

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, February 16, 2023, at 4:00 PM

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

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

Note the following:

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

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

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

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

+1 669 900 9128
+1 346 248 7799

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

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

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

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

1. Call to Order – Bernard Murphy, President
2. Pledge of Allegiance
3. Roll Call
4. Approval of Minutes for February 2, 2023, Regular Meeting
5. Consideration to Approve February 17, 2023, Salaries, Expenses and Transfers
6. Public Comment

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

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

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

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

ACTION ITEMS:

9. First Reading of Ordinance No. 2023-133, An Ordinance Establishing Board Member Stipends: **DM 2023-15**
10. Receive and File Statement of Cash Asset Schedule Report Ending January 2023: **DM 2023-16**
11. Consider Updates to Certain Policies of the Rubidoux Community Services District Employee Handbook: **DM 2023-17**
12. Consider California Special District Association Board of Directors Election Call for Nomination, Seat C – Southern Network For Term 2024-2026: **DM 2023-18**
13. Consider Amended Agreement To Provide Water To Rubidoux Community Services District: **DM 2023-19**
14. **CLOSED SESSION** – Pursuant to Government Code 54956.8: Real Property Negotiations

Property: Various Parcels within Tentative Tract Map 38318 and The District at Jurupa Valley Specific Plan for District Use as Well and Water Treatment Sites
Agency's Negotiator: Brian R. Laddusaw, General Manager, RCSD
Developer's Negotiator: Matthew Dugally, Principal, EM Ranch Owner, LLC
Under Negotiation: Amended Purchase Contract Terms

15. Directors Comments - Non-action
16. Adjournment

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

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

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

DIRECTORS ABSENT:

STAFF PRESENT: Brian Laddusaw, General Manager
Martha Perez, Customer Service/Accounts Payable Mgr.
Miguel Valdez, Director of Operations
Melissa Trujillo, Human Resources
Ted Beckwith, Director of Engineering

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

*It was requested Agenda Item 9 be moved up to before Agenda Item 7. There were no objections.

ITEM 4. APPROVAL OF MINUTES

Approval of Minutes for January 19, 2023, Board Meeting.

Director Trueba moved, and Director Skerbelis seconded to approve the January 19, 2023, Regular Board Minutes as presented.

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

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

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

Director Skerbelis moved, and Director Muniz seconded to Approve the February 3, 2023, Salaries, Expenses and Transfers.

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 6. PUBLIC ACKNOWLEDGE OF NON-AGENDA MATTERS

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

(ITEM 9 MOVED IN FRONT OF ITEM 7)

ITEM 9. Consider Adoption of Resolution No. 2023-901. DM 2023-10.

BACKGROUND

The District currently has a contract (“Contract”) with the California Public Employees Retirement System (“CalPERS”) to provide retirement benefits for all miscellaneous and safety employees. As part of the Contract, the District is obligated to pay any unfunded accrued liability (“UAL”) under each of the Pension Plans. UAL is the amount by which CalPERS is short of the amount that will be necessary, without further payments from the District, to pay benefits already earned by current and former employees covered by CalPERS (collectively, the “UAL Obligation”).

To better manage the District’s pension plans, staff is recommending the development of a pension management policy (the “Pension Management Policy”) to, among other things, set forth the following goals and objectives:

1. Establish, attain, and maintain targeted pension plan funding levels;
2. Provide sufficient assets to permit the payment of all benefits under the Pension Plans;
3. Seek to manage and control future contribution volatility to the extent reasonable possible;
4. Set forth all possible cost mitigation measures (“Mitigation Measures”) available to the District;
5. Strive to make Annual Discretionary Payments to accelerate UAL pay-down, reduce interest costs, and stabilize future payments;
6. Maintain the District’s sound financial position and creditworthiness;
7. Provide guidance in making annual budget decisions;
8. Create sustainable and fiscally sound future budgets;
9. Demonstrate prudent financial management practices; and
10. Ensure that pension funding decisions protect both current and future stakeholders.

ADOPTION OF A PENSION MANAGEMENT POLICY

The District's presently outstanding UAL liabilities for the District's miscellaneous pension plans are currently approximately 78% funded, while the District's safety pension plans are currently approximately 55% funded (collectively, the "Pension Plans"). However, each year, the possibility exists that CalPERS will accrue new pension liabilities due to several factors including but not limited to:

- Changes in actuarial assumptions and experience changes (e.g., changes in the discount rate, changes in demographic experience, etc.).
- Changes in actuarial gains and losses due to asset returns being higher or lower than expected.
- Changes in plan benefits.

On June 30th of each year, CALPERS completes a new actuarial valuation that will provide the District with a calculation of the District's total pension liability as of the new valuation date. Based on that annual valuation report, the District will then know whether it has developed any new UAL at that point in time.

In an effort to ensure that any future pension liabilities do not grow to unmanageable levels, staff has developed a proposed Pension Management Policy for Board consideration. If approved, the Pension Management Policy would require that any new increase or decrease in the liability resulting from the annual CalPERS actuarial valuation be explicitly identified each year during the budget cycle, and that the District consider making discretionary contributions with District resources (or other legally available resources), with the objectives of increasing each of the Pension Plan's funded status, be reducing the unfunded actuarially accrued liability, and reducing ongoing pension costs.

The Pension Management Policy will also provide guidance in making annual budget decisions, demonstrate prudent financial management practices, help create fiscally sustainable budgets for pensions in future years, and help reassure bond rating agencies and investors that the District is being proactive in the management of its fiscal affairs.

Andrew Flynn, Managing Director of CalMunicipal Advisors, gave a detailed presentation on Pension Unfunded Liability Overview.

Director Skerbelis moved, and Director Muniz seconded to adopt Resolution No. 2023-901, a Resolution Adopting an Unfunded Accrued Liability Pension Management Policy.

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 7. CORRESPONDENCE AND RELATED INFORMATION

There was an article from apnews.com regarding California winter storms boosting water allocations for cities.

ITEM 8. MANAGER'S REPORT

Operations Report:

Presented at the second Board Meeting of the month.

General Manager Brian Laddusaw gave an overview presentation of the Brown Act Updates since COVID and what is yet to come.

- Assembly Bill 361 was signed September 16, 2021, effective until January 1, 2024. This Bill provided a statutory exception, authorizing local agencies to use teleconferencing without complying with all the Brown Act's restrictions based on: A state of emergency is declared (pursuant to CA Govt. 8625). AND State or local officials have imposed or recommended measures to promote social distancing; or The local legislative body finds that meeting in person would present imminent risks to health and safety or safety of attendees. - Governor proclaimed **State of Emergency will end on February 28, 2023.**
- Assembly Bill 2449: Effective January 1, 2023, expires December 31, 2025; Roughly coinciding with the lifting of the current state of emergency, AB 2449 gives individual members of legislative bodies increased flexibility to participate in meetings via teleconference in the event of a personal emergency; Unlike AB 361, AB 2449 procedures do not require a state of emergency declaration.
 - Key Points Related to Board Attendance:
 - At least a quorum of the members must participate in person from a singular location identified on the agenda, which location will be open to the public and within the boundaries of the local agency;
 - A member may only teleconference for publicly disclosed "just cause" or in "emergency circumstances" approved by the legislative body;
 - A member may only teleconference for a limited number of meetings.

Notably, the bill sets rules for a Board member's remote participation, but agencies may continue to hold Zoom meetings at which the public participates remotely.

Restrictions: May not be used for a period of more than three consecutive months or 20% of the regular meetings within a calendar year.

- Just Cause:
 - Childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner.
 - A contagious illness that prevents member from attending in person.
 - A need related to a physical or mental disability.
 - Travel while on official business of the legislative body or another state or local agency.

- Emergency Circumstances:
 - A physical or family medical emergency that prevents a member from attending in person.

- Notice, agenda, and public access:
 - The legislative body must provide either a two-way audiovisual platform or a two-way telephonic service and a live webcasting of the meeting so the public may remotely hear, observe, and address the legislative body during the meeting.
 - The legislative body must provide notice and post agendas as otherwise required under the Brown Act and must indicate on the notice how the public may access the meeting and offer the availability to make comments.
 - The agenda must identify and include an opportunity for all persons to attend via a call-in option, an internet-based service option, and at the in-person location of the meeting.
 - The agenda does not need to be posted at all teleconferencing locations.
 - Public access only needs to be assured at the teleconference location identified as the singular location at which a quorum of the legislative body will conduct the meeting, and the notices and agenda do not need to list the individual remote locations that members of the legislative body might attend the meeting from.

Emergency and Fire Report:

Presented at the second Board Meeting of the month.

ITEM 10. Consider Adoption of Resolution No. 2023-900, a Resolution Which Amends the District’s Standard Conflict of Interest Code. DM 2023-11.

BACKGROUND

In 1990, the Rubidoux Community Services District (“District”) Board of Directors (“Board”) adopted Resolution No. 604 which designated District employees, agents, and consultants who could make recommendations or participate in the decision-making process regarding District projects which may have a material effect on financial interests. In 2004, staff reviewed Resolution No. 604 and revised the designation to reflect current employee titles, agents and consultants. In addition, the District adopted the Fair Political Practices Commission Standard Conflict of Interest Code with Resolution No. 742.

Pursuant to the Political Reform Act, every local government agency is required to review its conflict-of-interest code biennially. A conflict-of-interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700). Staff last amended the District’s Conflict of Interest Code and updated its Designated Employees and Categories List in 2022 with Resolution No. 2022-892.

Based on review of the District’s most recent Conflict of Interest Code by the County of Riverside’s general counsel, staff was informed the Conflict of Interest Code does not adequately set forth distinct disclosure categories for the District’s designated positions, titles, or functions. As a result, the County could not differentiate between designated positions with different

powers and responsibilities. The County advised the District to revise its Conflict of Interest Code to address this criteria. Staff worked with the County to amend the Conflict-of-Interest Code to meet their request and update it accordingly.

Attached to tonight’s Director’s Memorandum is Resolution No. 2023-900, a resolution of the District’s Board of Directors amending the District’s Standard Conflict of Interest Code. If adopted, the Resolution will supersede Resolution No. 2022-892 in its entirety.

Other Financial Considerations

Any cost to the District would be related to staff time spend on administrative tasks associated with amending the District’s Standard Conflict of Interest Code and preparing Resolution No. 2023-900.

Director Skerbelis moved, and Director Muniz seconded to adopt of Resolution No. 2023-900, a Resolution Adopting an Unfunded Accrued Liability Pension Management Policy.

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 11. Consider Language to Draft Ordinance No. 2023-133, an Ordinance Establishing Board Member Stipends. DM 2023-12.

BACKGROUND

The Rubidoux Community Services District (“District”) Board of Directors (“Directors”) last increased their compensation in calendar year 2020 pursuant to Resolution No. 2020-861. This set the Board’s stipend for regular, special, or emergency meetings at \$155.13 and committee meetings at \$63.81 with a maximum of (10) service days per month. In accordance with California Water Code Section 20201, to increase a Community Services District’s board compensation, it must be done via Ordinance and the increase may not exceed 5% for each calendar year.

Based on the annual income limiting criteria above, staff presented the following table with the DM 2023-5 at the prior Board meeting for Board consideration:

Calendar Year	Board Meeting	Per Mtg Increase	Committee Meeting	Per Mtg Increase
2020 (current)	\$ 155.13		\$ 63.81	
2021 (+5%)	\$ 162.89	\$ 7.76	\$ 67.00	\$ 3.19
2022 (+5%)	\$ 171.03	\$ 8.14	\$ 70.35	\$ 3.35
2023 (+5%)	\$ 179.58	\$ 8.55	\$ 73.87	\$ 3.52
		<u>\$ 24.45</u>		<u>\$ 10.06</u>

At the conclusion of staff's presentation on DM 2023-05, staff was directed by the Board to draft Ordinance No. 2023-05 with the following criteria:

1. Adjust current Board member stipend for regular, special, or emergency meetings to \$179.58 and committee meetings to \$73.87, the maximum allowed under current California Water Code.
2. Include annual automatic adjustments to the maximum allowed under the then applicable California Water Code, currently 5%, effective the beginning of each subsequent fiscal year, commencing July 1, 2024.

Attached to this Director's Memorandum is draft Ordinance No. 2023-133, which includes this criterion. Should the Board wish to proceed forward, Ordinance adoption must include a 1st and 2nd reading (minimum two weeks apart), public hearing, and 60 day delayed effective date. A potential Ordinance adoption schedule for the Board to consider is as follows:

1. February 16, 2023 – 1st Reading of Ordinance No. 2023-133
2. March 2, 2023 – 2nd Reading, **Public Hearing**, and Adoption of Ordinance No. 2023-133
3. May 1, 2023 – Effective Date of Ordinance No. 2023-133 (60 days past adoption)

Other Financial Considerations

Staff is unable to definitively quantify the financial implications of the adoption of Ordinance No. 2023-133 as Board stipends are dependent on Board attendance. At the Board's request, staff can estimate the budgetary effects of this increase based on historical attendance for regular and committee meetings.

After discussion from members of the Board, the following action took place:

Director Murphy moved, and Director Trowbridge seconded the Board of Directors to prepare Draft Ordinance No. 2023-133 with the following language:

1. **The increase would be the maximum amount by the law, with an automatic renewal and it will be effective as soon as possible. Subsequent years it will be July 1st.**

Roll call:

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

Noes – 0

Abstain – 1 (Skербelis)

Absent – 0

The motion was carried by majority vote.

ITEM 12. Consider Riverside Local Agency Formation Commission Call for Nomination – Regular Special District Member – Western Area. DM 2023-13.

BACKGROUND

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

On January 19, 2023, staff received correspondence from LAFCO indicating a vacancy of its Regular Special District Member – Western Area representative (Attachment A). The purpose of the correspondence was a call for nomination. The nomination period began Monday January 23, 2023, and will close Tuesday, February 21, 2023. Any Board of Director (“Director”) of the the District may be nominated to fill the position. The term of the western vacant position will run until May 4, 2026.

The process recommended for the Board to consider is as follows:

1. Determine which Director or Directors, if any, are interested in being considered for the western area vacancy by the District.
2. Deliberate and identify which Director from the District is to be nominated.
3. Authorize the Board President to sign on behalf of the District the Special District Selection Committee 2023 Western Region Nomination Form completed with the name of the District’s selected Board Member.

The Nomination Form is due to LAFCO no later than February 21, 2023. If LAFCO receives more than one nominee, LAFCO will send out to each Special District a ballot to vote for one of the nominees.

Attachment A goes 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 February 2, 2023.

Director Trueba nominated Director John Skerbelis for the LAFCO Special District Member – Western Area, and Director Muniz seconded the nomination, authorizing Board President Murphy to nominate a Director and sign the Special District Selection Committee 2023 Western Region Nomination Form.

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 13. Consider Expenditure of CalOES Community Power Resiliency Block Grant Funds and Reserve Funds to Purchase Generators from Quinn. DM 2023-14.

BACKGROUND

California Governor’s Office of Emergency Services (“Cal OES”) makes grant funds available for its Community Power Resiliency Program to help agencies mitigate power disruptions. Electrical power disruptions have become more frequent in response to fires attributed to electrical facility failures during high wind events. Now energy providers shut down power to areas where high winds are anticipated. This on one hand should help reduce the number of caused by downed electrical facilities, but on the other hand puts added pressure on water providers to maintain water service reliability. Rubidoux Community Services District (“District”) applied for and received a grand award of \$300,000. The District was notified of this award in March of 2021. The General Manager signed and the Board ratified signing the agreement with Cal OES at the April 1, 2021 Board meeting under Director’s Memorandum 2021-17. Under the terms of the grant award, among other things, required the funds be spent on power resiliency equipment, like generators, and originally required the funds be expended before October 31, 2021. Due to supply chain constraints the deadline to expend the funds was extended to March 1, 2023. If the funds are not utilized to procure the generators under the terms of the Grant, the District will have to return the funds to the State.

The District is placing generators on three sites: The Goldenwest Booster Station Site, the Well 1A Site and the Well 2 Site. Each generator has been appropriately sized for the specific electrical demands of the site on which they are placed. Of special consideration, Well 2 is located on the District’s current administrative building site adjacent to the Ina Arbuckle Elementary School. South Coast Air Quality Management District (“AQMD”) permit requirements do not allow placement of a diesel generator in close proximity to a school, so a natural gas generator is being specified.

The cost for all three generators using Source Well, including permitting through AQMD is as follows (invoices attached):

1. Goldenwest Booster Station Site	
Generator including AQMD Permit Processing	\$99,032.32
Sales Tax	7,675.01
Sub Total	\$106,707.36
2. Well 1A Site:	
Generator including AQMD Permit Processing	\$166,051.61
Sales Tax	12,869.00
Sub Total	\$178,920.61
3. Well 2 Site:	
Generator including AQMD Permit Processing	\$133,623.48
Sales Tax	10,355.82
Sub Total	\$143,979.30
Total:	\$429,607.27

The generator purchases are just one component of larger projects for the three aforementioned sites, which will include additional project costs at varying levels for engineering design, property acquisition, site work, concrete pads, and landscaping design per the City of Jurupa Valley's requirements. The full amount of these project costs are unknown at this time and staff will seek Board action at future meetings to appropriate these funds once known. For purposes of complying with the grant requirements, this Director's Memorandum only seeks to receive Board authorization to proceed with the generator purchases and make the appropriate budget amendments.

In the District's FY 2022-2023 Water Fund Budget, the District appropriated \$100,000 for these projects under line 76 'Cal OES: Grant Expense'. Through previous Board actions related to engineering design and feasibility efforts, of the original \$100,000, \$73,000 is unencumbered and available for use. To cover the full cost of the three generators including the money already appropriated, staff recommends the Board approve a budget amendment to the Water Fund Budget by adjusting line 76 from \$100,000 to \$460,000. The amount will cover the full cost of the generators of \$429,607.27 and work already awarded of \$27,000, rounded to \$460,000 to provide a small contingency. As the cost of the generators, \$429,607.27, exceeds the full amount of the grant award, \$300,000, staff recommends the Board authorize use of the entire grant award with the remaining generator costs covered by the Water Fund Operating Reserve. As of the writing of the Director's Memorandum, the District's Water Fund Operating Reserve has a balance of approximately \$2,780,000, which is sufficient to cover the amount of the generators not paid with grant monies.

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

- 1. Amend the Fiscal Year 2022-2023 Water Fund Budget line 76' Cal OES: Grant Expense' from \$100,000 to \$460,000.**
- 2. Authorize the use of Cal OES grant monies in the amount of \$300,000 and Water Fund Operating Reserve monies for the remaining balance to purchase the three generators.**
- 3. Expend a total of \$429,607.27 to Quinn for the purchase of the generators prior to March 1, 2023 in order to satisfy the terms of the grant.**

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 14. CLOSED SESSION – Pursuant to Government Code 54956.8: Real Property Negotiations

Property: Various Parcels within Tentative Tract Map 38318 and The District at Jurupa Valley Specific Plan for District Use as Well and Water Treatment Sites
Agency’s Negotiator: Brian R. Laddusaw, General Manager, RCSD
Developer’s Negotiator: Matthew Dugally, Principal, EM Ranch Owner, LLC
Under Negotiation: Purchase Contract Terms

BACKGROUND

The 2022 Rubidoux Community Services District (“District”) Water Master Plan (“Water Master Plan”) identifies three (3) new 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 north, 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 proposed mixed development ranging from multi-family, commercial and industrial speculation warehouses being developed by EM RANCH OWNER, LLC (“Developer”).

The new well sites are identified as Well 22, Well 23 and Well 24 in the Water Master Plan. The Project also abuts the District’s existing Leland Thompson Water Treatment Facility (“Thompson Plant”) on 34th Street. With acquisition and development of these new well sites the District will need additional property to install new treatment facilities for the raw water produced from the new wells. The District and Developer have collaborated on a Development Agreement (attached) for the District to acquire the new well sites and property owned by the Developer directly adjacent the Thompson Plant.

The current treatment process at the Thompson Plant for PFAS removal using Ion Exchange Vessels includes “forward flushing” which requires a location for discharge of the flushing effluent. In addition, existing District 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 owned by the Developer. Each time the District flushes it obtains a temporary access agreement from the Developer.

The Developer has available two parcels of land for new well sites within the Property and has these parcels identified on their Tentative Tract Map 38318 (“Map”) under review by the City of Jurupa Valley (“City”). The Developer also has available a parcel of land approximately one (1) acre in size which abuts the east property line of the Thompson Plant. The Developer has offered to transfer title of these two small well sites and the larger one acre parcel for District use to expand the Thompson Plant upon recordation of the Map.

These parcels are of interest to the District as they provide the land necessary to develop two out of the three well sites in the Water Master Plan and land to expand the Thompson Plant which is necessary to treat raw water from these new sources and potentially provides an area to develop a backwash supply tank for Manganese Filtration and a retention basin for forward flushing of the Ion Exchange PFAS Treatment on District owned property in which to discharge the flushing water.

The Development Agreement terms include the following:

1. Developer intends to convey Lot 10 on the Map, which is adject to and adjoining the Thompson Plant, to the District.
2. Developer intends to convey Lots 25 and 26 on the Map, which are to be utilized by the District for two future well sites identified in the Wate Master Plan.

The District will compensate the Developer for the parcels with Water Capacity Fee Credits equal to the fair market value of the property after due diligence is completed and the Map is recorded. The number of Water Capacity Fee Credits will be in the form of Equivalent Dwelling Units (“EDU”) where one EDU is defined as the flow attributed to one ¾” water meter. The total number of Water Capacity Fee Credit EDU’s will be determined by the fair market value of the properties as determined through agreed upon appraisal processes as outlined in the Development Agreement divided by the then current Water Capacity Fee. For example, if the fair market value of the property is \$100,000 the Water Capacity Fee Credits in EDUs using the current Water Capacity Fee of \$6,800/EDU would be 14.71 EDU (\$100,000 divided by \$6,800).

In anticipation of moving forward with acquisition of this Property, the Board approved under DM 2023-09 a Task Order with Webb and Associates to perform due diligence consisting of a Title Search and a Phase 1 Environmental study at such time as the Map is ready to record and the Developer can sell the parcels to the District. This Development Agreement only sets the terms identifying the parcels and the willingness of each party to enter into a future purchase agreement after appraisals are completed and the fair market value is agreed upon. Thereafter staff will bring back to the Board of Directors a Purchase Agreement.

District Counsel Harper has reviewed the Development Agreement and has no objections.

Discussion by Board President Murphy with Staff to consider the date of the proposal to be after the recordation of the Tract Map instead of after approval of the Tentative Tract Map. Staff to inquire to the developer as to the intent of this timing.

Director Skerbelis moved, and Director Trueba seconded the Board of Directors approved the Purchase Agreement.

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 15. Directors Comments

Directors Trueba and Murphy reported on the IE Works meeting he attended. They found it very informative for the high school students and beyond. Murphy talked about community service, internships, and paid apprenticeships. They also attended the interagency council meeting.

Director Murphy adjourned the meeting at 5:40 PM.

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

RUBIDOUX COMMUNITY SERVICES DISTRICT
 FEBRUARY 16, 2023 (BOARD MEETING)
FUND TRANSFER AUTHORIZATION

NET PAYROLL 2/17/23	68,000.00
WIRE TRANSFER: FEDERAL PAYROLL TAXES 2/20/23	27,500.00
WIRE TRANSFER: STATE PAYROLL TAXES 2/20/23	6,000.00
WIRE TRANSFER: TO CREDIT UNION	3,000.00
WIRE TRANSFER: PERS RETIREMENT	18,152.00
WIRE TRANSFER: SECTION 125	244.00
WIRE TRANSFER: SECTION 457 AND 401(A)	1,802.00

CHECKING ACCOUNT TRANSFERS FOR ACCOUNTS PAYABLE:

2/17/2023 WATER FUND TO GENERAL FUND-Payables	510,706.61
WATER FUND TO GENERAL FUND-Trash	173,669.41
WATER FUND TO SEWER FUND	110,824.43
 SEWER FUND TO GENERAL FUND-Payables	 155,058.54

INTERFUND TRANSFERS:

2/17/2023 SEWER FUND CHECKING TO LAIF SEWER OP	-
SEWER FUND CHECKING TO LAIF SEWER ML	-
SEWER FUND CHECKING TO GENERAL FUND CHECKING	-
SEWER FUND CHECKING TO WATER FUND CHECKING	-
LAIF SEWER OP TO SEWER FUND CHECKING	44,000.00
LAIF WASTEWATER REPLACEMENT TO LAIF SEWER OP	-
GENERAL FUND CHECKING TO LAIF PROP TAX	460,000.00
GENERAL FUND CHECKING TO LAIF FIRE MITIGATION	-
GENERAL FUND PROP TAX TO GENERAL FUND CHECKING	675,000.00
LAIF PROPERTY TAX TO GENERAL FUND CHECKING	-
LAIF FIRE MITIGATION TO LAIF PROPERTY TAX	28,288.00
LAIF PROJECT ADMIN BLDG TO LAIF PROPERTY TAX	2,279.50
WATER FUND CHECKING TO LAIF-COP PAYBACK	-
LAIF WATER ML TO LAIF WATER OPS	-
LAIF WATER OP TO WATER FUND CHECKING	255,000.00
LAIF WATER GRANT TO LAIF WATER OP	303,503.02
LAIF WATER OP TO LAIF WATER ML	-
LAIF WATER RESERVE TO LAIF WATER OP	-
LAIF WATER REPLACE TO LAIF WATER OP	-
LAIF WATER OP TO LAIF WATER RESERVE	-
LAIF PROJECT FIELD BLDG TO LAIF WATER OP	510.86
WATER FUND CHECKING TO SRF RESERVE ACCOUNT	-

NOTES PAYABLE

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

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17	CALMUTUALS / CALIFORNIA ASSOC. MUTUAL WTR	01/25/2023	N	N	✓		02/24/2023 ✓ 01/25/2023	02607 ✓ \$0.00
2023 DUES								\$500.00 ✓
02/16/2023 ✓								
18	CALIFORNIA UNDERGROUND / CALIF UNDERGROUN	02/01/2023	N	N	✓		03/03/2023 ✓ 02/01/2023	22-2302723 ✓ \$0.00
UNDERGROUND SFTY BD								\$37.82 ✓
02/16/2023 ✓								
19	CARQUEST AUTO PARTS / CARQUEST AUTO PARTS	01/30/2023	N	N	✓		03/01/2023 ✓ 01/30/2023	7456-511609 ✓ \$0.00
R&M TRUCK								\$55.56 ✓
02/16/2023 ✓								
20	CARQUEST AUTO PARTS / CARQUEST AUTO PARTS	01/31/2023	N	N	✓		03/02/2023 ✓ 01/31/2023	7456-511723 ✓ \$0.00
SUPPLIES								\$26.49 ✓
02/16/2023 ✓								
21	DEGRAVE / DEGRAVE COMMUNICATIONS	02/01/2023	N	N	✓		03/03/2023 02/01/2023	677 \$0.00
COMMUNICATION AUDIT								\$1,250.00 ✓
02/16/2023 ✓								
22	UNDERGROUND SERVICE ALERT / UNDERGROUND :	02/01/2023	N	N	✓		03/03/2023 ✓ 02/01/2023	120230574 ✓ \$0.00
DIG ALERT								\$141.25 ✓
02/16/2023 ✓								
23	EVERSOFT / EVERSOFT	02/01/2023	N	N	✓		03/03/2023 ✓ 02/01/2023	R2330334 ✓ \$0.00
SFTNR RNTL								\$803.44 ✓
02/16/2023 ✓								
24	FERGUSON / FERGUSON ENTERPRISE INC #1350	01/24/2023	N	N	✓		02/23/2023 ✓ 01/24/2023	0820184 ✓ \$0.00
FIRE HYDRANT								\$4,078.13 ✓
02/16/2023 ✓								
25	GEOTAB / GEOTAB USA, INC	01/31/2023	N	N	✓		03/02/2023 ✓ 01/31/2023	IN328727 ✓ \$0.00
JAN. TRK TRCKER								\$415.00 ✓
02/16/2023 ✓								
26	GONZALES / GONZALES, MICHAEL	01/25/2023	N	N	✓		02/24/2023 ✓ 01/25/2023	20230125 ✓ \$0.00
CONT'D EDU								\$154.08 ✓
02/16/2023 ✓								
27	HARPER BURNS LLP / HARPER & BURNS LLP	02/01/2023	N	N	✓		03/03/2023 ✓ 02/01/2023	020123.A ✓ \$0.00
JAN. LGL SVC								\$3,450.00 ✓
02/16/2023 ✓								
28	HARPER BURNS LLP / HARPER & BURNS LLP	02/01/2023	N	N	✓		03/03/2023 ✓ 02/01/2023	020123.B ✓ \$0.00
CITY RVSDS APPEAL								\$150.00 ✓
02/16/2023 ✓								
29	HOME DEPOT / HOME DEPOT CREDIT SERVICES	01/27/2023	N	N	✓		02/26/2023 ✓ 01/27/2023	027651/5085211 ✓ \$0.00
SUPPLIES								\$239.94 ✓
02/16/2023 ✓								
30	IE ALARM SYSTEMS / IE ALARM SYSTEMS	01/20/2023	N	N	✓		02/19/2023 ✓ 01/20/2023	229612 ✓ \$0.00
MONITORING SVC								\$103.95 ✓
02/16/2023 ✓								
31	IE ALARM SYSTEMS / IE ALARM SYSTEMS	01/20/2023	N	N	✓		02/19/2023 ✓ 01/20/2023	229611 ✓ \$0.00
ALARM INST. 5473 MISS								\$1,894.11 ✓
02/16/2023 ✓								
32	INDUSTRIAL FIRE / INDUSTRIAL FIRE PROTECTION	01/25/2023	N	N	✓		02/24/2023 ✓ 01/25/2023	EE06790 ✓ \$0.00
R&M FIRE EXT.								\$1,256.30 ✓
02/16/2023 ✓								

3,600

*020123.A ✓
020123.B ✓
\$3,450.00 ✓
\$150.00 ✓*

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33	INLAND WATER WORKS / INLAND WATER WORKS SU							S1061540.001 ✓
	POLYMER PARTS/BOX	01/24/2023 ✓	N	N		02/23/2023 ✓	01/24/2023	\$0.00
02/16/2023 ✓					N			\$3,432.42 ✓
34	KH METALS / KH METALS & SUPPLY ✓							0626169-IN ✓
	PARTS	01/25/2023 ✓	N	N		02/24/2023 ✓	01/25/2023	\$0.00
02/16/2023 ✓					N			\$12.57 ✓
35	KH METALS / KH METALS & SUPPLY ✓							0626243-IN ✓
	PARTS	01/25/2023 ✓	N	N		02/24/2023 ✓	01/25/2023	\$0.00
02/16/2023 ✓					N			\$44.45 ✓
36	LEGEND PUMP / LEGEND PUMP & WELL ✓							57679 ✓
	WELL#4REP.GSKT	01/23/2023 ✓	N	N		02/22/2023 ✓	01/23/2023	\$0.00
02/16/2023 ✓					N			\$1,400.00 ✓
37	CLA-VAL / CLA-VAL ✓							861517 ✓
	R&M PUMP VALVES	01/27/2023 ✓	N	N		02/26/2023 ✓	01/27/2023	\$0.00
02/16/2023 ✓					N			\$1,673.14 ✓
38	FERGUSON / FERGUSON ENTERPRISE INC #1350 ✓							0820492 ✓
	PARTS	01/27/2023 ✓	N	N		02/26/2023 ✓	01/27/2023	\$0.00
02/16/2023 ✓					N			\$625.96 ✓
39	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI ✓							012M2726 ✓
	PARTS	02/02/2023 ✓	N	N		03/04/2023 ✓	02/02/2023	\$0.00
02/16/2023 ✓					N			\$1,117.08 ✓
40	JOSE'S GLASS & SCREEN SERVICE / JOSE'S GLASS ✓							165144 ✓
	OFC.WINDOW REAPIR	01/30/2023 ✓	N	N		03/01/2023 ✓	01/30/2023	\$0.00
02/16/2023 ✓					N			\$557.81 ✓
41	KH METALS / KH METALS & SUPPLY ✓							0626790-IN ✓
	PARTS	01/31/2023 ✓	N	N		03/02/2023 ✓	01/31/2023	\$0.00
02/16/2023 ✓					N			\$10.44 ✓
42	MASTER'S / MASTER'S SERVICES (GLACIER) ✓							00000662645 ✓
	BTL WTR	02/01/2023 ✓	N	N		03/03/2023 ✓	02/01/2023	\$0.00
02/16/2023 ✓					N			\$79.00 ✓
43	MERIT OIL / MERIT OIL COMPANY ✓							756802 ✓
	GASOLINE	01/25/2023 ✓	N	N		02/09/2023 ✓	01/25/2023	\$0.00
02/16/2023 ✓					N			\$1,107.68 ✓
44	MERIT OIL / MERIT OIL COMPANY ✓							758556 ✓
	DIESEL	02/02/2023 ✓	N	N		02/17/2023 ✓	02/02/2023	\$0.00
02/16/2023 ✓					N			\$467.10 ✓
45	MCMASTER-CARR / McMASTER-CARR SUPPLY CO ✓							91469844 ✓
	SHIM SET	01/23/2023 ✓	N	N		02/22/2023 ✓	01/23/2023	\$0.00
02/16/2023 ✓					N			\$208.64 ✓
46	MCVEIGH, PATRICIA / McVEIGH, PATRICIA C ✓							66 ✓
	MINUTES NOV22-JAN23	01/27/2023 ✓	N	N		02/26/2023 ✓	01/27/2023	\$0.00
02/16/2023 ✓					N			\$1,375.00 ✓
47	MUNKSGAARD DBA CENTER ELECT / MUNKSGAARD ✓							10483 ✓
	PUMP NO3	01/21/2023 ✓	N	N		02/20/2023 ✓	01/21/2023	\$0.00
02/16/2023 ✓					N			\$141.67 ✓
48	MUNKSGAARD DBA CENTER ELECT / MUNKSGAARD ✓							10484 ✓
	THMPSON MTR	01/21/2023 ✓	N	N		02/20/2023 ✓	01/21/2023	\$0.00
02/16/2023 ✓					N			\$354.18 ✓

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GL Date					Credit Card	CC Reference #		Total Invoice
49	MV ENGINEERING SERVICES, INC / MV ENGINEERING	02/02/2023	N	N				2023-01
	ADM. ASSISTANCE					03/04/2023	02/02/2023	\$0.00
02/16/2023					N			\$1,632.00
50	MV ENGINEERING SERVICES, INC / MV ENGINEERING	02/02/2023	N	N				2023-02
	DEV. SERVICES					03/04/2023	02/02/2023	\$0.00
02/16/2023					N			\$3,966.00
51	RELIABLE / RELIABLE WORKPLACE SOLUTIONS	01/24/2023	N	N				230124-0003
	OFC.KYOCERA					02/23/2023	01/24/2023	\$0.00
02/16/2023					N			\$12.01
52	RELIABLE / RELIABLE WORKPLACE SOLUTIONS	01/24/2023	N	N				230124-0006
	COPIER USG					02/23/2023	01/24/2023	\$0.00
02/16/2023					N			\$101.74
53	RELIABLE / RELIABLE WORKPLACE SOLUTIONS	01/24/2023	N	N				230124-0007
	COPIER USAGE					02/23/2023	01/24/2023	\$0.00
02/16/2023					N			\$6.20
54	RELIABLE / RELIABLE WORKPLACE SOLUTIONS	01/24/2023	N	N				230124-0008
	PRINTER USG					02/23/2023	01/24/2023	\$0.00
02/16/2023					N			\$32.88
55	RIVERSIDE CITY / RIVERSIDE CITY	01/24/2023	N	N				00269120.A
	DEC TRTMNT					02/24/2023	01/24/2023	\$0.00
02/16/2023					N			\$117,283.92
56	RIVERSIDE CITY / RIVERSIDE CITY	01/24/2023	N	N				00269120.B
	DEC.SRCHG					02/24/2023	01/24/2023	\$0.00
02/16/2023					N			\$21,107.20
57	ROYAL INDUSTRIAL / ROYAL INDUSTRIAL SOLUTIONS	01/26/2023	N	N				6441-1079652
	SUPPLIES					02/25/2023	01/26/2023	\$0.00
02/16/2023					N			\$146.61
58	SOCAL JCB / SOCAL JCB	01/30/2023	N	N				12559
	R&M TRUCK					03/01/2023	01/30/2023	\$0.00
02/16/2023					N			\$78.93
59	SCE / SCE	01/06/2023	N	N				23J700040982544
	MAIN OFFICE					02/05/2023	01/06/2023	\$0.00
02/16/2023					N			\$1,080.28
60	SCE / SCE	01/26/2023	N	N				23J700456862263.A
	WTR PMP ENRGY					02/25/2023	01/26/2023	\$0.00
02/16/2023					N			\$41,918.15
61	SCE / SCE	01/26/2023	N	N				23J700456862263.B
	NO3 PH ENRGY					02/25/2023	01/26/2023	\$0.00
02/16/2023					N			\$9,395.98
62	SCE / SCE	01/26/2023	N	N				23J700456862263.C
	FIELD OFC.UTLTY					02/25/2023	01/26/2023	\$0.00
02/16/2023					N			\$170.11
63	STREAMLINE_DIGITAL / STREAMLINE	02/01/2023	N	N				B89E97D4-0027
	FEB.WEBSITE					03/03/2023	02/01/2023	\$0.00
02/16/2023					N			\$400.00
64	SCG / THE GAS COMPANY	02/03/2023	N	N				23F05925730565
	FIRE STN UTLTY					02/24/2023	02/03/2023	\$0.00
02/16/2023					N			\$1,037.57

4138,391.12

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GL Date					Credit Card	CC Reference #		Total Invoice
65	SCG / THE GAS COMPANY ✓	02/03/2023 ✓	N	N		02/24/2023 ✓	02/03/2023	23F17882256005 ✓
	MAIN OFC UTLTY							\$0.00
02/16/2023 ✓					N			\$668.66 ✓
66	SCG / THE GAS COMPANY ✓	02/03/2023 ✓	N	N		02/24/2023 ✓	02/03/2023	23F01302181001 ✓
	FIELD OFC. UTLTY							\$0.00
02/16/2023 ✓					N			\$55.32 ✓
67	SCG / THE GAS COMPANY ✓	02/03/2023 ✓	N	N		02/24/2023 ✓	02/03/2023	23F12013321489 ✓
	5473 OFC UTLTY							\$0.00
02/16/2023 ✓					N			\$14.08 ✓
68	WEST COAST SAFETY SUPPLY / WEST COAST SAFE ✓	01/16/2023 ✓	N	N		02/15/2023 ✓	01/16/2023	INV-000021 ✓
	SANITIZER							\$0.00
02/16/2023 ✓					N			\$320.65 ✓
69	WESTERN MUNICIPAL WATER / WESTERN MUNICIPA ✓	02/01/2023 ✓	N	N		03/03/2023 ✓	02/01/2023	RI4559 ✓
	FEB.23 BRINE							\$0.00
02/16/2023 ✓					N			\$749.94 ✓
70	YO FIRE / YO FIRE ✓	01/31/2023 ✓	N	N		03/02/2023 ✓	01/31/2023	2021160 ✓
	PARTS							\$0.00
02/16/2023 ✓					N			\$704.70 ✓
71	YO FIRE / YO FIRE ✓	01/30/2023 ✓	N	N		03/01/2023 ✓	01/30/2023	2021182 ✓
	PARTS							\$0.00
02/16/2023 ✓					N			\$368.51 ✓
72	YO FIRE / YO FIRE ✓	01/30/2023 ✓	N	N		03/01/2023 ✓	01/30/2023	2021216 ✓
	PARTS							\$0.00
02/16/2023 ✓					N			\$3,078.02 ✓
73	ACORN / ACORN TECHNOLOGY SERVICE ✓	02/01/2023 ✓	N	N		03/03/2023 ✓	02/01/2023	96547 ✓
	FEB. IT SUPT.							\$0.00
02/16/2023 ✓					N			\$4,080.00 ✓
74	AIRGAS / AIRGAS USA, LLC ✓	01/26/2023 ✓	N	N		02/25/2023 ✓	01/26/2023	9134364548 ✓
	TNK RNTL							\$0.00
02/16/2023 ✓					N			\$138.81 ✓
75	AKELA / AKELA PEST CONTROL INC ✓	02/06/2023 ✓	N	N		03/08/2023 ✓	02/06/2023	013129871 ✓
	PEST CONTROL							\$0.00
02/16/2023 ✓					N			\$174.00 ✓
76	ALADDIN / ALADDIN CLEANING SVC INC ✓	02/01/2023 ✓	N	N		03/03/2023 ✓	02/01/2023	20230201 ✓
	FEB. CLNG SVC							\$0.00
02/16/2023 ✓					N			\$1,579.00 ✓
77	AMERICAN RENTALS / AMERICAN RENTALS ✓	01/26/2023 ✓	N	N		02/25/2023 ✓	01/26/2023	522681 ✓
	FORKLIFT RENTAL							\$0.00
02/16/2023 ✓					N			\$738.57 ✓
78	AQUA METRIC SALES / AQUA METRIC SALES CO ✓	02/02/2023 ✓	N	N		03/04/2023 ✓	02/02/2023	INV0093058 ✓
	1 1/2" METERS							\$0.00
02/16/2023 ✓					N			\$1,333.95 ✓
79	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	02/02/2023 ✓	N	N		03/04/2023 ✓	02/02/2023	CB30170-0267 ✓
	WTR ANALYSES							\$0.00
02/16/2023 ✓					N			\$130.00 ✓
80	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	02/03/2023 ✓	N	N		03/05/2023 ✓	02/03/2023	CB30209-0267 ✓
	WTR ANALYSES							\$0.00
02/16/2023 ✓					N			\$81.00 ✓

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81	CALIFORNIA DEBT AND INVESTMENT ADVISORY COM	12/01/2022	N	N		12/31/2022	12/01/2022	30891
2022-1258 FEE								\$0.00
02/16/2023				N				\$896.25
82	CALIFORNIA MUNICIPAL ADVISORS, LLC / CALIFORNI	02/03/2023	N	N		03/05/2023	02/03/2023	2023-004
CONSULT/CALPERS								\$0.00
02/16/2023				N				\$5,700.00
83	CHASE CARD SERVICES / CHASE CARD SERVICES	01/17/2023	N	N		02/11/2023	01/17/2023	23J77049795.A
LUNCHEON/MEETING								\$0.00
02/16/2023				N				(\$459.32)
84	CHASE CARD SERVICES / CHASE CARD SERVICES	01/17/2023	N	N		02/11/2023	01/17/2023	23J77049795.B
RECRUITMENT								\$0.00
02/16/2023				N				\$499.00
85	CHASE CARD SERVICES / CHASE CARD SERVICES	01/17/2023	N	N		02/11/2023	01/17/2023	23J77049795.C
TRAINING/KIT								\$0.00
02/16/2023				N				\$260.88
86	CHASE CARD SERVICES / CHASE CARD SERVICES	01/17/2023	N	N		02/11/2023	01/17/2023	23J77049795.D
PAMPHLET KIT								\$0.00
02/16/2023				N				\$140.70
87	CHASE CARD SERVICES / CHASE CARD SERVICES	01/17/2023	N	N		02/11/2023	01/17/2023	23J77049795.E
SUPPLIES								\$0.00
02/16/2023				N				\$215.62
88	CHASE CARD SERVICES / CHASE CARD SERVICES	01/17/2023	N	N		02/11/2023	01/17/2023	23J77049795.F
WINDOW SCREENS								\$0.00
02/16/2023				N				\$260.00
89	CHASE CARD SERVICES / CHASE CARD SERVICES	01/17/2023	N	N		02/11/2023	01/17/2023	23J77049795.G
LUNCH MEETING								\$0.00
02/16/2023				N				\$283.56
90	CHASE CARD SERVICES / CHASE CARD SERVICES	01/17/2023	N	N		02/11/2023	01/17/2023	23J77049795.H
UMBRELLA								\$0.00
02/16/2023				N				\$36.61
91	CHASE CARD SERVICES / CHASE CARD SERVICES	01/17/2023	N	N		02/11/2023	01/17/2023	23J77049795.I
TRAINING								\$0.00
02/16/2023				N				\$396.82
92	CHASE CARD SERVICES / CHASE CARD SERVICES	01/17/2023	N	N		02/11/2023	01/17/2023	23J77049795.J
RECRUITMENT								\$0.00
02/16/2023				N				\$100.00
93	DURNEY DON / DURNEY, DON	02/06/2023	N	N		02/06/2023	02/06/2023	20230206
GRDNG/WD ABATE								\$0.00
02/16/2023				N				\$1,570.00
94	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI	01/31/2023	N	N		03/02/2023	01/31/2023	012M2700
4" VALVE								\$0.00
02/16/2023				N				\$3,024.35
95	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI	01/31/2023	N	N		03/02/2023	01/31/2023	012M2701
PARTS								\$0.00
02/16/2023				N				\$365.58
96	HOUSTON HARRIS / HOUSTON & HARRIS PCS, INC.	01/31/2023	N	N		03/02/2023	01/31/2023	23-25029
HYDROWASH								\$0.00
02/16/2023				N				\$8,231.50

41,733.87

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PO Number		Immediate GL Account	Immediate GL Account	Check #	Check #		Payment Date	Discount
GL Date				Credit Card	CC Reference #			Total Invoice
97	HOUSTON HARRIS / HOUSTON & HARRIS PCS, INC. ✓	01/31/2023 ✓	N	N		03/02/2023 ✓	01/31/2023	23-25033 ✓
	HYDROWASH							\$0.00
02/16/2023 ✓				N				\$7,307.00 ✓
98	J THAYER / J THAYER COMPANY, INC. ✓	02/03/2023 ✓	N	N		03/05/2023 ✓	02/03/2023	1633695-0 ✓
	SUPPLIES							\$0.00
02/16/2023 ✓				N				\$565.08 ✓
99	LILLESTRAND / LILLESTRAND LEADERSHIP CONSULTING-BECKWITH ✓	01/31/2023 ✓	N	N		03/02/2023 ✓	01/31/2023	7778 ✓
	CONSULTING-BECKWITH							\$0.00
02/16/2023 ✓				N				\$238.75 ✓
100	SCE / SCE ✓	02/03/2023 ✓	N	N		02/23/2023 ✓	02/03/2023	23F600000522796 ✓
	STRT LIGHTS							\$0.00
02/16/2023 ✓				N				\$14,750.80 ✓
101	THE PRESS-ENTERPRISE / THE PRESS ENTERPRISE ✓	02/07/2023 ✓	N	N		03/09/2023 ✓	02/07/2023	20230207 ✓
	SUBSCRIPTION							\$0.00
02/16/2023 ✓				N				\$164.77 ✓
102	QUINN CAT / QUINN CAT / MACHINERY ✓	01/05/2023 ✓	N	N		02/04/2023 ✓	01/05/2023	E7230501 ✓
	GENERATOR							\$0.00
02/16/2023 ✓				N				\$178,920.61 ✓
103	QUINN CAT / QUINN CAT / MACHINERY ✓	01/05/2023 ✓	N	N		02/04/2023 ✓	01/05/2023	E7230601 ✓
	GENERATOR							\$0.00
02/16/2023 ✓				N				\$106,707.36 ✓
104	QUINN CAT / QUINN CAT / MACHINERY ✓	01/05/2023 ✓	N	N		02/04/2023 ✓	01/05/2023	E7230701 ✓
	GENERATOR							\$0.00
02/16/2023 ✓				N				\$143,979.30 ✓
105	WATER RESOURCES / WATER RESOURCES ECONOM ✓	02/02/2023 ✓	N	N		05/03/2023 ✓	02/02/2023	0000166 ✓
	JAN.COSS							\$0.00
02/16/2023 ✓				N				\$150.01 ✓
106	EAGLE / EAGLE ROAD SVC & TIRE ✓	02/03/2023 ✓	N	N		03/05/2023 ✓	02/03/2023	1-197679 ✓
	R&M TRUCK							\$0.00
02/16/2023 ✓				N				\$307.19 ✓
107	EVOQUA / EVOQUA WATER TECH LLC ✓	12/29/2022 ✓	N	N		01/28/2023 ✓	12/29/2022	905663333 ✓
	SVC/REPAIR							\$0.00
02/16/2023 ✓				N				\$15,850.00 ✓
108	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRIAL ✓	02/03/2023 ✓	N	N		03/05/2023 ✓	02/03/2023	012M2754 ✓
	PARTS							\$0.00
02/16/2023 ✓				N				\$358.88 ✓
109	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRIAL ✓	02/03/2023 ✓	N	N		03/05/2023 ✓	02/03/2023	012M2755 ✓
	PARTS							\$0.00
02/16/2023 ✓				N				\$311.20 ✓
110	OAK HILLS CONTRACTORS, INC / OAK HILLS CONTR. ✓	01/12/2023 ✓	N	N		02/11/2023 ✓	01/12/2023	1694 ✓
	PERIMETER FENCE							\$0.00
02/16/2023 ✓				N				\$28,288.00 ✓
111	RELIABLE WATER SOLUTIONS / RELIABLE WATER SC ✓	09/29/2022 ✓	N	N		10/29/2022 ✓	09/29/2022	1478 ✓
	PM ANALYZERS							\$0.00
02/16/2023 ✓				N				\$9,335.00 ✓
112	SPECTRUM / SPECTRUM BUSINESS ✓	02/06/2023 ✓	N	N		03/08/2023 ✓	02/06/2023	0023130020623 ✓
	INT.SVC FEB23							\$0.00
02/16/2023 ✓				N				\$345.94 ✓

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

2/7/2023 12:13:49 PM

Page 8

Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Due Date	Discount Date	Invoice #	
PO Number		Immediate GL Account			Check #		Payment Date	Discount	
GL Date					Credit Card	CC Reference #		Total Invoice	
113	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓	02/07/2023 ✓	N	N				0126-020623.A ✓	
COMM TRSH						03/09/2023	02/07/2023	\$0.00	
02/16/2023 ✓					N			\$47,724.16 ✓	
114	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓	02/07/2023 ✓	N	N				0126-020623.B ✓	
RES.TRSH						03/09/2023	02/07/2023	\$0.00	
02/16/2023 ✓					N			\$125,945.25 ✓	
115	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓	02/07/2023 ✓	N	N				0126-020623.C ✓	
RCSD TRSH						03/09/2023	02/07/2023	\$0.00	
02/16/2023 ✓					N			(\$6,204.14) ✓	
116	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓	02/07/2023 ✓	N	N				0126-020623.D ✓	
RCSD SHR RES						03/09/2023	02/07/2023	\$0.00	
02/16/2023 ✓					N			(\$3,219.91) ✓	
Grand Totals									
								Total Direct Expense:	\$945,785.21
								Total Direct Expense Adj:	(\$9,883.37)
								Total Non-Electronic Transactions:	\$935,901.84

8104,245.36

Report Summary

Report Selection Criteria

Report Type: Condensed

Transaction Number: Start End

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

7. Correspondence and Related Information:

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

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

Water and Wastewater Production Comparison

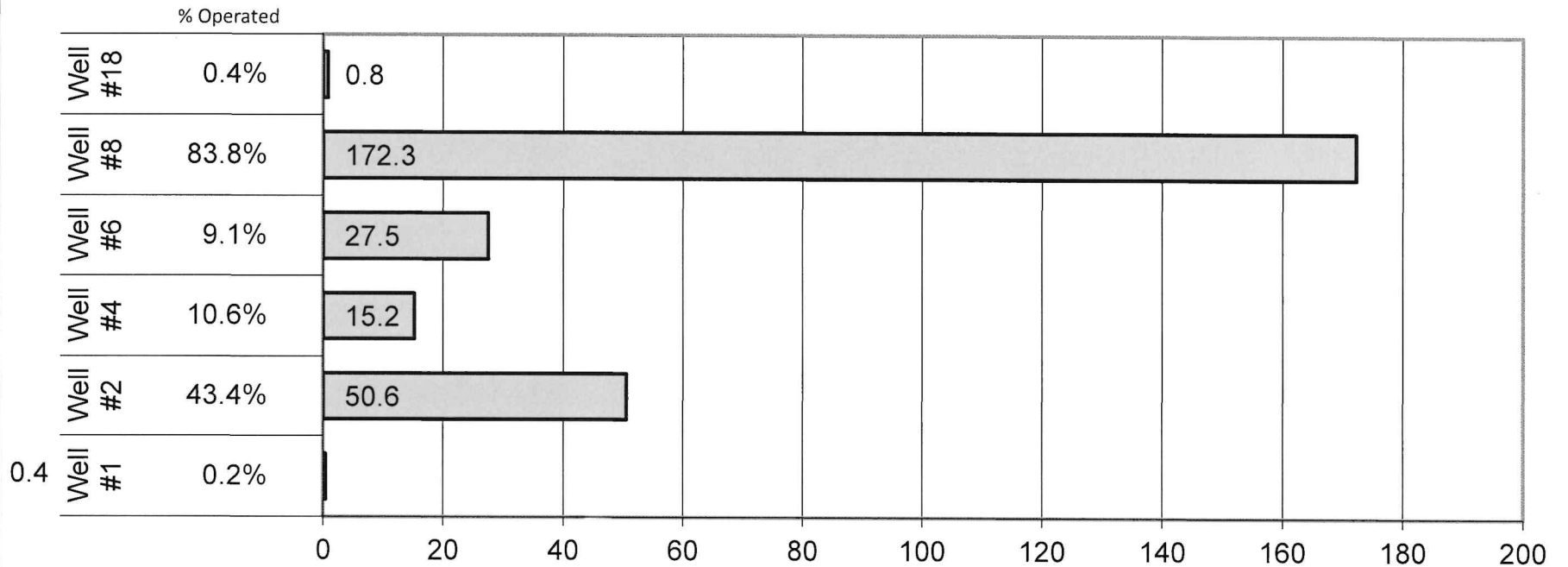
Date	TOTAL WELL PRODUCTION in Million Gallons					Consumption to	WASTEWATER
	Purchased	Potable Wells	Potable Total	Non-Potable Wells	Total	JURUPA C.S.D. (Million Gallons)	FLOW TO RIVERSIDE (Million Gallons)
1/1/2023	0.00	2.72	2.72	0.12	2.83	0.00	1.77
1/2/2023	0.00	2.65	2.65	0.01	2.66	0.00	1.69
1/3/2023	0.00	2.86	2.86	0.00	2.86	0.00	1.63
1/4/2023	0.00	2.84	2.84	0.00	2.84	0.00	1.65
1/5/2023	0.00	2.61	2.61	0.00	2.61	0.00	1.75
1/6/2023	0.00	2.77	2.77	0.00	2.77	0.00	1.60
1/7/2023	0.00	2.38	2.38	0.00	2.38	0.00	1.62
1/8/2023	0.00	2.82	2.82	0.00	2.82	0.00	1.75
1/9/2023	0.00	2.52	2.52	0.00	2.52	0.00	1.66
1/10/2023	0.00	3.44	3.44	0.00	3.44	0.00	1.74
1/11/2023	0.00	2.13	2.13	0.00	2.13	0.00	1.65
1/12/2023	0.00	2.95	2.95	0.00	2.95	0.00	1.63
1/13/2023	0.00	3.01	3.01	0.00	3.01	0.00	1.57
1/14/2023	0.00	2.28	2.28	0.00	2.28	0.00	1.94
1/15/2023	0.00	2.44	2.44	0.00	2.44	0.00	1.81
1/16/2023	0.00	1.97	1.97	0.00	1.97	0.00	1.96
1/17/2023	0.00	3.16	3.16	0.00	3.16	0.00	1.68
1/18/2023	0.00	2.80	2.80	0.00	2.80	0.00	1.71
1/19/2023	0.00	2.82	2.82	0.02	2.84	0.00	1.65
1/20/2023	0.00	2.76	2.76	0.00	2.76	0.00	1.58
1/21/2023	0.00	2.70	2.70	0.00	2.70	0.00	1.66
1/22/2023	0.00	2.69	2.69	0.00	2.69	0.00	1.73
1/23/2023	0.00	2.79	2.79	0.35	3.14	0.00	1.63
1/24/2023	0.00	3.02	3.02	0.05	3.07	0.00	1.67
1/25/2023	0.00	3.31	3.31	0.00	3.31	0.00	1.65
1/26/2023	0.00	3.34	3.34	0.44	3.79	0.00	1.62
1/27/2023	0.00	3.11	3.11	0.44	3.55	0.00	1.58
1/28/2023	0.00	2.95	2.95	0.00	2.95	0.00	1.66
1/29/2023	0.00	3.32	3.32	0.00	3.33	0.00	1.69
1/30/2023	0.00	2.78	2.78	0.00	2.78	0.00	1.67
1/31/2023	0.00	2.86	2.86	0.27	3.13	0.00	1.65
MINIMUM	0.00	1.97	1.97	0.00	1.97	0.00	1.57
AVERAGE	0.00	2.80	2.80	0.06	2.86	0.00	1.68
MAXIMUM	0.00	3.44	3.44	0.44	3.79	0.00	1.96
TOTAL	0.00	86.80	86.80	1.71	88.51	0.00	52.23

RUBIDOUX COMMUNITY SERVICES DISTRICT
MONTHLY WELL PRODUCTION
(Million Gallons)

DATE	POTABLE WATER							NONPOTABLE WATER					TOTALS		TOTAL PROD. (MG)
	JURUPA TIE-IN (MG)	GAC Plt TROYER Well #2 (MG)	Nitrate Removal Plt FLEETWOOD Well #4 (MG)	SKOTTY Well #6 (MG)	Thompson WTF			28th ST. Well #3 (MG)	DALY Well #7 (MG)	CLEMENT Well #11 (MG)	46th ST. Well #14 (MG)	Mission Wells #19 & #20 (MG)	POTABLE (MG)	NON POTABLE (MG)	
1/1/2023	0.00	0.56	0.11	0.19	0.00	1.86	0.00	0.00	0.00	0.00	0.00	0.12	2.72	0.12	2.83
1/2/2023	0.00	0.59	0.04	0.07	0.00	1.95	0.00	0.00	0.00	0.00	0.00	0.01	2.65	0.01	2.66
1/3/2023	0.00	0.57	0.16	0.28	0.00	1.86	0.00	0.00	0.00	0.00	0.00	0.00	2.86	0.00	2.86
1/4/2023	0.00	0.58	0.12	0.21	0.00	1.94	0.00	0.00	0.00	0.00	0.00	0.00	2.84	0.00	2.84
1/5/2023	0.00	0.59	0.04	0.11	0.00	1.87	0.00	0.00	0.00	0.00	0.00	0.00	2.61	0.00	2.61
1/6/2023	0.00	0.55	0.13	0.19	0.00	1.91	0.00	0.00	0.00	0.00	0.00	0.00	2.77	0.00	2.77
1/7/2023	0.00	0.54	0.00	0.06	0.00	1.78	0.00	0.00	0.00	0.00	0.00	0.00	2.38	0.00	2.38
Subtotal	0.00	3.99	0.58	1.10	0.00	13.16	0.00	0.00	0.00	0.00	0.00	0.13	18.83	0.13	18.96
1/8/2023	0.00	0.61	0.03	0.06	0.00	2.12	0.00	0.00	0.00	0.00	0.00	0.00	2.82	0.00	2.82
1/9/2023	0.00	0.58	0.06	0.11	0.00	1.78	0.00	0.00	0.00	0.00	0.00	0.00	2.52	0.00	2.52
1/10/2023	0.00	0.02	1.21	2.13	0.00	0.09	0.00	0.00	0.00	0.00	0.00	0.00	3.44	0.00	3.44
1/11/2023	0.00	0.17	0.01	0.03	0.00	1.91	0.00	0.00	0.00	0.00	0.00	0.00	2.13	0.00	2.13
1/12/2023	0.00	0.47	0.27	0.64	0.00	1.58	0.00	0.00	0.00	0.00	0.00	0.00	2.95	0.00	2.95
1/13/2023	0.00	0.68	0.03	0.07	0.00	2.23	0.00	0.00	0.00	0.00	0.00	0.00	3.01	0.00	3.01
1/14/2023	0.00	0.58	0.02	0.04	0.00	1.64	0.00	0.00	0.00	0.00	0.00	0.00	2.28	0.00	2.28
Subtotal	0.00	3.11	1.63	3.07	0.00	11.35	0.00	0.00	0.00	0.00	0.00	0.00	19.15	0.00	19.15
1/15/2023	0.00	0.49	0.04	0.07	0.00	1.84	0.00	0.00	0.00	0.00	0.00	0.00	2.44	0.00	2.44
1/16/2023	0.00	0.42	0.04	0.06	0.00	1.45	0.00	0.00	0.00	0.00	0.00	0.00	1.97	0.00	1.97
1/17/2023	0.00	0.58	0.23	0.44	0.00	1.91	0.00	0.00	0.00	0.00	0.00	0.00	3.16	0.00	3.16
1/18/2023	0.00	0.44	0.09	0.13	0.13	1.80	0.20	0.00	0.00	0.00	0.00	0.00	2.80	0.00	2.80
1/19/2023	0.00	0.59	0.10	0.16	0.00	1.97	0.00	0.00	0.00	0.02	0.00	0.00	2.82	0.02	2.84
1/20/2023	0.00	0.55	0.10	0.23	0.00	1.89	0.00	0.00	0.00	0.00	0.00	0.00	2.76	0.00	2.76
1/21/2023	0.00	0.59	0.07	0.12	0.00	1.93	0.00	0.00	0.00	0.00	0.00	0.00	2.70	0.00	2.70
Subtotal	0.00	3.65	0.66	1.22	0.13	12.78	0.20	0.00	0.00	0.02	0.00	0.00	18.64	0.02	18.66
1/22/2023	0.00	0.60	0.04	0.07	0.00	1.98	0.00	0.00	0.00	0.00	0.00	0.00	2.69	0.00	2.69
1/23/2023	0.00	0.59	0.16	0.24	0.00	1.80	0.00	0.00	0.00	0.35	0.00	0.00	2.79	0.35	3.14
1/24/2023	0.00	0.56	0.19	0.39	0.00	1.88	0.00	0.00	0.00	0.05	0.00	0.00	3.02	0.05	3.07
1/25/2023	0.00	0.55	0.28	0.51	0.00	1.97	0.00	0.00	0.00	0.00	0.00	0.00	3.31	0.00	3.31
1/26/2023	0.00	0.51	0.27	0.99	0.00	1.57	0.00	0.00	0.00	0.43	0.00	0.01	3.34	0.44	3.79
1/27/2023	0.00	0.55	0.27	0.28	0.00	1.95	0.06	0.00	0.00	0.44	0.00	0.00	3.11	0.44	3.55
1/28/2023	0.00	0.54	0.42	0.23	0.00	1.77	0.00	0.00	0.00	0.00	0.00	0.00	2.95	0.00	2.95
1/29/2023	0.00	0.60	0.21	0.53	0.00	1.98	0.00	0.00	0.00	0.00	0.00	0.00	3.32	0.00	3.33
1/30/2023	0.00	0.58	0.12	0.23	0.00	1.85	0.00	0.00	0.00	0.00	0.00	0.00	2.78	0.00	2.78
1/31/2023	0.00	0.65	0.00	0.13	0.00	2.09	0.00	0.00	0.00	0.27	0.00	0.00	2.86	0.27	3.13
Subtotal	0.00	5.73	1.96	3.58	0.00	18.84	0.06	0.00	0.00	1.54	0.00	0.02	30.18	1.56	31.73
TOTAL	0.000	16.475	4.840	8.972	0.132	56.126	0.257	0.000	0.000	1.559	0.000	0.146	86.802	1.705	88.507

TOTAL WATER PRODUCED w/ % Operated

January 2023

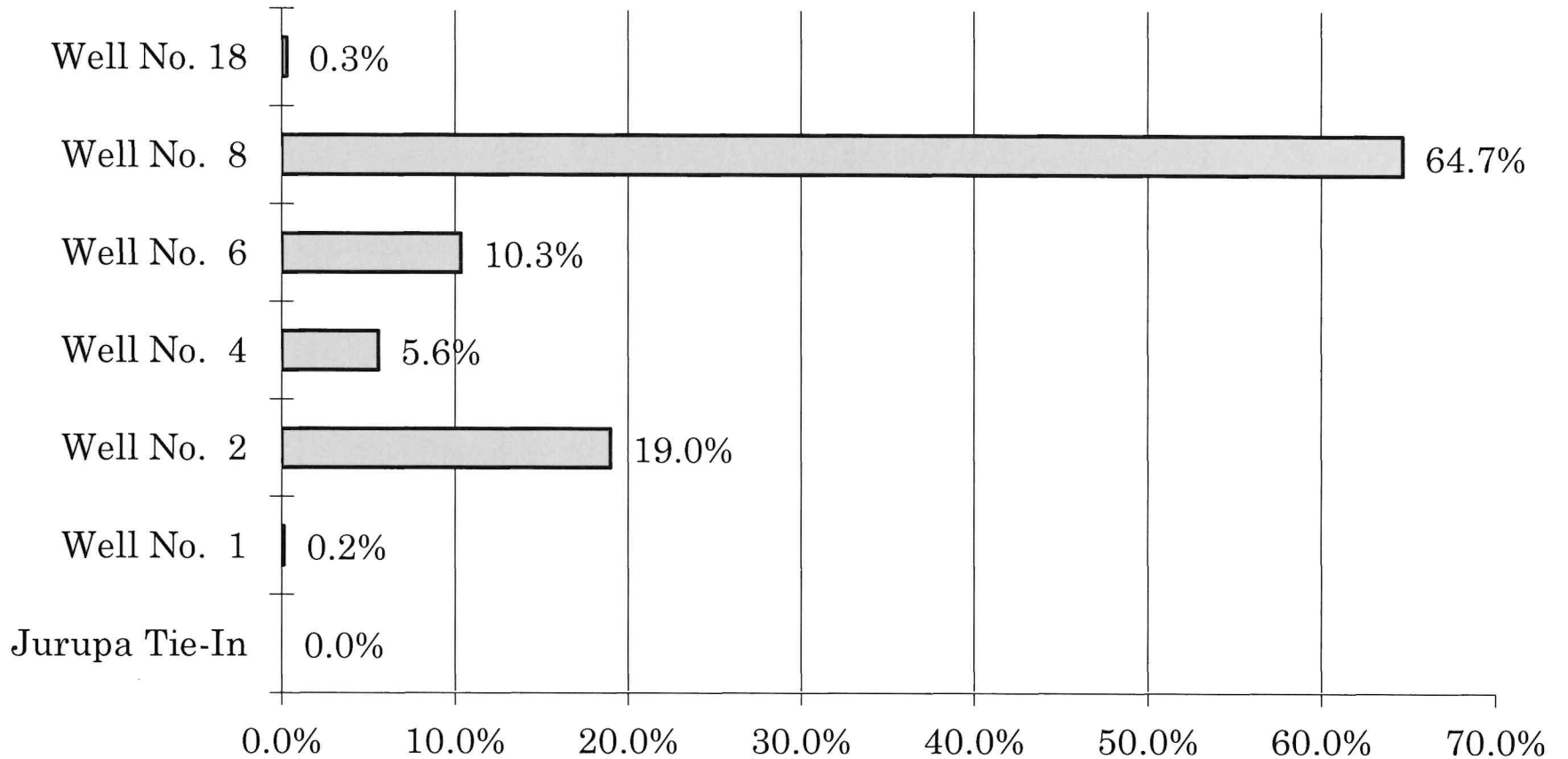


Max Production **1171.4 AF**
 Monthly Production **266.7 AF**
 Reserve Production **904.7 AF**

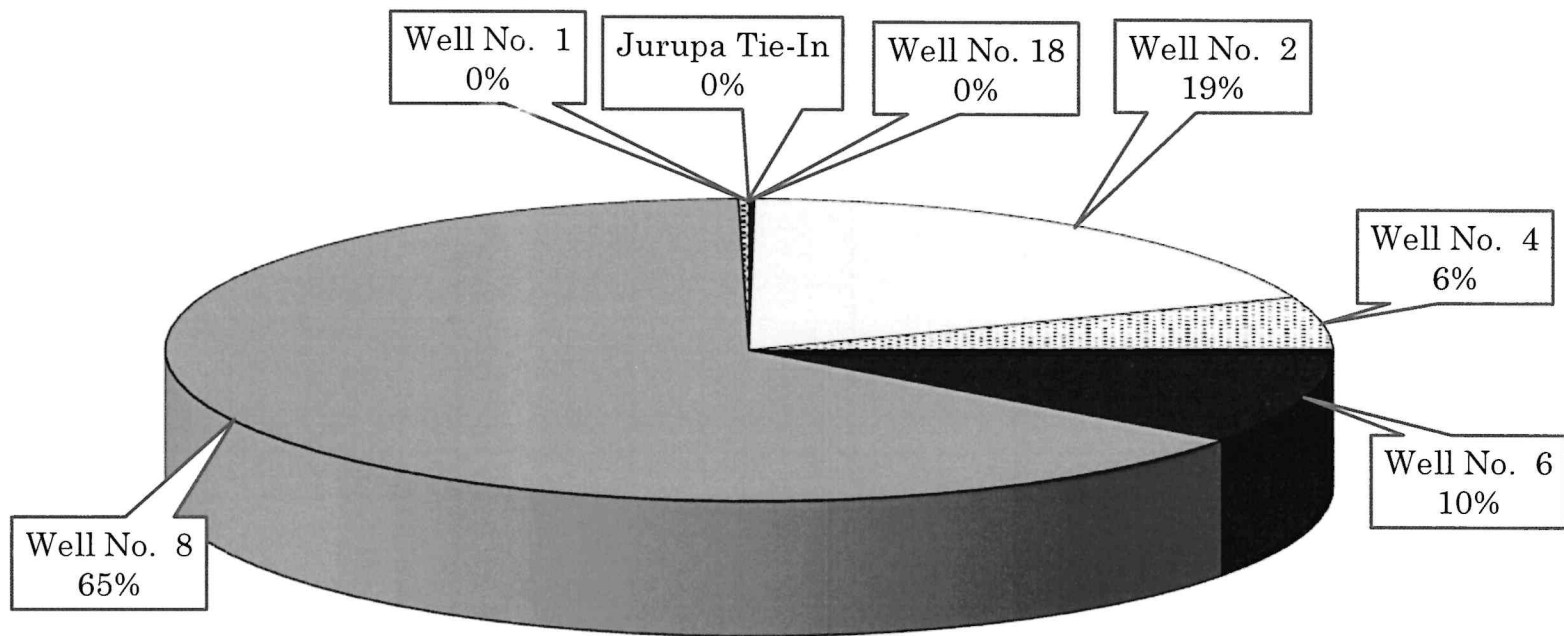
ACRE FEET

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

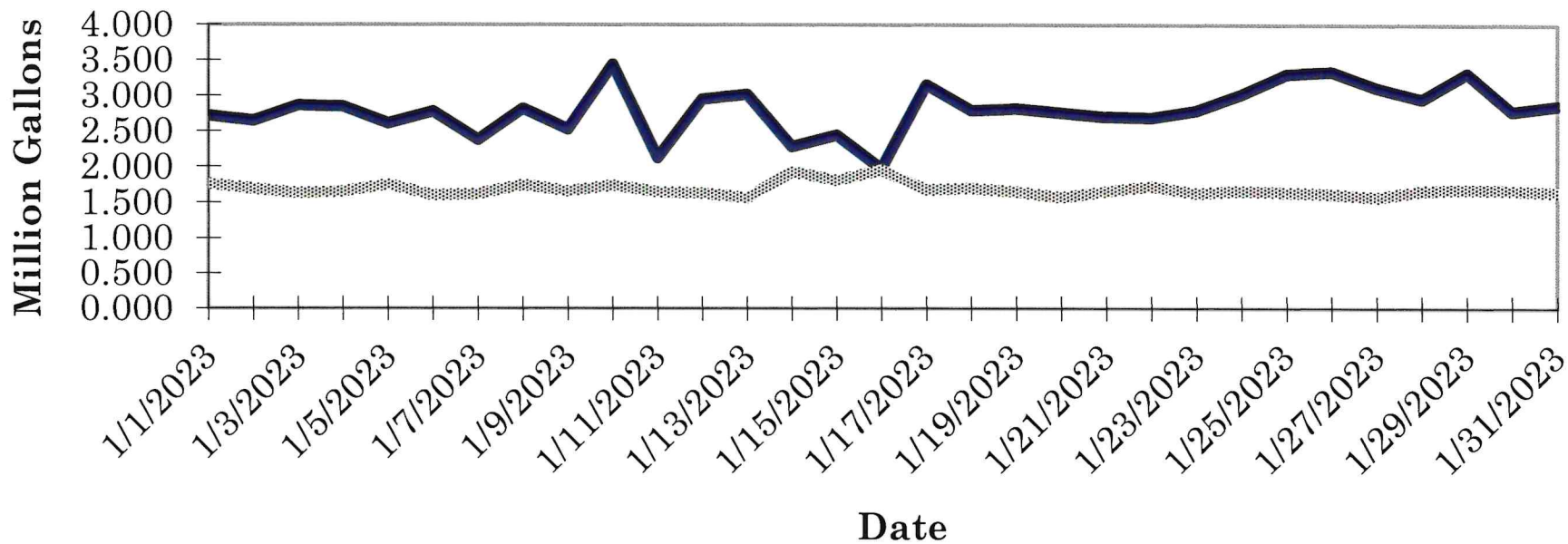
Source Potable Production Comparison January 2023



Source Potable Production Comparison January 2023

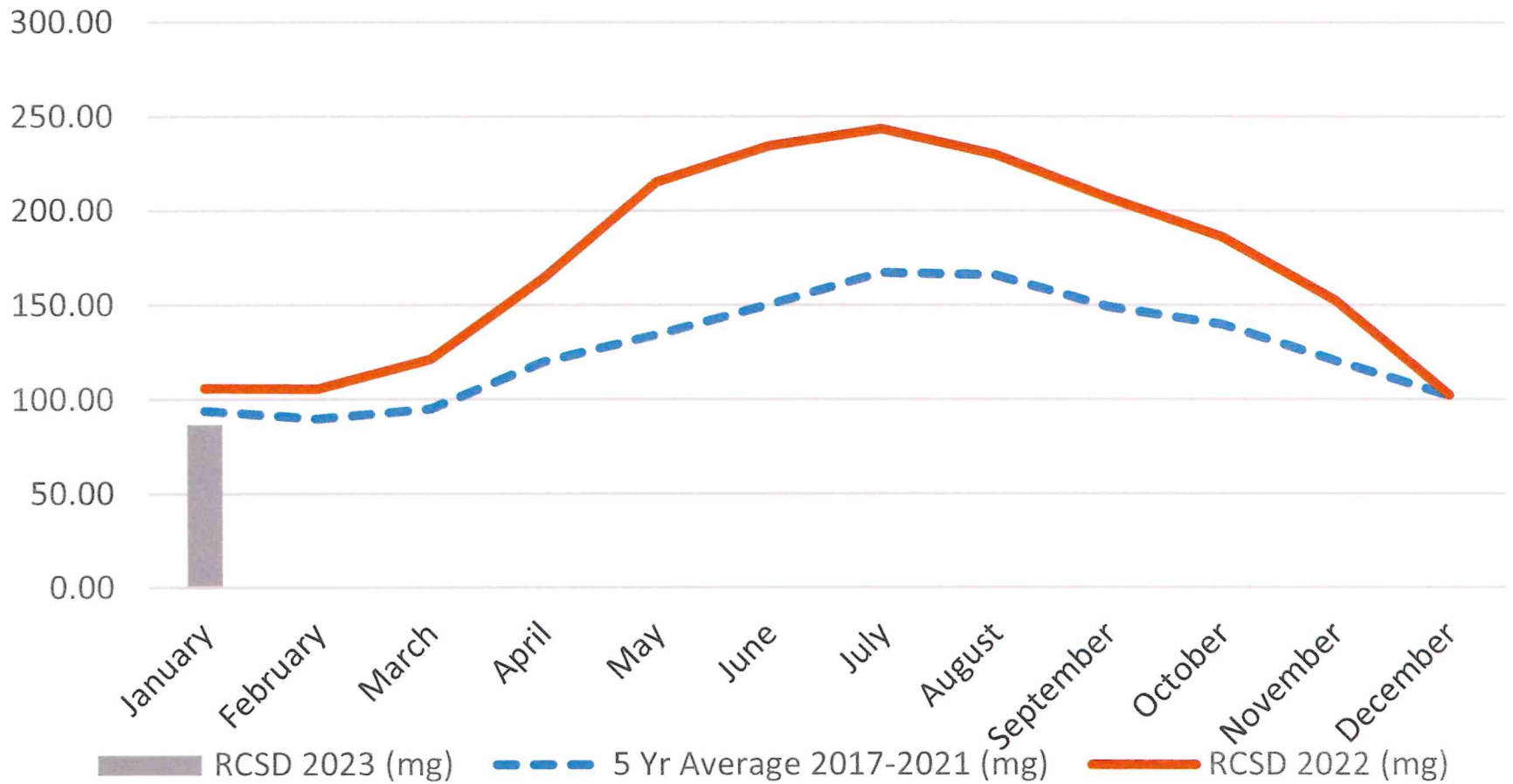


Potable Water & Wastewater Comparison January 2023



— Potable Water Prod. Wastewater Prod.

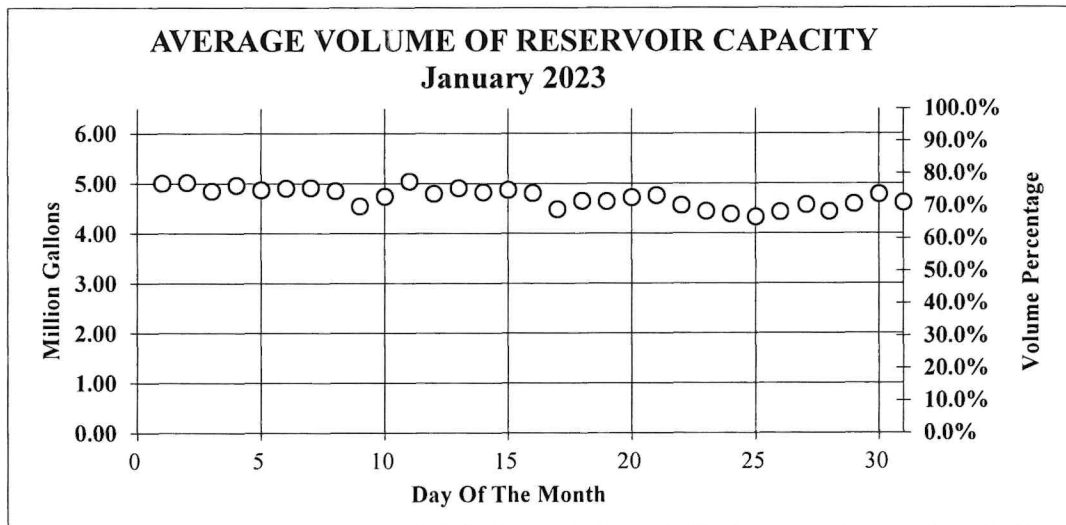
Potable Water Production Year 2023



RUBIDOUX COMMUNITY SERVICES DISTRICT

Reservoir Capacity Report

CAPACITY	ATKINSON SYSTEM		HUNTER SYSTEM		WATER AVAILABLE (Gallons)*	PERCENTAGE OF TOTAL CAPACITY
	2,000,000	3,000,000	425,000	1,000,000		
DATE	ATKINSON	WATSON	HUNTER I	PERRONE		
1/1/2023	81.1	75.4	82.6	77.5	5,009,418	78.0%
1/2/2023	81.1	75.3	83.1	79.2	5,026,175	78.2%
1/3/2023	77.5	72.5	82.5	77.6	4,852,881	75.5%
1/4/2023	80.1	74.5	82.6	77.7	4,967,359	77.3%
1/5/2023	78.1	72.9	82.7	77.6	4,876,809	75.9%
1/6/2023	78.7	73.4	82.9	77.9	4,907,100	76.4%
1/7/2023	79.1	73.6	82.5	77.4	4,914,739	76.5%
1/8/2023	80.7	71.0	80.9	77.0	4,856,151	75.6%
1/9/2023	72.1	65.0	82.8	80.5	4,548,000	70.8%
1/10/2023	73.7	71.5	82.4	77.2	4,739,776	73.8%
1/11/2023	80.7	76.9	82.4	77.2	5,041,544	78.5%
1/12/2023	75.8	71.8	82.5	77.6	4,797,178	74.7%
1/13/2023	79.6	74.1	80.1	75.3	4,908,425	76.4%
1/14/2023	76.9	72.0	82.5	77.5	4,822,329	75.1%
1/15/2023	78.1	73.0	82.5	77.5	4,878,204	75.9%
1/16/2023	76.7	71.8	82.1	77.3	4,810,692	74.9%
1/17/2023	68.7	66.1	82.6	77.6	4,483,367	69.8%
1/18/2023	72.7	68.8	82.9	77.8	4,647,569	72.3%
1/19/2023	74.6	70.2	78.2	71.4	4,642,677	72.3%
1/20/2023	75.5	71.1	78.5	74.8	4,722,494	73.5%
1/21/2023	75.8	71.1	81.3	76.6	4,759,823	74.1%
1/22/2023	71.2	67.5	81.3	76.9	4,564,000	71.0%
1/23/2023	68.2	65.3	82.3	77.6	4,448,006	69.2%
1/24/2023	66.8	64.3	81.6	77.3	4,385,671	68.3%
1/25/2023	65.5	63.3	81.8	77.6	4,330,770	67.4%
1/26/2023	67.2	65.5	81.8	77.5	4,431,060	69.0%
1/27/2023	71.1	67.6	81.6	77.7	4,572,328	71.2%
1/28/2023	68.1	65.3	81.5	77.4	4,439,763	69.1%
1/29/2023	71.2	68.2	81.9	77.6	4,594,193	71.5%
1/30/2023	75.9	71.3	82.2	77.7	4,782,375	74.4%
1/31/2023	72.2	68.3	82.1	77.6	4,617,421	71.9%



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



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



Monthly Activity Report January 2023

Activity	Total
Total Number of Plan Reviews Completed	0
Plan Review Turnaround Time <i>(Goal is 15 Days)</i>	0
Total Number of Construction Inspections Conducted	1
Inspection Turnaround Time <i>(Goal is within 3 Days of Contact)</i>	0
Total Number of Annual Fire Inspections Conducted <i>(Including Reinspections)</i>	16
Number of Weed Abatement Inspections Performed	0
Planning & Development Meetings Attended	0
Planning & Development Cases Reviewed	0
Special Event Meetings	0
Special Event Inspections	0

CAL FIRE/Riverside County Fire Department

Emergency Incident Statistics

January 2014 - January 2023



Rubidoux Community Service District



Total Calls for Rubidoux CSD January 2014-2023



<u>Month/Year</u>	<u>Total Calls for Station 38</u>	<u>Total Calls for District</u>
January 2014	208	218
January 2015	243	251
January 2016	273	292
January 2017	262	275
January 2018	262	279
January 2019	224	235
January 2020	247	256
January 2021	258	282
January 2022	269	287
January 2023	250	266

CAL FIRE/Riverside County Fire Department

Emergency Incident Statistics



Bill Weiser

Fire Chief

2/1/2023

Report Provided By: Riverside County Fire Department

Communications and Technology Division

GIS Section

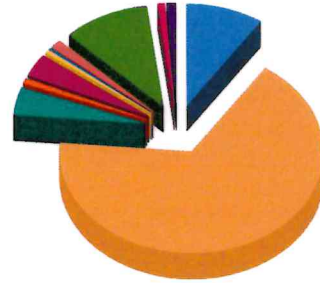
Please refer to Map and Incident by Battalion, Station, Jurisdiction

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

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

Response Activity

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



False Alarm	25	9.4%
Medical	178	66.9%
Other Fire	12	4.5%
Other Misc	2	0.8%
Public Service Assist	10	3.8%
Rescue	1	0.4%
Ringling Alarm	1	0.4%
Standby	4	1.5%
Traffic Collision	28	10.5%
Vehicle Fire	2	0.8%
Wildland Fire	3	1.1%
Total:	266	100.0%

False Alarm	25
Medical	178
Other Fire	12
Other Misc	2
Public Service Assist	10
Rescue	1
Ringling Alarm	1
Standby	4
Traffic Collision	28
Vehicle Fire	2
Wildland Fire	3
Incident Total:	266

Average Enroute to Onscene Time*

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

<5 Minutes	+5 Minutes	+10 Minutes	+20 Minutes	Average	% 0 to 5 min
187	77	19	0	4.6	70.3%

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

Incidents by Battalion, Station and Jurisdiction

			False Alarm	Medical	Other Fire	Other Misc	Public Service Assist	Rescue	Ring Alarm	Standby	Traffic Collision	Vehicle Fire	Wildland Fire	Total
Battalion 14	Station 16 Pedley	City of Jurupa Valley	1	1	0	0	0	0	1	0	0	0	0	3
	Station Total		1	1	0	0	0	0	1	0	0	0	0	3
	Station 18 West	City of Jurupa Valley	0	9	0	0	0	0	0	0	4	0	0	13
	Station Total		0	9	0	0	0	0	0	0	4	0	0	13
	Station 38 Rubidoux	City of Jurupa Valley	24	168	12	2	10	1	0	4	24	2	3	250
	Station Total		24	168	12	2	10	1	0	4	24	2	3	250
	Battalion Total		25	178	12	2	10	1	1	4	28	2	3	266
	Grand Total		25	178	12	2	10	1	1	4	28	2	3	266

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

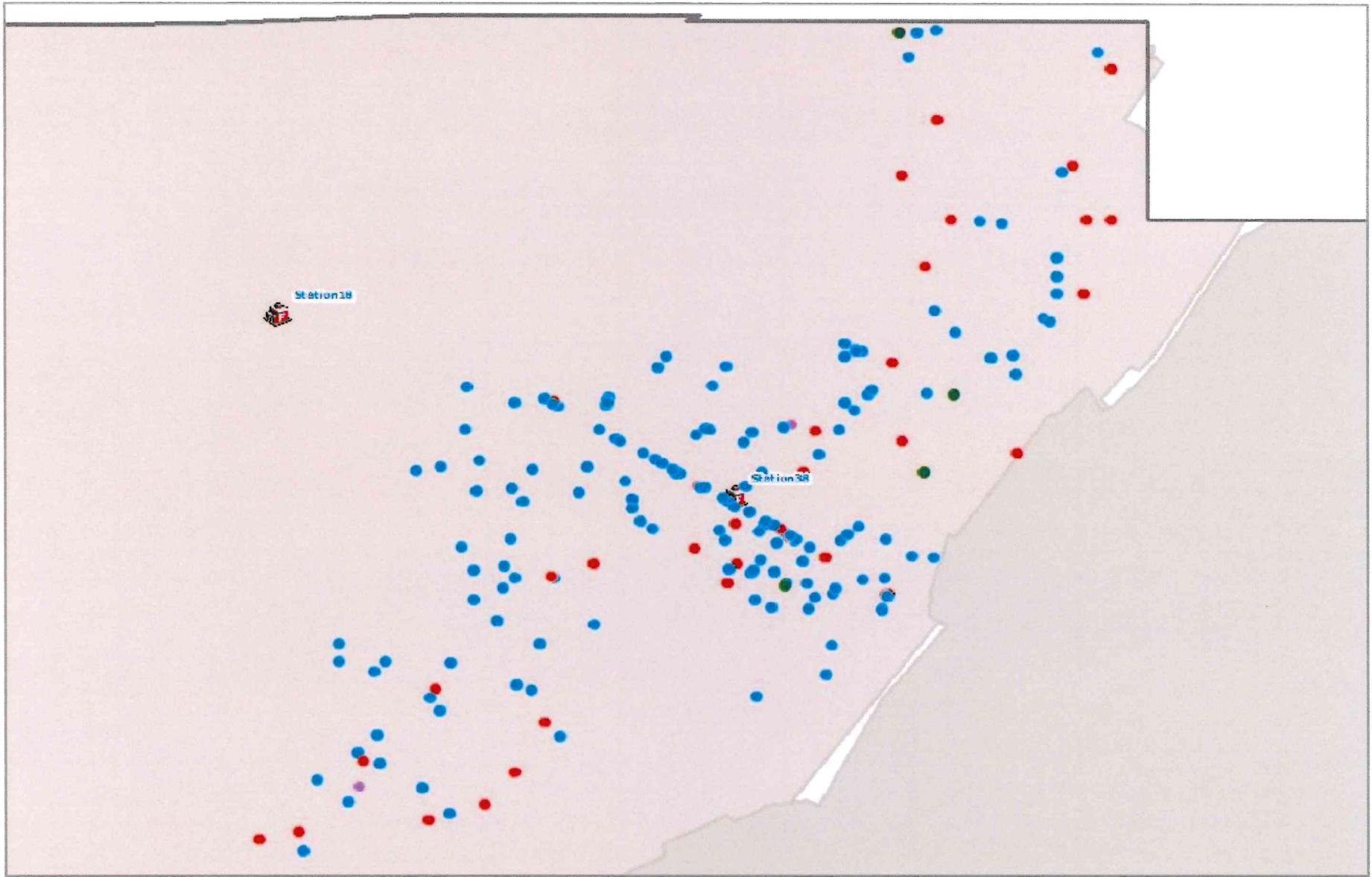
Incidents by Jurisdiction

	False Alarm	Medical	Other Fire	Other Misc	Public Service	Rescue	Ringling Alarm	Standby	Traffic Collision	Vehicle Fire	Wildland Fire	Total
City of Jurupa Valley	25	178	12	2	10	1	1	4	28	2	3	266
Grand Total	25	178	12	2	10	1	1	4	28	2	3	266

Incidents by Supervisorial District - Summary

	DISTRICT 2 KAREN SPIEGEL	NOT TIED TO DISTRICT	Grand Total
False Alarm	25	0	25
Medical	177	1	178
Other Fire	12	0	12
Other Misc	2	0	2
Public Service Assist	10	0	10
Rescue	1	0	1
Ringing Alarm	1	0	1
Standby	4	0	4
Traffic Collision	28	0	28
Vehicle Fire	2	0	2
Wildland Fire	3	0	3
Total	265	1	266

MONTH = 1 and YEAR = 2023 and SPECIAL= 'Rubidoux CSD'



Legend

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



Riverside County Fire GIS

9. First Reading of Ordinance No. 2023-133, An Ordinance Establishing
Board Member Stipends: **DM 2023-15**

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 2023-15

February 16, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: First Reading of Ordinance No. 2023-133, An Ordinance Establishing Board Member Stipends

BACKGROUND:

On February 2, 2023, at the regularly scheduled Rubidoux Community Services District (“District”) Board of Director’s (“Board”) meeting, the Board directed staff to prepare DRAFT Ordinance No. 2023-133 and schedule its introduction (First Reading) at tonight’s regularly scheduled Board meeting. At the direction of the Board, staff was instructed to complete the following:

Ordinance No. 2023-133:

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

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

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

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

Schedule:

1. Complete the Ordinance adoption process as fast as administratively possible, which is as follows:

February 16, 2023 (tonight) – 1st Reading of Ordinance No. 2023-133

March 2, 2023 – 2nd Reading, Public Hearing, and Adoption of Ordinance No. 2023-133

May 1, 2023 – Effective Date of Ordinance No. 2023-133 (60 days past adoption)

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

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

RECOMMENDATION:

Management recommends the Board of Director's direct staff to prepare the following:

1. Schedule a Public hearing and Final Reading of Ordinance No. 2023-133 for the March 2, 2023 regular meeting of the Board of Directors of the Rubidoux Community Services District.

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

Attachment(s): Draft Ordinance No. 2023-133, An Ordinance Establishing Board Member Stipends

ORDINANCE NO. 2023-133

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

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

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

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

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

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

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

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

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

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

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

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

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Bernard Murphy, President
Rubidoux Community Services District

(SEAL)

ATTEST:

Brian R. Laddusaw, General Manager
Rubidoux Community Services District

APPROVED AS TO FORM AND CONTENT:

John R. Harper, District Counsel

10. Receive and File Statement of Cash Asset Schedule Report Ending
January 2023: **DM 2023-16**

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 2023-16

February 16, 2023

To: Rubidoux Community Services District
 Board of Directors

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

BACKGROUND:

Attached for the Board of Directors' consideration is the January 2023 Statement of Cash Assets Schedule Report for all District Fund Accounts. Year to date ("YTD") interest is \$230,742.31 for District controlled accounts. With respect to District "Funds in Trust", \$8,969.85 has been earned and posted. The District has a combined YTD interest earned total of \$239,712.16 as of January 31, 2023.

The District's Operating Funds (Excluding Restricted Funds and Operating Reserves) show a balance of \$14,421,863.13 ending January 31, 2023. This is **\$5,411,676.88 MORE** than July 1, 2022, beginning balance of \$9,010,186.25.

Further, the District's Field/Admin Fund current fund balance is \$711,658.77.

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

RECOMMENDATION:

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

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

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

RUBIDOUX COMMUNITY SERVICES DISTRICT

INVESTMENT SUMMARY - JANUARY 31, 2023
CASH BASIS

	Beg. Balance 7/1/2022	YTD Int.	Other Activity YTD	Balance 1/31/2023	YTD Avg. Int. Rate
Operating Accounts	\$ 9,010,186.25	\$ 79,101.36	\$ 5,332,575.52	\$ 14,421,863.13	0.55%
Water Operating Reserve	4,282,837.74	38,222.26	-	4,321,060.00	0.88%
Wastewater Operating Reserve	584,943.83	5,220.35	-	590,164.18	0.88%
Water Replacement Reserve	758,237.06	7,296.83	114,442.00	879,975.89	0.83%
Fire Mitigation Reserve	1,816,926.78	18,452.10	1,657,435.02	3,492,813.90	0.53%
Wastewater Reserve	569,455.40	12,228.27	1,865,965.35	2,447,649.02	0.50%
Wastewater Replacement Res.	435,235.16	4,209.02	65,429.00	504,873.18	0.83%
Water Reserve	932,478.64	19,804.68	3,054,670.90	4,006,954.22	0.49%
COP Restricted	1,381,199.84	13,080.05	134,361.64	1,528,641.53	0.86%
Field/Admin Reserve	730,719.68	6,500.07	(25,560.98)	711,658.77	0.91%
Grant Restricted Reserve	300,818.36	3,069.19	53,174.00	357,061.55	0.86%
Project Admin Building	-	9,125.67	1,097,602.66	1,106,728.33	0.82%
Project Ops Building	-	14,432.46	1,995,741.00	2,010,173.46	0.72%
Funds in Trust	1,152,818.96	8,969.85	(57,596.64)	1,104,192.17	0.81%
Total Investments	\$ 21,955,857.70	\$ 239,712.16	\$ 15,288,239.47	\$ 37,483,809.33	0.64%

\$0.00

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
 FOR PERIOD JULY 1, 2022 THRU JANUARY 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>
1/1/2023	Premier Bank	CD		Beg. Bal.				170,424.60	
	Premier Bank			Interest	7.23	0.05	-	170,424.60	
	Premier Bank			Redeem	-			170,424.60	
1/31/2023	Premier Bank	CD	4/3/2023	Purchase	-			170,424.60	
1/1/2023	Premier Bank	Checking		Beg. Bal.				8,835.50	
	Premier Bank	Fire Mitigation		Activity	-	0.00	-	8,835.50	
1/31/2023	Premier Bank			End Bal.	-			8,835.50	
1/1/2023	LAIF	Fire Mitigation		Beg. Bal.				2,221,424.81	
	LAIF			Interest		2.01	9,707.98	2,231,132.79	
1/31/2023	LAIF			Activity	1,061,067.72			3,292,200.51	
1/1/2023	Premier Bank	Safekeeping		Beg. Bal				21,346.06	
	Premier Bank			Activity	-	-	7.23	21,353.29	
1/31/2023	Premier Bank			End Bal.				21,353.29	\$ 3,492,813.90

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
 FOR PERIOD JULY 1, 2022 THRU JANUARY 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>
1/1/2023	LAIF	Sewer Mainline		Beg. Bal.				2,260,599.89	
	LAIF			Interest		2.01	9,879.18	2,270,479.07	
1/31/2023	LAIF			Activity	104,789.86			2,375,268.93	
1/1/2023	CBB	Safekeeping		Beg. Bal				72,380.09	
	CBB			Activity	-	0.05	-	72,380.09	
1/31/2023	CBB			End Bal.				72,380.09	\$ 2,447,649.02

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
 FOR PERIOD JULY 1, 2022 THRU JANUARY 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>
1/1/2023	LAIF	Water Mainline		Beg. Bal.				3,450,735.12	
	LAIF			Interest		2.01	15,080.25	3,465,815.37	
1/31/2023	LAIF			Activity	289,952.00			3,755,767.37	
1/1/2023	Citizens Bus	CD		Beg. Bal.				225,000.00	
	Citizens Bus			Activity	-	0.10	-	225,000.00	
	Citizens Bus			Redeem	-	n/a		225,000.00	
1/31/2023	Citizens Bus	CD	4/8/2023	Purchase	-			225,000.00	
1/1/2023	Premier Bank	Safekeeping		Beg. Bal.				1,670.97	
	Premier Bank			Activity	-		-	1,670.97	
1/31/2023	Premier Bank			End Bal.				1,670.97	
1/1/2023	CBB	Safekeeping		Beg. Bal.				24,515.88	
	CBB			Activity	-	0.05	-	24,515.88	
1/31/2023	CBB			End Bal.				24,515.88	\$ 4,006,954.22

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
 FOR PERIOD JULY 1, 2022 THRU JANUARY 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>
1/1/2023	Premier Bank	Checking-Gen.		Beg. Bal.				1,860,809.56	
	Premier Bank			Deposits	2,330,202.78	0.00	-	4,191,012.34	
1/31/2023	Premier Bank			Disbursements	(4,058,592.03)			132,420.31	
1/1/2023	Premier Bank	Checking Property Tax		Beg. Bal.				752,675.79	
	Premier Bank			Deposits	1,435,405.21	0.00	-	2,188,081.00	
1/31/2023	Premier Bank			Disbursements	(1,510,000.00)			678,081.00	
1/1/2023	Premier Bank	Checking-Sewer		Beg. Bal.				3,838.28	
	Premier Bank			Deposits	396,631.32	0.00	-	400,469.60	
1/31/2023	Premier Bank			Disbursements	(397,168.81)			3,300.79	
1/1/2023	Premier Bank	Checking-Water		Beg. Bal.				1,079,826.93	
	Premier Bank			Deposits	1,432,935.35	0.00	-	2,512,762.28	
1/31/2023	Premier Bank			Disbursements	(1,598,562.92)			914,199.36	

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
 FOR PERIOD JULY 1, 2022 THRU JANUARY 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>
1/1/2023	Premier Bank	Operations		Beg. Bal				276,342.99	
	Premier Bank	Safekeeping		Deposits	-	0.00	-	276,342.99	
1/31/2023	Premier Bank			Disbursements				276,342.99	
1/1/2023	LAIF	Gen. Fund-Prop Tax		Beg. Bal				7,313,697.54	
	LAIF	Qtrly. Interest		Deposits	1,125,782.28	2.01	31,962.01	8,471,441.83	
1/31/2023	LAIF			Disbursements	-			8,471,441.83	
1/1/2023	LAIF	Water Op.		Beg. Bal				2,275,414.68	
	LAIF	Qtrly. Interest		Deposits	348,055.63	2.01	9,943.92	2,633,414.23	
1/31/2023	LAIF			Disbursements	(8,982.50)			2,624,431.73	
1/1/2023	LAIF	Sewer Op.		Beg. Bal				1,223,476.69	
	LAIF	Qtrly. Interest		Deposits	128,210.14	2.01	5,346.79	1,357,033.62	
1/31/2023	LAIF			Disbursements	(35,388.50)			1,321,645.12	\$ 14,421,863.13

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
 FOR PERIOD JULY 1, 2022 THRU JANUARY 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>
1/1/2023	LAIF	Water Op. Reserve		Beg. Bal				4,302,258.46	
	LAIF	Qtrly. Interest		Deposits	-	2.01	18,801.54	4,321,060.00	
1/31/2023	LAIF			Disbursements	-			4,321,060.00	
1/1/2023	LAIF	Water Replacement		Beg. Bal				853,247.07	
	LAIF	Qtrly. Interest		Deposits	23,000.00	2.01	3,728.82	879,975.89	
1/31/2023	LAIF			Disbursements	-			879,975.89	
1/1/2023	LAIF	Wastewater Replacement		Beg. Bal.				493,328.76	
	LAIF	Qtrly. Interest		Interest		2.01	2,155.92	495,484.68	
1/31/2023	LAIF			Activity	9,388.50			504,873.18	
1/1/2023	LAIF	COP-Payback		Beg. Bal				1,365,673.32	
	LAIF	Qtrly. Interest		Deposits	157,000.00	2.01	5,968.21	1,528,641.53	
1/31/2023	LAIF			Disbursements	-			1,528,641.53	
1/1/2023	LAIF	Grant-Water		Beg. Bal				302,182.44	
	LAIF	Qtrly Interest		Deposits	-	2.01	1,320.58	303,503.02	
1/31/2023	LAIF			Disbursements	-			303,503.02	
1/1/2023	LAIF	Grant-Trash		Beg. Bal				53,325.49	
	LAIF	Qtrly Interest		Deposits	-	2.01	233.04	53,558.53	
1/31/2023	LAIF			Disbursements	-			53,558.53	
1/1/2023	LAIF	Field/Admin Bldg.		Beg. Bal				715,556.80	
	LAIF	Qtrly Interest		Deposits	8,982.50	2.01	3,127.10	727,666.40	
1/31/2023	LAIF			Disbursements	(16,007.63)			711,658.77	

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
 FOR PERIOD JULY 1, 2022 THRU JANUARY 31, 2023
 CASH BASIS

1/1/2023	LAIF	Wastewater Op. Reserve	Beg. Bal				587,596.29	
	LAIF	Qtrly. Interest	Deposits	-	2.01	2,567.89	590,164.18	
1/31/2023	LAIF		Disbursements	-			590,164.18	
1/1/2023	LAIF	Project Admin Bldg	Beg. Bal				1,106,741.70	
	LAIF	Qtrly. Interest	Deposits	-	2.01	4,836.63	1,111,578.33	
1/31/2023	LAIF		Disbursements	(4,850.00)			1,106,728.33	
1/1/2023	LAIF	Project Ops Bldg	Beg. Bal				2,001,426.91	
	LAIF	Qtrly. Interest	Deposits	-	2.01	8,746.55	2,010,173.46	
1/31/2023	LAIF		Disbursements	-			2,010,173.46	\$ 12,010,336.89

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
 FOR PERIOD JULY 1, 2022 THRU JANUARY 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>
1/1/2023	U.S. Bank	COP's Refunding-Series 1998						733,476.93	
		Install Sale		7,789.93	-	0.17	15.02	733,491.95	
		Reserve-LAIF		729,522.47			0.65	3,820.45	737,312.40
1/31/2023								737,312.40	
1/1/2023	Premier Bank	Fiscal Agent-SRL MN Plant		Beg. Bal				366,833.03	
				Deposits	-	0.20	46.74	366,879.77	
1/31/2023				Disbursements	-			366,879.77	\$ 1,104,192.17
TOTAL CASH FUNDS									\$ 37,483,809.33

RCSD PORTFOLIO HOLDINGS REPORT
JANUARY 31, 2023

<u>Par \$</u>	<u>Issuer</u>	<u>Maturity</u>	<u>Acquisition Cost</u>	<u>Current Market</u>	<u>Gain/Loss</u>	<u>Yld Mat</u>
AGENCY						
Subtotals			-	-	-	
U.S. TREASURIES						
COMMERCIAL PAPER						
Subtotals			-	-	-	
COLLATERALIZED TIME DEPOSITS						
170,424.60	Premier	4/3/2023	\$ 170,424.60	\$ 170,424.60		0.05
225,000.00	Citizens Business Bank	4/8/2023	225,000.00	225,000.00		0.10
Subtotals			\$ 395,424.60	\$ 395,424.60	-	
CASH EQUIVALENT & MONEY MARKET						
33,851,092.79	LAIF	-	\$33,851,092.79	\$33,851,092.79	-	2.01
686,916.50	CHECK-PPBI-Fire- Prop tax		686,916.50	686,916.50	-	-
396,263.22	SAFEKEEPING		396,263.22	396,263.22	-	-
Subtotals			34,934,272.51	34,934,272.51	-	
GRAND TOTALS			\$35,329,697.11	\$35,329,697.11	-	

RCSD Investment Portfolio
January 31, 2023

Maturity

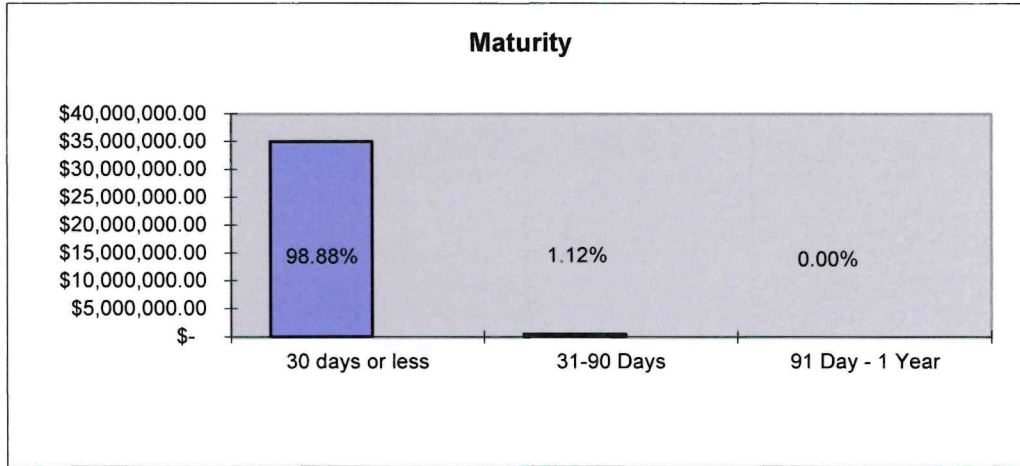
30 days or less
31-90 Days
91 Day - 1 Year

Total

Assets

\$ 34,934,272.51
395,424.60
-

\$ 35,329,697.11



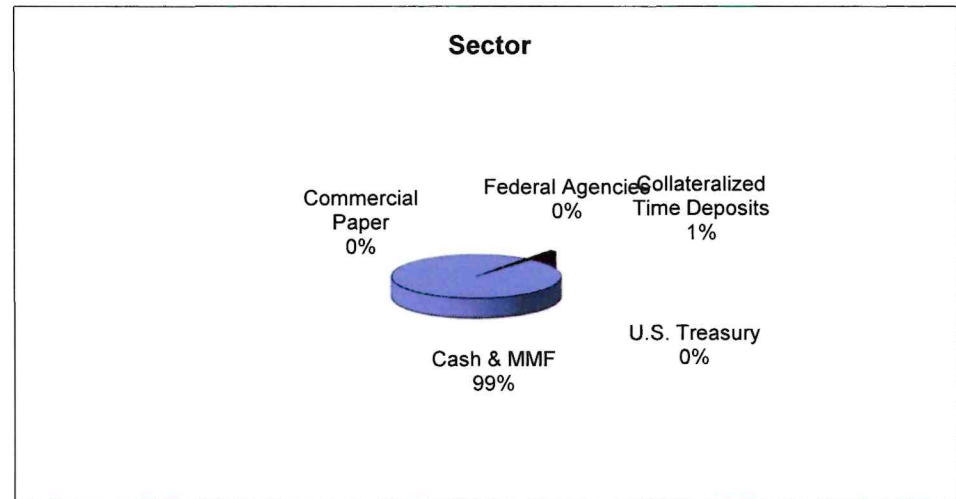
Sector

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

Total

\$ 34,934,272.51
-
-
-
395,424.60

\$ 35,329,697.11



11. Consider Updates to Certain Policies of the Rubidoux Community Services
District Employee Handbook: **DM 2023-17**

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 2023-17

February 16, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Updates to Certain Policies of the Rubidoux Community Services District Employee Handbook

BACKGROUND:

The Rubidoux Community Services District (“District”) Employee Handbook (“Handbook”) is designed to be a user-friendly source of general information about the District, compensation, benefits, policies, and state and federal laws. The Handbook contains a wide variety of information that should be especially useful to new hires as well as current staff. It serves as reinforcement to all employees of the importance of the District’s mission and goals and as a reminder to employees of the vital role they play at the District.

The Handbook is not a replacement for the current Memorandum of Understanding (“MOU”) between the District and employees represented by the Laborers’ International Union of North America, Local 777 (“Union”), but rather supplements the MOU.

The District’s Board of Directors (“Board”) last updated the Handbook in its entirety on June 17, 2021 (DM 2021-40). Since that time, California law and statutes have made changes to the following: Bereavement Leave, California Family Rights Act “CFRA”, and Sick Leave. The District’s labor counsel and staff reviewed the policies in the Handbook and are proposing modifications to the verbiage accordingly to conform with current state law and statutes. Additionally, the District’s labor counsel and staff are proposing modifications to District Pregnancy Disability Leave “PDL” policy to better “streamline” the policy so it doesn’t need revisions each time the legislature modifies CFRA law. During this process the following policies were identified as needing updates:

1. Policy 2405 - Bereavement Leave

2. Policy 2425 - Family & Medical Leave
3. Policy 2450 - Pregnancy Disability Leave
4. Policy 2460 - Sick Leave

For ease of review, District staff attached only the policies mentioned above and included them as “redlined” copies. These policy updates would bring the District’s employee Handbook current with existing state law and statutes. Should the Board not proceed with the update, District staff would still be required to abide by present state law and statutes.

At the advice of the District’s labor counsel, adjustments to the District’s Handbook, even minimum updates to comply with state law and statutes, triggers a notification of the District’s Union representative. In December 2022, District staff delivered the same “redlined” copies of the four policies being considered for update to the Union representative. The Union representative had six weeks to review the proposed changes and provide comments. As of the writing of this Memorandum, the District has not received any correspondence from the Union representative. Due to no objections from the Union, staff recommends the Board consider and adopt these changes.

RECOMMENDATION:

Staff recommends the Board of Directors approve updates to the Rubidoux Community Services District Employee Handbook’s following policies:

1. Policy 2405 – Bereavement Leave
2. Policy 2425 – Family & Medical Leave
3. Policy 2450 – Pregnancy Disability Leave
4. Policy 2460 – Sick Leave

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

Attachment(s): Policy 2405 – Bereavement Leave (“redline”)
Policy 2425 – Family & Medical Leave (“redline”)
Policy 2450 – Pregnancy Disability Leave (“redline”)
Policy 2460 – Sick Leave (“redline”)

Rubidoux Community Services District

POLICY TITLE: Bereavement Leave

POLICY NUMBER: 2405

2405.1 This policy shall apply to probationary and regular employees in all classifications.

2405.2 In the event of a death ~~in the of a immediate~~ family member, an employee may be granted a paid leave of absence not to exceed three (3) days with pay and two (2) days without pay. ~~Theis leave is three (3) paid days are~~ not to be charged against sick leave or vacation. ~~Verification may be required~~For the unpaid days, employees may utilize accrued and available sick leave, personal leave, compensatory time off or vacation leave.. The District may require documentation of the death of the family member so long as it is requested within thirty (30) days of the first day of the leave. The five (5) days need not be consecutive, but all bereavement leave must be completed within three (3) months of the date of death of the family member. The District requests that employees provide reasonable advance notice of when they plan to use Bereavement Leave.

2405.3 "~~Immediate f~~family member" is defined as being spouse, parents or parents of spouse, registered domestic partner, child, brother, sister, sister-in-law, brother-in-law, parent, parent-in-law, grandparents, or grandchildren of the Employee or Employee's spouse, or any other person who is a legal dependent of the employee.

2405.4 Up to ~~six four (64)~~ additional days of personal necessity leave for bereavement purposes may be permitted with the General Manager's approval. Said additional days will reduce employee's Accrued Sick Leave.

2405.5 The General Manager or designee may grant at his/her discretion, bereavement leave to an Employee in the event of a death outside the immediate family where, in his/her opinion, circumstances warrant such leave.

Rubidoux Community Services District

POLICY TITLE: Family and Medical Leave
POLICY NUMBER: 2425

2425.1 The purpose of this policy is to clarify how Rubidoux Community Services District will implement the Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act (CFRA). The provisions of the Memorandum of Understanding with the union shall prevail, notwithstanding the contents of this policy, unless said provisions are in conflict with the FMLA or CFRA.

2425.2 Eligibility. To be eligible for leave under the FMLA, an employee must have: (1) been employed by Rubidoux Community Services District for at least 12 months, which need not be consecutive, and (2) worked for Rubidoux Community Services District at least 1,250 hours during the 12 months immediately preceding the commencement of leave, and (3) be employed at a worksite where the District employs at least fifty (50) employees within seventy-five (75) miles of the worksite. Effective January 1, 2021, to be eligible for leave under the CFRA, an employee must have: (1) been employed by the Rubidoux Community Services District for at least twelve (12) months, which need not be consecutive; and (2) worked for the Rubidoux Community Services District at least 1250 hours during the previous twelve (12) month period immediately preceding the commencement of the leave.

2425.3 Leave Benefit.

2425.3.1 Eligible employees will be provided with up to 12 work weeks of unpaid leave each year to care for a newborn, adopted, or foster child or for a seriously ill child, parent, or spouse (and ~~effective January 1, 2021,~~ for CFRA leave, grandparents, grandchildren, siblings, designated persons and registered domestic partners). (“Designated persons” means any individual related by blood or whose association with the employee is equivalent of a family relationship. An employee is limited to one (1) “designated person” per twelve (12) month period.) In addition, employees who are unable to perform the functions of their position because of a serious health condition will also be entitled to 12 work weeks of unpaid leave. "Serious health condition" includes an illness, injury, impairment, or physical or mental condition that entails:

- (1) Inpatient care in a hospital, hospice, or residential medical care facility; or,
- (2) Continuing treatment by a health care provider.

2425.3.2 Employees will generally be required to use applicable accrued paid leaves permitted by the District, including vacation leave and sick leave. However, an employee shall not use sick leave during a period of leave in connection with the birth, adoption, or foster care of a child or to care for a child, parent, grandparent, grandchild, sibling, designated person, spouse, or domestic partner with a serious health condition unless mutually agreed to by the District and the employee

Rubidoux Community Services District

Further, employees will make the determination on whether to use sick leave that also qualifies as "kin care" under applicable law.

- 2425.3.3 Employees on leave who were previously covered by Rubidoux Community Services District's health benefit shall continue to be covered at the level and under the conditions that coverage would have been provided if the employee were continuing to work. Under certain circumstances, employees who fail to return from their leave may be required to repay the amounts the District has paid for their health benefits while out on CFRA or FMLA.
- 2425.3.4 At the end of the leave the employee will be reinstated to his/her previous position or to an equivalent job with equivalent pay, benefits, and working conditions. However, the employee will not accrue seniority or employment benefits during the leave period. Rubidoux Community Services District may also require the employee to obtain medical certification that he/she is able to resume work.
- 2425.3.5 ~~Effective January 1, 2021, u~~Under the CFRA, employees may also be eligible for "qualifying exigency leave" related to the covered duty or call to covered active duty of any employee's spouse, registered domestic partner, child, or parent in the armed forces of the United States, as specified in Section 3302.2 of the Unemployment Insurance Code.

2425.4 Employee Obligations.

- 2425.4.1 If the event necessitating the leave is foreseeable, the employee must provide his or her division manager with at least 30 days' prior written notice. However, if 30 days advance notice for foreseeable leave is not practicable, the employee must provide the division manager with as much notice as practicable.
- 2425.4.2 Employees seeking leave because of a serious health condition must provide the supervisor with medical certification regarding their condition. The General Manager may require employees to obtain, at Rubidoux Community Services District's expense, a second opinion. If the second opinion differs from the first, the General Manager may require a third opinion from a mutually agreed on health care provider.
- 2425.4.3 For some leaves, employees will not be permitted to take their leave intermittently or on a reduced-leave schedule without the General Manager's approval. However, intermittent leave or a reduced-leave schedule may, if medically necessary, be taken by the employee because of a serious health condition. An employee who seeks intermittent leave or leave on reduced-leave schedule because of planned medical treatment may be required to transfer temporarily to a different position, with equivalent working conditions, that accommodates recurring periods of leave better than the employee's regular job.

Rubidoux Community Services District

POLICY TITLE: Pregnancy Disability Leave (PDL)
POLICY NUMBER: 2450

2450.1 If you are pregnant, have a related medical condition, or are recovering from childbirth, **PLEASE READ THIS NOTICE.**

California law protects employees against discrimination or harassment because of an employee's pregnancy, childbirth or any related medical condition (referred to below as "because of pregnancy"). California law also prohibits employers from denying or interfering with an employee's pregnancy-related employment rights.

2450.2 The Company has an obligation to:

- reasonably accommodate your medical needs related to pregnancy, childbirth or related conditions (such as temporarily modifying your work duties, providing you with a stool or chair, or allowing more frequent breaks);
- transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy;
- provide you with pregnancy disability leave (PDL) of up to four months (the working days you normally would work in one-third of a year or 17 $\frac{1}{3}$ weeks) and return you to your same job when you are no longer disabled by your pregnancy or, in certain instances, to a comparable job. Taking PDL, however, does not protect you from non-leave related employment actions, such as a layoff; and
- provide a reasonable amount of break time and use of a room or other location in close proximity to the employee's work area to express breast milk in private as set forth in the Labor Code.

2450.3 For pregnancy disability leave:

- PDL is not for an automatic period of time, but for the period of time that you are disabled by pregnancy. Your health care provider determines how much time you will need.
- Once the Company has been informed that you need to take PDL, the Company must guarantee in writing that you can return to work in your same position if you request a written guarantee. The Company may require you to submit written medical certification from your health care provider substantiating the need for your leave.
- PDL may include, but is not limited to, additional or more frequent breaks, time for prenatal or postnatal medical appointments, doctor-ordered bed rest, severe "morning sickness," gestational diabetes, pregnancy-induced hypertension, preeclampsia, recovery from childbirth or loss or end of pregnancy, and/or post-partum depression.
- PDL does not need to be taken all at once but can be taken on an as-needed basis as required by your health care provider, including intermittent leave or a reduced work schedule, all of which counts against your four-month entitlement to leave.
- Your leave will be paid or unpaid depending on the Company policy for other medical leaves.

Rubidoux Community Services District

- You may also be eligible for state disability insurance or Paid Family Leave (PFL), administered by the California Employment Development Department.
- At your discretion, you can use any vacation during your PDL.
- The Company requires you to use any available sick leave during your PDL.
- The Company is required to continue your group health coverage during your PDL at the same level and under the same conditions that coverage would have been provided if you had continued in employment continuously for the duration of your leave.
- Taking PDL may impact certain of your benefits and your seniority date; please contact Human Resources for details.
- If possible, you must provide at least 30 days' advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself.) For events that are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

2450.4 Notice Obligations of Employees.

2450.4.1 Give the Company reasonable notice: To receive reasonable accommodation, obtain a transfer, or take PDL, you must give the Company sufficient notice for it to make appropriate plans. Sufficient notice means 30 days' advance notice if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.

2450.4.2 Provide a Written Medical Certification from Your Health Care Provider. Except in a medical emergency where there is no time to obtain it, the Company may require you to supply a written medical certification from your health care provider of the medical need for your reasonable accommodation, transfer or PDL. If the need is an emergency or unforeseeable, you must provide this certification within the time frame the Company requests, unless it is not practicable for you to do so under the circumstances despite your diligent, good faith efforts. The Company must provide at least 15 calendar days for you to submit the certification. See Human Resources for a copy of a medical certification form to give to your health care provider to complete.

PLEASE NOTE that if you fail to give the Company reasonable advance notice or written medical certification of your medical need, the Company may be justified in delaying your reasonable accommodation, transfer, or PDL.

2450.5 You also may be entitled to additional rights under the California Family Rights Act of 1993 (CFRA) if you have more than 12 months of service with us, and have worked at least 1,250 hours in the 12-month period before the date of you want to begin your leave and work ~~at a worksite with 50 or more employees within 75 miles of that worksite. This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition (not related to pregnancy) or that of your child, parent or spouse. While the law provides only unpaid leave, employees may choose, or employers may require~~

Rubidoux Community Services District

~~use of accrued paid leave while taking CFRA leave under certain circumstances.~~ For further information on the availability of CFRA leave, please review your employer's [Notice policy](#) regarding the availability of CFRA leave.

This notice is a summary of your rights and obligations under the Fair Employment and Housing Act (FEHA). For more information about your rights and obligations as a pregnant employee, contact Human Resources, visit the Department of Fair Employment and Housing's website at www.dfeh.ca.gov, or contact the Department at 800-884-1684. The text of the FEHA and the regulations interpreting it are available on the Fair Employment and Housing Commission's website at www.dfeh.ca.gov.

Rubidoux Community Services District

POLICY TITLE: Sick Leave
POLICY NUMBER: 2460

2460.1 This policy shall apply to probationary and regular employees in all classifications.

2460.2 Sick leave is defined as absence from work due to illness, non-industrial injury, or quarantine due to exposure to a contagious disease. In addition, dentist and doctor appointments and prescribed sickness prevention measures shall be allowed sick leave provided prior notice is provided to the supervisor. Sick leave may be utilized to care for -family members (kin care). It is provided for those circumstances where the employee must take time off to care for a sick family member, regardless of the seriousness of the illness. Family members covered include parents, children, siblings, grandparents, grandchildren, designated persons and spouses and are defined as follows:

2460.2.1 A "child" means a biological, adopted or foster child, a stepchild, a legal ward or a child for whom an employee stands in loco parentis. This definition of "child" is applicable regardless of age or dependency status.

2460.2.2 A "parent" means a biological, foster or adoptive parent, a stepparent, legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

2460.2.3 The term "spouse" applies only to an individual to whom the employee is legally married and registered domestic partners.

2460.2.4 The term "designated persons" means a person identified by the employee at the time the employee requests paid sick days. The District limits an employee to one (1) designated person per twelve (12) month period for paid sick days.

Sick leave may also be used for purposes related to domestic violence, sexual assault or stalking suffered by the employee and as otherwise required by applicable law.

2460.3 Employees shall earn sick leave as follows:

2460.3.1 Employees hired prior to July 1, 1991, shall be entitled to sick leave accrual of one and one-half (1 1/2) days per month or eighteen (18) days per year (144 hours per year).

2460.3.2 Employees hired after July 1, 1991, shall be entitled to sick leave accrual of one and one-twelfth (1 1/12) days per month or thirteen (13) days per year (104 hours per year).

2460.3.3 On the 90th calendar day of employment, the employee shall be entitled to use accrued sick leave. Sick leave credits shall not accrue during a medical leave, a workers' compensation

Rubidoux Community Services District

leave, or a leave of absence without pay of more than twenty (20) consecutive workdays. The employee must actively return to work for at least fourteen (14) calendar days in order for sick leave credit to commence.

2460.4 If an employee does not take the full amount of sick leave allowed in any calendar year, the amount not taken shall be accumulated from year to year to a maximum credit of seventy-five (75) working days. In February of each year the District shall buy back from each employee those days accumulated in excess of seventy-five (75) days at their current salary.

Sick leave may be utilized for other purposes, but only as approved by the General Manager.

2460.5 All employee absences, regardless of the reason, shall be reported to their designated District Supervisor or the Director of Finance and Administration no later than the beginning of the shift from which the employee will be absent. If the need for sick leave is foreseeable, the employee must provide the Operations/Facilities Manager reasonable advance notification. Failure to report an absence in accordance with this Section may be grounds for disciplinary action and may result in denial of paid leave benefits.

2460.6 It shall be the responsibility and duty of each Supervisor to investigate each claim for sick leave and to approve sick leave with pay where it is determined to be proper. If sick leave for illness or injury exceeds three (3) workdays, the employee, prior to return to work, the District may require the employee to submit a statement of such disability from a physician, surgeon, or other person practicing a recognized healing art certified by the State of California. The statement shall certify that the employee's illness or injury prevented him/her from performing the duties of his/her position during the period of absence, and that the employee is released to return to work, with or without reasonable accommodation. As allowed by applicable law, the district reserves the right to require, at any time, a medical examination of any employee by a physician chosen and compensated by the District to determine the employee's fitness for duty.

2460.7 Evidence substantiating the unwarranted use of sick leave, instances of misrepresentation, or violation of the rules defined herein, shall be construed as grounds for dismissal or such other action as may be deemed proper and necessary by the General Manager or designee.

2460.8 Temporary employees shall accrue sick leave at the rate of one (1) hour of sick leave for every thirty (30) hours worked.

2460.9 Unauthorized and unexcused absence from duty shall be without pay and will constitute grounds for disciplinary action.

2460.10 Compensation for accrued sick leave.

2460.10.1 Upon retirement or death, the employee or his beneficiary shall be paid at the rate of 100% of the accumulated sick leave, but not to exceed seventy-five (75) days' pay (600 hours). Upon resignation or termination without prejudice after ten (10) years of service, an

Rubidoux Community Services District

employee shall be paid 50% of their accumulated sick leave, but not to exceed seventy-five (75) days' pay.

- 2460.10.2 Or, provided that the retiree has reached the age of 60 and worked for the District for ten (10) or more years as of the date of retirement election, s/he may elect to have accumulated sick leave, holidays and vacation placed in an insurance benefit account by the District for purposes of its extant valuation allocated to payment of health insurance premiums (medical, dental, vision) until such time as the retiree's insurance benefit account is exhausted or s/he enrolls in Medicare, whichever occurs first.
- 2460.10.3 Upon the untimely death of the retiree while receiving benefits, eligible spouse and/or dependents shall receive the balance of the insurance benefit account, if any, subject to all applicable federal and state taxes. Pursuant to COBRA, the District shall notify eligible spouse and/or dependents of possible continuation of coverage.
- 2460.10.4 Industrial illness or injury leave shall be converted into cash time with the District paying sick leave and/or when the employee becomes eligible for Workers' Compensation benefits, the District shall pay the difference between the amount received by the employee for Workers' Compensation and the amount the employee would have received had been fully employed. Such payments shall be continued by the District until all sick leave money accumulated and due the eligible employee has been paid to the employee.
- 2460.10.5 If an employee is rehired within one year from the date of separation, any previously accrued and unused sick leave which has not been paid out by the District shall be reinstated upon rehire, as required by applicable law. However, if the employee has been compensated for accrued unused sick leave at separation, the employee will not have their sick leave reinstated upon rehire.

12. Consider California Special District Association Board of Directors Election Call for Nomination, Seat C – Southern Network For Term 2024-2026: **DM 2023-18**

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 2023-18

February 16, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: Consider California Special District Association Board of Directors Election Call for Nomination, Seat C – Southern Network For Term 2024-2026

BACKGROUND:

Rubidoux Community Services District (“District”) is a member of the California Special Districts Association (“CSDA”). CSDA is a not-for-profit association that was formed in 1969 to promote good governance and improve core local services through professional development, advocacy, and other services for all types of independent special districts.

It has a membership of over 1,000 organizations throughout California representing all types of independent special districts including irrigation, water, park and recreation, cemetery, fire, police protection, library, utility, harbor, healthcare, and community services districts. CSDA provides education and training, insurance programs, legal advice, industry-wide litigation and public relations support, legislative advocacy, capital improvement and equipment funding, collateral design services, and, most importantly, current information that is crucial to a special district's management and operational effectiveness.

District staff received correspondence from CSDA indicating CSDA’s call for nominations for CSDA Board of Directors Seat C.

CSDA governance involves a Board of Directors comprised of six networks with three seats for each network. The networks are geographic areas within the state of California. The District is in the Southern Network. The three representative Board of Director members for each network are on staggered three-year terms. Seat C for the Southern Network has an expiring term, thus the call by CSDA for nominations to fill this position. The seat is currently filled by Arlene Schafer – Board Vice-President of Costa Mesa Sanitary District. Included in the

correspondence received from CSDA was her intention of running for re-election for Seat C, Southern Section. The other two Southern Network Directors not currently up for re-election are Don Bartz – GM of Phelan Pinon Hills CSD, and Jo MacKenzie – Board President of Vista Irrigation District.

If any of the District’s Board Members are interested in submitting to CSDA for the election to fill the upcoming three-year term for Seat C, Southern Network, it is suggested the following schedule and actions be followed:

- February 16, 2023 (tonight):
 - A. Deliberate and determine which Director or Directors, if any, are interested in being considered for the CSDA Seat C – Southern Network Board of Directors seat.
 - B. If multiple Directors are interested, select a preferred candidate.
 - C. Direct staff to prepare Resolution for nomination of preferred candidate.
- March 2, 2023:
 - A. Consider and adopt resolution for preferred candidate.
 - B. Allow preferred candidate to complete candidate information sheet.
 - C. Direct staff to submit resolution and candidate information sheet to appropriate CSDA staff.

When considering your interest, please note the commitment and expectations of a CSDA Board of Director:

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participation in at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.
- Attend, at minimum, the following CSDA annual events: Special District Legislative Days – held in the spring, and the CSDA annual conference – held in the fall.
- Complete all four modules of CSDA’s Special District Leadership Academy within 2 years of being elected.

CSDA’s deadline is April 6, 2023 for receipt of candidate nominations. Voting will begin June 5, 2023 and end July 14, 2023. The successful candidate will be notified no later than July 18, 2023 with all new CSDA Board Members introduced at the Annual CSDA Conference in Monterey, CA in August 2023.

The attached correspondence from the CSDA dated January 30, 2023 goes into more details regarding the process. It is recommended the Board review this in preparation of consideration of nominating a Director on February 16, 2023.

RECOMMENDATION:

Staff recommends the Board of Directors consider the following:

1. Deliberate and select preferred candidate for nomination.
2. Direct staff to prepare resolution with preferred candidate for consideration on March 2, 2023 at the regularly scheduled Board of Directors meeting.

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

Attachment(s):

1. CSDA Correspondence dtd January 30, 2023 – CSDA Board of Directors Call for Nominations Seat C
2. 2023 CSDA Board of Directors Nomination Form
3. 2023 CSDA Board Candidate Information Sheet
4. CSDA District Networks Map



**California Special
Districts Association**

Districts Stronger Together

DATE: January 30, 2023

TO: CSDA Voting Member Presidents and General Managers

FROM: CSDA Elections and Bylaws Committee

SUBJECT: **CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS
SEAT C**

The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2024 - 2026 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the geographic network that they seek to represent.
(See attached CSDA Network Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

Commitment and Expectations:

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.
(CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).
- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days - held in the spring, and the CSDA Annual Conference - held in the fall.
*(CSDA does **not** reimburse expenses for the two conferences even if a Board or committee meeting is held in conjunction with the event)*
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected.
*(CSDA does **not** reimburse expenses for the Academy classes even if a Board or committee meeting is held in conjunction with the event).*



**California Special
Districts Association**

Districts Stronger Together

2023 BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate: _____

District: _____

Mailing Address: _____

Network: _____ (see map)

Telephone: _____

(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE)

Fax: _____

E-mail: _____

Nominated by (optional): _____

Return this form, a Board resolution/minute action supporting the candidate, and Candidate Information Sheet by mail or email to:

CSDA
Attn: Amber Phelen
1112 I Street, Suite 200
Sacramento, CA 95814
(877) 924-2732

amberp@csda.net

DEADLINE FOR RECEIVING NOMINATIONS:

March 31, 2023 at 5:00 p.m.



2023 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: _____

District/Company: _____

Title: _____

Elected/Appointed/Staff: _____

Length of Service with District: _____

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

4. List civic organization involvement:

****Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office March 31, 2023, after 5:00 p.m. will not be included with the ballot.**



California Special Districts Association

DISTRICT NETWORKS



13. Consider Amended Agreement To Provide Water To
Rubidoux Community Services District: **DM 2023-19**

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 2023-19

February 16, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Amended Agreement To Provide Water To Rubidoux Community Services District

BACKGROUND:

On March 3, 2022 the Board approved an agreement between Metropolitan Water District, San Bernardino Valley Municipal Water District, Western Municipal Water District, West Valley Water District and Rubidoux Community Services District under DM 2022-16 which is attached for reference.

Rubidoux Community Services District ("RCSD") contracts with the City of Riverside ("City") for sewage treatment at the Regional Water Quality Control Plant ("RWQCP") and has treatment capacity in the plant, albeit a small percentage of the total capacity of the RWQCP. Groundwater pumped by the District and delivered to its residents has a high ambient level of Total Dissolved Solids ("TDS") which is not harmful for consumption at the average concentration of 540 parts per million ("ppm") but does create issues for maintaining the aggregate TDS levels discharged by the City for recycled water being below the permit limit of 650 ppm for the RWQCP. As outlined in DM 2022-16 the most cost-effective way for the District to deal with high TDS levels in its wastewater delivered to the City at the RWQCP is to blend high ambient TDS groundwater with lower ambient TDS imported water via West Valley Water District.

An agreement was put together between the parties to accomplish this goal and was approved by the Boards of four out of the five agencies. As the agreement was before the Metropolitan Water District ("MWD") Board at the same time Department of Water Resources ("DWR") announced deliveries from the State Water Project ("SWP") would be an allocation of only 5% of normal for those receiving SWP water. Many of the member agencies of MWD are solely reliant on deliveries of SWP water and in the face of this drastic cut to their water deliveries were opposed to the agreement to allow RCSD an imported water supply even though RCSD would not be receiving any SWP water until such time as the intertie at Wilson Street is built and there actually is a

need for the lower TDS water. Consequently, the agreement was not approved by the MWD Board of Directors as these same Member Agencies each have a board member serving on the MWD Board and were able to get enough votes against the agreement.

In recap, the proposed agreement entitled “Agreement To Provide Water To Rubidoux Community Services District,” (“Agreement”) attached, has the following main terms:

1. Parties:
 - a. Metropolitan Water District (“MWD” or “Met”)
 - b. San Bernardino Valley Municipal Water District (“SBVMWD” or “Valley District”)
 - c. Western Municipal Water District (“WMWD” or “Western”)
 - d. West Valley Water District (“WVWD” or “West Valley”)
 - e. Rubidoux Community Services District (“RCSD” or “Rubidoux”)
2. Volume of Water Available: up to 2,000 AFY
3. Accounting of water sales: MWD will bill Western for full service untreated water delivered into San Bernardino Valley’s connection to MWD’s system and include volumetric charges, capacity charges, and readiness to serve charges in effect at the time.
4. West Valley Charges: West Valley will charge the District for wheeling and treatment expenses, currently indexed to 85% of the MWD treatment surcharge for full-service water. As a note, a separate agreement between West Valley and the District will follow detailing specific operational terms and conditions for actual water deliveries.
5. Term: Agreement is effective to December 31, 2035, coinciding with the termination of State Water Contracts with DWR. However, the term of the Agreement extends to match the term of the State Water Contracts if extended.

The Amended Agreement has, in addition to above, the following new terms:

1. Recital D was added as follows:

West Valley is a County Water District, a public agency of the State of California, providing retail water to approximately 95,000 customers. West Valley’s service area overlaps five political jurisdictions: The Cities of Rialto, Fontana, Colton, and Jurupa Valley; and unincorporated areas of San Bernardino County, including the community of Bloomington. West Valley’s service area overlaps the service areas of two SWP contractors, Metropolitan and Valley District.

It is important to recognize here that West Valley’s Service Area overlaps two SWP Contractors, MWD and Valley District, as this is where the transfer of water brought by MWD from the SWP is actually delivered to West Valley via SBVMWD. This water is then sold to RCSD and delivered to RCSD via the proposed Wilson Street Intertie. This Recital recognizes these facts in the agreement.

2. Agreement Term 7 was added as follows:

Water Use Restrictions. During a time when the Department of Water Resources is administering SWP allocations pursuant to Article 18a of the Water Supply Contracts, or during a time when Metropolitan's Board of Directors has declared that a regional shortage is in effect, the same guidelines, procedures, and limitations that Metropolitan applies to its Member Agencies, including, but not limited to, water supply allocation surcharges, volumetric limits, outdoor watering restrictions, or other response actions to preserve supplies in times of shortages, will apply to deliveries made pursuant to this Agreement.

This term serves to protect the Member Agencies of MWD during times of reduced allocations from the SWP by DWR or reductions mandated by MWD itself and doesn't disallow the receiving of water by RCSD under the agreement during these times but rather requires RCSD to apply the same restrictions as the other member agencies of MWD are required to apply. RCSD can either apply the restrictions or not receive water under the agreement at times when the allocations are restricted. Since the TDS limit from RWQCP is on an average basis, RCSD can still meet the goal over a course of a year while not taking water during times of restriction and instead getting it during times when usage is not restricted. If the restrictions last over the course of a year RCSD may have to impose the restrictions but at the same time this represents good stewardship of the water RCSD is fortunate to have available to it.

Based on current costs water delivered to the RCSD will cost \$1,160 to \$1,200/acre-foot.

The Agreement was reviewed by RCSD Counsel and was found acceptable with the recommendation that the Board reconsider the agreement. Thus far it has been accepted by all parties but RCSD and MWD, with it expected to be presented to MWD in March, 2023.

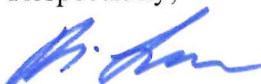
With approval of the agreement and construction of the intertie with West Valley, the District will have access to low TDS potable water (325 mg/l) to use as diluent to combine with higher TDS local groundwater. Based on current annual water demand, the District will need around 800 AFY. This annual volume will increase as demand increases in the District with new development.

RECOMMENDATION:

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

1. Sign the agreement entitled “Agreement To Provide Water To Rubidoux Community Services District” as attached or as modified with minor, non-substantive edits.

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

Attach:

1. Agreement To Provide Water To Rubidoux Community Services District
2. Agreement To Provide Water To Rubidoux Community Services District (as “red-lined” by MWD)
2. Director’s Memorandum 2022-16

AGREEMENT NO. _____
AGREEMENT TO PROVIDE WATER TO
RUBIDOUX COMMUNITY SERVICES DISTRICT

This Agreement to Provide Water to Rubidoux Community Services District (Agreement) is entered by The Metropolitan Water District of Southern California (Metropolitan), San Bernardino Valley Municipal Water District (Valley District), West Valley Water District (West Valley), Rubidoux Community Services District (Rubidoux), and Western Municipal Water District (Western), collectively the “Parties.”

RECITALS

A. Metropolitan is a State Water Project contractor and a metropolitan water district organized under the Metropolitan Water District Act, codified at section 109-1, et seq. of West’s Appendix to the California Water Code, and is engaged in developing, storing, and distributing water in the counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura. Metropolitan has an existing agreement with San Gabriel Valley Municipal Water District (SGVMWD) that allows for the delivery of water through SGVMWD’s San Gabriel Valley Devil Canyon – Azusa Pipeline using SGVMWD’s unused capacity.

B. Valley District is a public agency incorporated under the Municipal Water District Act of 1911 (California Water Code Section 71000 et seq., as amended) that is engaged in wholesale delivery of water in portions of the counties of San Bernardino and Riverside. Valley District is a State Water Project contractor that primarily imports water into its service area through the State Water Project (SWP). Valley District has 50-percent capacity rights on SGVMWD’s San Gabriel Valley Devil Canyon – Azusa Pipeline right up to Riverside Avenue in the City of Rialto. Valley District has an existing connection on the San Gabriel Valley Devil Canyon – Azusa Pipeline that can also be used to deliver imported supplies from Metropolitan to a portion of Western’s service area.

C. Western is a municipal water district incorporated under the Municipal Water District Act of 1911 (California Water Code Section 71000 et seq., as amended) that is engaged in retail and wholesale delivery of water to customers in western Riverside County. Western purchases imported water from Metropolitan and helps provide water to over 1,000,000 people in its service area.

D. West Valley is a County Water District, a public agency of the State of California, providing retail water to approximately 95,000 customers. West Valley's service area overlaps five political jurisdictions: The Cities of Rialto, Fontana, Colton, and Jurupa Valley; and unincorporated areas of San Bernardino County, including the community of Bloomington. West Valley's service area overlaps the service areas of two SWP contractors, Metropolitan and Valley District.

E. Rubidoux is a California community services district providing retail potable water, non-potable water, sewer collection and treatment, solid waste collection, fire protection services, street lighting, and weed abatement services to approximately 40,000 customers in its service area located in the City of Jurupa Valley. Rubidoux is within the service area of Western but currently has no connection to imported water supplies and is reliant solely on local groundwater sources.

F. The Parties desire to enter into this Agreement in order to provide water to Rubidoux for use within Western's service area (which is also within Metropolitan's service area).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the representations which are incorporated herein by this reference, warranties, covenants, and agreements contained in this Agreement and for other good and valuable consideration, the Parties hereby agree to the following terms and conditions of this Agreement.

1. Requests for Water. Rubidoux will coordinate with Valley District, West Valley, and Western on determining the monthly amount of imported water Rubidoux needs from Metropolitan. After coordinating, Western will request delivery of the water from Metropolitan in accordance with Sections 2 through 4 below, inclusive. The requested water must be used within Metropolitan's service area.

2. Metropolitan Deliveries. To the extent there is sufficient unused capacity in the San Gabriel Valley Devil Canyon-Azusa Pipeline, Metropolitan will request Valley District to deliver Metropolitan supplies equal to Rubidoux's requested amount to Valley District's connection (Lytle Creek, Station, 1747+00) on the San Gabriel Valley Devil Canyon – Azusa Pipeline. The maximum amount of water that Rubidoux can receive from Metropolitan under

this Agreement during a calendar year is 2,000 acre-feet.

3. Valley District Deliveries. Valley District will deliver the water that it receives pursuant to Section 2 to West Valley.

4. West Valley Deliveries. West Valley will treat and deliver the water to Rubidoux, per terms identified in a separate agreement between West Valley and Rubidoux, for use within Western's service area by Rubidoux.

5. Monthly Amounts. Rubidoux will provide Metropolitan, Western, and West Valley with a meter read report of the amounts delivered by 3:00 p.m. on the fifth business day after the end of the month to account for the supplies. Reconciliation of water deliveries will be allowed in subsequent monthly accounting.

6. Billing and Payment. Western will pay Metropolitan's rate for full service untreated water in effect at the time of the delivery of the water to Valley District's connection for use by Rubidoux within Western's service area. The delivery is subject to the capacity charge, readiness-to-serve charge, and all volumetric water rates then in effect, in the same manner as deliveries made to Western through Metropolitan's distribution system and connections. Metropolitan will bill Western, and Western will pay Metropolitan, in accordance with the billing and payment provisions of Metropolitan's Administrative Code, as amended over time. Rubidoux will reimburse Western for all payments Western makes to Metropolitan under this Agreement. Valley District and West Valley shall have no responsibility for the cost of water delivered to Valley District's connection for use within Western's service area by Rubidoux. Metropolitan is not responsible for paying any costs under this Agreement.

7. Water Use Restrictions. During a time when the Department of Water Resources is administering SWP allocations pursuant to Article 18a of the Water Supply Contracts, or during a time when Metropolitan's Board of Directors has declared that a regional shortage is in effect, the same guidelines, procedures, and limitations that Metropolitan applies to its Member Agencies, including, but not limited to, water supply allocation surcharges, volumetric limits, outdoor watering restrictions, or other response actions to preserve supplies in times of shortages, will apply to deliveries made pursuant to this Agreement.

8. Department of Water Resources. Metropolitan will be responsible for any Department of Water Resources charges for the State Water Project supplies delivered to Valley District's connection under this Agreement.

9. Term. Upon execution, this Agreement is effective as of {MONTH} {#}, 2023 and terminates on November 4, 2035, provided that if the terms of the State Water Contracts are extended beyond November 4, 2035, then the term of this Agreement will likewise be extended to match the term of the State Water Contracts.

10. Cancellation. Notwithstanding Section 8, any Party may terminate this Agreement by providing at least 30 days written notice to all the other Parties provided that the notifying party is not in default under this Agreement.

11. Liability and Indemnification. Liability and indemnification shall be governed by section 4502 of Metropolitan's Administrative Code. Valley District, West Valley, and Rubidoux each agree to the provisions of section 4502 of Metropolitan's Administrative Code, which provisions are incorporated here by this reference, and agree to its enforceability by or against each of them under this Agreement in the same manner and to the same extent as that section applies to Western.

12. No Third-Party Rights. This Agreement is made solely for the benefit of the Parties and their respective permitted successors and assigns (if any). Except for such a permitted successor or assign, no other person or entity may have or acquire any right by virtue of this Agreement.

13. Ambiguities. Each Party and its counsel have participated fully in the drafting, review and revision of this Agreement. No rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall be applied in the interpretation of this Agreement or any amendments or modifications thereof.

14. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the Agreement among the Parties pertaining to the subject matter and supersedes all prior and contemporaneous understandings or agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this Agreement.

15. Signature. The Parties agree that this Agreement will be executed using DocuSign by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature. All Parties will receive an executed copy of this Agreement via DocuSign after all Parties have signed.

16. Relationship of Parties. Nothing contained in this Agreement shall be construed

as creating a joint venture, partnership or any other similar arrangement among any of the Parties. No Party to this Agreement shall be deemed to be a representative, an agent or an employee of any other Party. Unless otherwise expressly specified in this Agreement, no Party shall have any authority or right to assume or create any obligation of any kind or nature, express or implied, on behalf of, or in the name of any other Party, nor bind any other Party in any respect, without the specific prior written authorization of another Party. The obligations of the Parties shall be several and not joint.

17. Amendments. No change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless such change, amendment or modification is in writing and duly executed by all Parties.

18. Time of the Essence. Time is of the essence in the execution and performance of this Agreement.

[signatures on following page]

**THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA**

Adel Hagekhalil
General Manager

Dated

APPROVED AS TO FORM:

Marcia L. Scully
General Counsel

Dated

**SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT**

Heather Dyer
General Manager

Dated

APPROVED AS TO FORM:

Brad Neufeld
General Counsel

Dated

WEST VALLEY WATER DISTRICT

Shamindra Manbahal
General Manager

Dated

APPROVED AS TO FORM:

Robert Tafoya
General Counsel

Dated

WESTERN MUNICIPAL WATER DISTRICT

Craig Miller
General Manager

Dated

APPROVED AS TO FORM:

Jeff Ballinger
Legal Counsel

Dated

RUBIDOUX COMMUNITY SERVICES DISTRICT

Brian Laddusaw
General Manager

Dated

APPROVED AS TO FORM:

John Harper
Legal Counsel

Dated

AGREEMENT NO. _____
AGREEMENT TO PROVIDE WATER TO
RUBIDOUX COMMUNITY SERVICES DISTRICT

This Agreement to Provide Water to Rubidoux Community Services District (Agreement) is entered by The Metropolitan Water District of Southern California (Metropolitan), San Bernardino Valley Municipal Water District (Valley District), West Valley Water District (West Valley), Rubidoux Community Services District (Rubidoux), and Western Municipal Water District (Western), collectively the “Parties.”

RECITALS

A. Metropolitan is a State Water Project contractor and a metropolitan water district organized under the Metropolitan Water District Act, codified at section 109-1, et seq. of West’s Appendix to the California Water Code, and is engaged in developing, storing, and distributing water in the counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura. Metropolitan has an existing agreement with San Gabriel Valley Municipal Water District (SGVMWD) that allows for the delivery of water through ~~the~~SGVMWD’s San Gabriel Valley Devil Canyon – Azusa Pipeline, ~~of which Valley District also has 50% of using SGVMWD’s unused capacity right up to Riverside Avenue in the City of Rialto.~~

~~B. West Valley is a County Water District, a public agency of the State of California, providing retail water to approximately 95,000 customers. West Valley’s service area overlaps five political jurisdictions: The Cities of Rialto, Fontana, Colton, and Jurupa Valley; and unincorporated areas of San Bernardino County, including the community of Bloomington.~~

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D. West Valley is a County Water District, a public agency of the State of California, providing retail water to approximately 95,000 customers. West Valley's service area overlaps five political jurisdictions: The Cities of Rialto, Fontana, Colton, and Jurupa Valley; and unincorporated areas of San Bernardino County, including the community of Bloomington. West Valley's service area overlaps the service areas of two SWP contractors, Metropolitan and Valley District.

E. Rubidoux is a California community services district providing retail potable water, non-potable water, sewer collection and treatment, solid waste collection, fire protection services, street lighting, and weed abatement services to approximately 40,000 customers in its service area located in the City of Jurupa Valley. Rubidoux is within the service area of Western but currently has no connection to imported water supplysupplies and is reliant solely on local groundwater sources.

F. The Parties desire to enter into this Agreement in order to provide water to Rubidoux for use within Western's service area (which is also within Metropolitan's service area).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the representations which are incorporated herein by this reference, warranties, covenants, and agreements contained in this Agreement and for other good and valuable consideration, the Parties hereby agree to the following terms and conditions of this Agreement.

1. Requests for Water. Rubidoux will coordinate with Valley District, West Valley, and Western on determining the monthly amount of imported water Rubidoux needs from Metropolitan, up to a maximum amount of 2,000 acre feet per calendar year. After coordinating,

Western will request delivery of the water from Metropolitan in accordance with Sections 2 through 4 below, inclusive. The requested water must be used within Metropolitan's service area.

2. Metropolitan Deliveries. To the extent there is sufficient unused capacity in the San Gabriel Valley Devil Canyon-Azusa Pipeline, Metropolitan will ~~deliver the water to request~~ Valley District ~~at to deliver Metropolitan supplies equal to Rubidoux's requested amount to~~ Valley District's connection (Lytle Creek, Station, 1747+00) on the San Gabriel Valley Devil Canyon – Azusa Pipeline. The maximum amount of water that Rubidoux can receive from Metropolitan ~~may deliver~~ under this Agreement during a calendar year is 2,000 acre-feet ~~per calendar year.~~

3. Valley District Deliveries. Valley District will deliver the water that ~~Metropolitan delivers~~ it receives pursuant to Section 2 to West Valley.

4. West Valley Deliveries. West Valley will treat and deliver the water to Rubidoux, per terms identified in a separate agreement between West Valley and Rubidoux, for use within Western's service area by Rubidoux.

~~5. Monthly Amounts. and Rubidoux will provide Metropolitan, Western, and West Valley with a meter read report of the amounts delivered by 3:00 p.m. on the fifth business day after the end of the month.~~
~~to account for the supplies.~~ ~~5. Monthly Amounts. Western will inform Metropolitan and Valley District of the amounts of water delivered to Rubidoux by 3:00 p.m. on the tenth business day after the end of the month to account for the supplies.~~ Reconciliation of water deliveries will be allowed in subsequent monthly accounting.

6. Billing and Payment. Western will pay Metropolitan's rate for full service untreated water in effect at the time of the delivery of the water to Valley District's connection for use by Rubidoux within Western's service area. The delivery is subject to the capacity charge, readiness-to-serve charge, and all volumetric water rates then in effect, in the same manner as deliveries made to Western through Metropolitan's distribution system and connections. Metropolitan will bill Western, and Western will pay Metropolitan, in accordance with the billing and payment provisions of Metropolitan's Administrative Code, as amended over time. Rubidoux will reimburse Western for all payments Western makes to Metropolitan under this Agreement. Valley District and West Valley shall have no responsibility for the cost

of water delivered to Valley District's connection for use within Western's service area by Rubidoux. Metropolitan is not responsible for paying any costs under this Agreement.

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8. Department of Water Resources. Metropolitan will be responsible for any Department of Water Resources charges for the State Water Project supplies delivered to Valley District's connection under this Agreement.

~~9.~~ 9. Term. Upon execution, this Agreement is effective as of June 1, 2022{MONTH} {#}, 2023 and terminates on December 31, November 4, 2035, provided that if the terms of the State Water Contracts are extended beyond December 31, November 4, 2035, then the term of this Agreement will likewise be extended to match the term of the State Water Contracts.

10. Cancellation. Notwithstanding Section 8, any Party may terminate this Agreement by providing at least 30 days written notice to all the other Parties provided that the notifying party is not in default under this Agreement.

~~11.~~ 11. Liability and Indemnification. Liability and indemnification shall be governed by section 4502 of Metropolitan's Administrative Code. Valley District, West Valley, and Rubidoux each agree to the provisions of section 4502 of Metropolitan's Administrative Code, which provisions are incorporated here by this reference, and agree to its enforceability by or against each of them under this Agreement in the same manner and to the same extent as that section applies to Western.

~~12.~~ 12. No Third-Party Rights. This Agreement is made solely for the benefit of the Parties and their respective permitted successors and assigns (if any). Except for such a permitted successor or assign, no other person or entity may have or acquire any right by virtue of this Agreement.

~~13.~~ 13. Ambiguities. Each Party and its counsel have participated fully in the drafting, review and revision of this Agreement. No rule of construction to the effect that ambiguities are

to be resolved against the drafting Party shall be applied in the interpretation of this Agreement or any amendments or modifications thereof.

~~13~~14. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the Agreement among the Parties pertaining to the subject matter and supersedes all prior and contemporaneous understandings or agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this Agreement.

~~14. —~~ Counterparts. ~~This~~15. Signature. The Parties agree that this Agreement ~~may will~~ be executed ~~in two or more counterparts, each of using DocuSign by electronic signature, which, when executed and delivered,~~ shall be considered an original ~~and~~signature for all ~~of which together purposes and~~ shall ~~constitute one instrument, with~~have the same force and effect as ~~though an original signature. All Parties will receive an executed copy of this Agreement via DocuSign after all signatures appeared on a single document.~~Parties have signed.

~~15~~16. Relationship of Parties. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or any other similar arrangement among any of the Parties. No Party to this Agreement shall be deemed to be a representative, an agent or an employee of any other Party. Unless otherwise expressly specified in this Agreement, no Party shall have any authority or right to assume or create any obligation of any kind or nature, express or implied, on behalf of, or in the name of any other Party, nor bind any other Party in any respect, without the specific prior written authorization of another Party. The obligations of the Parties shall be several and not joint.

~~16~~17. Amendments. No change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless such change, amendment or modification is in writing and duly executed by all Parties.

~~17~~18. Time of the Essence. Time is of the essence in the execution and performance of this Agreement.

[signatures on following page]

**THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA**

Adel Hagekhalil
General Manager

Dated

APPROVED AS TO FORM:

Marcia L. Scully
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Dated

WEST VALLEY WATER DISTRICT

Shamindra Manbahal
General Manager

Dated

APPROVED AS TO FORM:

Robert Tafoya
General Counsel

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WESTERN MUNICIPAL WATER DISTRICT

Craig Miller
General Manager

Dated

APPROVED AS TO FORM:

Jeff Ballinger
Legal Counsel

Dated

RUBIDOUX COMMUNITY SERVICES DISTRICT

~~Jeff Sims~~ Brian Laddusaw
General Manager

Dated

APPROVED AS TO FORM:

John Harper
Legal Counsel

Dated

Rubidoux Community Services District

Board of Directors

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

General Manager

Jeffrey D. Sims



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

DIRECTORS MEMORANDUM 2022-16

March 3, 2022

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Agreement To Provide Water To Rubidoux Community Services District

BACKGROUND:

Rubidoux Community Services District (“District”) currently is reliant on local groundwater for its potable water supply. Historically the groundwater level in the Riverside Basin where District production occurs has been very stable. Given its historically stable local groundwater supply, the District has made limited investments to diversify its water supply portfolio. Over the past 20 years though the District has faced increased challenges using local groundwater due to treatment requirements necessary to remove various contaminants.

Over the years the District has added various treatment systems to enable compliance with State of California State Water Resources Control Board Division of Drinking Water (“DDW”) water quality requirements. Treatment systems added included:

<u>Treatment Type</u>	<u>Location</u>	<u>Contaminant</u>
Ion Exchange	Smith Plant	Nitrate
GAC	Smith Plant	PFAS
Ion Exchange	Thompson Plant	PFAS
Oxidation	Thompson Plant	Manganese
GAC & Blending	Well 2	PFAS, Nitrate, 1,2,3-TCP

In addition to meeting DDW requirements the District must comply with sewer discharge limits of the City of Riverside (“Riverside”). The District owns 3.055 MGD of sewer discharge and treatment rights in Riverside’s treatment plant for treatment of sewage collected within the District’s service area. Riverside operates its wastewater plant pursuant to a NPDES Permit having a total dissolved solids (“TDS”) concentration limit of 650 mg/l for recycled water discharged to the Santa Ana River. As such, the District sewage discharged to Riverside needs to have a TDS concentration at or below 650 mg/l. Currently the District’s sewage delivered to Riverside has a TDS concentration of approximately 740 mg/l. The higher concentration of TDS in the District’s sewage is a function of 1) the ambient TDS level in the groundwater distributed for potable water use, and 2) the use increment of TDS added by customers discharged to the District’s sewer collection system.

Riverside is concerned about excess TDS in the District’s sewage and states the District is using available surplus TDS capacity created by other dischargers to Riverside’s treatment plant who have lower TDS in their potable water supply. To limit the District from increasing its TDS loading to Riverside’s treatment plant, Riverside has objected to LAFCO approving proposed annexations of new service areas to the District. An example is the Rio Vista Project. The Rio Vista Project proposes upwards of 2,000 equivalent dwelling units, adding significantly to the District’s customer base.

LAFCO has indicated it will not proceed with an annexation of the Rio Vista Project into the District until such time the District provides a TDS Mitigation Plan acceptable to Riverside.

To reduce TDS concentration the TDS in the potable water system needs to be lowered to accommodate added TDS by customer use, or somehow limit the amount of TDS customers add. Limiting the amount of TDS added by customers is not feasible. As such, the focus should be on having a potable water supply with a low enough TDS concentration to accommodate the historical use increment added by customers. District customers historically add approximately 200 mg/l TDS with a use. This means the District needs to have a potable water supply with an average TDS concentration of approximately 450 mg/l to stay at or below the 650 mg/l TDS limit in sewage delivered to Riverside.

Currently the District potable supply has a TDS concentration of approximately 540 mg/l. To lower this to 450 mg/l the District can either add a reverse osmosis treatment system to remove TDS or purchase low TDS potable water in sufficient volume to use as a diluent with its groundwater. Either of these options will add expense to the District’s Water and Sewer Enterprises.

Implementation of reverse osmosis treatment will take years to go through planning, CEQA, design, permitting, construction, and startup. Purchasing imported water is problematic as the District would need to fund the construction of a pipeline to another agency and pay for wheeling, and the cost of supply. Since the District is within Western Municipal Water District (“Western”), two options evaluated to deliver imported water to the District included – 1) delivery of treated imported Metropolitan Water District (“MWD”) water purchased from Western wheeled through Riverside’s distribution system to a connection on the west side of the Mission Street Bridge, and 2) moving imported MWD water purchased from Western wheeled through Jurupa Community Services District’s (“JCSD”) distribution system to the existing Jewel Street intertie. These imported water options have significant upfront capital expense to implement and create District dependency on either Riverside or Jurupa in terms of consistency in water quality, and reliability of distribution systems.

A third imported water supply surfaced through staff discussions with West Valley Water District (“West Valley”). West Valley is directly adjacent to the District’s northerly service area boundary and has available capacity in its system to sell up to 2,000 AFY of low TDS potable water to the District. To make the physical interconnection between the District and West Valley infrastructure needs include approximately 250 LF of pipeline, metering, and pressure control valving. Although the physical solution for this option is straightforward, there are complicating institutional issues.

The District is a retail agency within Western, and Western is a member agency of MWD. MWD is a State Water Project Contractor through agreement with the Department of Water Resources (“DWR”) who owns the State Water Project. DWR built the State Water Project to move water from northern California to southern California. MWD makes State Water Project water available to agencies within its service area, including Western. The District’s access to imported water is through Western.

San Bernardino Valley Municipal Water District (“San Bernardino Valley”) is also a State Water Project Contractor through agreement with the DWR and has access to deliveries from the State Water Project. San Bernardino Valley makes State Water Project available to retail agencies within its service area. West Valley is a retail agency within San Bernardino Valley’s service area and has access to imported water through San Bernardino Valley.

Contracts between DWR and State Water Project Contractors disallow sales of State Water Project water in each other’s service areas.

To receive imported water from Western the District would incur infrastructure costs of \$7 million (estimated) and need to secure an agreement with Riverside to wheel water through their system. To receive imported water from Western through West Valley, a retail agency within San Bernardino Valley, the District would incur costs of \$0.5 million (estimated). Given this significant cost difference, staff rekindled discussions with San Bernardino Valley and Western and became aware of a similar agreement that wheeled MWD water through San Bernardino Valley to serve imported water to the portion of West Valley that is located within the MWD service area.

Given the previous agreement between MWD and San Bernardino Valley, the involved parties discussed preparing a similar agreement. The goal of the agreement would provide for Western to wheel State Water Project water to the District through San Bernardino Valley and West Valley systems. Untreated State Water Project water would be delivered to West Valley, and West Valley would deliver an equivalent amount of water to the District. From an accounting standpoint there is no cost to San Bernardino Valley and the imported water would come from MWD’s allocation of State Water Project water.

The proposed agreement entitled “Agreement To Provide Water To Rubidoux Community Services District,” (“Agreement”) attached, has the following main terms:

1. Parties:
 - a. Metropolitan Water District
 - b. San Bernardino Valley Municipal Water District
 - c. Western Municipal Water District
 - d. West Valley Water District

- e. Rubidoux Community Services District
- 2. Volume of Water Available: up to 2,000 AFY
- 3. Accounting of water sales: MWD will bill Western for full service untreated water delivered into San Bernardino Valley's connection to MWD's system and include volumetric charges, capacity charges, and readiness to serve charges in effect at the time.
- 4. West Valley Charges: West Valley will charge the District for wheeling and treatment expenses, currently indexed to 85% of the MWD treatment surcharge for full-service water. As a note, a separate agreement between West Valley and the District will follow detailing specific operational terms and conditions for actual water deliveries.
- 5. Term: Agreement is effective to December 31, 2035, coinciding with the termination of State Water Contracts with DWR. However, the term of the Agreement extends to match the term of the State Water Contracts if extended.

Based on current costs water delivered to the District will cost \$1,160 to \$1,200/acre-foot.

With approval of the agreement and construction of the intertie with West Valley, the District will have access to low TDS potable water (325 mg/l) to use as diluent to combine with higher TDS local groundwater. Based on current annual water demand, the District will need around 800 AFY. This annual volume will increase as demand increases in the District with new development.

RECOMMENDATION:

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

- 1. Sign the agreement entitled "Agreement To Provide Water To Rubidoux Community Services District" as attached or as modified with minor, non-substantive edits.

Respectfully,

JEFFREY D. SIMS, P. E.
General Manager

Attach:

- 1. Agreement To Provide Water To Rubidoux Community Services District

**14. CLOSE SESSION – Pursuant to Government Code 54956.8:
Real Property Negotiations**

Property: Various Parcels within Tentative Tract Map 38318 and
The District at Jurupa Valley Specific Plan for District Use as Well
and Water Treatment Sites Agency's Negotiator: Brian R.
Laddusaw, General Manager, RCSD Developer's Negotiator:
Matthew Dugally, Principal, EM Ranch Owner, LLC Under
Negotiation: Purchase Contract Terms

15. Directors Comments – Non - action

16. Adjournment