°42'15"E	17.00'
L5	N04°32'28"W	12.00'
L6	N63°42'15"E	27.00'
L7	N38°25'29"W	0.83'
L8	S42°09'04"E	20.00'

LEGEND

- (A) AVALON STREET DEDICATED TO THE CITY OF JURUPA VALLEY FOR PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES.
- (B) CANAL STREET DEDICATED TO THE CITY OF JURUPA VALLEY FOR PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES.
- (D) AN EASEMENT TO THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR PUBLIC WATER LINE PURPOSES, INGRESS, EGRESS AND APPURTENANCES.
- (H) CANAL STREET DEDICATED TO RUBIDOUX COMMUNITY SERVICES DISTRICT FOR PUBLIC UTILITY, INGRESS AND EGRESS PURPOSES.
- (I) AN EASEMENT DEDICATED TO THE CITY OF JURUPA VALLEY OVER A PORTION OF CANAL STREET, A PORTION OF LOT 228 AND LOTS "L", "N", "P" & "R" FOR STORM DRAIN PURPOSES, ACCESS AND APPURTENANCES.

EASEMENT LINE DATA

NO.	BEARING	DIST.
E1	N47°50'56"E	21.80'
E2	S58°00'53"E	17.07'
E3	N31°59'07"E	10.83'
E4	N78°59'07"E	60.87'
E5	S00°01'58"E	130.77'
E6	S63°16'15"E	80.17'

FOR SEC. 9 T2S. 80N, RUBIDOUX BANCO



SEE SHEET 7

SEE SHEET 9

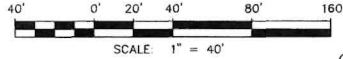
FOR LOT 4 E ARTHUR PARKS TRACT 1/21 18000

TRACT NO. 37640

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OCTOBER 2021

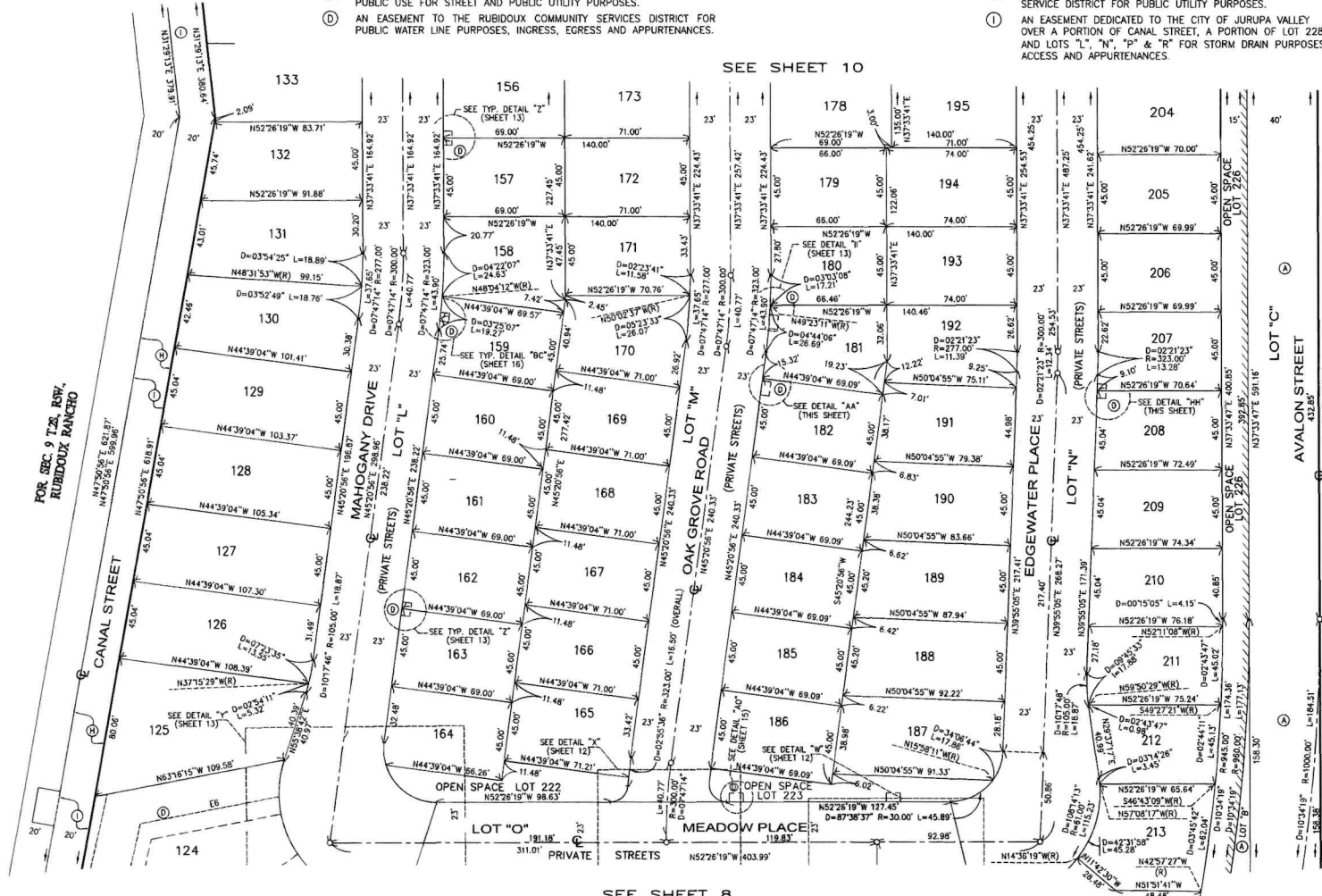


- LEGEND**
- (A) AVALON STREET DEDICATED TO THE CITY OF JURUPA VALLEY FOR PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES.
 - (D) AN EASEMENT TO THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR PUBLIC WATER LINE PURPOSES, INGRESS, EGRESS AND APPURTENANCES.

- LEGEND (CONT.)**
- (H) CANAL STREET DEDICATED TO THE RUBIDOUX COMMUNITY SERVICE DISTRICT FOR PUBLIC UTILITY PURPOSES.
 - (I) AN EASEMENT DEDICATED TO THE CITY OF JURUPA VALLEY OVER A PORTION OF CANAL STREET, A PORTION OF LOT 228 AND LOTS "L", "N", "P" & "R" FOR STORM DRAIN PURPOSES, ACCESS AND APPURTENANCES.

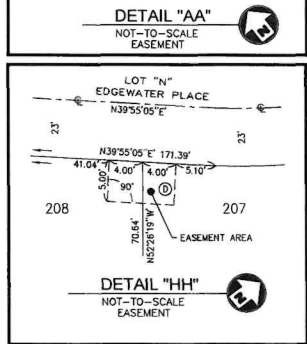
NOTES:

- SEE SHEET 2 FOR EASEMENT NOTES
- SEE SHEET 3 FOR BOUNDARY ESTABLISHMENT.
- SEE SHEET 4 FOR SURVEYOR'S NOTES, MAP REFERENCES, MONUMENT NOTES, BASIS OF BEARINGS, BOUNDARY SHEET DETAILS.
- SEE SHEET 5 FOR INDEX, VICINITY MAP.
- SEE SHEET 6 THROUGH 10 FOR MAP BOUNDARY
- SEE SHEET 11 THROUGH 13 FOR DETAILS
- SEE SHEET 14 FOR LOTS 216, 217 & 226 DETAIL
- SEE SHEET 15 FOR LOT AREA TABLES
- LOTS "D" THRU "R" ARE PRIVATE STREETS



SEE SHEET 10

SEE SHEET 8



FOR SEC. 9 T2A, 15V, RUBIDOUX RANCHO

CANAL STREET

MAHOGANY DRIVE

OAK GROVE ROAD

EDGEWATER PLACE

LOT "C"

AVALON STREET

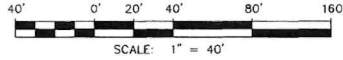
LOT 1 BLOCK 10 WEST RIVERSIDE MB 9/24 SBCCO

TRACT NO. 37640

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

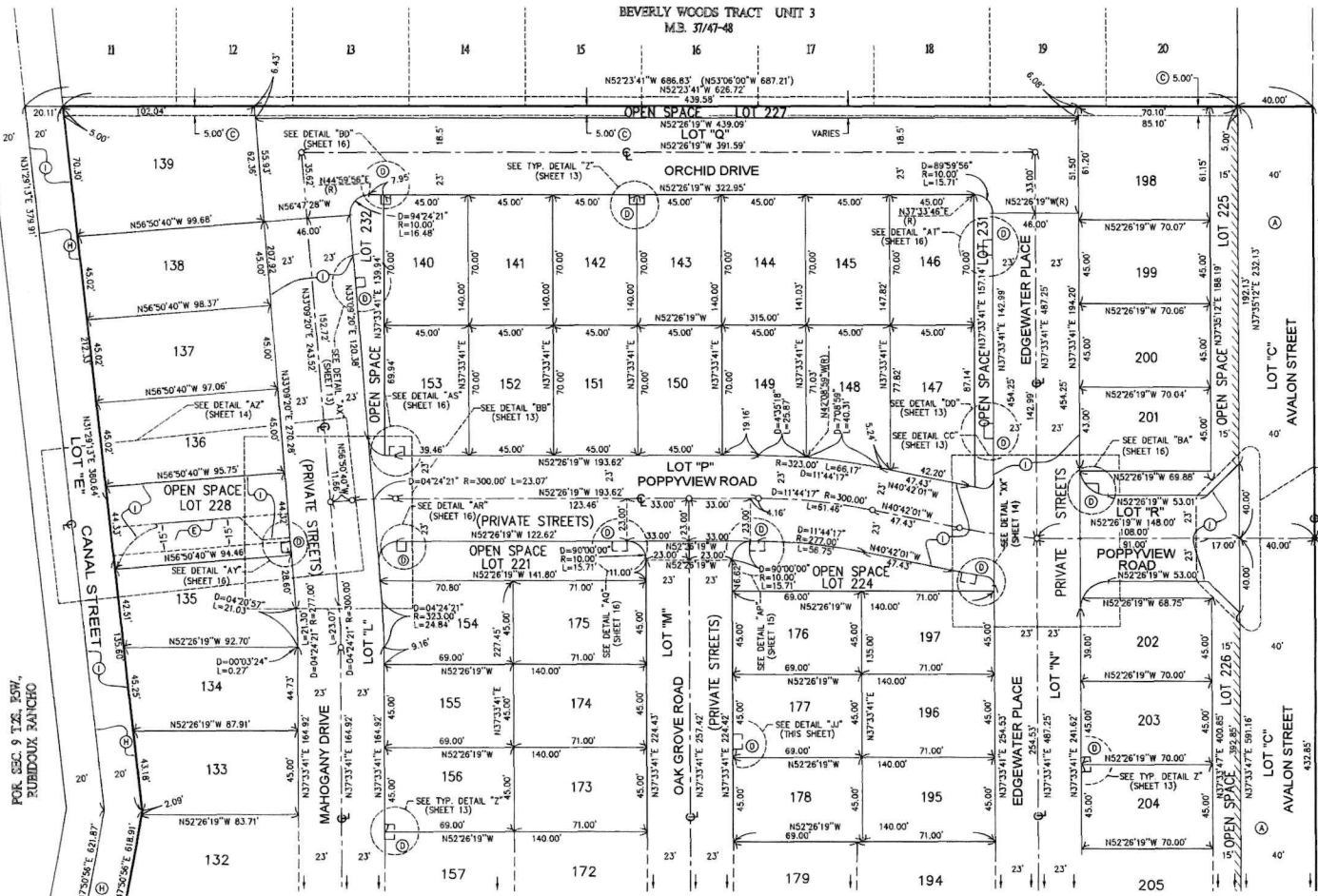
VERTEX SURVEY, INC.

OCTOBER 2021

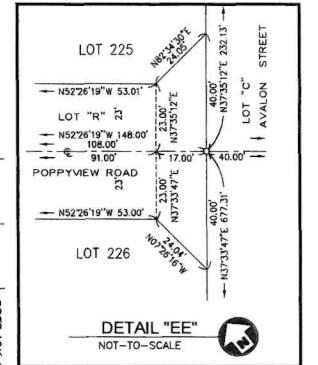
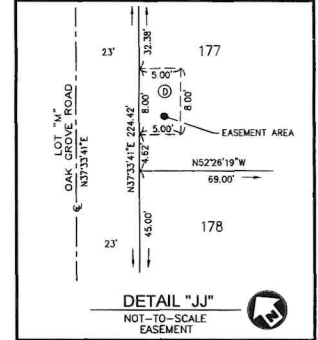


NOTES:

- SEE SHEET 2 FOR EASEMENT NOTES.
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- SEE SHEET 15 FOR LOT AREA TABLES.
- LOTS "D" THRU "R" ARE PRIVATE STREETS.



SEE SHEET 9



LOT 1 BLOCK 10 WEST RIVERSIDE M.B. 9/24 S.S.C.O.

- LEGEND:**
- (A) AVALON STREET DEDICATED TO THE CITY OF JURUPA VALLEY FOR PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES.
 - (C) A 5.00' WIDE EASEMENT TO THE CITY OF JURUPA VALLEY OVER LOT 139, LOT 198, LOT 225 AND LOT 227 FOR PUBLIC UTILITY PURPOSES.
 - (D) AN EASEMENT TO THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR PUBLIC WATER LINE PURPOSES, INGRESS, EGRESS AND APPURTENANCES.
 - (E) A 15' WIDE EASEMENT TO THE RUBIDOUX COMMUNITY SERVICES DISTRICT OVER A PORTION OF LOT 228 FOR PUBLIC UTILITY, CONSTRUCTION, MAINTENANCE, INGRESS & EGRESS PURPOSES.
 - (H) CANAL STREET DEDICATED TO THE RUBIDOUX COMMUNITY SERVICE DISTRICT FOR PUBLIC UTILITY PURPOSES.
 - (I) AN EASEMENT DEDICATED TO THE CITY OF JURUPA VALLEY OVER A PORTION OF CANAL STREET, A PORTION OF LOT 228 AND LOTS "L", "N", "P" & "R" FOR STORM DRAIN PURPOSES, ACCESS AND APPURTENANCES.

FOR SEC. 9 T.2S. E.57N. RUBIDOUX RANCHO

TRACT NO. 37640

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VERTEX SURVEY, INC.

OCTOBER 2021

NOTES:

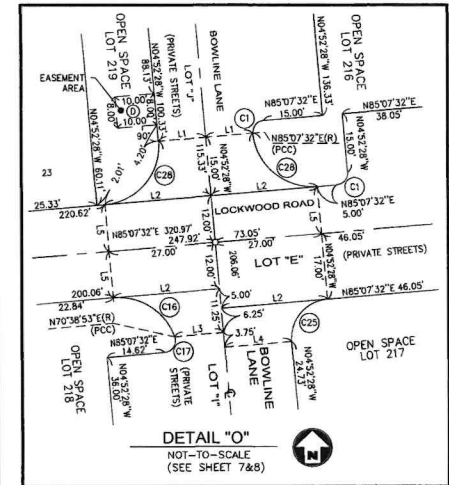
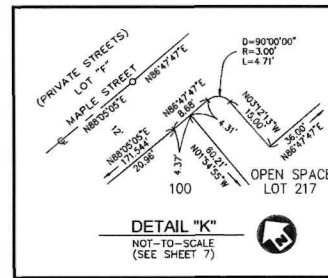
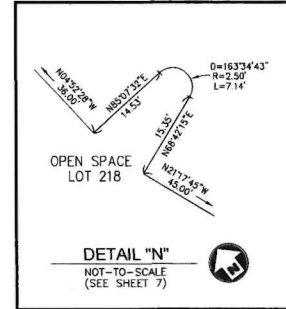
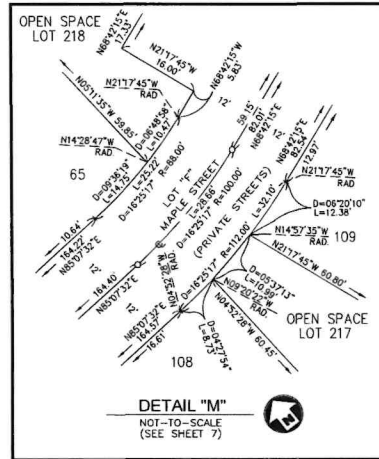
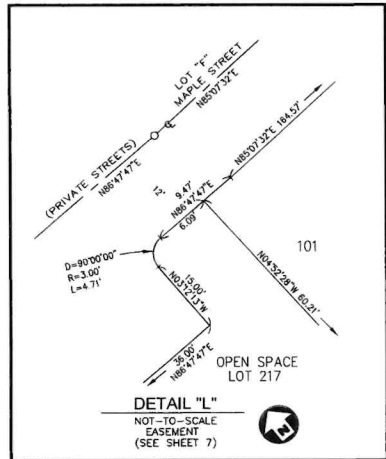
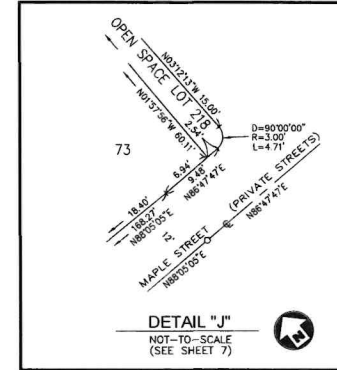
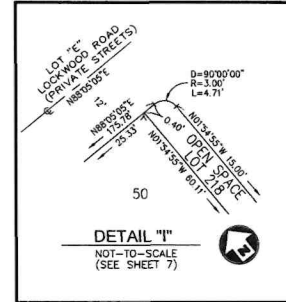
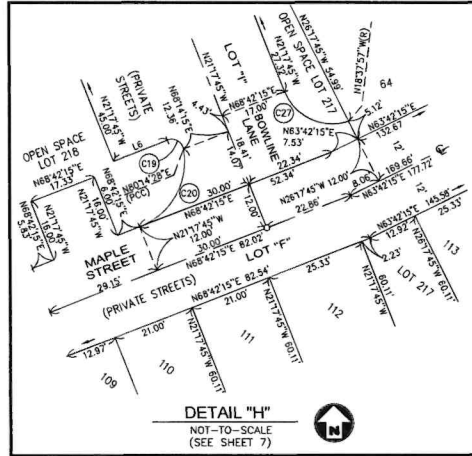
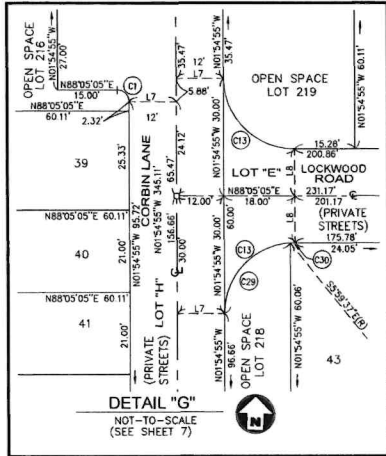
- SEE SHEET 2 FOR EASEMENT NOTES.
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- SEE SHEET 5 FOR INDEX, VICINITY MAP.
- SEE SHEET 6 THROUGH 10 FOR MAP BOUNDARY.
- SEE SHEET 11 THROUGH 13 FOR DETAILS.
- SEE SHEET 14 FOR LOTS 216, 217 & 226 DETAIL.
- SEE SHEET 15 FOR LOT AREA TABLES.

LINE DATA

NO.	BEARING	DIST
L1	N85°07'32"E	12.00'
L2	N85°07'32"E	27.00'
L3	N85°07'32"E	12.48'
L4	N85°07'32"E	17.00'
L5	N04°52'28"W(R)	12.00'
L6	N88°42'15"E	14.70'
L7	N88°05'05"E	12.00'
L8	N01°54'55"W	12.00'

CURVE DATA

- (C) D=90°00'00" R=3.00' L=4.71'
- (C13) D=90°00'00" R=18.00' L=28.27'
- (C16) D=75°31'21" R=15.00' L=19.77'
- (C17) D=104°28'39" R=3.00' L=5.47'
- (C19) D=101°32'13" R=3.00' L=5.32'
- (C20) D=78°27'47" R=18.00' L=24.65'
- (C23) D=90°00'00" R=10.00' L=15.71'
- (C27) D=87°20'12" R=13.00' L=19.82'
- (C28) D=90°00'00" R=15.00' L=23.56'
- (C29) D=85°55'18" R=18.00' L=26.99'
- (C30) D=4°04'42" R=18.00' L=1.28'
- (C31) D=90°00'00" R=15.00' L=23.56'



TRACT NO. 37640

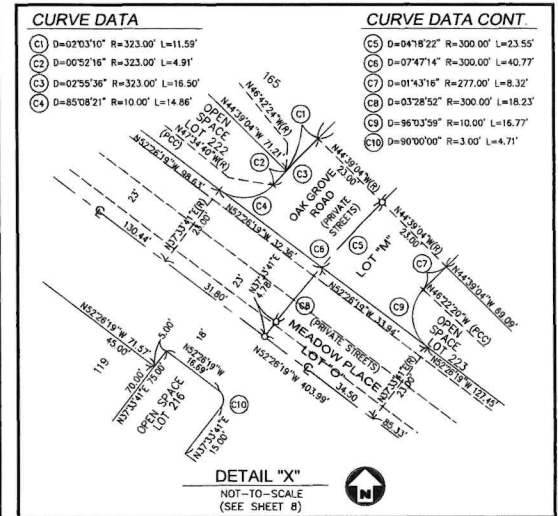
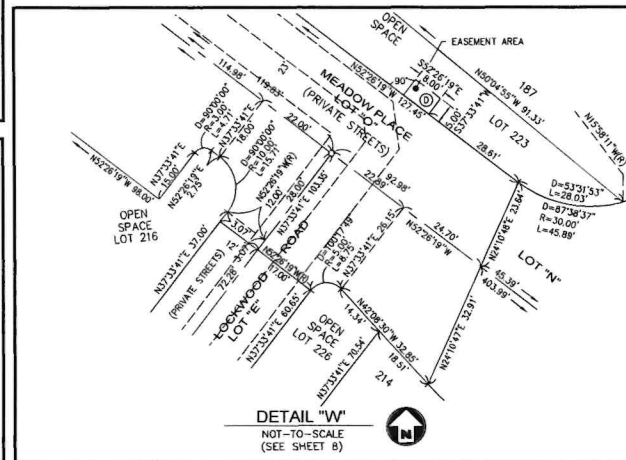
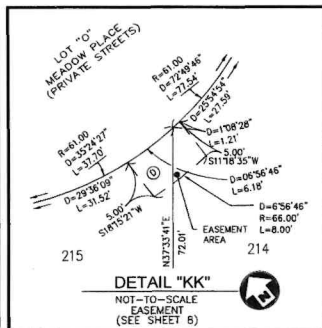
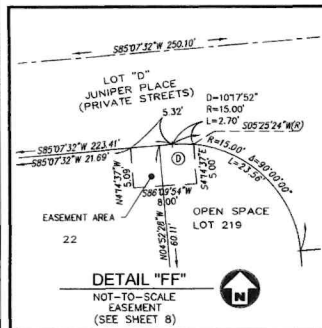
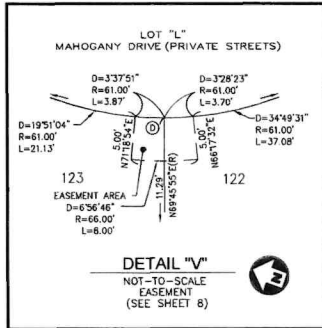
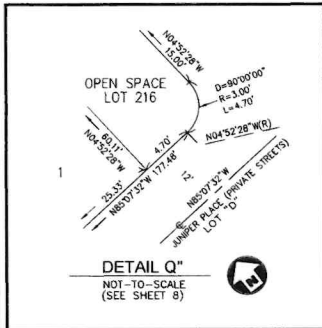
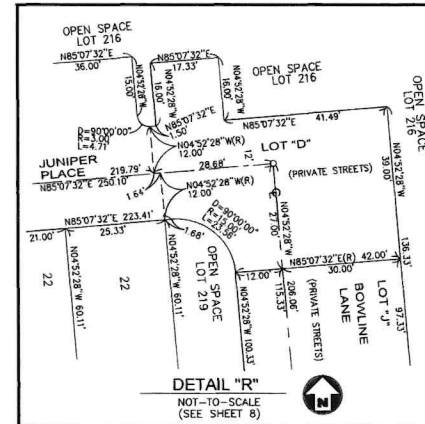
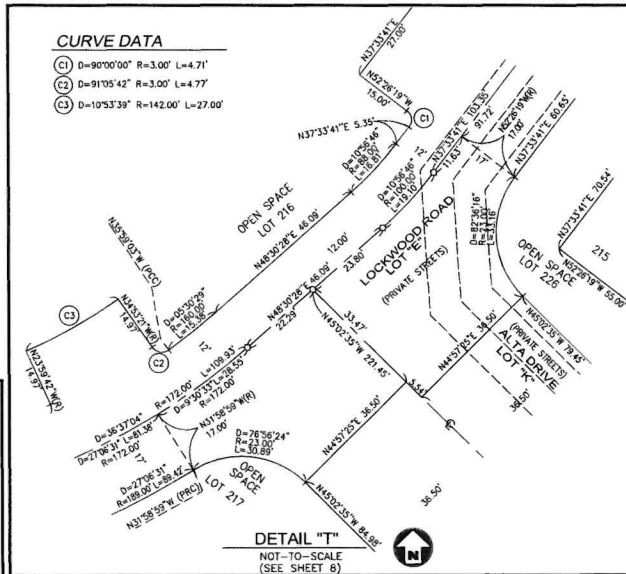
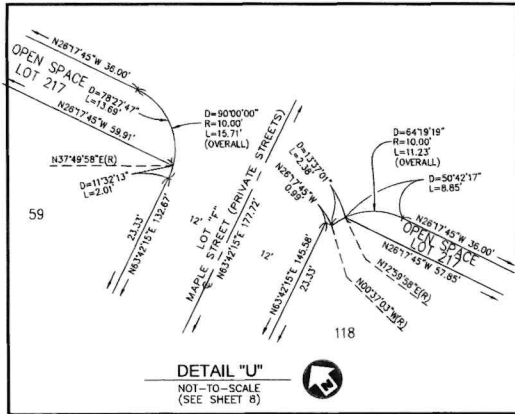
BEING A SUBDIVISION OF A PORTION OF LOT 2 IN BLOCK 10 AND LOT 4 IN BLOCK 24 OF MAP OF WEST RIVERSIDE, ON FILE IN BOOK 9, PAGE 34 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY AND A PORTION OF LOTS 5, 6, AND 7 OF ARTHUR PARKS TRACT ON FILE IN BOOK 1, PAGE 21 OF MAPS RIVERSIDE COUNTY, CALIFORNIA.

VERTEX SURVEY, INC.

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NOTES:

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 SEE SHEET 6 THROUGH 10 FOR MAP BOUNDARY
 SEE SHEET 11 THROUGH 13 FOR DETAILS
 SEE SHEET 14 FOR LOTS 216, 217 & 226 DETAIL
 SEE SHEET 15 FOR LOT AREA TABLES

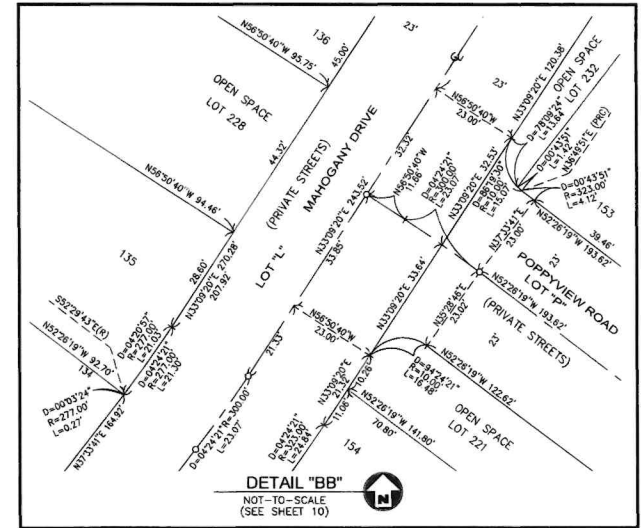
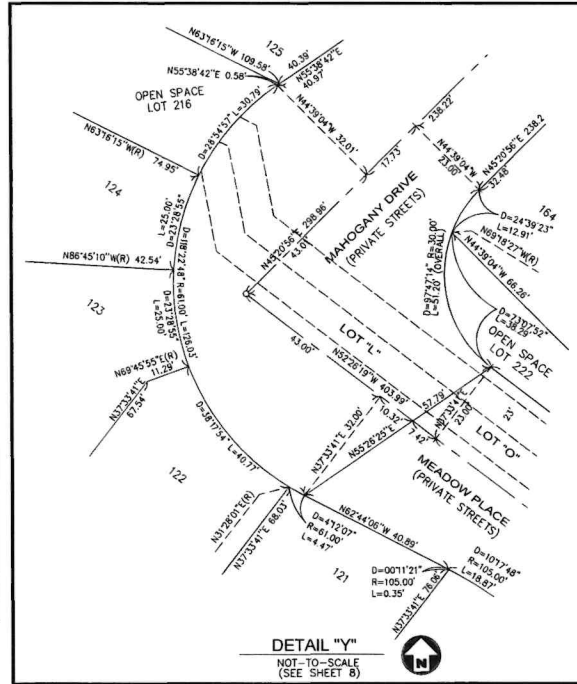
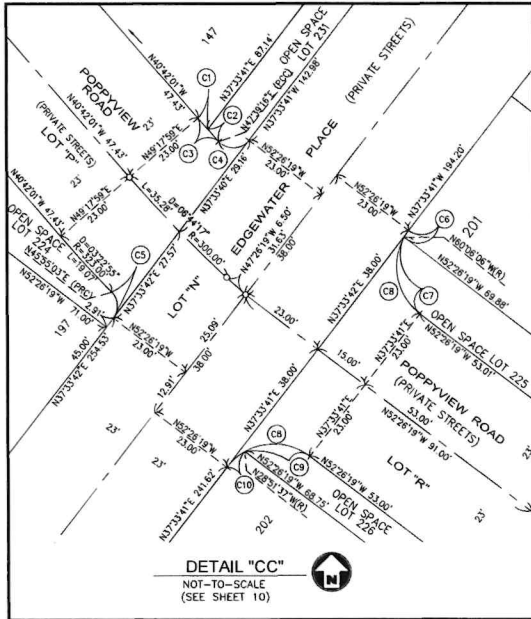


TRACT NO. 37640

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

VERTEX SURVEY, INC.

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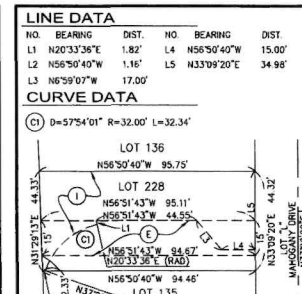
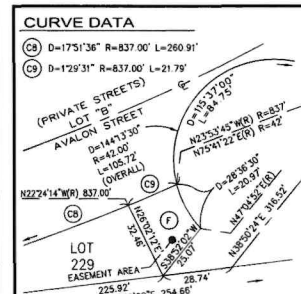
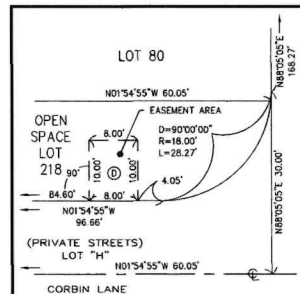
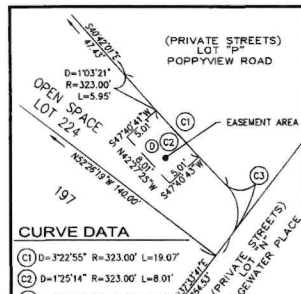
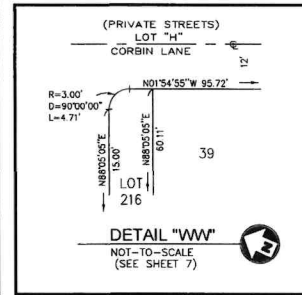
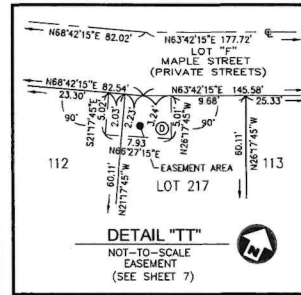
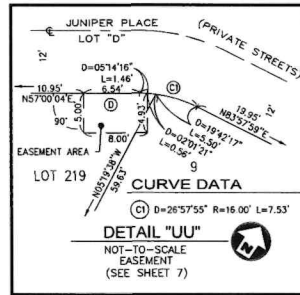
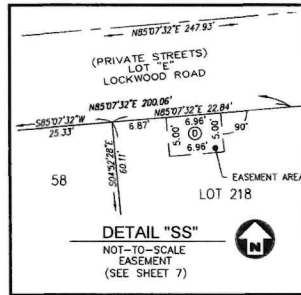
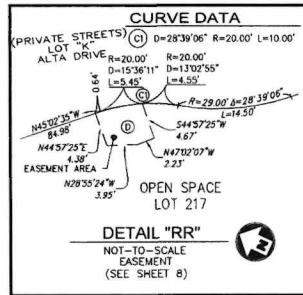
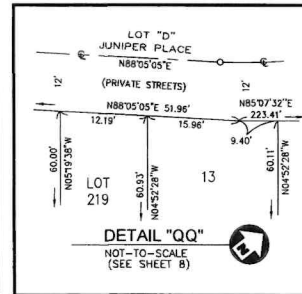
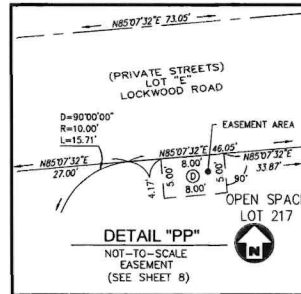
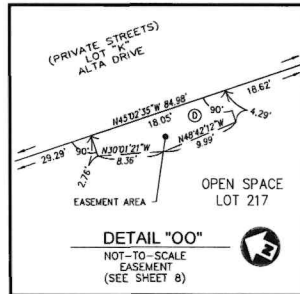
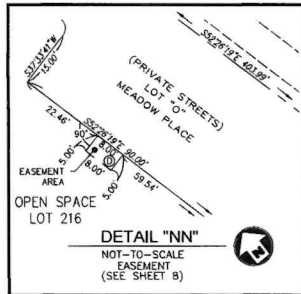
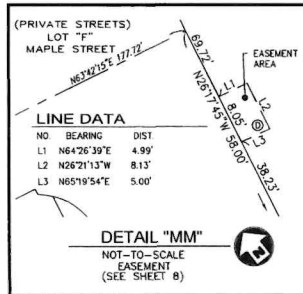


TRACT NO. 37640

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VERTEX SURVEY, INC.

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NOTES:

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- SEE SHEET 15 FOR LOT AREA TABLES.

TRACT NO. 37640

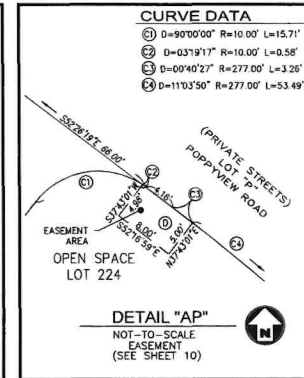
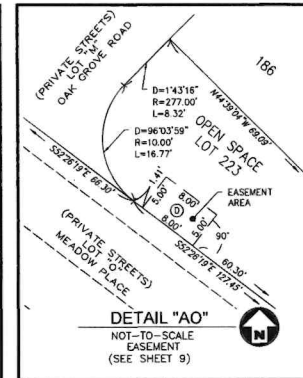
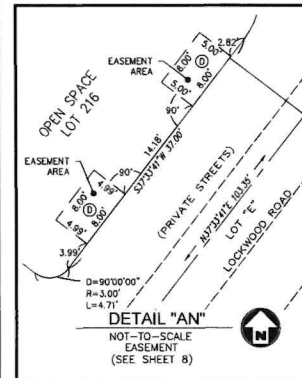
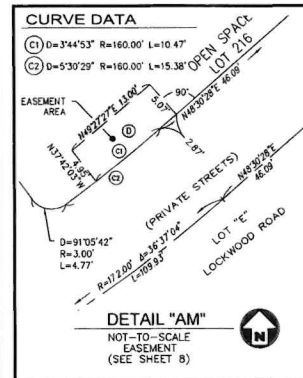
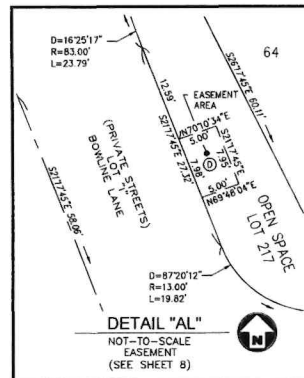
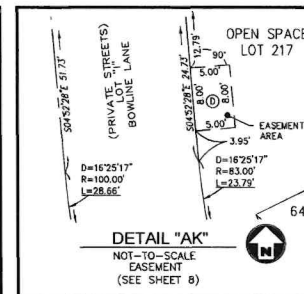
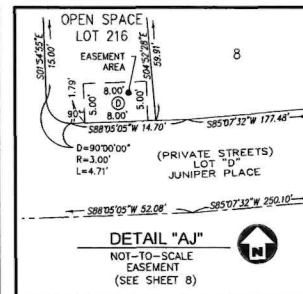
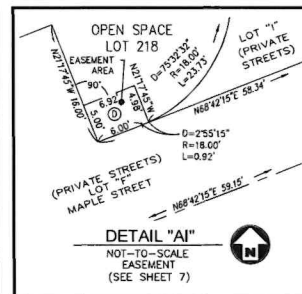
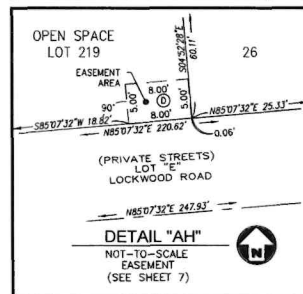
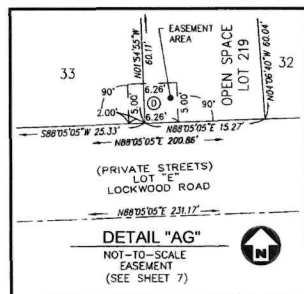
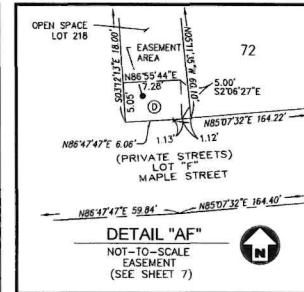
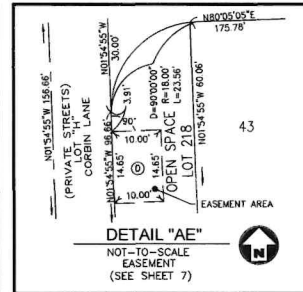
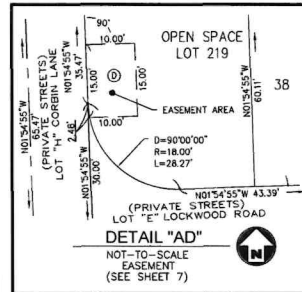
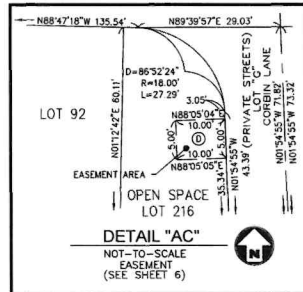
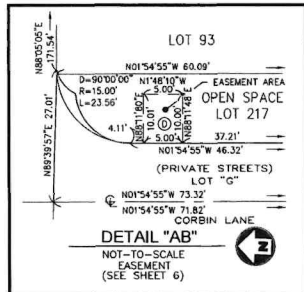
BEING A SUBDIVISION OF A PORTION OF LOT 2 IN BLOCK 10 AND LOT 4 IN BLOCK 24 OF MAP OF WEST RIVERSIDE, ON FILE IN BOOK 9, PAGE 34 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY AND A PORTION OF LOTS 5, 6, AND 7 OF ARTHUR PARKS TRACT ON FILE IN BOOK 1, PAGE 21 OF MAPS RIVERSIDE COUNTY, CALIFORNIA.

VERTEX SURVEY, INC.

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- SEE SHEET 15 FOR LOT AREA TABLES



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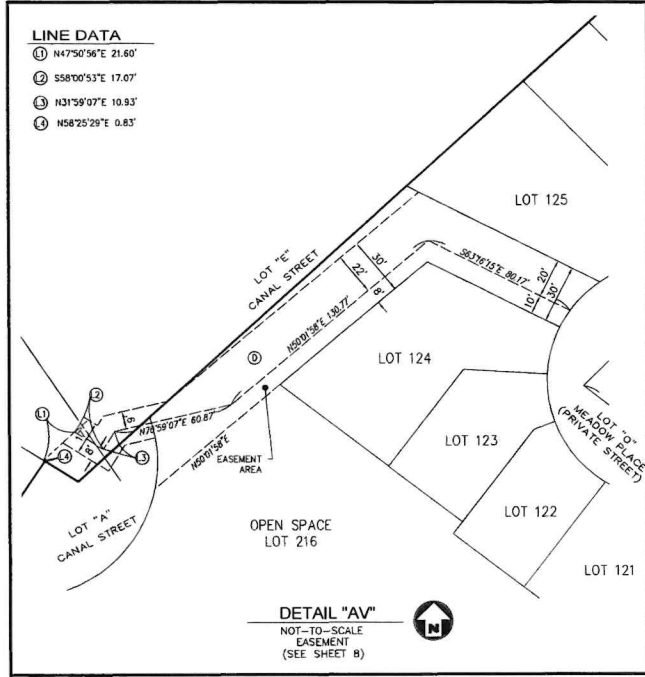
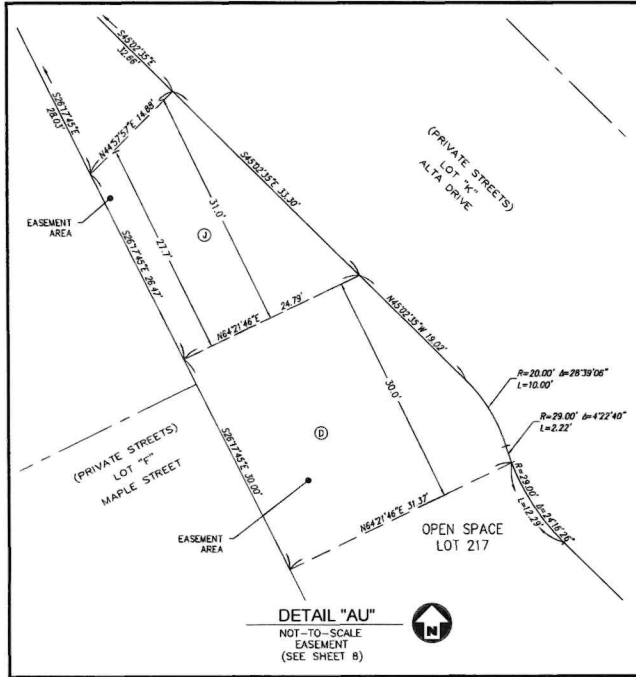
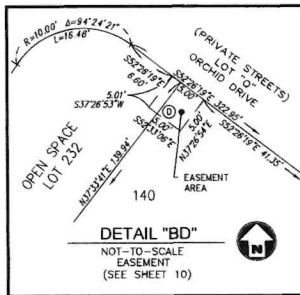
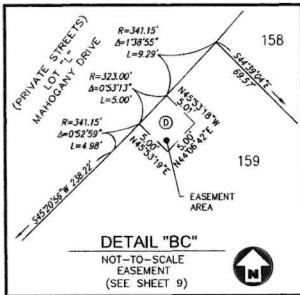
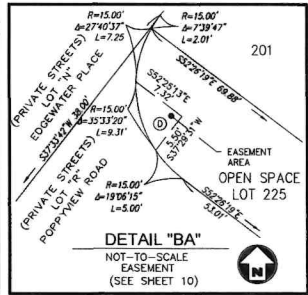
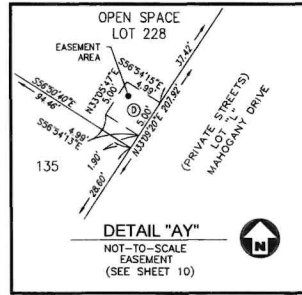
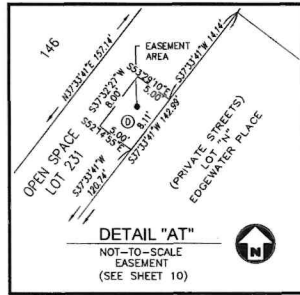
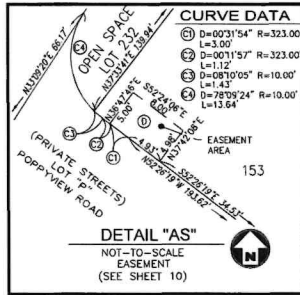
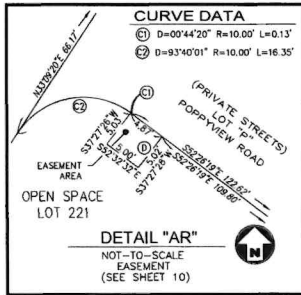
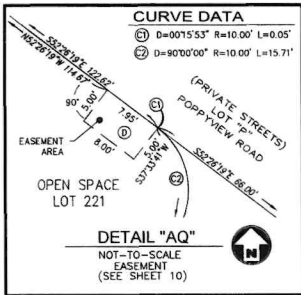
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- SEE SHEET 14 FOR LOTS 216, 217 & 226 DETAIL
- SEE SHEET 15 FOR LOT AREA TABLES

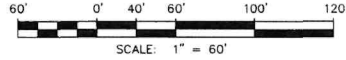


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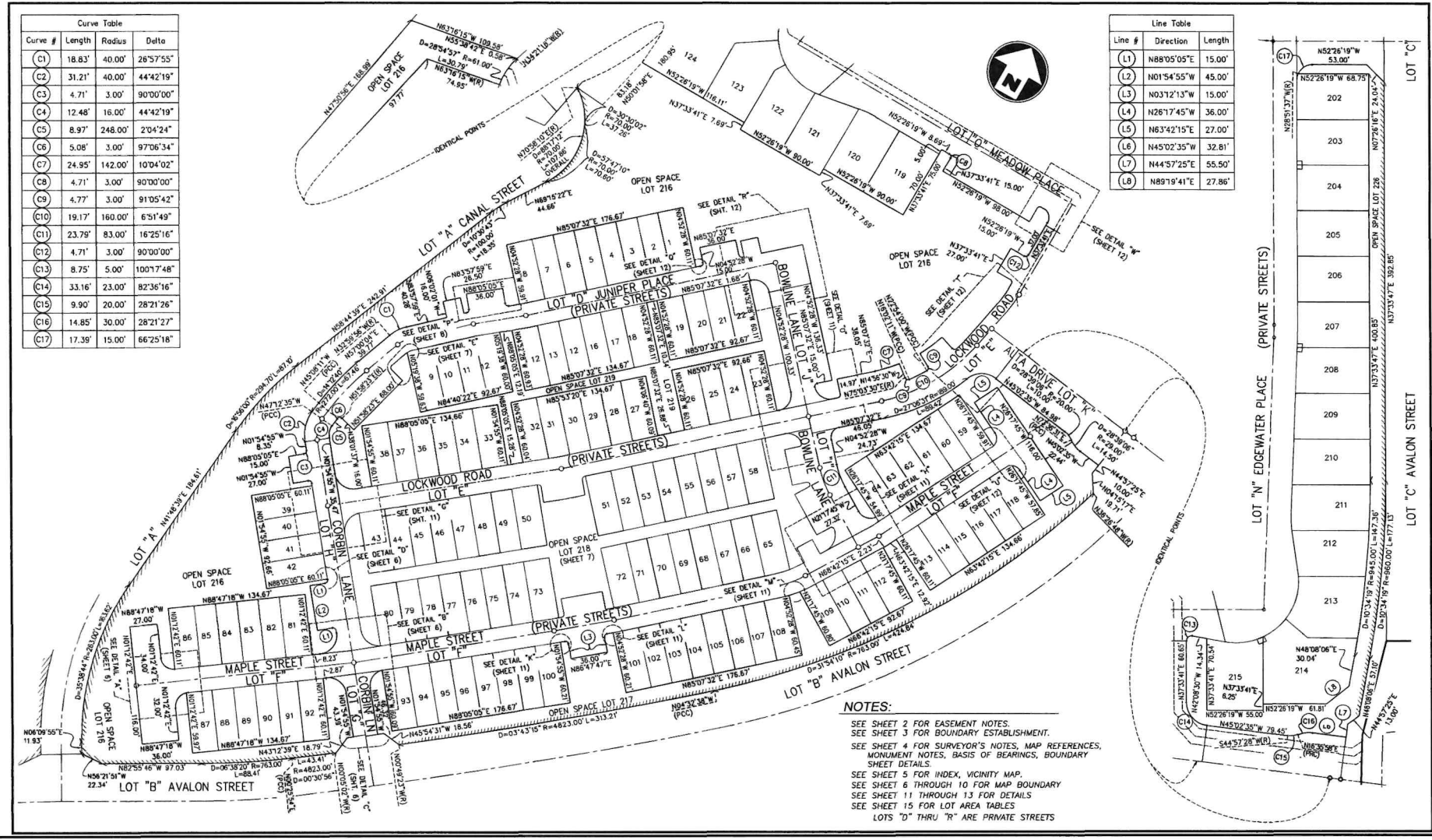
VERTEX SURVEY, INC.

OCTOBER 2021

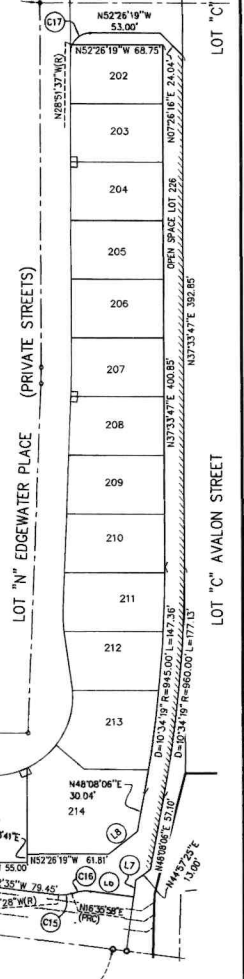


Curve Table			
Curve #	Length	Radius	Delta
C1	18.83'	40.00'	26°57'55"
C2	31.21'	40.00'	44°42'19"
C3	4.71'	3.00'	90°00'00"
C4	12.48'	16.00'	44°42'19"
C5	8.97'	248.00'	2°04'24"
C6	5.08'	3.00'	97°06'34"
C7	24.95'	142.00'	10°04'02"
C8	4.71'	3.00'	90°00'00"
C9	4.77'	3.00'	91°05'42"
C10	19.17'	160.00'	6°51'49"
C11	23.79'	83.00'	16°25'16"
C12	4.71'	3.00'	90°00'00"
C13	8.75'	5.00'	100°17'48"
C14	33.16'	23.00'	82°36'16"
C15	9.90'	20.00'	28°21'26"
C16	14.85'	30.00'	28°21'27"
C17	17.39'	15.00'	66°25'18"

Line Table		
Line #	Direction	Length
L1	N88°05'05"E	15.00'
L2	N01°54'55"W	45.00'
L3	N03°12'13"W	15.00'
L4	N26°17'45"W	36.00'
L5	N83°42'15"E	27.00'
L6	N45°02'35"W	32.81'
L7	N44°57'25"E	55.50'
L8	N89°19'41"E	27.86'



NOTES:
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 SEE SHEET 15 FOR LOT AREA TABLES
 LOTS "D" THRU "R" ARE PRIVATE STREETS



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 MONUMENT NOTES, BASIS OF BEARINGS, BOUNDARY
 SHEET DETAILS.
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 SEE SHEET 6 THROUGH 10 FOR MAP PORTAL
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 SEE SHEET 14 FOR LOTS 216, 217 & 226 DETAIL

IN CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37640

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VERTEX SURVEY, INC.

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LOT AREA TABLE	
LOT #	AREA
LOT 1	1523 SQ.FT.
LOT 2	1262 SQ.FT.
LOT 3	1262 SQ.FT.
LOT 4	1262 SQ.FT.
LOT 5	1262 SQ.FT.
LOT 6	1262 SQ.FT.
LOT 7	1262 SQ.FT.
LOT 8	1522 SQ.FT.
LOT 9	1537 SQ.FT.
LOT 10	1281 SQ.FT.
LOT 11	1287 SQ.FT.
LOT 12	1539 SQ.FT.
LOT 13	1529 SQ.FT.
LOT 14	1263 SQ.FT.
LOT 15	1262 SQ.FT.
LOT 16	1262 SQ.FT.
LOT 17	1262 SQ.FT.
LOT 18	1523 SQ.FT.
LOT 19	1523 SQ.FT.
LOT 20	1262 SQ.FT.
LOT 21	1262 SQ.FT.
LOT 22	1523 SQ.FT.
LOT 23	1523 SQ.FT.
LOT 24	1262 SQ.FT.
LOT 25	1262 SQ.FT.
LOT 26	1523 SQ.FT.
LOT 27	1526 SQ.FT.
LOT 28	1272 SQ.FT.
LOT 29	1278 SQ.FT.
LOT 30	1284 SQ.FT.
LOT 31	1287 SQ.FT.
LOT 32	1533 SQ.FT.
LOT 33	1523 SQ.FT.
LOT 34	1262 SQ.FT.
LOT 35	1262 SQ.FT.
LOT 36	1262 SQ.FT.
LOT 37	1262 SQ.FT.
LOT 38	1523 SQ.FT.
LOT 39	1523 SQ.FT.
LOT 40	1262 SQ.FT.

LOT AREA TABLE	
LOT #	AREA
LOT 41	1262 SQ.FT.
LOT 42	1523 SQ.FT.
LOT 43	1523 SQ.FT.
LOT 44	1262 SQ.FT.
LOT 45	1262 SQ.FT.
LOT 46	1262 SQ.FT.
LOT 47	1262 SQ.FT.
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LOT 51	1523 SQ.FT.
LOT 52	1262 SQ.FT.
LOT 53	1262 SQ.FT.
LOT 54	1262 SQ.FT.
LOT 55	1262 SQ.FT.
LOT 56	1262 SQ.FT.
LOT 57	1262 SQ.FT.
LOT 58	1523 SQ.FT.
LOT 59	1523 SQ.FT.
LOT 60	1262 SQ.FT.
LOT 61	1262 SQ.FT.
LOT 62	1262 SQ.FT.
LOT 63	1262 SQ.FT.
LOT 64	1523 SQ.FT.
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LOT 66	1279 SQ.FT.
LOT 67	1276 SQ.FT.
LOT 68	1274 SQ.FT.
LOT 69	1271 SQ.FT.
LOT 70	1269 SQ.FT.
LOT 71	1266 SQ.FT.
LOT 72	1524 SQ.FT.
LOT 73	1526 SQ.FT.
LOT 74	1265 SQ.FT.
LOT 75	1264 SQ.FT.
LOT 76	1264 SQ.FT.
LOT 77	1264 SQ.FT.
LOT 78	1263 SQ.FT.
LOT 79	1263 SQ.FT.
LOT 80	1523 SQ.FT.

LOT AREA TABLE	
LOT #	AREA
LOT 81	1523 SQ.FT.
LOT 82	1262 SQ.FT.
LOT 83	1262 SQ.FT.
LOT 84	1262 SQ.FT.
LOT 85	1262 SQ.FT.
LOT 86	1523 SQ.FT.
LOT 87	1523 SQ.FT.
LOT 88	1262 SQ.FT.
LOT 89	1262 SQ.FT.
LOT 90	1262 SQ.FT.
LOT 91	1262 SQ.FT.
LOT 92	1523 SQ.FT.
LOT 93	1523 SQ.FT.
LOT 94	1262 SQ.FT.
LOT 95	1262 SQ.FT.
LOT 96	1262 SQ.FT.
LOT 97	1262 SQ.FT.
LOT 98	1262 SQ.FT.
LOT 99	1262 SQ.FT.
LOT 100	1523 SQ.FT.
LOT 101	1523 SQ.FT.
LOT 102	1262 SQ.FT.
LOT 103	1262 SQ.FT.
LOT 104	1262 SQ.FT.
LOT 105	1262 SQ.FT.
LOT 106	1262 SQ.FT.
LOT 107	1262 SQ.FT.
LOT 108	1524 SQ.FT.
LOT 109	1526 SQ.FT.
LOT 110	1262 SQ.FT.
LOT 111	1262 SQ.FT.
LOT 112	1523 SQ.FT.
LOT 113	1522 SQ.FT.
LOT 114	1262 SQ.FT.
LOT 115	1262 SQ.FT.
LOT 116	1262 SQ.FT.
LOT 117	1262 SQ.FT.
LOT 118	1520 SQ.FT.
LOT 119	3150 SQ.FT.
LOT 120	3140 SQ.FT.

LOT AREA TABLE	
LOT #	AREA
LOT 121	3239 SQ.FT.
LOT 122	3173 SQ.FT.
LOT 123	3607 SQ.FT.
LOT 124	6844 SQ.FT.
LOT 125	6534 SQ.FT.
LOT 126	4869 SQ.FT.
LOT 127	4784 SQ.FT.
LOT 128	4696 SQ.FT.
LOT 129	4608 SQ.FT.
LOT 130	4595 SQ.FT.
LOT 131	4385 SQ.FT.
LOT 132	3951 SQ.FT.
LOT 133	3849 SQ.FT.
LOT 134	4064 SQ.FT.
LOT 135	4316 SQ.FT.
LOT 136	4338 SQ.FT.
LOT 137	4397 SQ.FT.
LOT 138	4456 SQ.FT.
LOT 139	6674 SQ.FT.
LOT 140	3150 SQ.FT.
LOT 141	3150 SQ.FT.
LOT 142	3150 SQ.FT.
LOT 143	3150 SQ.FT.
LOT 144	3150 SQ.FT.
LOT 145	3150 SQ.FT.
LOT 146	3150 SQ.FT.
LOT 147	3712 SQ.FT.
LOT 148	3326 SQ.FT.
LOT 149	3159 SQ.FT.
LOT 150	3150 SQ.FT.
LOT 151	3150 SQ.FT.
LOT 152	3150 SQ.FT.
LOT 153	3150 SQ.FT.
LOT 154	3128 SQ.FT.
LOT 155	3105 SQ.FT.
LOT 156	3105 SQ.FT.
LOT 157	3105 SQ.FT.
LOT 158	3469 SQ.FT.
LOT 159	3109 SQ.FT.
LOT 160	3105 SQ.FT.

LOT AREA TABLE	
LOT #	AREA
LOT 161	3105 SQ.FT.
LOT 162	3105 SQ.FT.
LOT 163	3105 SQ.FT.
LOT 164	3094 SQ.FT.
LOT 165	3196 SQ.FT.
LOT 166	3195 SQ.FT.
LOT 167	3195 SQ.FT.
LOT 168	3195 SQ.FT.
LOT 169	3195 SQ.FT.
LOT 170	3416 SQ.FT.
LOT 171	3194 SQ.FT.
LOT 172	3195 SQ.FT.
LOT 173	3195 SQ.FT.
LOT 174	3195 SQ.FT.
LOT 175	3195 SQ.FT.
LOT 176	3105 SQ.FT.
LOT 177	3105 SQ.FT.
LOT 178	3105 SQ.FT.
LOT 179	2970 SQ.FT.
LOT 180	2973 SQ.FT.
LOT 181	3177 SQ.FT.
LOT 182	3109 SQ.FT.
LOT 183	3109 SQ.FT.
LOT 184	3109 SQ.FT.
LOT 185	3109 SQ.FT.
LOT 186	3109 SQ.FT.
LOT 187	4218 SQ.FT.
LOT 188	4053 SQ.FT.
LOT 189	3861 SQ.FT.
LOT 190	3668 SQ.FT.
LOT 191	3474 SQ.FT.
LOT 192	3391 SQ.FT.
LOT 193	3330 SQ.FT.
LOT 194	3330 SQ.FT.
LOT 195	3195 SQ.FT.
LOT 196	3195 SQ.FT.
LOT 197	3195 SQ.FT.
LOT 198	4287 SQ.FT.
LOT 199	3153 SQ.FT.
LOT 200	3152 SQ.FT.

LOT AREA TABLE	
LOT #	AREA
LOT 201	3151 SQ.FT.
LOT 202	3147 SQ.FT.
LOT 203	3150 SQ.FT.
LOT 204	3150 SQ.FT.
LOT 205	3150 SQ.FT.
LOT 206	3150 SQ.FT.
LOT 207	3155 SQ.FT.
LOT 208	3220 SQ.FT.
LOT 209	3304 SQ.FT.
LOT 210	3387 SQ.FT.
LOT 211	3440 SQ.FT.
LOT 212	3176 SQ.FT.
LOT 213	3967 SQ.FT.
LOT 214	5836 SQ.FT.
LOT 215	3744 SQ.FT.
LOT 216	116653 SQ.FT.
LOT 217	25473 SQ.FT.
LOT 218	15121 SQ.FT.
LOT 219	12790 SQ.FT.
LOT 220	6226 SQ.FT.
LOT 221	2948 SQ.FT.
LOT 222	2274 SQ.FT.
LOT 223	2200 SQ.FT.
LOT 224	2696 SQ.FT.
LOT 225	3855 SQ.FT.
LOT 226	15446 SQ.FT.
LOT 227	2743 SQ.FT.
LOT 228	4215 SQ.FT.
LOT 229	3126 SQ.FT.
LOT 230	2461 SQ.FT.
LOT 231	1551 SQ.FT.
LOT 232	1827 SQ.FT.

EXHIBIT B

Existing District Downstream Sewer Facilities

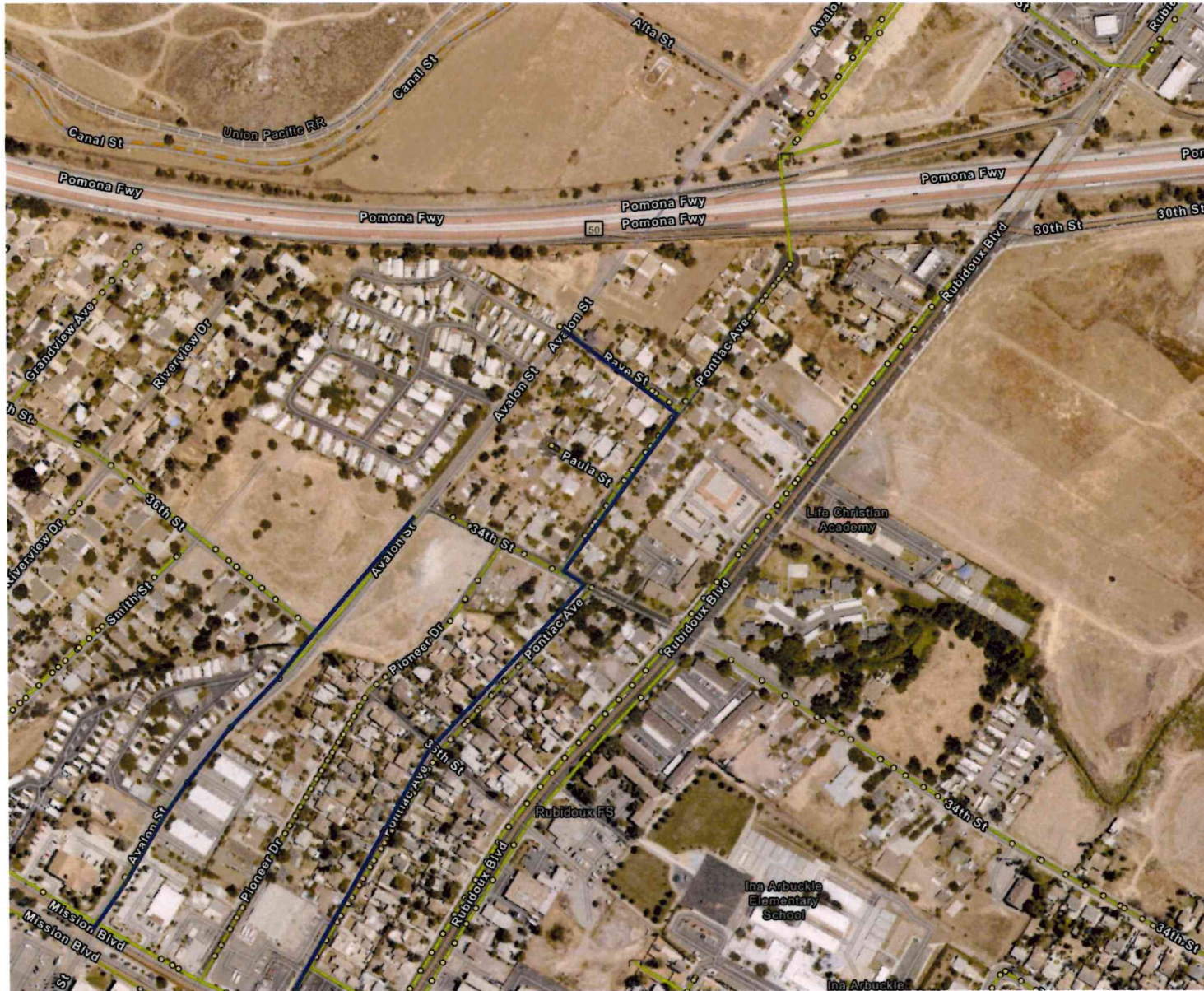


Exhibit B ~ Existing Avalon Street Sewer Facilities

This 94 ft segment is not specifically in the District's WWMP but can be included on pro rated basis.

TRACT 37640

PROP 12" SS 260LF

EX 18" CASING

STATE ROUTE 60

AVALON ST

PONTIAC AVE

RUBIDOUX BLVD



TRACT 36947
RCSD OFF-SITE SEWER
SEGMENT 1

PROACTIVE
ENGINEERING CONSULTANTS
200 South Main Street, Suite 300
Corona, CA 92882 (951) 280-3300

12/16/22

Z:\10.067_EMERALD RIDGE\DRAWINGS\EXHIBITS\OFF-SITE SEWER - DWG

TRACT 37840

Century Communities has constructed Bore and Jack Pits each side of the freeway.

EX 18" CASING

STATE ROUTE 60

AVALON ST

PROP 12" SS
~640 LF

PONTIAC AVE

RUBIDOUX BLVD

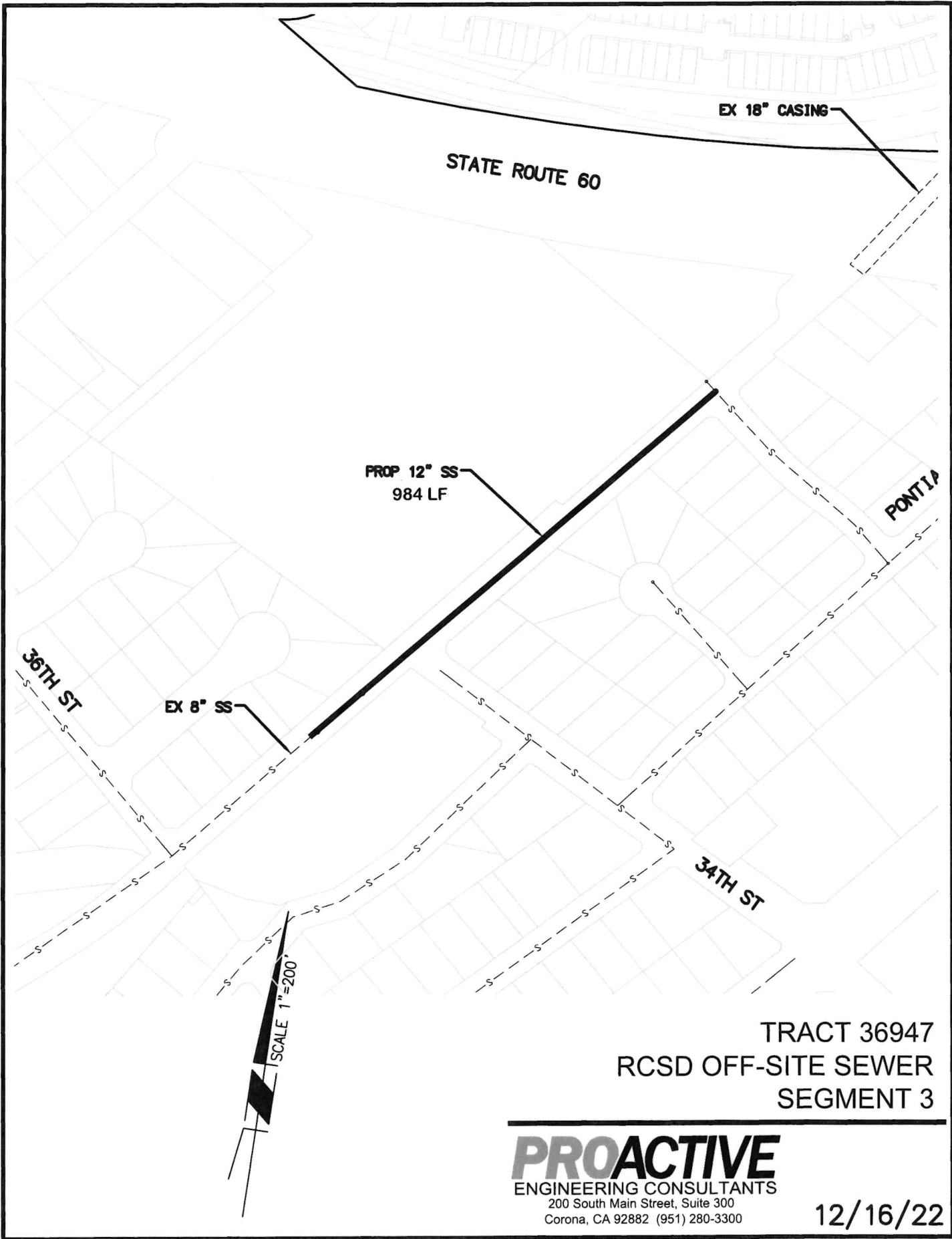
SCALE 1"=200'

TRACT 36947
RCSD OFF-SITE SEWER
SEGMENT 2

PROACTIVE
ENGINEERING CONSULTANTS
200 South Main Street, Suite 300
Corona, CA 92882 (951) 280-3300

12/16/22

Z:\10.067_EMERALD RIDGE\DRAWINGS\EXHIBITS\OFF-SITE SEWER-.DWG

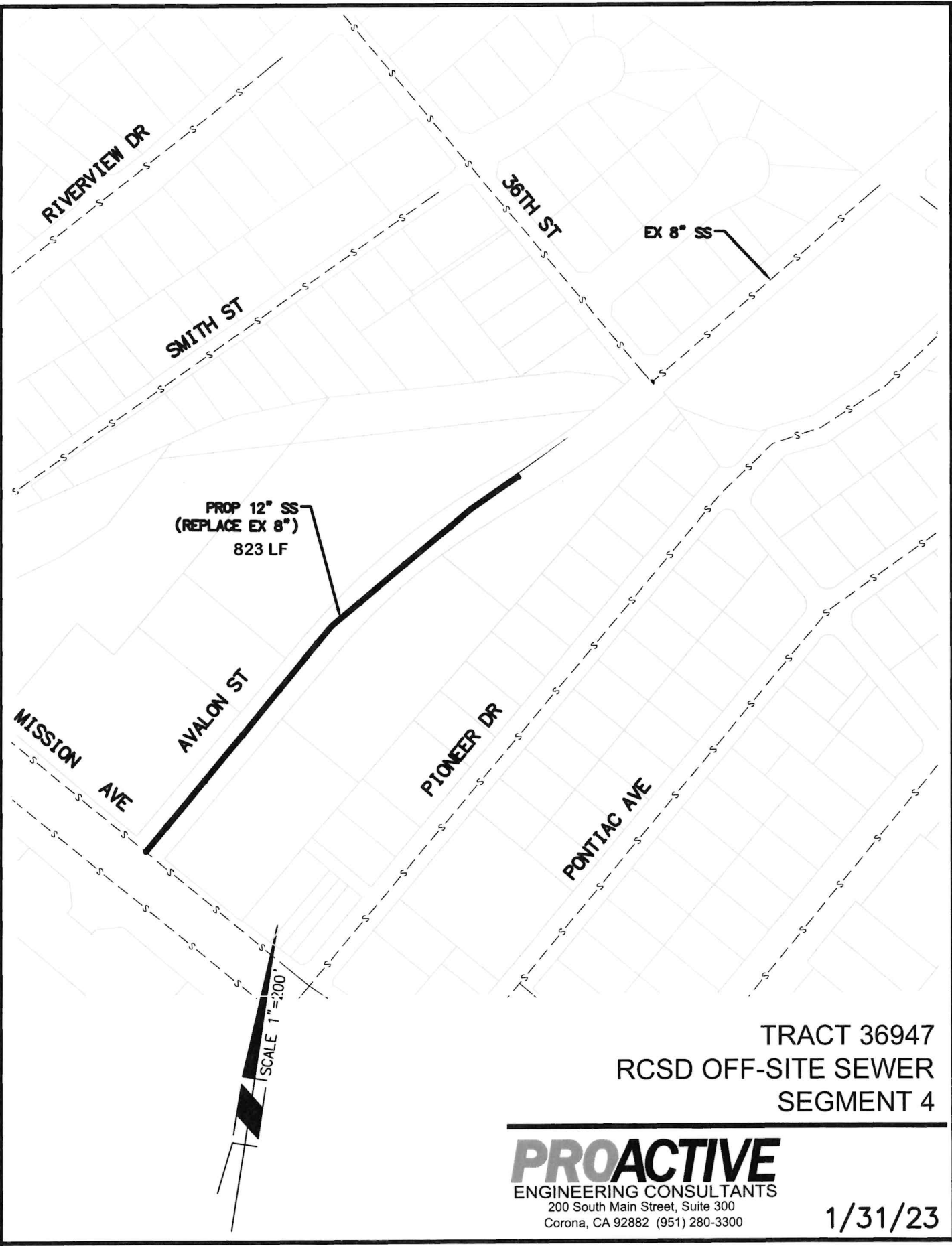


TRACT 36947
 RCSD OFF-SITE SEWER
 SEGMENT 3

PROACTIVE
 ENGINEERING CONSULTANTS
 200 South Main Street, Suite 300
 Corona, CA 92882 (951) 280-3300

12/16/22

Z:\10.067_EMERALD RIDGE\DRAWINGS\EXHIBITS\OFF-SITE SEWER - DWG



PROP 12" SS
(REPLACE EX 8")
823 LF

EX 8" SS

SCALE 1" = 200'

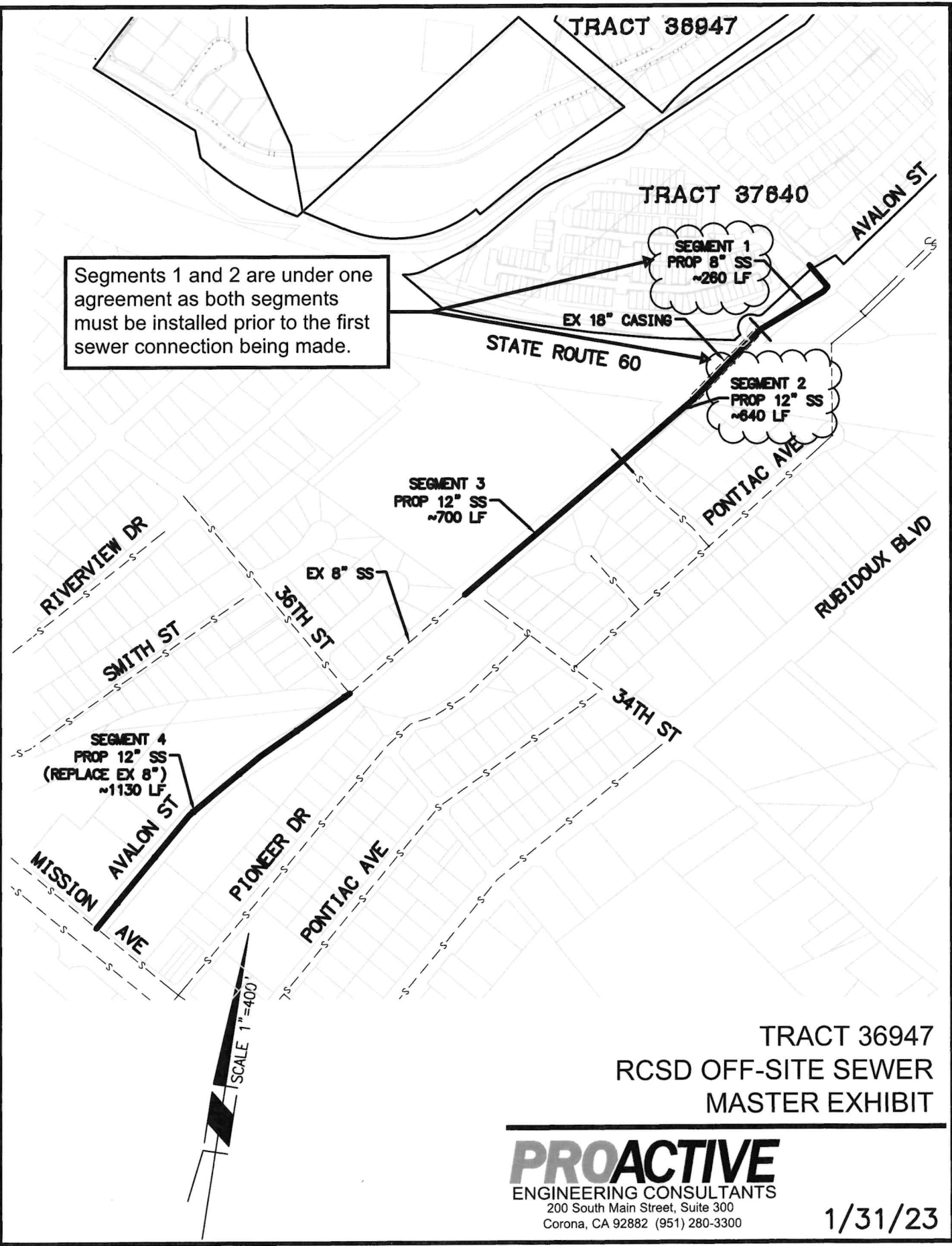
TRACT 36947
RCSD OFF-SITE SEWER
SEGMENT 4

PROACTIVE
ENGINEERING CONSULTANTS
200 South Main Street, Suite 300
Corona, CA 92882 (951) 280-3300

1/31/23

Z:\10.067_EMERALD RIDGE\DRAWINGS\EXHIBITS\OFF-SITE SEWER-.DWG

Segments 1 and 2 are under one agreement as both segments must be installed prior to the first sewer connection being made.



TRACT 36947
 RCSD OFF-SITE SEWER
 MASTER EXHIBIT

PROACTIVE
 ENGINEERING CONSULTANTS
 200 South Main Street, Suite 300
 Corona, CA 92882 (951) 280-3300

1/31/23

Z:\10.067_EMERALD RIDGE\DRAWINGS\EXHIBITS\OFF-SITE SEWER-.DWG

EXHIBIT D

Conveyance Documents

**RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:**

RUBIDOUX COMMUNITY
SERVICES DISTRICT
P.O. 3098
Rubidoux, CA 92519-3098

EXEMPT FROM RECORDING FEES PER GOVT.
CODE §6103
EXEMPT FROM DOCUMENTARY TRANSFER
TAX PER REV. & TAX CODE §11922

Space above this line for Recorder's use

GRANT DEED AND BILL OF SALE

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CENTURY COMMUNITIES OF CALIFORNIA, LLC, a Delaware limited liability company ("**Grantor**") hereby grants and conveys to RUBIDOUX COMMUNITY SERVICES DISTRICT, a public agency organized and existing under and by virtue of the Community Services District Law ("**Grantee**") all sewer improvements ("**RCSD Facilities**") which Grantor has constructed within the public street right-of-way commonly known as Avalon Street generally between Alta Street and Mission Boulevard, located in the City of Jurupa Valley, County of Riverside, State of California.

Plans of such RCSD Facilities are included with *Exhibit "A"*, attached hereto, and *Exhibit "B"* provides a written description of same, attached hereto.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO GRANT DEED AND BILL OF SALE]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: _____

GRANTOR:

CENTURY COMMUNITIES OF
CALIFORNIA, LLC
a Delaware limited liability company

By: _____

Name: _____

Title: _____

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)
County of Riverside)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT "B"

Description
of Location of
RCSD Facilities

DESCRIPTION OF FACILITIES

DETAILED DESCRIPTION.

**CERTIFICATE OF ACCEPTANCE OF AND CONSENT TO
GRANT DEED AND BILL OF SALE**

THIS IS TO CERTIFY that the attached Grant Deed and Bill of Sale for all sewer improvements which CENTURY COMMUNITIES OF CALIFORNIA, LLC, a Delaware limited liability company (“Grantor”) has constructed within the public street commonly known as Avalon Street between Alta Street and Mission Boulevard, is hereby accepted by the RUBIDOUX COMMUNITY SERVICES DISTRICT (“Grantee”) on the date set forth below. Grantee consents to the recordation thereof by its duly authorized officer. Grantee acknowledges and agrees that Grantee shall be responsible for ownership, operation and maintenance of such utility assets.

Date: _____, 2023

(SEAL)

RUBIDOUX COMMUNITY SERVICES DISTRICT

By: _____

Name: Brian Laddusaw

Its: General Manager

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)
County of Riverside)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT E

Maximum Reimbursement Amounts by Segment of Avalon Sewer Improvements

Section	Description	Length (+/-)	2021 Project Cost Per WWMP	Adjusted Project Costs Per WWMP
1	12" diameter Sewer Pipeline from intersection of Avalon Street and Alta Street to Station 16+54.98 (stub out at the end of Section 2 per District prepared plans)	190	\$ 75,870.80	\$ 75,870.80
2	10" and 12" diameter from Station 16+54.98 to the intersection of Avalon Street and Raye Street. Section includes removal of existing water pipeline in casing under 60 Freeway and reuse of casing for placement of new 10" diameter sewer pipeline. Section design paid by District	640	\$ 360,000.00	<District Costs for Design Paid To TKE>
3	12" diameter from intersection of Avalon Street and Raye Street to the intersection of Avalon Street and 34th Street	700	\$ 279,524.00	<District Costs for Design To Webb>
4	12" diameter from intersection of Avalon Street and 36th Street to the intersection of Avalon Street and Mission Blvd.	723	\$ 288,708.36	<District Costs for Design To Webb>

Notes:

a. 2021 Project Cost based on construction estimates as of September 2021

b. Maximum reimburseable Project Cost to be adjusted by the ratio of the ENR-CCI's using the September 2021 ENR-CCI Los Angeles of 13,212.48 as the denominator against the current ENR-CCR Los Angeles at the time of Section completion and acceptance by the District

c. Project Costs shown are the estimated construction cost times 1.4 where the 40% add is comprised of: 15% for contingencies + 15% for Engineering Fees + 10% for other costs (admin., permitting, etc.)

d. Project costs do not include land acquisition costs

e. Developer has submitted \$X of eligible reimbursable expenses associated with Section 2 for installed bore pits

19. Directors Comments – Non-action

20. Adjournment